

CORNERSTONE TRAVEL

INDEPENDENT TRAVEL AGENT AGREEMENT

CONFIDENTIAL AND PROPRIETARY

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This Independent Travel Agent Agreement (“Agreement”) is made as of _____,
20__ (“Effective Date”)

BETWEEN: Cornerstone Collective Management, LLC, d/b/a Cornerstone Travel
 (“Agency”)

AND: Independent Travel Agent (“ITA”)
(each a “Party” and, together, the “Parties”).

The Parties agree as described below.

Prepared and Issued By: Prepared by Ment Law Group, P.C. and Issued by Cornerstone
Travel Executive Leadership - Sean Overton, Chief Executive Officer - Vickie Benson,
President

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Foundational Agreement and Document History

This Agreement supersedes and replaces in its entirety the Original Independent Travel Agent Agreement dated October 31, 2023 and any subsequent amendments thereto (the “Original Agreement”), which established the initial legally binding contract governing the independent contractor relationship between the Agency and its affiliated Agents. The Original Agreement has been preserved on record as the authoritative baseline from which this Agreement was developed.

This Agreement represents a comprehensive update to the Original Agreement, deliberately crafted to go into greater depth on all subject matters addressed therein. Where the Original Agreement established the foundational framework, this Agreement expands upon each provision with greater specificity, clarity, and operational detail — reflecting the Agency’s continued commitment to transparency, professional standards, and the protection of all parties.

Nothing in the Original Agreement has been retracted or invalidated. All provisions of the Original Agreement that are not expressly superseded by this Agreement remain in full force and effect. In the event of any conflict between the Original Agreement and this Agreement, the terms of this Agreement shall control.

SECTION 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The following definitions are established to ensure clarity, consistency, and proper interpretation of the terms used throughout this Agreement. These definitions shall apply wherever such terms appear in this document unless otherwise expressly stated. Agents are expected to read and understand each defined term prior to signing this Agreement, as these definitions form the foundation of the rights, obligations, and enforcement mechanisms described herein.

1.2 Definitions

ACH means Automated Clearing House, the secure electronic bank transfer network used in the United States to deposit funds directly into a designated bank account. All commission payments issued by the Agency are processed via ACH direct deposit.

Agency means Cornerstone Collective Management, LLC, d/b/a Cornerstone Travel, including its owners, executives, members, officers, employees, affiliates, and authorized representatives.

Agent or **ITA** or **IC** means any Independent Contractor affiliated with the Agency for the purpose of marketing, selling, coordinating, or booking travel services on behalf of clients.

ARC means Airlines Reporting Corporation, an organization providing ticket distribution, payment settlement, and data services to the travel industry.

Booking means the reservation of Travel Services by ITA for any Traveler.

CLIA means Cruise Lines International Association, a global cruise industry organization whose membership credentials are used by travel agents specializing in cruise bookings.

Client or Traveler means the individual or entity receiving travel services arranged by the Agent through the Agency.

Commission means the amounts paid by Suppliers to Agency in exchange for Bookings.

Compensation means the share of Commissions paid by Agency to ITA in exchange for Bookings.

Confidential Information means all non-public information, including client personal and financial data, pricing structures, business strategies, supplier agreements, internal communications, training content, and proprietary systems.

Credentials means Agency's IATA (International Air Transport Association) number, ARC (Airlines Reporting Corporation) number, CLIA (Cruise Lines International Association) number, seller of travel licenses, and any other travel industry qualification, certification, or registration held by Agency.

Digital Misconduct means any improper, unauthorized, or harmful use of digital platforms, systems, communications, social media, or online identities in connection with the Agency or its business operations.

E&O Insurance means Errors and Omissions insurance, a professional liability insurance policy that protects travel agents and agencies against claims alleging financial harm caused by the Agent's mistakes, negligent acts, oversights, or failure to perform professional duties in the course of providing travel services.

Entity Agent means an Agent that is organized as a limited liability company, corporation, partnership, or other legal entity rather than operating as a sole proprietor or natural person.

Form 1099-NEC means an IRS tax form used to report non-employee compensation paid to independent contractors. The Agency will issue this form to Agents as required by law.

Fraud means any intentional act of deception, misrepresentation, identity misuse, or unauthorized financial activity conducted for personal or financial gain, whether directed at the Agency, its clients, suppliers, employees, or any other party.

IATA means International Air Transport Association, a global airline industry trade association whose agent accreditation numbers are used for airline ticketing.

Identity Misuse means the unauthorized use, impersonation, or representation of another individual's name, identity, credentials, or personal information, including but not limited to Agency executives, employees, or agents.

Immediate Termination means termination of the Agent's affiliation with the Agency without prior warning, reserved for serious violations including fraud, identity misuse, and harassment.

Marks means Agency's copyrights, trademarks, trade names, brands, and logos, whether or not applied for, registered, or granted, as existing from time to time.

Membership Tier means the Agent's selected commission and hosting fee plan, as described in Section 7.2 of this Agreement. The two available Membership Tiers are Basic and Pro.

Net Booking or **Net Rate** means a discounted travel rate made available by certain Suppliers exclusively for the personal travel use of credentialed travel agents, not for client resale or transfer to third parties.

Owner means any natural person who holds a direct or indirect ownership interest in an Entity Agent, including but not limited to members of a limited liability company, shareholders of a corporation, and general or limited partners of a partnership.

PCI or **PCI DSS** means Payment Card Industry Data Security Standard, the set of security requirements governing the handling, storage, and transmission of credit and debit card information.

Personal Guarantee means the guarantee described in Section 17 of this Agreement, pursuant to which the Owner(s) of an Entity Agent personally guarantee certain obligations under this Agreement.

Progressive Discipline means a structured corrective process implemented by the Agency in response to policy violations, consisting of escalating steps including verbal warning, written warning, and termination.

Referral Fee means the one-time fee of ten (\$10.00) or fifteen (\$15.00) dollars (depending on the Membership Tier hosting fee chosen) payable by the Agency to a Referring Agent for each Referred IC, as described in Section 7.9 of this Agreement.

Referred IC means any person or entity that (a) is referred to the Agency by an existing Agent for affiliation as an independent contractor, and (b) subsequently executes an Independent Travel Agent Agreement with the Agency and purchases a Membership Tier hosting fee.

Referring Agent means an Agent who refers a person or entity to the Agency for affiliation as an independent contractor and whose referral results in the referred person or entity becoming a Referred IC.

Supplier means a provider of Travel Services to Travelers.

Travel Services means travel products and services provided by Suppliers to Travelers, including air, land, or water transportation, lodging, auto rentals, tours, excursions, entertainment, food and drink services, and similar products and services.

Traveler means a user of Travel Services.

Trip means the composite of all Travel Services booked by ITA for a Traveler.

1.3 Interpretation of Terms

Unless otherwise specified, words in the singular include the plural and vice versa. References to individuals include entities where applicable. The terms "including" or

“includes” mean “including but not limited to.” Section headings are for organizational purposes only and do not affect interpretation. This Agreement shall be interpreted in a manner that gives full effect to its intent and the protections it is designed to provide.

SECTION 2 — SCOPE AND PURPOSE

This Agreement, which includes Appendix A, describes the terms regarding Agency’s engagement of ITA to make Bookings under Agency’s Credentials in exchange for Compensation.

The Agent’s operational responsibilities, performance expectations, training requirements, booking procedures, conduct standards, and other day-to-day policies are set forth in the separately published Cornerstone Travel Orientation Manual (the “Orientation Manual”), which is incorporated by reference into this Agreement.

As a condition of this Agreement, the Agent must complete the Agency’s IC Orientation Program prior to making any Bookings or conducting any Agency business. The Agent acknowledges receipt of the Orientation Manual and agrees to comply with all of the terms and conditions contained therein throughout the term of this Agreement. Failure to complete the IC Orientation Program or to comply with the Orientation Manual constitutes a material breach of this Agreement and grounds for immediate termination.

The Agency may update the Orientation Manual from time to time with reasonable advance notice; continued affiliation following the effective date of any update constitutes acceptance of the updated Orientation Manual. In the event of a conflict between this Agreement and the Orientation Manual, this Agreement is controlling.

SECTION 3 — INDEPENDENT CONTRACTOR RELATIONSHIP

3.1 Independent Contractor Status

The Agent is engaged by the Agency as an independent contractor and is not an employee, partner, joint venturer, or legal agent of the Agency. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture. The Agent is not entitled to employee benefits of any kind, including but not limited to health insurance, paid time off, retirement contributions, unemployment benefits, or workers’ compensation coverage.

Each Party (1) holds itself out to third parties as a business with the same or substantially similar operations as reflected in this Agreement; (2) operates a business separate from and economically independent of the other Party; (3) manages its own business operations, including fees, scheduling, timing, marketing, advertising, hiring and firing staff, and profits and losses; (4) is responsible for its own costs to perform obligations under this Agreement, including costs for its own workspace, equipment, and other

necessary materials; (5) makes separate and independent investments to support and expand its business; (6) performs obligations under this Agreement using its own specialized skills; and (7) has exercised its right to negotiate the term, termination, and other provisions of this Agreement.

Neither Party: (1) will participate in benefits, insurance, workers' compensation, retirement, vacation, or any similar plan the other Party makes available to its employees; (2) is subject to the other Party's control or supervision regarding the manner, means, places, and times of performance under this Agreement; (3) provides services that are integral, critical, necessary, or central to the principal business of the other Party; or (4) has the authority to bind the other or to incur any obligation on the other Party's behalf.

Agency may in its discretion at any time: (1) lease to ITA office space and the use of office equipment to facilitate this Agreement, which will not impact the independent contractor relationship described above; (2) engage with any travel industry host or consortium, or enter into any other affiliation, subject to giving ITA written notice; and (3) conduct a background review of ITA.

3.2 Termination

Either Party may terminate this Agreement at any time, for any lawful reason, or for no reason at all, upon fourteen (14) days advance notice. This right applies from the very first day of the relationship and continues throughout its entire duration.

The Agency reserves the right to terminate any Agent's affiliation at any point in time — including within the first day, week, or month of their affiliation — for any lawful business reason, or for no stated reason at all. Likewise, the Agent may terminate their affiliation at any time without notice.

3.3 Misclassification Awareness

Both the Agency and the Agent have a shared interest in ensuring that the independent contractor classification is accurate and legally supportable. The Agency has structured the Agent relationship to be consistent with independent contractor status under the IRS common law test, the U.S. Department of Labor's economic reality test (as revised effective March 11, 2024, 29 C.F.R. Part 795). The Agency does not exercise control over the methods or processes by which the Agent performs services, and the Agent is free to work with other travel agencies or clients outside of this Agreement, subject to the non-solicitation, non-circumvention, and non-competition provisions of Section 12.

If the Agent believes at any time that the nature of the relationship has changed in a way that may affect their classification, the Agent is encouraged to raise such concerns with the Agency's Chief Compliance Officer. Misclassification of workers can result in significant legal and financial consequences for both parties, and both parties agree to cooperate in good faith to maintain a properly structured independent contractor relationship throughout the term of this Agreement.

3.4 Tax and Business Obligations

The Agent is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other tax obligations arising from compensation received under this Agreement. The Agency will not withhold income taxes, Social Security taxes, Medicare taxes, or any other payroll taxes on the Agent's behalf. The Agent is responsible for making all required estimated tax payments to the IRS and applicable state taxing authorities in accordance with applicable law. The Agency will issue Form 1099-NEC where required by IRS regulations, reporting compensation paid to the Agent during the applicable tax year.

The Agent is also responsible for obtaining and maintaining all required business licenses, seller-of-travel registrations, professional certifications, and insurance applicable to the Agent's jurisdiction and business operations. Failure to maintain required licenses or registrations may result in suspension or termination of affiliation.

3.5 No Authority to Bind the Agency

The Agent has no authority to enter into contracts, incur liabilities, make financial commitments, or bind the Agency to any obligation without express prior written authorization from the Agency. Any agreements made by the Agent without such authorization are null and void as to the Agency, and the Agent assumes full personal liability for any consequences arising therefrom.

SECTION 4 — RIGHTS TO USE

Agency is the exclusive owner of Credentials and Marks. ITA will not assert any challenge to such ownership.

Agency grants to ITA a limited, non-exclusive, non-assignable, non-transferable right to use Credentials for the purpose of providing Bookings under this Agreement. ITA will not use Credentials for any other purpose without Agency's prior written consent.

Agency grants to ITA a limited, non-exclusive, non-assignable, non-transferable right to use Marks on ITA's business cards, website, letterhead, marketing collateral, signage, and similar business purposes. ITA will not use Marks for any other purpose without Agency's prior written consent.

Each ITA use of Credentials or Marks will prominently and conspicuously display the words "Independent Travel Agent" adjacent to ITA's name to avoid any impression that ITA is the Agency, a subsidiary of Agency, or an employee of Agency.

In exchange for rights to use described in this Section, ITA will pay Agency hosting fees in accordance with the Agent's selected Membership Tier, as described in Section 7.2 of this Agreement. All such fees are non-refundable.

This Section will survive termination of this Agreement.

SECTION 5 — BOOKINGS

ITA will make Bookings: (1) on a non-exclusive basis; (2) in a timely and diligent manner; (3) free of any fiduciary, professional, or personal conflict of interest; (4) without violation of any legal obligation it has to any third party; (5) in compliance with Agency policies and all laws and regulations, including seller-of-travel laws, consumer protection laws, registration, licensing, advertising, and any other requirements applicable to travel agents; and (6) all bookings shall be made subject to Agency's Terms and Conditions, copies of which must be provided to the Traveler by the ITA.

ITA will not permit any ITA employee, sub-agent, or any third-party reseller to provide Travel Services without Agency's prior written consent, which Agency may grant or withhold in its discretion. ITA will ensure each such party has agreed in writing to comply with all terms described in this Agreement.

ITA will not, without Agency's prior written consent make any Booking at net rates using Credentials, except as permitted by the Net Booking Policy in the Orientation Manual.

The following ITA activities will be processed directly through Agency: (1) all charges relating to Trip planning, change, and cancellation in any state having seller-of-travel laws or regulations; and (2) all Bookings with any destination management company, tour operator, or other Supplier that: (a) Agency has introduced to ITA; and (b) does not require travel agency credentials.

ITA will deliver to Agency all Trip Information promptly following each Booking.

ITA will deliver to Travelers written documentation of all information directly relevant to any Trip ("Trip Information") promptly following receipt of a Booking confirmation from any Supplier, including: (1) Traveler names, addresses, phone numbers, email addresses, and street addresses; (2) Trip Information and dates; (3) insurance information, including any relevant waivers; and (4) travel costs, including itemized amounts due, payments made, deposits received, balances due, and payment due dates (collectively, "Trip Cost Information").

Promptly following any payment made by a Traveler, ITA will deliver to the Traveler an updated invoice reflecting all Trip Cost Information. ITA is responsible for ensuring each Traveler receives and acts regarding travel documentation.

Agency will forward to ITA all documents it receives relating to Travelers. ITA is responsible for ensuring Travelers receive and act regarding these documents. In time-sensitive situations, Agency may forward such documents directly to Travelers at contact information on record, subject to providing notice to ITA. ITA will be responsible for costs of forwarding travel documents incurred by Agency, which Agency will deduct from Compensation.

SECTION 6 — COLLECTION AND PAYMENT

ITA will process Traveler payments for Bookings using Traveler's credit card as follows, unless directed by Agency in writing: (1) if Agency operates on a gross fee structure, ITA

will make payments to relevant Suppliers in accordance with the written directions of each Supplier; and (2) if Agency operates on a net fee structure, ITA will, subject to Agency's prior written consent and processing fees, make payments to Agency's merchant account, accompanied by a written request for Agency to pay the relevant Supplier.

ITA may charge Travelers service fees for ITA's time and expertise involved in making Bookings, subject to applicable seller-of-travel and other laws and regulations. Other than these service fees, ITA will not accept any payment directly from Travelers for any Bookings either on a gross or net basis. ITA will ensure all Traveler payments in any form are payable directly to Suppliers or Agency.

ITA will obtain credit card authorizations from Travelers and will comply with Payment Card Industry (PCI) data security standards.

SECTION 7 — COMPENSATION

7.1 Commission Ownership and Eligibility

Commissions are the exclusive property of Agency until it qualifies and determines the amount of Compensation payable under this Agreement. Agents earn Compensation on travel Bookings made through approved Agency systems that are completed in full and for which the Agency has received full payment from the Supplier. Compensation is payable after: (1) Traveler has completed the Trip; and (2) Agency collects Commissions from Suppliers relating to Bookings. Bookings that are cancelled, refunded, or subject to chargebacks prior to completion will not result in earned Compensation.

7.2 Membership Tiers and Commission Rate

The Agent shall select one of the following Membership Tiers at the time of onboarding. The selected Membership Tier determines the Agent's monthly hosting fee and Commission split:

(a) Basic Membership Tier. The Agent pays a monthly hosting fee of thirty dollars (\$30.00). Compensation is calculated at eighty percent (80%) of gross Commission earned on the Agent's Bookings, with the remaining twenty percent (20%) retained by the Agency.

(b) Pro Membership Tier. The Agent pays a monthly hosting fee of forty dollars (\$40.00). Compensation is calculated at ninety percent (90%) of gross Commission earned on the Agent's Bookings, with the remaining ten percent (10%) retained by the Agency.

The monthly hosting fee is due on the first day of each calendar month and is non-refundable. The Agent may request a change in Membership Tier by providing written notice to the Agency; any change in Membership Tier shall take effect on the first day of the next calendar month following the Agency's receipt of such notice.

Agency will provide to ITA an accounting of Compensation payable as of the close of the previous period in a form and format determined by Agency.

7.3 Agency-Provided Customer Leads

Notwithstanding the Agent's selected Membership Tier, if the Agency provides the Agent with customer leads, the Commission split on all Bookings arising from such Agency-provided leads shall be eighty percent (80%) to the Agent and twenty percent (20%) to the Agency, regardless of whether the Agent is enrolled in the Basic or Pro Membership Tier. The Agent acknowledges that this modified split reflects the Agency's investment in sourcing and developing the customer relationship. The Agent is responsible for accurately identifying in Agency systems at the time of Booking entry whether a Booking originated from an Agency-provided lead.

7.5 Minimum Payout Threshold

Commission payments are subject to a minimum payout threshold currently set at seventy-five dollars (\$75.00), unless otherwise specified in writing by the Agency. Commission balances that do not meet this threshold in a given payment period will accumulate until the threshold is met. The Agency reserves the right to modify the minimum payout threshold with advance written notice to Agents.

7.6 Payment Schedule and ACH Direct Deposit

Commission payments are processed and issued in accordance with the Agency's established payment cycles via ACH direct deposit. Submission of a completed, signed, and accurate ACH Direct Deposit Authorization Form is mandatory before any Commission payment will be released. The Agency will not issue paper checks or payments through any other method in lieu of ACH direct deposit. Agents must ensure their payment information is current and accurate in Agency systems to avoid delays. The Agency is not responsible for payment delays caused by Supplier processing issues, banking delays, or circumstances beyond the Agency's reasonable control.

7.7 Limitations on Compensation

Compensation is limited to amounts expressly provided in this Agreement. Agency will make no advance payment against prospective Compensation. Agency neither imposes nor implies any minimum or volume regarding Bookings or Compensation under this Agreement.

If ITA fails to complete the full process of any Booking, the IC Orientation Program, the onboarding process, or if the ITA is not currently up to date with the monthly hosting fee for the Agent's selected Membership Tier, ITA will earn no Compensation, and Agency will retain all Commissions, for that Booking, as reasonably determined by Agency in its discretion on a case-by-case basis.

7.8 Adjustments, Deductions, and Chargebacks

ITA is responsible and liable for all legal and financial obligations relating to any dispute or shortfall relating to any Booking. ITA will pay Agency within 5 days of written notice or Agency will deduct from Compensation the amount of any such amount not authorized by Agency, including any: (1) debit memo; (2) chargeback; (3) refund or post-sale adjustment; (4) price concession or discount; (5) non-refundable ticket issued but not used; (6) no show; (7) ITA error; (8) Commission recall; and (9) unauthorized charge or fraud.

The Agency reserves the right to adjust, deduct, or withhold Commission payments in cases involving cancellations, client refunds, Supplier adjustments, chargebacks, booking errors attributable to Agent negligence, and investigations of potential misconduct.

If Agency incurs any cost as a direct result of ITA's error or negligence, Agency will have the right to withhold Compensation to recover Agency's cost. If no Compensation is payable, ITA will pay Agency the amount of such cost within 5 days of written notice itemizing the cost. If ITA incurs any cost as a direct result of Agency's error or negligence, Agency will pay ITA the amount of such cost within 5 days of written notice itemizing the cost.

7.9 IC Referral Fee Program

(a) Eligibility. An Agent who refers a person or entity to the Agency for affiliation as an independent contractor shall be eligible for a Referral Fee, provided: (i) the Referring Agent is in good standing with the Agency at the time the referral is made and at the time the Referral Fee becomes payable; (ii) the Referring Agent has identified the referred person or entity to the Agency in writing (including via Agency referral tracking systems) prior to the referred person's or entity's submission of an application; and (iii) the referred person or entity becomes a Referred IC by executing an Independent Travel Agent Agreement and purchasing a Membership Tier hosting fee.

(b) Referral Fee Amount. The Agency shall pay the Referring Agent a one-time Referral Fee of ten (\$10.00) or fifteen (\$15.00) Dollars (depending on the Membership Tier hosting fee chosen) for each Referred IC. The Referral Fee shall be payable within the Agency's next regular Commission payment cycle following the date on which the Referred IC completes onboarding and pays their first monthly hosting fee.

(c) Payment Method. Referral Fees shall be paid via ACH direct deposit to the Referring Agent's account on file, in the same manner as Commission payments under Section 7.6.

(d) Limitations. No Referral Fee shall be payable if: (i) the Referring Agent is not in good standing at the time the Referral Fee would otherwise be payable; (ii) the referred person or entity was previously affiliated with the Agency within the twelve (12) months preceding the referral; or (iii) the referred person or entity terminates their affiliation or is terminated within thirty (30) days of their Effective Date. The Agency reserves the right to modify or discontinue the IC Referral Fee Program at any time with advance written notice to Agents.

7.10 Post-Termination Financial Obligations

Agency will have a right to invoice ITA for, and ITA will have an obligation to pay Agency, all amounts payable but not reimbursed as described in this Agreement during the term of this Agreement and for one year following its termination.

Upon termination of this Agreement, if ITA owes any amounts to Agency, Agency in its discretion will either: (1) withhold or offset such amounts against Compensation payable to ITA; or (2) charge such amounts to the credit card account provided by ITA.

If ITA fails to comply with Agency's processes as described in this Agreement, resulting in any cost to Agency, Agency reserves the right to assess late fees on such costs at 1.5% per month.

Notwithstanding any other provision of this Agreement, ITA may continue to receive Compensation on all Bookings made by ITA prior to the date of termination of this Agreement, provided that: (1) ITA continues to pay the monthly hosting fee due to the Agency in accordance with Section 7.2 for each month following termination through the completion of all such Bookings; and (2) ITA continues to service ITA's clients through the date of travel for each such Booking. For the avoidance of doubt, ITA's entitlement to post-termination Compensation is contingent upon the ongoing satisfaction of both conditions set forth in this paragraph, and failure to satisfy either condition shall result in the immediate forfeiture of any further Compensation.

In the event the Agency is required to assume responsibility for servicing any of ITA's Bookings following termination of this Agreement — whether due to ITA's failure to continue servicing clients, ITA's failure to maintain payment of the monthly hosting fee, or for any other reason — ITA waives any and all claims for Compensation on such Bookings and on all other Bookings following termination of this Agreement. In such event, the Agency shall retain all Commissions attributable to ITA's Bookings as compensation for the Agency's assumption of servicing obligations.

Upon termination of this Agreement, the Agency shall have the right to immediately terminate ITA's access to the Agency's customer relationship management system (CRM), Agency-provided email accounts, and all back-office resources, platforms, and systems. The exercise of such right by the Agency shall not affect ITA's obligation to continue servicing ITA's clients as required by this Section.

This Section will survive termination of this Agreement.

SECTION 8 — TAXES AND INDEPENDENT CONTRACTOR OBLIGATIONS

8.1 Tax Responsibility

The Agent is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes imposed on compensation received from the Agency. The Agency will not withhold taxes on the Agent's behalf. The Agent is

responsible for making required estimated tax payments and for accurately reporting all income on applicable tax returns.

Agency will not pay taxes or other contributions relating to Compensation. ITA is responsible for all local, state, and federal fees, taxes, and tax filings relating to its own income and business operations, including fees, taxes, contributions relating to payroll, social security, unemployment, disability, workers' compensation, or any other local, state, or federal programs.

ITA indemnifies Agency now and in future from all liability, claims, penalties, and interest imposed by any governmental body in connection with Compensation or this Agreement.

8.2 Form 1099-NEC Reporting

The Agency will issue a Form 1099-NEC or other applicable tax form reporting commission payments made during the tax year, as required by the Internal Revenue Service. The Agent is responsible for accurately reporting all income received under this Agreement on all applicable federal, state, and local tax returns.

8.3 Licenses and Regulatory Compliance

The Agent is responsible for obtaining and maintaining all licenses, permits, registrations, and certifications required by applicable law to conduct travel agency business in their jurisdiction, including but not limited to applicable seller-of-travel registrations. Failure to maintain required licenses may result in inactive status or termination.

8.4 Errors and Omissions (E&O) Insurance

The Agency covers each of its Independent Agents with E&O Insurance. The covered amount is \$1,500,000.00 per ITA, per occurrence. ITA is responsible for the \$500 deductible for each claim made.

In the event that an E&O claim is filed by a client or third party arising from or related to the Agent's actions, omissions, errors, or negligence in the performance of their duties under this Agreement, the Agent shall be solely responsible for paying any applicable deductible associated with the E&O insurance policy under which the claim is processed. The Agency's E&O insurance policy exists to protect the Agency's business interests and does not relieve the Agent of personal financial responsibility for their own professional errors or omissions.

The Agent's obligation to pay the applicable deductible applies regardless of the outcome of the claim, the amount of the deductible, or whether the Agent believes the claim to be valid or meritorious. The Agency reserves the right to recover the deductible amount from the Agent directly, or to offset the deductible amount against any Commissions or other amounts owed to the Agent at the time the deductible becomes due.

ITA may choose to maintain its own comprehensive general liability and professional liability (errors and omissions) insurance coverage in amounts sufficient to cover the scope of its business, such amounts to be reviewed and approved by Agency in writing

from time to time. The Agency strongly encourages all Agents to independently obtain and maintain their own personal E&O insurance policy in addition to any coverage maintained by the Agency. The E&O insurance policy has certain exclusions which may apply to any claim which, in turn, may limit or preclude coverage.

8.5 International Agents — Customer Bookings, Tax Documentation and Payment Setup

Agents who reside outside of the United States are subject to additional tax documentation and onboarding requirements. International Agents are required to complete and submit IRS Form W-8 BEN prior to receiving any commission payment from the Agency. International Agents will receive an invitation to complete their onboarding through the Agency's payroll and contractor payment platform. Agents who book travel for non-United States residents shall be solely responsible for any claim filed against Agent and/or Agency alleging violation of a foreign law, such as the European Union's Package Travel Directive (PTD).

This Section will survive termination of this Agreement.

SECTION 9 — TERM AND TERMINATION

9.1 Term

This Agreement becomes effective upon the Agent's purchase of the first month's hosting fee for the Agent's selected Membership Tier, as of the Effective Date, for an initial term of 1 month. Following the initial term, this Agreement will be renewed automatically for successive terms, each of 1 month, unless terminated as described below.

9.2 Termination by the Agency

The Agency reserves the right to terminate this Agreement and the Agent's affiliation at any time for cause, including but not limited to violations of Agency policies, misconduct, poor performance, failure to maintain active status, or non-compliance with training requirements. The Agency will provide written notice of termination identifying the reason for the decision to the extent practicable. The Agency also reserves its right to terminate for any lawful business reason, or for no stated reason at all, consistent with Section 3.2 of this Agreement.

9.3 Voluntary Termination by the Agent

The Agent may voluntarily terminate their affiliation by providing written notice to the Agency. Providing at least fourteen (14) days advance notice is recommended to allow for orderly transition of active client Bookings and outstanding obligations. The Agent agrees to cooperate with the Agency during any transition period to ensure continuity of client services.

9.4 Post-Termination Obligations

Upon termination of this Agreement for any reason, the Agent shall immediately:

- Cease using all Agency Marks, Credentials, branding, and intellectual property and remove Agency identification from all personal websites, social media profiles, business cards, and marketing materials.
- Cease accessing Agency systems, platforms, booking portals, and Supplier access granted through Agency affiliation.
- Cease all contact with Agency employees, executives, affiliated agents, Suppliers, and clients made using Agency contact information, credentials, or in any capacity that represents or implies continued affiliation with the Agency.
- Permanently delete all digital copies of Agency materials, Confidential Information, and client data in the Agent's possession, and certify such deletion in writing upon the Agency's request.
- Cooperate with the Agency in the transition of active client Bookings and pending transactions to protect client interests.
- Fulfill all outstanding financial obligations to the Agency, including reimbursement for any chargeback losses or errors attributable to the Agent.

9.5 Post-Termination No-Contact and Non-Impersonation

Upon termination of this Agreement for any reason, whether voluntary or involuntary, the Agent is immediately and permanently prohibited from the following conduct:

No Contact with Agency Personnel. The terminated Agent shall not initiate contact of any kind with any current Agency employee, officer, member, executive, or dpersonnel for any business-related purpose following termination, except as required to service bookings after termination of this Agreement as set forth Section 7.1 hereof. This prohibition covers all forms of communication including but not limited to telephone calls, emails, text messages, direct messages through social media or messaging applications, in-person contact, and communications sent through third parties on the Agent's behalf. Personal acquaintances that predate the Agent's affiliation with the Agency do not exempt the Agent from this restriction in any business-related context.

No Contact with Agency-Affiliated Agents. The terminated Agent shall not contact, solicit, or communicate with any currently affiliated Agent for the purpose of discussing Agency business, soliciting them away from the Agency, sharing grievances about the Agency, or conducting any travel-related business that competes with or circumvents the Agency. This restriction applies regardless of the platform or medium through which contact is made.

No Contact with Suppliers or Clients Using Agency Information. The terminated Agent is strictly prohibited from contacting any Supplier or client using contact information, account details, or relationship access that was obtained through their affiliation with the Agency. The Agency's Supplier and client contacts, relationships, and account information are the exclusive property of the Agency. A terminated Agent may not leverage those contacts or relationships for any personal or professional purpose following termination.

Prohibition on Misrepresentation and Impersonation Following Termination. A terminated Agent shall not, under any circumstances, represent themselves as a current agent, employee, affiliate, or representative of the Agency following the effective date of their termination. This prohibition applies in all settings and through all mediums, including but not limited to:

- Contacting Suppliers to request bookings, access, commission payments, or any other benefit while representing themselves as affiliated with the Agency.
- Contacting clients to offer travel services, discuss existing bookings, or solicit new business while representing themselves as an Agency agent.
- Using the Agency's name, logo, branding, Credentials, IATA number, CLIA number, ARC number, or any other Agency identifier in any communication, transaction, or professional representation after termination.
- Signing documents, submitting applications, or entering into agreements with Suppliers, vendors, or financial institutions while identifying as affiliated with the Agency.
- Maintaining or operating any website, social media profile, business page, or online listing that identifies the Agent as a current representative of the Agency.

Any terminated Agent who contacts Agency personnel, affiliated agents, Suppliers, or clients using the Agency's name, Credentials, or contact information, or who in any way misrepresents themselves as a current affiliate or employee of the Agency following termination, shall be in material breach of this Agreement. Such conduct may constitute fraud, identity misrepresentation, or tortious interference with the Agency's business relationships under applicable law. The Agency reserves the right to pursue all available civil remedies, including injunctive relief and recovery of damages, and to report such conduct to applicable law enforcement authorities.

9.6 Client Retention Upon Termination

Upon termination of this Agreement: (1) Agency will retain any end-user client it has sourced, including all such clients Agency may have referred to ITA during the term of this Agreement; (2) ITA will retain any end-user client it has sourced; and (3) the Parties will cooperate to transfer each such client expeditiously in accordance with this Section.

9.7 Survival of Obligations

The following provisions shall survive termination and remain in full force and effect: confidentiality and non-disclosure obligations (Section 10), intellectual property obligations (Section 11), non-solicitation, non-circumvention, non-competition, and non-disparagement obligations (Section 12), indemnification obligations (Section 13), post-termination no-contact and non-impersonation obligations (Section 9.5), personal guarantee obligations (Section 17), and all other post-termination obligations set forth in this Section 9.

This Section will survive termination of this Agreement.

SECTION 10 — CONFIDENTIALITY AND NON-DISCLOSURE

10.1 Confidentiality Obligation

During and after the term of this Agreement, the Agent agrees to hold all Confidential Information of the Agency, its clients, and its business partners in the strictest confidence. The Agent shall take all reasonable and necessary measures to protect Confidential Information from unauthorized access, use, disclosure, reproduction, or dissemination. Confidential Information may only be used for the purpose of conducting authorized Agency business activities.

10.2 No Divulging of Information

The Agent is prohibited from disclosing, sharing, publishing, distributing, or otherwise communicating any Confidential Information to any third party at any time without the express prior written consent of the Agency. This prohibition applies regardless of the form of disclosure and extends to all verbal communications, written and printed materials, electronic communications, social media posts, and any other medium. Confidential Information shall not be used by the Agent for personal financial gain or for the benefit of any competitor of the Agency.

10.3 Protected Categories of Information

The following categories of information are expressly designated as Confidential Information subject to the full protection of this Agreement:

- Client personal information, including full names, contact details, travel preferences, passport details, and financial information.
- Agency pricing structures, commission rates, supplier agreements, and financial data.
- Proprietary business strategies, marketing plans, operational procedures, and internal policies.
- Supplier relationship details, including contact information, contract terms, and negotiated rates.
- Technology systems, booking platform details, system login credentials, and access information.
- Personnel information, including compensation structures, performance data, and personal details of Agency executives and employees.
- Information regarding Referred ICs, including the identity and contact information of all agents referred by any Agent to the Agency.

Confidential Information also includes: (1) the terms of this Agreement; (2) any oral or visual information relating to Confidential Information; and (3) Confidential Information disclosed prior to the Effective Date.

Confidential Information does not include information: (1) known to both Parties prior to engagement under this Agreement; (2) developed independently by either Party without breach of a nondisclosure obligation; (3) received from a third party without breach of a nondisclosure obligation; or (4) that becomes public knowledge without breach of a nondisclosure obligation.

10.4 Compelled Disclosure

A Party may disclose Confidential Information by order of court or authority having jurisdiction if that Party: (1) discloses only Confidential Information required by the order; and (2) gives the other Party prompt written notice of each such disclosure to allow pursuit of protective orders.

10.5 Disclaimer

Neither Party: (1) makes any representation or warranty regarding its Confidential Information; (2) will have any liability for any error or omission in, or any loss or damage regarding, its Confidential Information.

10.6 Return of Confidential Information

Upon either Party's written request at any time, the other Party will promptly return, or provide written certification it has destroyed, all versions of the disclosing Party's Confidential Information.

10.7 Survival of Confidentiality Obligations

The confidentiality and non-disclosure obligations set forth in this Section shall survive the termination of this Agreement for an indefinite period. The Agent acknowledges that unauthorized disclosure of Confidential Information following termination could cause irreparable harm to the Agency, and agrees that the Agency would be entitled to seek injunctive relief in addition to any other available remedies to prevent such disclosure. Confidentiality obligations regarding any trade secret will remain in effect as long as it constitutes a trade secret under the law.

SECTION 11 — INTELLECTUAL PROPERTY AND USE OF CREDENTIALS

11.1 Ownership of Agency Intellectual Property

All Agency Marks, Credentials, proprietary systems, training content, marketing materials, branding elements, and other intellectual property are and shall remain the exclusive property of the Agency. The Agent does not acquire any ownership interest, perpetual license, or other rights in Agency intellectual property by virtue of their affiliation with the Agency, except as expressly authorized in writing.

11.2 Limited License to Use Agency Marks and Credentials

During the term of this Agreement, the Agent is granted a limited, non-exclusive, non-transferable, and revocable license to use Agency Marks and Credentials solely for the purpose of conducting authorized Agency business activities in accordance with Agency guidelines. This license does not permit the Agent to sublicense, modify, alter, or create derivative works based on Agency Marks or Credentials.

11.3 Prohibited Uses of Intellectual Property

The Agent may not use Agency Marks, Credentials, or branding for personal business ventures, side activities, or any purpose unrelated to authorized Agency business. The Agent may not modify or create unauthorized versions of Agency logos or branding materials. The Agent may not continue to use Agency Marks or Credentials following termination of this Agreement for any reason.

11.4 Post-Termination Cessation of Use

The Agent's license to use Agency Marks and Credentials shall automatically and immediately terminate upon the termination of this Agreement. The Agent shall immediately cease all use of Agency branding, logos, trade names, Credentials, and all other Agency intellectual property, and shall remove such materials from all personal websites, social media profiles, marketing materials, business cards, and any other platform or medium.

This Section will survive termination of this Agreement.

SECTION 12 — NON-SOLICITATION, NON-CIRCUMVENTION, NON-COMPETITION, AND NON-DISPARAGEMENT

12.1 Non-Solicitation of Clients

During the term of this Agreement and for twelve (12) months following termination, the Agent agrees not to directly or indirectly solicit, contact, or attempt to divert any Agency client for the purpose of providing travel services outside of the Agency. This restriction applies to all clients with whom the Agent had direct contact or whose information the Agent had access to through Agency systems.

12.2 Non-Solicitation of Agents and Employees

During the term of this Agreement and for twelve (12) months following termination, the Agent agrees not to solicit, recruit, or encourage any Agent affiliated with the Agency or any Agency employee to terminate their affiliation or employment with the Agency or to join any competing organization. Public job postings and requests for proposals will not be a breach of this Section.

12.3 Non-Circumvention

The Agent agrees not to bypass the Agency to conduct business directly with Suppliers, vendors, or business partners introduced through Agency affiliation, for the purpose of conducting travel-related business outside of Agency-approved channels, during the term of this Agreement and for twelve (12) months following termination.

12.4 Non-Competition — Referred ICs

(a) Restriction. During the term of this Agreement and for twelve (12) months following termination for any reason, a Referring Agent shall not, directly or indirectly, solicit, recruit, encourage, induce, or attempt to cause any Referred IC to: (i) terminate or reduce their affiliation with the Agency; (ii) transfer their affiliation to any competing host agency, travel agency, or travel organization; or (iii) join, affiliate with, or provide services to any travel agency, host agency, consortium, or travel-related business that competes with the Agency.

(b) Scope. This restriction applies exclusively to Referred ICs — that is, agents whom the Referring Agent personally referred to the Agency as described in Section 7.9. The restriction applies regardless of whether the Referring Agent's termination was voluntary or involuntary, and regardless of the reason for termination.

(c) Acknowledgment. The Referring Agent acknowledges that Referred ICs constitute valuable business relationships of the Agency, that the Agency has invested resources in onboarding, training, and supporting each Referred IC, and that the Referring Agent's knowledge of and relationship with Referred ICs was developed through the Referring Agent's affiliation with the Agency. The Referring Agent further acknowledges that this restriction is reasonable in scope, duration, and geographic application, and is necessary to protect the Agency's legitimate business interests.

(d) Survival. This non-competition restriction shall survive termination of this Agreement for the twelve (12)-month period described in subsection (a), regardless of the reason for termination.

12.5 Non-Disparagement

The Agency agrees not to make, publish, or cause to be made or published any statement that disparages, defames, or reflects negatively upon the Agent's professional reputation or business practices, except as may be necessary to enforce the terms of this Agreement or to comply with legal or regulatory obligations.

During the term of this Agreement and at all times following its termination, the Agent agrees not to make, publish, or cause to be made or published any statement, whether written, oral, electronic, or otherwise, that disparages, defames, or reflects negatively upon the Agency, its owners, members, officers, executives, employees, affiliates, agents, services, products, business practices, or reputation. This prohibition extends to all forms of communication, including but not limited to social media posts, online reviews, blog posts, forum comments, interviews, and statements made to clients, Suppliers, competitors, or any third party.

The Agent acknowledges that a breach of this non-disparagement obligation may cause irreparable harm to the Agency's business reputation and goodwill, and that monetary damages alone may be an insufficient remedy. Accordingly, in addition to any other remedies available at law or in equity, the Agency shall be entitled to seek injunctive relief to prevent or restrain any actual or threatened breach of this provision.

Nothing in this Section shall prohibit either Party from: (a) making truthful statements in connection with any legal proceeding, arbitration, or governmental investigation; (b) providing truthful information in response to a lawful subpoena, court order, or governmental inquiry; (c) communicating internally within the Agency regarding legitimate business matters, including performance evaluations and disciplinary actions; or (d) exercising any rights protected under applicable law, including the right to engage in protected concerted activity under the National Labor Relations Act or to report suspected violations of law to governmental authorities.

12.6 Remedies

The Agent acknowledges that violations of this Section would cause irreparable harm not adequately compensated by monetary damages alone. The Agency shall be entitled to seek injunctive relief to prevent violations, in addition to any other available remedies, without the necessity of proving actual damages.

This Section will survive termination of this Agreement.

SECTION 13 — LIABILITY AND INDEMNIFICATION

13.1 Limitation of Agency Liability

The Agency shall not be liable to the Agent or any third party for losses arising from Supplier failures, travel disruptions, the Agent's own errors or omissions, changes in Supplier pricing or availability, or any circumstances outside the Agency's reasonable control. The Agency's total liability to the Agent under this Agreement shall not exceed the total Commission paid to the Agent in the twelve (12) months preceding the event giving rise to the claim. The Agency's E&O insurance policy does not extend coverage to the Agent's personal financial obligations, including but not limited to the Agent's responsibility for E&O deductibles as described in Section 8.4.

IN NO EVENT SHALL THE AGENCY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE AGENT'S BOOKINGS, OR ANY TRAVEL PRODUCTS OR SERVICES. THE AGENCY SHALL NOT BE LIABLE FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY, BANKRUPTCY, INSOLVENCY, OR NON-PERFORMANCE OF ANY SUPPLIER AND/OR ITS RESPECTIVE EMPLOYEES, CONTRACTORS, MANAGERS, OWNERS, AGENTS, OR OPERATORS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY THE AGENCY SHALL BE LIMITED TO THE AMOUNTS PAID TO THE AGENT AS COMMISSION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.2 Agent Indemnification

The Agent agrees to indemnify, defend, and hold harmless the Agency, its owners, officers, members, executives, employees, affiliates, agents, representatives, advisors, successors, and assigns from and against any and all claims, damages, losses, liabilities, judgments, settlements, penalties, costs, and expenses (including reasonable attorney's fees and the advancement of the same) arising from or related to: (i) the Agent's performance of services under this Agreement; (ii) the Agent's breach or violation, or threatened breach or violation, of any obligation herein; (iii) the Agent's negligence, willful misconduct, or any acts or omissions, including any damage caused by the Agent to persons or property; (iv) claims made by clients or third parties arising from the Agent's actions or omissions; (v) violations of applicable law by the Agent; (vi) any force majeure or inherent risk of travel in connection with services the Agent arranged; and (vii) claims brought by third parties in connection with any of the foregoing. This indemnification obligation expressly includes any E&O claims, deductible amounts, legal fees, or related costs arising from the Agent's professional errors or omissions.

13.3 Exclusion of Other Representations

Each Party's obligations and liabilities are as stated in this Agreement. All other representations or warranties — express or implied, by statute, law, or otherwise — are excluded.

The terms of this indemnification provision shall survive any termination or cancellation of this Agreement, whether by operation of law or otherwise.

SECTION 14 — DISPUTE RESOLUTION AND ARBITRATION

14.1 Informal Resolution

In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt resolution through good-faith informal negotiation. Either Party may initiate this process by providing written notice describing the dispute in reasonable detail. The Parties shall have thirty (30) days from such notice to attempt informal resolution.

14.2 Binding Arbitration

If informal resolution is unsuccessful, disputes shall be submitted to binding arbitration administered in the State of Texas, in accordance with the rules of a mutually agreed-upon arbitration service. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs unless the arbitrator determines otherwise.

14.3 Exceptions

Either Party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm, including enforcement of confidentiality, non-solicitation, non-competition, or intellectual property provisions, without first submitting the matter to arbitration.

14.4 Class Action Waiver and Limitation of Damages

THE AGENT AGREES THAT ANY CLAIMS AGAINST THE AGENCY WILL BE BROUGHT ONLY IN THE AGENT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THE AGENCY SHALL NOT IN ANY CASE BE LIABLE FOR OTHER THAN COMPENSATORY DAMAGES, AND THE AGENT'S EXECUTION OF THIS AGREEMENT MEANS THAT THE AGENT EXPRESSLY WAIVES ANY RIGHT TO PUNITIVE DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGENT FURTHER AGREES THAT IN NO EVENT SHALL THE AGENCY'S LIABILITY TO THE AGENT (OR THE AGENT'S HEIRS, SUCCESSORS, AND ASSIGNS), FROM

ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, EQUITY, OR OTHERWISE), EXCEED THE AMOUNTS PAID TO THE AGENT AS COMMISSION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND THIS SHALL CONSTITUTE THE AGENT'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY THE AGENCY.

14.5 Notice of Claim and Limitation Period

THE AGENT UNDERSTANDS AND AGREES THAT NO CLAIMS AGAINST THE AGENCY WILL BE CONSIDERED UNLESS THE AGENT HAS FIRST PROVIDED A WRITTEN NOTICE OF CLAIM TO THE AGENCY WITHIN THIRTY (30) DAYS AFTER THE EVENT GIVING RISE TO THE CLAIM OR, IN THE CASE OF A DISPUTE RELATING TO COMPENSATION, WITHIN THIRTY (30) DAYS AFTER THE APPLICABLE PAYMENT DATE. THE AGENT FURTHER AGREES TO FILE ANY LEGAL ACTION WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM, AND THE AGENT ACKNOWLEDGES THAT THIS PROVISION EXPRESSLY LIMITS THE APPLICABLE STATUTE OF LIMITATIONS TO ONE (1) YEAR TO THE FULLEST EXTENT PERMITTED BY LAW.

SECTION 15 — MANDATORY CLIENT-FACING PROTECTIONS

15.1 Purpose and Scope

The Agent is required to provide every Traveler with Agency's written terms and conditions prior to or at the time of Booking that include, at a minimum, the protections described in this Section 15. The Agent shall ensure that each Traveler has read, understood, and agreed to these terms before any payment is accepted or Booking is confirmed. Failure to provide adequate client-facing protections as required by this Section may result in the Agent bearing sole liability for any claims, losses, or damages that would otherwise have been mitigated by such protections, and may constitute a material breach of this Agreement.

15.2 Supplier Disclaimer and Agency Scope

The Agent's client-facing terms must clearly disclose that the Agency and the Agent do not provide, own, manage, operate, supervise, or control the travel services and products that are or may be provided as part of the Traveler's Trip, including flights, accommodations, cruises, rental cars, packages, or travel insurance ("Travel Products"). All Travel Products are owned, controlled, operated, or made available by independent third-party Suppliers, and those Suppliers are solely responsible for the Travel Products as well as any and all benefits, perks, or amenities. The Supplier's terms, conditions, and privacy policies apply to the Traveler's Booking. The client-facing terms must state that the Agency and Agent act only as agents for the Traveler in acquiring Travel Products,

and on the express condition that neither the Agency nor the Agent shall be responsible for any act, omission, negligence, bankruptcy, insolvency, or default of any Supplier. The client-facing terms shall further state:

TRAVELER FURTHER AGREES THAT NEITHER THE AGENCY NOR THE AGENT SHALL BE LIABLE FOR ANY INJURY TO PERSON OR PROPERTY, OR ANY OTHER LIABILITY WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES IN CONNECTION WITH THE TRAVEL PRODUCTS OR SERVICES BOOKED WITH ANY SUPPLIER.

15.3 Cancellation, Changes, and Refund Policy

The Agent's client-facing terms must include a clear cancellation and refund policy that discloses: (a) all amounts paid are non-refundable unless waived by the Agency or the Agent in their sole discretion; (b) all Suppliers have their own cancellation policies which apply to the Traveler's Booking and may involve additional charges or fees; (c) if the Traveler is entitled to a refund, the Supplier is solely responsible for the refund, not the Agency or Agent; (d) Suppliers may choose to provide a travel voucher or credit in lieu of refund; (e) neither the Agency nor the Agent is responsible for a Supplier's failure to pay a refund, issue a voucher, or for Supplier bankruptcy or insolvency; (f) there will not be any refund for any unused portion of a travel Booking; and (g) cancellation must be made in writing. The Agent may charge a cancellation processing fee of no less than \$150.00 per person per Booking and a change fee of no less than \$100.00 per Traveler per Booking, in addition to any Supplier-imposed fees.

15.4 Travel Protection and Insurance

The Agent shall strongly recommend to every Traveler the purchase of comprehensive travel protection and insurance coverage, and the Agent's client-facing terms must disclose that travel protection is NOT included in the cost of the Trip. The client-facing terms must state that it is the Traveler's responsibility to protect their purchases, and that coverage should include Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage Insurance. The terms must further state that if the Traveler chooses to travel without adequate insurance coverage, neither the Agency nor the Agent will be liable for any of the Traveler's losses howsoever arising, for which travel protection plan coverage would otherwise have been available. The Agent must document in writing whether each Traveler accepted or declined travel protection for every Booking.

15.5 Traveler Documentation, Destinations, and Health Requirements

The Agent's client-facing terms must require the Traveler to acknowledge sole responsibility for obtaining and carrying a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. The terms must disclose that the Agency and Agent bear no responsibility for advising or obtaining required travel

documentation for the Traveler, or for any delays, damages, or losses including missed portions of the Trip related to improper documentation or government decisions about entry. The terms must state that names provided must match the Traveler's passport, and that the Traveler voluntarily assumes full and sole responsibility for risks and costs involved with failure to report errors or omissions in documentation. The terms must also advise Travelers to review travel prohibitions, warnings, and advisories issued by the United States Government prior to booking travel to international destinations, and must state that should the Traveler choose to travel to a country with an active travel warning or advisory, neither the Agency nor the Agent will be liable for resulting damages or losses.

15.6 Assumption of Risk and Waiver

The Agent's client-facing terms must include an assumption of risk and liability waiver provision requiring the Traveler to acknowledge that travel inherently involves risks, including but not limited to risk of injury or death from force majeure, motor vehicle collisions, water-related activities, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, exposure to the elements, the negligence of others, attack by or encounter with animals, accidents or illness in remote locations, and known or unknown medical conditions. The Traveler must accept and assume full responsibility for any and all risks of illness, injury, or death and agree to hold harmless and fully release the Agency, the Agent, and their respective representatives from any and all claims associated with the Trip, including claims of third-party negligence. This hold harmless and release shall also bind the Traveler's heirs, legal representatives, and assigns, and shall survive any termination or cancellation of the booking terms.

15.7 Traveler Indemnification

The Agent's client-facing terms must require the Traveler to indemnify and hold harmless the Agency, the Agent, and their respective representatives from any expenses, losses, liabilities, damages, judgments, settlements, and costs (including reasonable attorney's fees and the advancement of the same) arising from: (i) the Traveler's breach or violation of the booking terms; (ii) any of the Traveler's acts or omissions, including any damage caused to persons or property while participating in the Trip; (iii) any force majeure or inherent risk of travel; or (iv) claims brought by third parties in connection with any of the foregoing.

15.8 Payment Methods and Chargebacks

The Agent's client-facing terms must require the Traveler to provide a written or click-through credit card authorization for every transaction relating to the Trip, and must state that such authorization is a legally binding agreement and an acknowledgment of the booking terms. The terms must require the Traveler to agree not to make any improper chargebacks and must define the following chargeback scenarios as improper: (a) chargebacks resulting from non-cancellable reservations; (b) chargebacks resulting from charges authorized by family, friends, or associates with access to the Traveler's credit card; (c) chargebacks arising from inconsistency or inaccuracy in a Supplier's product

description; (d) chargebacks resulting from force majeure; (e) chargebacks resulting because the Traveler does not agree with the cancellation policy; (f) chargebacks resulting because the Traveler was not provided with an itemized cost breakdown; and (g) chargebacks resulting from dissatisfaction with Supplier services. The terms must state that the Agency and Agent retain the right to dispute any improper chargeback and recover costs, including attorney's fees, and to cancel any travel reservation related to an improper chargeback.

15.9 Force Majeure Disclosure

The Agent's client-facing terms must include a force majeure provision substantially similar to Section 16.5 of this Agreement, disclosing that neither the Agency nor the Agent assumes liability for any loss, damage, delay, or cancellation resulting from Force Majeure events. The terms must state that in circumstances amounting to Force Majeure, neither the Agency nor the Agent shall be required to refund any money to the Traveler, except to the extent monies can be recovered from Suppliers.

15.10 Airfare Disclaimers

The Agent's client-facing terms must disclose that the Traveler's contract for airfare is with the air carrier and subject to its terms, conditions, and policies, and that neither the Agency nor the Agent will be liable for any fees or expenses, including change fees, cancellation fees, or other additional costs incurred with the air carrier. The terms must advise Travelers to re-confirm flight schedules within twenty-four (24) hours prior to departure, and must state that baggage and personal effects are at all times the sole responsibility of the Traveler.

15.11 Traveler Behavior

The Agent's client-facing terms must state that each Traveler is expected to act responsibly and adhere to all behavior guidelines established by Suppliers. The terms must state that Suppliers reserve the right to remove the Traveler from any facility, transportation, or tour if the Traveler's health or conduct endangers themselves or others, and that in such case there will be no refund. The Traveler must accept responsibility for any damage or loss caused by the Traveler or anyone traveling with them.

15.12 Photographic/Video Likeness and Feedback

The Agent's client-facing terms must include a provision granting the Agency and Agent a royalty-free, perpetual, and irrevocable license to publish any testimonials, reviews, photographs, and/or videos of the Trip or Traveler in any form of media without obtaining further consent and without compensation, solely for purposes of marketing travel services. The Traveler must release the Agency, the Agent, and their representatives from any liability in connection with any use of such photographs and/or video.

15.13 Governing Law, Venue, and Dispute Resolution in Client-Facing Terms

The Agent's client-facing terms must include a governing law clause specifying that the booking terms shall be governed by and construed in accordance with the laws of the State of Texas, and that any claims shall be exclusively brought in a court of competent jurisdiction located in Galveston County, Texas, with the Traveler waiving any claim of inconvenient forum. The client-facing terms must also include a jury trial waiver, a class action waiver, a waiver of punitive damages, and a notice of claim provision requiring written notice within thirty (30) days after the Trip or cancellation, with a requirement that any suit be filed within one (1) year of the incident.

15.14 Agency Review and Approval

The Agency reserves the right to review and approve the Agent's client-facing terms and conditions at any time to ensure compliance with this Section 15 and applicable law. The Agency may, at its discretion, provide a template or model set of client-facing terms for the Agent's use. If the Agency provides a template, the Agent shall use it without material modification unless the Agent obtains the Agency's prior written consent. The Agent shall not use any client-facing terms that conflict with or diminish the protections required by this Section.

This Section shall survive termination of this Agreement.

SECTION 16 — GOVERNING LAW AND GENERAL PROVISIONS

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the courts of Galveston County, Texas, or the United States District Court for the Southern District of Texas, for any legal proceedings not subject to arbitration.

16.2 Amendments

The Agency reserves the right to amend, modify, or update this Agreement at any time with reasonable advance notice to Agents through Agency communication channels. Continued affiliation following the effective date of any amendment constitutes acceptance of the amended Agreement. Amendments may also be made by a written instrument signed by authorized representatives of both Parties.

16.3 Assignment

Neither Party will assign any right or obligation under this Agreement without the other Party's prior written consent, which will not be unreasonably withheld or delayed.

16.4 Waiver

Failure by either Party to enforce any provision of this Agreement on any occasion shall not constitute a waiver of that Party's right to enforce such provision in the future. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No right is exclusive of any other right, and each right is cumulative.

16.5 Force Majeure

Neither Party shall be liable for failure or delay in performance resulting from causes beyond their reasonable control, including acts of God, natural disasters, epidemics, pandemics, governmental actions, acts of terrorism, or other force majeure events. The affected Party shall promptly notify the other and shall use reasonable efforts to resume performance as soon as practicable.

Neither Party assumes any liability for any loss, damage, delay, or cancellation resulting in whole or in part from any force majeure condition, including, without limitation: acts of God, natural disasters, fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms, riots or civil commissions or disturbances, or any other acts of a similar nature, sabotage, cybersecurity issues and/or technology outages or disruptions, changes of schedules or operational decisions of air carriers or other transportation providers, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics (including, without limitation, COVID-19 or any successor variant), warnings or alerts of any kind or nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to facilities of either Party or any Supplier, or any other unforeseen circumstances or any other factors beyond the reasonable control of either Party that negatively impact or hamper the ability to fulfill any contractual obligations (collectively, "Force Majeure"). In circumstances amounting to Force Majeure, neither Party shall be required to refund any money to the other Party, although if the affected Party can recover any monies from Suppliers (and is under no obligation to do so), such amounts will be credited or refunded without additional charge. The affected Party shall promptly notify the other Party in writing of the Force Majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable.

16.6 Severability

If any provision of this Agreement is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or severed from the Agreement if modification is not possible. Remaining provisions shall remain in full force and effect.

16.7 Discretion

While each Party acknowledges its duty of good faith and fair dealing, a Party's discretion means it may consider its own interests without considering the effect of its decision on the other Party.

16.8 Interpretation

The Parties intend that: (1) headings will not be used to interpret this Agreement; (2) the word "including" is without limitation; (3) no text will be construed against either Party as author; and (4) all text is conspicuous.

16.9 Publicity

Neither Party will use or display in public the other Party's name, logo, content, or other intellectual property without the other Party's prior written consent.

16.10 Acceptance

The Parties may confirm their acceptance of this Agreement in writing, digitally, or electronically, including by clickwrap, sign-in-wrap, or other active or passive electronic confirmation. Any counterparts created will constitute a single original document.

16.11 Notices

Notices will be in writing and deemed given when sent with receipt confirmation by email, prepaid registered or certified mail, or prepaid courier service to the receiving Party's address in this Agreement or other address provided in writing for purposes of notice.

16.12 Equitable Relief

Either Party may seek injunctive or other equitable relief to remedy any actual or threatened breach of this Agreement.

16.13 Further Assurances

Each Party will perform additional acts as necessary to effect this Agreement. The Parties will address together in good faith any unforeseen issues that arise from this Agreement with a view to mitigating any material adverse impact on either Party.

16.14 Electronic Communications

The Agent consents to receive electronic communications from the Agency, and the Agent agrees that all documents, notices, disclosures, and other communications that the Agency provides to the Agent electronically, via email or through text, satisfy any legal requirement that such communications be in writing. The Agent further agrees that electronic signatures, click-through acceptances, and digital confirmations shall have the same legal effect as original ink signatures for all purposes under this Agreement.

SECTION 17 — PERSONAL GUARANTEE FOR ENTITY AGENTS

17.1 Applicability

This Section 17 applies only to Agents that are Entity Agents — that is, Agents organized as a limited liability company, corporation, partnership, or other legal entity rather than operating as a sole proprietor or natural person.

17.2 Personal Guarantee Required

If the Agent executing this Agreement is an Entity Agent, each Owner or Member of the Entity Agent shall execute a Personal Guarantee as a condition of the Entity Agent's affiliation with the Agency. By executing the Personal Guarantee, each Owner personally, unconditionally, and irrevocably guarantees the full and faithful performance of all obligations of the Entity Agent under this Agreement, including but not limited to financial obligations, indemnification obligations, confidentiality obligations, and any amounts owed to the Agency for chargebacks, adjustments, deductions, E&O deductibles, and other liabilities arising under this Agreement.

17.3 Maximum Guarantee Amount

The aggregate personal liability of all Owners or Members under the Personal Guarantee shall not exceed two thousand five hundred dollars (\$2,500.00) per calendar year. For the avoidance of doubt, this cap applies collectively to all Owners or Members of the Entity Agent — not on a per-Owner or Member basis — and resets on January 1 of each calendar year. This limitation does not apply to, and does not cap, any liability arising from the Owner's or Member's own fraud, willful misconduct, or intentional misrepresentation.

17.4 Joint and Several Liability

If the Entity Agent has more than one Owner or Member, the Personal Guarantee obligations of each Owner or Member shall be joint and several, up to the aggregate cap set forth in Section 17.3. The Agency may pursue any one or more Owners or Member for the full guaranteed amount without first proceeding against the Entity Agent or any other Owner.

17.5 Execution

Each Owner required to execute a Personal Guarantee shall do so by signing the Personal Guarantee Addendum attached to this Agreement at the time of the Entity Agent's execution of this Agreement. The Personal Guarantee Addendum shall be in a form provided by the Agency and shall incorporate the terms of this Section 17 by reference. No Entity Agent shall be permitted to commence business under this Agreement until all required Personal Guarantees have been executed.

17.6 Survival

The Personal Guarantee obligations set forth in this Section shall survive termination of this Agreement with respect to any obligations of the Entity Agent that arose during the term of this Agreement.

SECTION 18 — ENTIRE AGREEMENT

18.1 Entire Agreement Clause

This Agreement, including all policies, guidelines, and addenda incorporated by reference herein (including the Orientation Manual and any Personal Guarantee Addendum), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, and negotiations, whether written or oral. If any conflict arises between the body of this Agreement and an appendix or incorporated document, this Agreement will control.

18.2 No Oral Modifications

This Agreement may not be modified, supplemented, or amended except as provided in Section 16.2 of this Agreement. No oral representations, promises, or agreements shall be binding with respect to the subject matter of this Agreement.

SECTION 19 — EXECUTION AND SIGNATURES

19.1 Acknowledgment of Agreement

By signing below, all parties acknowledge that they have carefully read and fully understand this Agreement in its entirety, that they agree to be bound by all terms and conditions set forth herein, that they have had the opportunity to seek independent legal counsel prior to signing, and that this Agreement is entered into freely, voluntarily, and without duress or coercion of any kind.

19.2 Binding Effect

This Agreement shall become effective upon execution by the Agent and a duly authorized representative of the Agency and shall remain in full force and effect until terminated in accordance with the provisions of Section 9 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date stated on the cover page of this document.

AGENT (INDEPENDENT CONTRACTOR)

Printed Name: _____

Signature: _____

Date: _____

Selected Membership Tier (check one):

☐ **Basic** — \$30.00/month | 80/20 Commission Split | \$10 Referral Fee

☐ **Pro** — \$40.00/month | 90/10 Commission Split | \$15 Referral Fee

Cornerstone Collective Management, LLC, d/b/a Cornerstone Travel

By: Sean Overton, Chief Executive Officer

Signature: _____

Date: _____

PERSONAL GUARANTEE ADDENDUM

This Addendum is required only for Entity Agents as defined in Section 17 of the Agreement.

The undersigned Owner(s)/Member(s) of _____ [Entity Agent name], having read and understood Section 17 of the Independent Travel Agent Agreement dated _____, 20____, hereby personally, unconditionally, and irrevocably guarantee the full and faithful performance of all obligations of the Entity Agent under the Agreement, subject to the aggregate annual cap of two thousand five hundred dollars (\$2,500.00) per calendar year as set forth in Section 17.3. This Personal Guarantee is joint and several if more than one Owner signs below.

This guarantee does not limit any Owner's liability for fraud, willful misconduct, or intentional misrepresentation.

OWNER/MEMBER 1:

Printed Name: _____

Title/Role: _____

Ownership Percentage: ____%

Signature: _____

Date: _____

OWNER/MEMBER 2 (if applicable):

Printed Name: _____

Title/Role: _____

Ownership Percentage: ____%

Signature: _____

Date: _____

OWNER/MEMBER 3 (if applicable):

Printed Name: _____

Title/Role: _____

Ownership Percentage: ____%

Signature: _____

Date: _____

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