

Independent Contractor Agreement

This Independent Contractor Agreement hereafter referred to as "IC Agreement" is entered between 3D Travel Xscursions, LLC., hereinafter referred to as "3DTX" having its principal place of business at 5159 Coloma Court, Indianapolis, IN and the Independent Contractor, hereinafter referred to as "IC." 3DTX and IC are jointly referred to herein as "the Parties."

1. Relationship.

Contractual Status. The IC is an independent contractor, and by agreeing to this IC Agreement is not being engaged as an employee of 3DTX. It is the obligation of the IC to conduct its business in compliance with all statutory and regulatory requirements as may be required by law, without reliance upon 3DTX. All ICs must be a minimum of eighteen (18) years of age and be a US citizen or entity. This IC Agreement sets forth the requirements of the ICs booking of travel with 3DTX, which is non-exclusive, as well as the purchase of services from 3DTX. The terms of access to services and commissions related to the IC's sale of travel are set forth in this IC Agreement. Should the IC make use of the opportunity to book travel with 3DTX, it agrees to be bound under the terms of this IC Agreement in doing so. As stated in this IC Agreement, 3DTX reserves the right to terminate this IC Agreement.

IC Will Provide Their Own Business Supplies and Be Responsible for Their Own Expenses. IC shall provide his/her own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing his/her duties under this IC Agreement.

<u>Place of Work.</u> The IC may choose where the work is to be performed.

<u>Hours.</u> IC may work whatever hours he/she desires. There are no set office hours that must be maintained by the IC. The IC is not required to attend office meetings or training sessions, although attendance is highly suggested.

Risk of Loss/Profit Potential. IC assumes the risk of incurring a loss if the shared sales commission does not cover their business expenses. Similarly, IC enjoys the right to earn a profit yielded by commissions shared pursuant to this IC Agreement.

No Entitlement to Vacation or Health Benefits as IC. As a self-employed individual, the IC shall not receive or earn any vacation, sick, or PTO pay from 3DTX and is not covered under the medical, dental, or vision plans.

IC Shall Be Responsible for Filing All Taxes. The IC agrees to be responsible for all federal, state, and local payments related to the commissions received from 3DTX. IC agrees to be fully responsible for complying with all federal, state, and local laws in connection with performance of this IC Agreement, including, but not limited to, payment of any estimated or other federal, state, or local income taxes, payment of applicable charges for social security, FICA, worker's compensation, and obtaining any required state or local licenses or registration as a self-employed Seller of Travel/IC. IC is also responsible for taxes and Social Security for any employee(s).

<u>Taxes.</u> IC agrees to indemnify and hold 3DTX harmless for any assessments against 3DTX because of any failure by IC to properly pay federal, state, or local income taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or worker's compensation.

<u>Contracts and Authority to Bind.</u> The IC has no authority to bind, obligate, or commit 3DTX by any promise or representation to perform services other than the transactions covered by this IC Agreement.

<u>Insurance</u>. It is highly recommended that IC maintains comprehensive general liability insurance, errors and omissions insurance, and any another business insurance that is generally accepted to run an independent travel business.

Restrictions and Conditions. The usage of 3DTX's credentials, logos, trade names, and proprietary names by the IC is solely for the IC and those who have been granted expressed permission by 3DTX. The IC shall not divulge or otherwise allow any other party to use such credentialing or to allow for the usage of 3DTX's credentials in which someone other than the IC is claiming a portion of commission earned under this Agreement.



An IC who is employed by a travel agency or travel supplier is presumed to have a duty of loyalty to their employer and restrictions as to their time during employment hours. 3DTX reserves the right to terminate any IC who is employed with a travel agency or travel supplier.

2. Enrollment Requirements and Terms.

<u>Enrollment Forms.</u> All Enrollment Forms are required to be completed by all potential ICs for consideration by 3DTX. 3DTX reserves the right to decline any enrollment request. All forms must be completed and sent to 3DTX within thirty (30) days of signing this IC Agreement. Failure to timely submit an Enrollment Form will result in the forfeiture of any registration fees. 3DTX will assess a \$150 Early Cancellation fee, and the remaining amount will be refunded to the IC.

Terms of IC Agreement. By submitting Enrollment Form, IC is agreeing to twelve (12) consecutive months of service on an annual continuing basis at \$50.00/month or \$525.00 annually (if selected). This Service fee is subject to change by 3DTX for any renewal period, upon 30-day notice to the IC. This term will renew automatically unless IC or 3DTX notifies of its election to terminate this IC Agreement. 3DTX reserves the right to modify the terms of this IC Agreement for any successive term, or immediately during any term to meet any statutory or regulatory requirements enacted or required to book travel. The IC may terminate this IC Agreement during any term, which for any prepaid annual term 3DTX will assess a \$150 Early Cancellation fee, and the remaining amount of the prepaid annual fee will be refunded to the IC.

<u>Failure to Timely Submit Renewal Payment.</u> Monthly IC renewals shall only receive notice from 3DTX if there is a change in the renewal Service fee. It is the IC's responsibility to maintain a valid credit card or other method of payment with 3DTX and remain in good standing in the payment of renewal charges to 3DTX. An IC's failure to timely pay its renewal fees, whether due to lapsed credit card information or suspended will result in an automatic hold on the IC's ability to earn a commission and an IC is prohibited from booking further travel with 3DTX credentials until their payments to 3DTX are made.

Third-Party Credit Card Authorization Form. If an IC used a third-party credit card to enroll, they will be asked to have the credit card holder complete a Third-Party Credit Card Authorization Form. If the IC has not returned the Third-Party Credit Card Authorization Form within thirty (30) days of the form being sent, they will be cancelled from 3DTX, and the credit card used for enrollment will be refunded.

IC Business Ownership. The IC shall bear all risks financially for its marketing, phones, delivery, premium mail services, client gifts, print costs, business cards, letterhead, invoices, office suppliers, auto expenses, legal fees, accounting fees, bad debts, mistakes in tickets or documents, quotes or collections, up-front client deposits, business travel expenses, medical and hospital insurance, subscriptions, auto and personal liability insurance, business insurance, state and federal income taxes, commission payments, and support to own IC's payroll taxes, if employees are hired, FICA, SDI, unemployment tax, and workmen's compensation insurance and 3DTX harmless therefrom. It is the sole responsibility of the IC to pay for repairs of personal property used for business purposes (e.g. personal computers, tablets, smart phones, printers, etc.). The IC shall obtain any necessary business license, Employee Identification Numbers, and withhold properly for any of it employees, holding 3DTX harmless. The IC agrees to follow the rules and laws of outside agencies governing the travel industry, including, but no limited to: the state of California, the US Government, county and local governments, National Do Not Call Registry, ARC, IATAN, CLIA, and all travel suppliers. Any violation of these rules is the sole obligation of the IC. The IC hereby agrees to indemnify and to hold 3DTX harmless from any such obligation arising from his or her violations of a governing body.

<u>IC's Right to Hire Assistants.</u> The IC retains the right to employ NON-BOOKING assistants at IC's expense. These assistants can assist the IC with items such as marketing, customer service, and bookkeeping. The IC assumes all legal and financial responsibility for these assistants. If an IC wants to bring on a BOOKING Sub-agent or partner, this person must enroll and qualify as a participating agent or IC with 3DTX.

3. IC Sale of Travel Requirements.

<u>Compliance Requirement.</u> All tickets and documents furnished by IC for IC's clients will comply with all local, state, and federal laws. It is the IC's responsibility to check with their local and state governments to make sure they are compliant in their area. All tickets and travel sold by the IC are to be provided in the name of disclosed suppliers such as airlines, cruise lines, hotels, tour



companies, and car rental companies. 3DTX shall not be liable to any IC client, and IC expressly agrees to indemnify and to hold 3DTX harmless from any claim or demand made by an IC client. The IC is solely responsible for any misquotes or any monies due because of an IC's error. Quotes, pricing, disclosed or undisclosed defaults, supplier bankruptcies, and correct information for clients are the sole responsibility of the IC. ICs are not allowed to collect funds from clients under the pretense that clients then will receive special offers or discounts. The IC is required to follow procedures mandated by 3DTX, all travel suppliers, and all rules, regulations and statutes that mandate specific conduct, procedures, or manner, in which an IC must comply with all governmental laws.

<u>Travel Documentation.</u> All new commissionable booking information must be entered in TESS (Travel E-Solutions). It is critical that this is done immediately after the booking is made. Without this information, 3DTX will not know who the booking IC is, will not properly allocate commissions earned, and will not be able to send out any notices or updates sent by the supplier pertaining to the booking and/or prepare the documents to be mailed out. Failure to do so may result in a forfeiture of any commission claimed due. Some suppliers offer travel documents to be mailed directly to the IC. If 3DTX approves and if a letter, email, phone, or fax needs to be sent, 3DTX will assist.

Clients that are not United States Citizens. If the IC books travel on behalf of a resident and/or citizen of a country other than the United States, IC acknowledges that applicable laws, regulations, taxes, and tariffs, as well as factors including, but not limited to, costs and charges associated with foreign shipping and handling, exchange rate fluctuations and points of origin/destination may reduce or eliminate benefits of doing business as an IC with 3DTX that would otherwise be available to a resident and citizen of the United States. Also, IC agrees to follow all rules and regulations that suppliers have when it pertains to booking quests that live outside the United States.

Supplier Registration. The IC can only use 3DTX credentials (TRUE, CLIA, IATA, phone, etc.) to register with approved suppliers that 3DTX has already registered with. IC may not use 3DTX's credentials to register with a supplier that 3DTX is not registered with. The IC shall not use 3DTX's credentials to register with a supplier using the IC's EIN or submitting their own W9. Under no circumstances shall the IC attempt to request on 3DTX's behalf to update or change any information in 3DTX's profile with any 3DTX supplier. The IC is not allowed to change, delete, or add anything directly to 3DTX's credentials with a supplier. If it is found that an IC attempted to or knowingly made changes, this IC Agreement shall be terminated, and the IC shall in addition to any other remedies provided by law, be liable to 3DTX for monetary claim for intentional interference with 3DTX's business, and the IC shall pay to 3DTX for monetary damages the sum of no less than \$10,000.00, as well as 3DTX's costs to collect such monetary damages, including legal fees incurred prior to commencement of suit, 3DTX's litigation costs, and legal fees incurred in any Court action to collect such monetary damages.

IC's Use of 3DTX Industry Credentials. The CONFIDENTIAL TRUE, IATA, ARC, CLIA, ASTA, SELLER OF TRAVEL NUMBER, TELEPHONE NUMBER, OR ANY OTHER IDENTIFICATION/CREDENTIAL THAT HAVE BEEN DISCLOSED TO THE IC ARE TO BE USED ONLY BY THE IC DURING THE TERM OF THIS AGREEMENT AND ONLY FOR THE PURPOSES OF THE AGREEMENT. THESE NUMBERS SHALL NOT BE DISCLOSED TO PERSONS EXCEPT SUPPLIERS AND CANNOT BE TRANSFERRED OR SOLD TO ANY THIRD PARTY. Any disclosure of these numbers for any other purpose shall be deemed a violation of this paragraph of prohibited disclosure of trade secret material which would cause direct severe and irreparable financial loss and hardship on 3DTX. An IC that continues to use 3DTX's credentials after they have been notified of termination is in breach of this IC Agreement, the IC shall in addition to any other remedies provided by law, be liable to 3DTX for monetary claim for intentional interference with 3DTX's business and disclosure of 3DTX's trade secrets, and the IC shall pay to 3DTX for monetary damages the sum of no less than \$10,000.00, as well as 3DTX's costs to collect such monetary damages, including legal fees incurred prior to commencement of suit, 3DTX's litigation costs, and legal fees incurred in any Court action to collect such monetary damages.

Errors & Omissions Insurance. The Company shall extend coverage to Agent under the Company's Errors & Omissions insurance policy ("E&O Insurance") to the extent that Agent is selling travel services on behalf of the Company. Any actions of Agent that are not part of such services shall not fall under the E&O Insurance. The Company shall also, at Agent's option, extend the E&O Insurance to each Subagent; provided, however, that Agent shall pay a monthly fee for each Subagent. Agents are highly advised to obtain personal Errors & Omissions Insurance, separate from that which is held by the company.

3DTX to Receive All Commissions. 3DTX is entitled to a portion of all commissions paid for travel booked through 3DTX's credentials by the IC. The IC agrees that all check and cash monies are to be transacted through 3DTX and never directly to the supplier when using 3DTX's ARC, IATAN, CLIA, or other 3DTX booking credentials. In the event an IC or his/her clients send any monies directly to the supplier for booking made using 3DTX's ARC, IATAN, CLIA, or Booking Identification Number, this IC



Agreement will be deemed in breach and may be terminated. All credit card transactions are to be transacted and processed by the IC directly with the supplier/vendor. If the IC authorizes or requests any supplier/vendor to send commission directly to the IC when using 3DTX's TRUE, ARC, IATAN, CLIA, or 3DTX booking credentials, bypassing 3DTX, the IC must return all funds within five (5) business days of receiving an invoice. Further, the IC will forfeit all unpaid commissions, and this IC Agreement will be terminated.

<u>Credit Card Transaction Liability.</u> When the IC's client uses a credit card, the IC is solely responsible for all cardholder signatures. The IC is responsible for all disputed, declined, or fraudulent charges.

Method of Payment. The preferred method of payment that an IC can accept is a credit card and must be processed with the supplier. Taking CASH and/or PERSONAL CHECKS made payable to the IC or IC's company is strictly forbidden. The IC must be PCI DSS compliant on all transactions. The Payment Card Industry Data Security Standard is a set of security standards designed to ensure that ALL companies that accept, process, store, or transmit credit card information maintain a secure environment. ICs are NOT allowed to pay for a client's trip using the IC's or IC's company credit card. Client's credit card information must be only given directly to the supplier for payment. The IC MUST have a credit card agreement signed by their clients prior to applying payment to the supplier. The IC can call in the payment over the phone or online on the supplier's website.

Accepted Methods of Payment to 3DTX. For a cashier check or money order made out to 3D Travel Xscursions, LLC., a Payment Request Form must be submitted. To wire or ACH, such arrangements are to be made with 3DTX through admin@3DXscursions.com and the appropriate ACH form submitted. All funds must be in 3DTX's account and cleared (5 to 7 business days) prior to the due date to the supplier. Deposits and ACHs will be paid after the fifth business day. An incoming wire payment can be paid the next business day. 3DTX is not responsible for any non-sufficient fees or incoming wire fees. Ultimately, the IC is held responsible. At no time can an IC process payment by Square, PayPal, their own merchant account, or any other method to make payment to a supplier for a client. In the event an IC collects payment through these methods using 3DTX's TRUE, ARC, IATAN, CLIA, or 3DTX Booking Credentials, this IC Agreement will be deemed in breach and subject to termination.

All Commissions Are Based Upon Payments on Full Gross Amount. The IC agrees that all payments to suppliers for any booking under 3DTX credentials shall be for **FULL GROSS** Amount. The IC shall not conduct business with a supplier to pay Net Fare (cost of package less the commission). Net Fare arrangements are **expressly prohibited** under this Agreement. Commissions shall be based on FULL GROSS Amount. The **FULL GROSS** Amount is equal to the total amount due the supplier, including commissions to be paid. Any IC or agency of an IC making bookings for less than **FULL GROSS** Amount using 3DTX credentials will be subject to loss of IATA status, and termination of this Agreement. Further, the IC shall be required to pay to 3DTX the greater of twice the total gross commission which should have been paid on the booking or \$300.00, for each occurrence.

Chargeback/Dispute. When dispute memos are received that pertain to an IC's booking, 3DTX will provide a copy of the debit memo to the IC. If the IC does not believe the debit memo to be valid, documentation to dispute the claim with the supplier must be furnished to the supplier and 3DTX's Commissions Team within three (3) days. There is a \$75 charge assessed to the IC for 3DTX assisting in a chargeback/dispute with the signed approval from the IC. 3DTX will help to avoid the chargeback or dispute, but ultimately the IC is responsible to know and understand the various rules. Any credit card dispute between the IC and the IC's client are subject to the cardholder's terms and conditions. In any case, the IC is responsible for payment to 3DTX of any debit memo within fourteen (14) days. The best way to remain protected against a chargeback/dispute is a form that has the following:

- 1. Client's name, address, phone number, and email
- 2. Last 4 digits of credit card, name, and expiration date
- 3. Charged amount
- 4. Signature (MOST IMPORTANT)
- 5. Acknowledgement of understanding the Terms and Conditions



6. Remind the client who the charge will be from on their credit card statement.

<u>Client Refund.</u> When a supplier has chosen to refund to 3DTX the client refund amount, it is the IC's responsibility to notify 3DTX of this occurrence immediately so that proper steps are taken to ensure the funds are appropriately distributed. If the IC neglects to alert 3DTX prior to the refund being received by 3DTX, a \$75 fee will be assessed to the IC. The IC will complete and submit a Refund Request Form and provide 3DTX additional information upon request.

<u>CAN-SPAM Act Compliance.</u> For ICs utilizing myTravelCRM to send emails, 3DTX has a strict policy against sending unsolicited emails. 3DTX does not and will not tolerate spam, and if IC is found using 3DTX services to further this unethical business activity, 3DTX will terminate the IC account, and with the help of a third-party provider, will bill IC accordingly for damages and other costs in clearing up the event. For more information regarding email spam policies, please review the CAN-SPAM Act Compliance Guide provided by the Federal Trade Commission.

Request by Client to Terminate their Relationship with IC. Although 3DTX does not want to take over an IC's booked clients, in the event an IC's client contacts 3DTX and wants to terminate their relationship with their IC, the Request to Change Agents Form must be completed and signed by the client. After the form has been reviewed and if the client has a reasonable explanation of why they want to change or terminate their relationship with their agent and transfer the booking to 3DTX, 3DTX reserves the right to take over the reservation, and no commission will be paid to the IC.

Group Bookings. All bookings under 3DTX Booking Credentials shall be governed by the provisions set forth in Attachment B, which terms are fully incorporated herein. Any attempt to modify, interfere, or make changes to another IC's booking or improper use of any information of another IC obtained through the Group Travel opportunities supported by 3DTX, shall in addition to any other remedies provided by law to any other IC or IC's client who has been harmed, entitle 3DTX to a monetary claim against the IC for intentional interference with 3DTX's business, and the IC shall pay 3DTX for monetary damages the sum of no less than \$10,000.00, as well as 3DTX's costs to collect such monetary damages, including legal fees incurred prior to commencement of suit, 3DTX's litigation costs, and legal fees incurred in any Court action to collect such monetary damages.

4. Website Access and Logo Usage.

Responsibility Related to Portal and Website Access. 3DTX is not responsible or liable and will be held harmless for any direct or indirect loss of business or inconveniences resulting from all functions, failures, downtime, or maintenance of any hardware, software, webpage hosting, telephone lines, cable lines, intranet, or internet. This includes Travel E-Solutions, and any other online tools, websites, or services. All computer hardware and software provided by third-party vendors or suppliers and is not the responsibility of 3DTX. Neither party shall be responsible for down times, delays, software failures, or nonperformance caused by acts of God or governmental authority, strike or labor disputes, breach of contract by suppliers, or any other cause beyond the reasonable control of that party. The tools, websites, and services offered are provided at the sole discretion of 3DTX. These offerings may change at any time with or without notice.

IC's use of 3DTX's Name, Logos, and Proprietary Names. 3DTX's trade names, logo, and proprietary names (3D Travel Xscursions, LLC, 3D Travel Xscursions, 3DTX, #3DTravelTribe, #3DTraveler, etc.) are federally registered trademarks. They may not be used without the express written permission of 3DTX. The IC shall prominently display the IC's status as an Independent Seller of Travel on every webpage or other materials where the 3DTX's logos, trade names, or proprietary names are displayed. Use of 3DTX's name, logo, or proprietary names without written permission is a violation of 3DTX trademark rights which IC acknowledges would cause 3DTX direct, severe, and irreparable financial loss, hardship, and loss of brand integrity. Misuse of these items will result in immediate termination of this agreement and violators will be prosecuted.

<u>Customization Website.</u> 3DTX may assist IC with creating a website and customizable features. The IC is solely responsible to manage the site responsibly. The IC should not link directly to any sites without prior written approval from 3DTX. Additionally, the IC should never include content deemed inappropriate or unrelated to the travel industry. If inappropriate links, images, or other content occur on the site, and are not removed upon request by 3DTX, IC hereby authorizes 3DTX to shut down the site until the content is removed. Further, 3DTX at its discretion may terminate this IC Agreement if such violation occurs.

5. Provisions Related to IC Clients.



The IC is responsible for its own clients. Clients are not provided by 3DTX. 3DTX may, but shall not be required, to assist IC's client or former client if:

- 1. It has been deemed that the IC is unreachable and immediate assistance is needed.
- 2. The client has contacted 3DTX and has requested in writing their reason to terminate the relationship with their IC of which the IC will be given an opportunity to correct the concern.
- 3. The IC passes away, becomes physically or mentally unable to perform their duties, or is no longer an IC with 3DTX.

If any of these conditions should occur, IC agrees to forfeit any claim to any commission, and 3DTX thereafter reserves the right to manage the client's current booking and future bookings with no commission for such bookings being paid to the IC, or the IC's personal or estate representative.

6. Commission Payments and Referral Bonus.

Base Rate Compensation of an IC. As compensation for the services rendered under this IC Agreement, the IC will receive 80% of commission paid to 3DTX by the preferred/approved supplier, less applicable charges as stated herein. To receive this commission, ALL COMMISSIONABLE BOOKINGS MUST BE PUT INTO 3DTX'S CRM (TESS) and the IC must be fully compliant in providing IC identifiers and other required information as set forth in this Agreement. Failure to do this may result in the IC NOT RECEIVING ANY COMMISSION.

3D Travel Genius status. Upon reaching 3D Travel Genius status (\$5,000 or more in commission received to 3DTX within a calendar year, determined on the date of travel for the booking in which this amount is exceeded), the IC will be moved to a 90% commission level the following week. If an IC falls out of 3D Travel Genius status, they will go back to making 80%. If found that the IC is not eligible at the end of the cutoff for 3D Travel Genius Status, IC will drop down to 80% and all future commission payouts will be adjusted to the new commission rate. Commissions are paid at the commission rate at the time of payout. For complete details of the commission plan, see the Commission Attachment A.

Commissions Sent Directly to IC. The IC shall not authorize or request any supplier/vendor to send a commission or commissions directly to the IC when using 3DTX's TRUE, ARC, IATAN, CLIA or booking identification number. If an IC is in violation of this, in addition to other remedies of termination, the IC must return all funds directly received to 3DTX within five (5) business days of receiving written demand from 3DTX. If the commission check from the supplier has not been cashed, IC must return the check to the supplier within five (5) business days and advise supplier to re-issue a check payable to 3DTX Consulting. Inc. Failure to do so may result in termination of this Agreement.

<u>Full Commission Requirements.</u> Commissions due the IC are based upon the full commission being received by 3DTX based upon the full aggregate total of payments and credits. If an onboard credit, gift, or amenity is needed to be competitive, ICs must adhere to the policies and rules put into place by each supplier. Failure to comply with the suppliers rebating and discounting policies may result in fines and/or termination. The funding of these types of additions must come out of the IC's commission split. If found, in addition to other liabilities stated for breach, the IC is responsible for paying 3DTX the 10% to 20% due to 3DTX for the sale. The IC has fourteen (14) days to resolve this transaction. If this not done, IC will be in breach of the agreement and will be terminated immediately.

<u>Supplier Processing Fees.</u> There are certain commission payments that carry a processing fee. A processing fee is assessed for the convenience of using the supplier who works with a travel agent. This is the decision of the supplier and their payment processing system. 3DTX is not responsible for paying the fee. The fee will be deducted from the IC's booking commission.

Wire Fees. Any wire fee associated to an IC for making or receiving payment is the IC's responsibility.

<u>Exchange Fee.</u> All manual foreign checks or foreign ACHs will include a currency exchange fee. 3DTX is not responsible for the exchange fee.

The booking commission will be reconciled in US funds.



<u>Postage Cost.</u> The cost of all mail pieces (including but not limited to certificates, brochures, gifts, and travel documents) sent from 3DTX is the responsibility of the IC. The cost will be deducted from the IC's next commission payment in the form of an adjustment. 3DTX is not responsible in the event of damage or loss of a package. IC is responsible for keeping their mailing address current with 3DTX. To avoid postage cost, an IC can make a request to a supplier to have mail pieces sent directly to IC or IC's client.

Timing of Commission Payments. 3DTX pays commission when the following takes place: IC Enrollment fee is current, IC has entered the booking details in TESS, clients have departed, the supplier has paid 3DTX, and IC is due a minimum of \$50 in commission. All shipping fees, chargebacks, disputes, foreign transaction fees, and other costs IC has incurred can be deducted from the commission earned. If 3DTX does not receive payment for any chargebacks or disputes, the amount will be deducted from future pending commissions until the full amount is reconciled. 3DTX reserves the right to withhold payments to IC unless and until all charges on IC's account have been fully reconciled. 3DTX will pay the IC via direct deposit weekly as long as the commission paid requirements are met. 3DTX uses ACH (Automatic Clearing House) to make automatic commission payments to IC's bank account on file. It is the IC's responsibility to update 3DTX if the bank account on file has changed by using the Commission Direct Deposit Form in the Agent Portal. If an IC requests a manual check and for ALL Canadian ICs, a \$20 fee per check applies.

Commission Hold. 3DTX reserves the right to hold commissions if the IC is in credit card decline, under review, or 3DTX is handling an IC chargeback or dispute issue. If the IC participates and is enrolled under an agency program with 3DTX, this hold will apply to all agency participant commissions of the IC. All commission holds shall continue until all issues with the IC and its agency participants have been fully resolved.

Negative Balance. If the IC has a negative balance due to 3DTX at the end of the month, the IC will receive an invoice requesting payment within fourteen (14) business days. This may include, but is not limited to, postage costs, recall commission, refund commission, disputes, or advancements. If the IC balance is not paid in full, 3DTX has the right to charge the credit card on file to obtain the balance. If 3DTX cannot collect the funds, 3DTX reserves the right to terminate this IC Agreement.

Commission Recall. If 3DTX receives a commission recall notice from the supplier, 3DTX will pay the supplier right away. If the IC has not yet been paid for the commission, the recall amount will be deducted from the same booking's commission. The IC will see the positive and negative transactions posted in TESS. If the IC needs to pay 3DTX back the commission recall, and IC has future commissions pending within sixty (60) days, a negative adjustment can be posted on the IC's account in TESS. If the IC does not have future commissions due, an invoice will be created, and IC shall pay the commission back to 3DTX within fourteen (14) days.

Outstanding Commissions. Each supplier has its own procedures and time frame for processing commissions. There is no industry standard or regulated payment date mandated to release commissions. As suppliers pay 3DTX (either through direct deposit, wire checks, paper checks, or PayPal), 3DTX will reconcile each statement into the accounting system (TESS). If IC feels they should have already received the commission, IC may contact 3DTX's Admin Team and provide the client's name, dates, reservation or confirmation number and the supplier's name. It is the IC's responsibility to instruct the supplier to release commissions. If the supplier needs a W-9 or an invoice, the IC must fill send a request in writing to admin@3dxscursions.com When a supplier requests a W-9, 3DTX's W-9 should always be used. For all unentered bookings in the CRM, it is the IC's responsibility to fill out the complete and submit an Unentered Booking Form. This will allow 3DTX to investigate and apply the received commission to the booking. If after ninety (90) days from travel date, the IC has not submitted the booking information into TESS correctly, the IC will receive a 50% payout of their commission on the booking when the form is received. If after 180 days from travel date the IC still has not entered the booking information into TESS correctly, the IC will receive no commission on the booking. 100% of the commission will be forfeited.

<u>Bonus/Incentives.</u> Only 3DTX exclusive bonus/incentives will be paid at 100%. All other monies received are subject to the appropriate commission split.

Referral Incentives. 3DTX ICs have the option to participate in 3DTX's Travel Agent Referral Program. 3DTX may pay the referring IC an incentive as specified in the Travel Agent Referral Program for referring individuals to 3DTX. Referral incentives are paid by 3DTX only when the individual is approved as an IC. 3DTX reserves the right to pay the Referral Incentive to the IC that meets the requirements to be paid. To be eligible for incentive, 3DTX must be notified within thirty (30) days of the new IC enrolling with 3DTX.



<u>Tax ID Reporting.</u> 3DTX uses the IC's Social Security Number (SSN) or Employee Identification Number (EIN) during the setup process as IC's tax identification number. When submitting or updating to an EIN, a copy of the letter showing EIN approval must be provided before the change is approved. If IC chooses to change their tax number during the calendar year and has received commission, IC will have multiple 1099s. If IC has not been paid commissions, the tax number update will take place, and there will only be one 1099 for paid commissions at the end of the calendar year.

1099. A 1099 statement for tax purposes will be issued to the IC. It is the IC's obligation to pay all appropriate taxes and fees. IC shall indemnify and hold 3DTX fully harmless for IC's failure to properly report or pay such taxes incurred.

<u>Full and Final Payment from IC's Client.</u> The IC is solely responsible for making sure that the IC client's payments are all made on time. In the event a travel payment is not made timely and a reservation is cancelled, or late fees charged, it shall be the IC's sole responsibility to pay or obtain payment from their client and submit such late fees and additional charges due the supplier as may be required by the supplier to reinstate or otherwise complete the booking.

7. Non-Disclosure, Non-Disruption, and Confidentiality.

The IC understands and agrees in return for receiving any information or materials written, verbal, or electronic concerning 3DTX and/or its affiliates, to keep secrets and not to divulge, disclose, or communicate, either directly or indirectly, to any person, firm, partnership, corporation, or any other entity whatsoever any information concerning the matters affecting or relating to the business of 3DTX and/or its affiliates, including but without limitation to, trade secrets, selling, marketing and advertising procedures, past or present employees, past, present pending clients, agents, subcontractors and affiliates, recruitment and education plans, agent commission programs, daily operations, corporate policies and procedures, supplier and vendor commission and override contracts or any other agreements with these suppliers and vendors, and any other information that 3DTX and its affiliates may deem confidential. The IC agrees not to act, or fail to act, in any manner either directly or indirectly, that may cause the disruption of business, direct any business away from, and/or to cause discord to the business of and/or business relationships of 3DTX and/or its affiliates. Any such breach will result in immediate termination and forfeiture of unpaid commissions.

8. Termination of this IC Agreement.

Termination of IC Agreement by 3DTX. In the event the IC fails to comply with the terms of this IC Agreement, 3DTX may terminate the agreement with the IC, and any future commissions for which the IC would be entitled would be forfeited. The potential for loss to IC for commission therefore exists in the event of breach of this IC Agreement, and the IC accepts such damages as reasonable in the event of their breach in addition to any funds owed for funds directly received by the IC in violation of this IC Agreement or for monetary damages as may be owed to 3DTX. In addition to termination of this IC Agreement for the reasons already stated herein, 3DTX reserves the right to immediately terminate this IC Agreement prior to expiration of term, in the event of any of the following:

- 1. The IC violates of any Seller of Travel Laws
- 2. The IC directs payment of commissions directly to the IC, or having received a commission directly fails to report it to 3DTX and doesn't make payment due 3DTX within fourteen (14) days
- 3. The IC makes representations or attempts to bind 3DTX contractually in violation of this IC Agreement
- 4. The IC or its employees or agents makes public comments or postings which are derogatory of 3DTX
- 5. The IC acts in a manner which interferes with 3DTX's business activities
- 6. The IC files for bankruptcy, is deemed physically or mentally incapacitated, or is deceased
- 7. The IC activities violate a non-compete or confidentiality agreement with the IC's prior employer or other party.



Enrollment Cancellation Requested by IC. IC may cancel enrollment by emailing 3DTX's Admin Team at admin@3dxscursions.com. Within two to three business days, 3DTX will email IC a Request to Cancel Form. 3DTX requires a minimum of thirty (30) days' notice on all cancellations. The termination of the IC's enrollment with 3DTX shall be effective as of the noticed date, provided it meets the thirty-day requirement, or thirty days from the 3DTX's receipt of the Request to Cancel Form, whichever date is later. Request to Cancel must include all booking information for future travelers that have been booked using 3DTX's credentials. This will include the client's name(s), address, phone, email address, and copy of itinerary (which will show booking number and name of supplier). All bookings must be put into the CRM before request is approved.

Commission on Future Bookings After Termination Date. All future bookings that have been booked using 3DTX's credentials will become the sole property of 3DTX. IC shall advise 3DTX of the details of these bookings at the time of IC's request for termination of IC's enrollment. The IC understands and agrees that the IC will forfeit any commission on all pending and future bookings through 3DTX. This provision does not apply to IC's clients whose travel is not booked under 3DTX's credentials. 3DTX is not obligated and will not assist or otherwise transfer pending or future bookings made under 3DTX credentials prior to IC's termination of enrollment, to any other provider.

If IC chooses to come back within ninety (90) days of termination ALL fees must be paid in full. If the IC chooses to re-enroll after the 91st day or later, the IC will be treated as a new IC and all transferred bookings will remain in 3DTX's property.

Access to TESS. Upon termination from 3DTX, IC's account on TESS will become inactive. Client, booking, reporting, and marketing data will become unavailable to the IC. IC may request their client data be exported from TESS within thirty (30) days of termination.

<u>3DTX Credentials.</u> Upon termination of this IC Agreement, IC shall cease and desist from using 3DTX credentials, SOT number, logo, or other items referencing 3DTX on its websites, Facebook, social media, emails, advertisements, and other materials.

Outstanding Balances. If an IC has an outstanding balance due 3DTX at the time of termination, the IC hereby authorizes 3DTX to collect the outstanding balance via the credit card or payment method on file.

IC Transfer of Business to Another IC. If an IC wishes to transfer their business or participating agency to another 3DTX agent, both parties shall complete the Transfer of Agency Form. By completing this form, the original IC agrees to no longer be an IC with 3DTX and will be terminated once the transfer is completed. Once 3DTX receives the Transfer of Agency Form and IC Agreement from the acquiring party, 3DTX will charge the IC the enrollment fees due and transfer the original IC's obligations. 3DTX will then create a new account for the new IC and all current bookings, client lists, and unpaid commissions in TESS will be transferred to the new IC's account. Upon approval from 3DTX, the new IC has the option to be assigned the original IC's Agent ID and accounts or they can create their own IC ID, TESS account, and supplier accounts. The new IC will need any active booking numbers from the original IC so that the new IC may service the clients and bookings through the supplier websites. At no time will 3DTX transfer a booking to another travel agency who is not a part of 3DTX Travel Group. 3DTX shall not be responsible for any dropped client or cancelled bookings caused by either the transferring IC or new IC's failure to identify and transition any booking and shall hold 3DTX completely harmless for any sum due a supplier and any IC's obligations or liability to the IC's clients.

9. Remedies for Breach.

IC shall indemnify and hold 3DTX harmless for any for all losses or liability suffered by 3DTX caused by breach of this IC Agreement by the IC, and the IC shall be liable to 3DTX for monetary damages, attorney fees and costs to collect such monetary damages, and such other financial relief to which 3DTX may be entitled by law or as further set forth in this IC Agreement. In addition to the terms provided herein in addressing any monetary obligations and forfeitures of the IC in the event IC breaches this IC Agreement, 3DTX reserves the right to be immediately relieved from performing any 3DTX obligations due the IC under this IC Agreement and recover all funds due 3DTX, from the IC's account to make 3DTX whole. 3DTX shall further be entitled to legal or equitable relief, including injunctive relief, attorney fees and costs in any action filed in which 3DTX prevails in seeking enforcement, defending the enforcement, or interpretation of this IC Agreement, without notice or bond, in addition to any other remedy it may have at law, in equity or under any other provision of this IC Agreement. IC further agrees to indemnify and defend 3DTX, and hold 3DTX completely harmless, for any loss or claim caused by the IC's failure to perform any duties and obligations of IC set forth in this IC Agreement and Attachments hereto.



- **10. Venue.** Any controversy or claim arising out of or relating to this IC Agreement which either the IC or 3DTX seek to file, shall be filed in the Court of Common Pleas of Marion County, Indiana.
- 11. Partial Validity. If any provision of this IC Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- 12. Law Governing IC Agreement. This IC Agreement shall be governed by and construed in accordance with the laws of Indiana
- 13. Non-Assignability. Except as provided in this IC Agreement, this IC Agreement shall not be assignable by the IC without the written consent of 3DTX.
- **14. Complete IC Agreement; Modification or Waiver.** This IC Agreement represents the complete understanding of the parties with respect to the described IC relationship. Terms and Conditions with respect to fees, commissions and charges are further set forth in Attachment A and Attachment B which are incorporated into and fully part of this IC Agreement as if fully rewritten herein. No waiver, amendment, or change of any provisions of this IC Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 15. Reservation of Rights by 3DTX to Amend Terms

3DTX reserves the right to make amendments to this IC Agreement. These amendments may be the result of policies and requirements of travel suppliers and government regulation beyond 3DTX's control. Amendments and/or changes to this IC Agreement shall be effective automatically thirty (30) days after electronic notification to the IC. Amendments and/or changes to commissions will not apply to any bookings made prior to the effective date of such changes provided that the IC has entered the booking in accordance with this IC Agreement. The IC shall be bound by the amendments as of their effective date, unless the IC elects to terminate the IC Agreement by providing written notice to 3DTX of their election to terminate IC Agreement within ten (10) days of the effective date of such amendments.

LAW GOVERNING AGREEMENT This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

COMPLETE AGREEMENT; MODIFICATION OR WAIVER This agreement represents the complete understanding of the parties with respect to the described outside sales relationship. It is not to be amended after the date hereof except by an instrument in writing signed by the parties. No amendment, modification, termination or waiver shall be binding unless in writing and signed by the part against whom the amendment, modification termination or waiver is sought to be enforced. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the date of the Agreement

3D Travel Xscursions, LLC By: Daisha Dowdy, Owner/F	ounder/Lead Travel Specialist	
-	Daisha Dowdy	(Signature)
Independent Contractor By:		_ (Print Name)
		_(Signature)

Addendums to this contract can be added provided they are dated and signed by all parties.



ATTACHMENT A-COMMISSION

Membership Fee

Registration Fee – \$99 – Specialist / \$199 Agency
Monthly – \$50 – Specialist / \$100 Agency
Annual – \$525 – Specialist / \$1,125 Agency
Late Fee – \$25 – Specialist / \$50 Agency
Transfer of Business to New IC – \$50 plus monthly or annual fee
Transfer of Business to Existing IC – \$50

Commission Rate Split*

New to 3DTX, LLC – 80% Commission Split Rate Received \$5,000 or more in a calendar year (3D Travel Genius) – 90% Commission Split Rate

Commission Schedule & Standards

Pay weekly commission every Friday via Square Membership Fee is current Client has departed Supplier has paid 3DTX Travel Group Due a minimum of \$50 or more

Commission Fees

91-180 days after travel: 50% Forfeit 181 days or more after travel: 100% Forfeit Advanced Commission Payout ** \$20

Accounting Fees

Non-Sufficient Funds – \$30 Income Wire – \$15 Outgoing Wire – \$25 Form 6166 – \$85 Refund to Agent or Client (Check or ACH) – \$10 Manual Commission Check to Agent – \$20 Credit Card Chargeback for Membership Fee – \$25 Credit Card Chargeback/Disputes – \$75 Invoice Assisting Fee – \$20 Group Assisting Fee – \$50

Postage Cost***

USPS First Class Based on Current Postage Rate **USPS Priority** Based on Current Postage Rates **USPS Express** Based on Current Postage Rates

^{*3}DTX reserves the right to offer a different Commission Split Rate on non-preferred/approved suppliers.

^{**}Advance is given if an IC fell in credit card decline and missed cutoff or there was a typo and the IC called in and the situation was resolved. If the IC doesn't wish to wait until the next run, an Advancement Fee does apply.

^{***}Postage is calculated by weight and zip code in accordance to current pricing.



ATTACHMENT B-GROUP TRAVEL TERMS AND CONDITIONS

Access to Group Travel. Group travel offers the ability of Independent Contractors enrolled with 3DTX to collaborate in offering destination travel. This Promotion is created to facilitate business opportunities in an open format for travel bookings. As an IC, it is important to understand that all IC bookings under the 3DTX Booking Credentials can be viewed by other ICs enrolled with 3DTX. It is imperative that all ICs respect the bookings of all 3DTX ICs and shall not access such information without the expressed permission of the IC who has established the travel group booking. The procedures and policies set forth below are subject to change by 3DTX and are a condition of use of the 3DTX Booking Credentials. Any IC using the 3DTX Booking Credentials agrees to indemnify and hold 3DTX completely harmless for any loss or claim of the IC, or the IC's clients, caused by the actions of another IC accessing 3DTX Booking Credentials, and agree to pursue such claims against the offending IC individually.

Group Travel Booking. It is the IC's responsibility to examine the supplier group contract and all documentation associated with the group to verify all the information is correct as requested. The IC is responsible for keeping to the contracted schedule for reduction, cancellation, and penalties. The IC is expected to ensure their client clearly understands the supplier's terms & conditions, schedules, policies, fees, and requirements as stated. Group commissions are paid after the group has completed travel. Monies paid to and processed by 3DTX, i.e. commission, bonus commission, marketing funds and unallocated tour conductors, will be paid to the IC after commission split. If the IC develops a travel group with the help of a third party, the IC will be solely responsible to any third party for such an agreement and shall hold 3DTX harmless and defend 3DTX for any claim asserted by a third party related to the travel booked or payment of commission. 3DTX will only pay a commission subject to split due for booked travel to the IC booking travel with 3DTX credentials, and will not pay commission or other fees, costs, or claims to another entity that is not an IC of 3DTX.

Booking with Another IC's Travel Group. ICs are not permitted to book into an established group space of another IC without the permission and acknowledgement of the booking IC. If IC discovers that group space exists on a sailing and IC would like to book into the group, IC should call 3DTX and speak with the groups coordinator or email admin@3dxscursions.com for assistance. Once an IC obtains permission to book into another IC's group space, the following is understood:

- The IC of record for the group will earn the Tour Conductor (TC) on the group in accordance to the cruise line's policy based on the number of cabins sailed.
- An IC who books into another IC's group will earn the commission on the cabin confirmations they confirm inside the group.
- ICs must confirm with the Commissions Team to verify the proper CRM entry on the bookings.

Shared Travel Group. 3DTX does not advise ICs to do so due to the increased risks involved. 3DTX will not mediate any misunderstandings between the ICs involved in the group, and each IC of the group agrees that they will jointly and severally, hold 3DTX harmless, for any loss, claim or liabilities suffered within the group or between ICs. 3DTX should be made aware of the group booking and the ICs involved via email to admin@3dxscursions.com. ICs must record all bookings in TESS for commission payout using the Group/No Contract Entry. If two or more ICs want to promote and work on a travel group, the following is suggested:

- It is recommended an agreement be set in writing and signed by all ICs involved.
- One IC will be listed as the primary "agent of record" and will be responsible for submitting all group reports to 3DTX.
- · IC's agreement should commit to a written and signed understanding of amenity assignment and Tour Conductor (TC) split.



• The primary booking IC must submit the group's report to the agency as back up documentation for commission/TC payout.

3DTX Approval Required. Group Space that is considered "Contracted Groups" by the supplier must be approved by 3DTX and may require the client to pay the initial deposit to 3DTX a minimum of seven (7) business days prior to the contracted deposit date. An IC is not permitted to use 3DTX's name when naming their group space. An IC must use the naming convention as stated in the group's policy. To hold group space, 3DTX ICs must use the following naming convention to identify their group: GRP-3DTXICID/IDENTIFIER i.e. GRP-20023425/Smith Wedding. This convention does two things: it allows 3DTX to identify the IC of record for any communication sent to the Corporate Office and allows ICs to know that space belongs to a specific 3DTX IC whom the Corporate Office can contact upon request.

If IC group has a "Value Add" or a credit card overcharge, 3DTX will be required to authorize the value. Each cruise line has their own policy and procedure for credit card overcharges. Monies collected for group specific amenities must clearly be written out and approved by 3DTX to be paid at 100%. Payments will not be released until 3DTX receives payment from the supplier.

Group Travel Payment. Group contracts must be paid to the full gross amount of the total contract. Any payment on a cabin or room made to the net amount or a payment made under the gross total are not permitted. Agents who are found to be in breach of gross payment on groups will be subject to a penalty equal to commission split of the gross total and possible termination based on review.

<u>Land Travel Assumed Risks and Conditions.</u> ICs who are contracting traditional land contracts for promotional or speculative space, taking on the "group leader" role, can apply monies to secure the group at group level. The IC must be aware of the supplier's specific policy on group refunds and overcharges. The IC must complete the Group Level Deposit Form for payment authorization. Please email admin@3dxscursions.com to request the form. 3DTX, at the agency level, will process and apply the deposit to the group level. Once the IC has booked clients into the group block and the clients have made their full deposit, the IC can choose from the following:

- Monies can be allocated to the IC's personal booking record;
- If permitted by the supplier contract guidelines, 3DTX can process a group level refund back to the IC; or
- · Monies can be returned to the IC in accordance with the supplier's group guidelines and would be subject to commission split.

This is only permitted on speculative or IC promotional groups and is subject to a fifty dollar (\$50.00) non-refundable administrative fee.

Land Groups that earn a comp stay that is paid back to the agency after the trip has been completed need to be addressed as the following:

- If monies are due to the Group Leader, the Group Leader Refund Form needs to be completed.
- Monies not designated as owed to the group will be treated as commission subject to split.

<u>Cruise Travel Assumed Risks and Conditions.</u> ICs who are contracting speculative or promotional group space, taking on the "group leader" role, can apply monies to secure the group at group level. The IC must complete the Agency Group Level Deposit Form for payment authorization. 3DTX, at the agency level, will process and apply the deposit to the group level. Once the IC has booked clients into the group block and the clients have made their full deposit, the IC can choose from the following:

- Monies can be allocated to the IC's personal booking record, or
- 3DTX Travel Group can process a group level refund back to the IC once the payment has been received from the supplier.

This is only permitted on speculative or IC promotional groups and is subject to a fifty dollar (\$50.00) non-refundable administrative fee.



Cruise lines have specific limits on the allowable group space an agency can hold. To guarantee 3DTX, as an agency, stays compliant with cruise line policy, ICs are prohibited from booking multiple group space on the same sailing or on multiple sailings on the same line within the same sailing period. If an IC needs assistance in booking a group, IC should email admin@3dxscursions.com to set up a coaching call with one of 3DTX's training specialists. ICs who are found to be in violation of booking multiple group space will be subject to agency recall. The IC will receive a 48-hour notice from 3DTX to reconcile their space prior to 3DTX releasing space to remain compliant with cruise line policy.

There are certain cruise lines that will move any agency individual booking under the agency established group shell. It is important for ICs to review all group reports prior to changing the status of a group or the sailing to address any concerns or discrepancies with 3DTX's Groups Team.

ICs who decide to book a group together where each IC secures their own group space on the same sailing will need to follow the cruise lines' agency limits policy. This type of group booking will be seen by 3DTX as individual group bookings and not a shared group.

Approval for Tour Conductor (TC) assignment or Overpayment Allocations must be made at least two (2) weeks prior to the sailing. Requests received within two (2) weeks of sailing may not be applied to the booking. If the TC is to be paid out to the Group Leader via check, the IC must complete a Group Leader Refund Form. Please email admin@3dxscursions.com to request the form. All overpayments require 3DTX's signature of approval and are subject to 3DTX's review.

<u>Air Travel Assumed Risks and Conditions.</u> The IC does not have the right to sign or directly enter into any group air contracts or other contracts with any airline carrier involving any of 3DTX's booking credentials. If the IC does so, the IC risks all of the following:

- Termination of IC Agreement with 3DTX;
- Financial responsibility for any debit memos from the airline/carrier;
- Loss of payment on any commission or fees generated on the group;
- Monetary damages as otherwise set forth in the IC Agreement.

Domestic Hotel Assumed Risks and Conditions. An IC who contracts with a domestic hotel or resort directly must provide 3DTX Travel Group as the Agency Name of Record, and all agency information must reflect that of 3DTX's Corporate Office. If agency information is needed, the hotel/resort should be directed to 3DTX's Commissions Team. If an IC signs a contract with the hotel, entering into the fiduciary role of the contract, the IC will be held responsible for any attrition or penalties occurred.

Remedies for Wrongful Use. An IC's breach of the Group Travel Terms and Conditions shall subject the IC to liability to 3DTX as set forth in the IC Agreement with 3DTX. Further, if an IC accesses another IC's group space and cancels the group, the IC who cancelled the group space may be liable and financially responsible for all monetary compensatory and punitive damages to the IC's group members and group IC, as they assert against the violating IC. The damages may include rate increases, applicable penalties, different cabin/room allocations and other financial commitments incurred by the cancellation. 3DTX reserves the right to immediately terminate an IC's enrollment as an IC with 3DTX in the event an IC:

- (1) uses its IC credentials to access another IC's travel group booking information or another IC's client
- (2) cancels or alters any client booking of another IC's travel group or contract with a supplier
- (3) knowingly adds bookings to another IC's travel group without that IC's expressed consent
- (4) attempts to use information of another IC travel group for solicitation of travel business
- (5) directly contacts a client of another IC within another IC's travel group



- (6) otherwise causes the loss of travel for another IC's client
- (7) acts in any manner which adversely interferes with another IC's business relationship with its client or the suppliers
- (8) fails to take corrective action as requested by 3DTX in resolution of disputed use of another IC's group travel plans. 3DTX will attempt to resolve disputes between ICs if needed. Any questions regarding bookings on a supplier booking site are to be addressed with 3DTX's Agent Support Team immediately.