

**BEFORE SUBMITTING CONTRACT TO BNT TRAVEL GROUP PLEASE CHECK**

- ☐ READ AND UNDERSTAND THE ENTIRE CONTRACT
- ☐ READ AND UNDERSTAND THE FRAUD DISCLOSURE
- ☐ FILL OUT PAGE 1
- ☐ SIGN CONTRACT
- ☐ ATTACH THE FOLLOWING COPIES

**VALID ID and SSN CARD** - if registered as an individual

**VALID ID and Articles of Incorporation including EIN number** if registered as a business

*Please note that all of your provided information will be used solely for the purpose of the completion of this agreement and will not be released or sold to any parties outside of BNT.*

**INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is entered into between BNT Travel Group LLC, (in this document, referred to as "BNT") based at 703 Brighton Beach Avenue Brooklyn, NY 11235 and an independent contractor indicated below (in this document, referred to as "Independent Agent").

The Independent Agent Full Name: \_\_\_\_\_

Or Company Name: \_\_\_\_\_

(if registered as Corporation, Partnership or Limited Liability Company)

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**(WE HIGHLY RECOMMEND TO CREATE A NEW, FOR BUSINESS PURPOSE EMAIL.**

**ONCE WE'VE REGISTERED YOU, YOU WILL NOT BE ABLE TO CHANGE THE EMAIL ADDRESS)**

Address including city, state and ZIP code:

\_\_\_\_\_

Your Date of Birth

\_\_\_\_\_

Social Security Number or EIN number (if registered as company):

\_\_\_\_\_

The two parties aforementioned agree to the following:

## **AGREEMENT**

BNT expects, and the Independent Agent (IA) will aim to perform the following array of services (referred to as "Agreement Services"): sales of cruises, tours, vacation packages, travel arrangements, hotel stays, and any other related products through the vendors provided by BNT. These Agreement Services will be completed by the Independent Agent (IA) through an account provided by BNT. BNT hereby considers the Independent Agent as a self-employed contractor to sell Agreement Services to the public on behalf of BNT.

## **TERMS OF AGREEMENT**

The Agreement Services shall begin on the date signed on this contract (referred to as the "Effective Date") and continue for six month following the Effective Date. On the expiration date, the contract will be automatically renewed; the renewal can be canceled in signed writing at least 30 days prior to the expiration date.

The Independent Agent can terminate this agreement at any time of the contract duration in signed writing 30 days prior to the desired termination date. BNT reserves the right to terminate any accounts that do not comply with company rules, regulations, and goals. Any type of account termination will result in the loss of the Independent Agent's bookings and/or other pursued Agreement Services, as they are prohibited from transferring to other accounts, agencies, and/or vendors. Without termination of the Independent Agent's account, BNT will continue to pay all applicable commissions to the Independent Agent as stated in the Commissions section of this document.

## **STATUS OF INDEPENDENT AGENT**

The Independent Agent is an independent contractor, not an employee of BNT. BNT is, therefore, not an employer of the Independent Agent. The Independent Agent must adhere to all BNT guidelines and abide by federal, state, and local laws in completing the Agreement Services. If the Independent Agent plans to perform any Agreement Services in states requiring a travel license and/or travel registration, proof of both/either must be mailed to BNT before the Agreement Service(s) is performed. After considering applicable BNT guidelines and government laws, the Independent Agent reserves the right to perform the Agreement Services in his/her preferred manner. Any action, or lack thereof, is the sole responsibility of the Independent Agent.

## **TAX & WORKER'S COMPENSATION RESPONSIBILITIES**

The Independent Agent is responsible for the entire payment of his/her income and employment taxes. BNT is not responsible for paying and will not pay the taxes of the Independent Agent or any of the Independent Agent's employees. The Independent Agent will not be successfully registered, nor will this agreement become effective without the Independent Agent's submission of an IRS W-9 Form with his/her tax identification number to BNT.

BNT is not responsible for obtaining nor will it obtain workers' compensation insurance for the Independent Agent or any of the Independent Agent's employees. The Independent Agent and any of the Independent Agent's employees must follow all relevant workers' compensation laws.

## **GENERAL TERMS AND CONDITIONS**

The Independent Agent is expected to perform various Agreement Services such as bookings and sales of cruises, tours, vacation packages, airline tickets, travel arrangements, hotel stays, and any other related products through BNT approved vendors. All sales must be made by the Independent Agent in affiliation with BNT. All payments and receipts of transactions must be directed to BNT. BNT reserves the right to delay and/or cancel any bookings and/or transactions that do not comply with company goals and regulations.

BNT is not responsible for paying nor will pay any expenses incurred by the Independent Agent in completing the expected Agreement Services. Any agreements and/or binding contracts intended to be made by the Independent Agent with a third party, must be reported to and approved by BNT.

BNT shall not be liable to the Independent Agent or any third party for the expenses, acts or commitments of the Independent Agent related to any Agreement Services made by the Independent Agent. All such and similar liabilities are the sole responsibility of the Independent Agent. If a legal proceeding regarding any of the Agreement Services may arise, all legal expenses are the sole responsibility of the Independent Agent. Furthermore, any harm done to or loss experienced by BNT related to any of the Agreement Services provided by the Independent Agent will result in the indemnification of BNT by the Independent Agent.

## EXECUTION OF AGREEMENT SERVICES

The Independent Agent (IA) shall perform all work regarding the Agreement Services at their own home, office, or work space. Working on BNT premises requires approval from BNT as well as the payment of a monthly rent fee to BNT. When completing performing any of the Agreement Services, The Independent Agent may work at whatever time and whatever style that they desire as long as both comply with company guidelines and government regulations.

The Independent Agent may hire his/her own assistants or employees to complete tasks regarding the Agreement Services. BNT is not responsible nor liable in any way for the assistants or employees of the Independent Agent.

In the case of a successful, lawful transaction related to any of the Agreement Services, the Independent Agent will receive the appropriate amount of commission as described in the section titles Commissions.

## SUPPLIER REGISTRATION

The Independent Agent (IA) can only use BNT credentials (CLIA, IATA, phone, etc.) to register with approved suppliers that BNT has already registered with. IA may not use BNT's credentials to register with a supplier that BNT is not registered with. The IA shall not use BNT's credentials to register with a supplier using the IA's EIN or submit their own W9. Under no circumstances shall the IA attempt to request, on BNT's behalf, to update or change any information in BNT's profile with any BNT supplier. The IA is not allowed to change, delete, or add anything directly to BNT's credentials with a supplier. If it is found that an IA attempted to or knowingly made such changes, this IA Agreement shall be terminated, and the IA shall in addition to any other remedies provided by law, be liable to BNT for a monetary claim for intentional interference with BNT's business, and the IA shall pay to BNT for monetary damages the sum of no less than \$15,000.00, as well as BNT's costs to collect such monetary damages, including legal fees incurred prior to commencement of suit, BNT's litigation costs, and legal fees incurred in any Court action to collect such monetary damages.

## RESERVATIONS

Reservations are the sole responsibility of the Independent Agent and must comply with applicable company guidelines. All reservations must be made by the Independent Agent through vendors approved by BNT. Completed online or through telephone, all reservations must be placed directly to the appropriate vendor with the Independent Agent's full (first and last) name, mention of the Independent Agent's affiliation with the host agency BNT. All reservations must be reported by the Independent Agent using the "Submit Booking" form on back office site which can be found on BNT's website. The form must be completed and submitted to BNT within 48 hours from the date of the final payment posted on the reservation. Any changes made to the reservation after the submission of the form must be reported to BNT. The timeliness and arrival of the reservation and Reservation Form and any expenses incurred in the process of completing a reservation are the sole responsibility the Independent Agent. Untimely or undocumented reservations are subject to a \$25 fee paid by the Independent Agent to BNT and will be deducted from the agent's commissions. It is the responsibility of the IA to make the reservations for their clients and immediately submit a reservation form electronically (using the Company's website referred to as Back Office) with the payment information, so that it reaches the Company's accounting department within 48 hours of the booking. It is also the IA's responsibility to insure that all required information regarding all bookings reaches BNT in a timely manner as described herein. BNT Travel Group assumes no responsibility for the consequences of booking information submitted incorrectly or outside the timely manner described herein. BNT reserves the right to retain \$25 of commissions payable to the IA on bookings not properly submitted to BNT within 48 hours of booking to cover research costs incurred by BNT. Furthermore, in no circumstances shall any bookings submitted after the date of travel will not be paid to IA. Any changes that occur after the original reservation submitted must be submitted electronically to BNT using the electronic method described above via BNT back office website within 48 hours of the change.

## PROCESSING CLIENT PAYMENTS

All payments to suppliers must be for the full gross amount. Net fare (cost of package less the commission) arrangements and rebating are prohibited.

It is solely the IA's responsibility to process all deposits and subsequent payments and follow up with the client if necessary and to call in those supplementary and final payments made by credit card. It is also the responsibility of the IA to obtain and apply supplementary and final payments with the appropriate vendor in a timely manner and notify the BNT of such payments within 48 hours of application. All client payments must be made by the client's debit or credit card. Payments made through any other method must be reported and approved by BNT prior to the completion of the transaction. If approved, any checks, money orders, etc. must be made out by the client to "BNT Travel Group," not to the Independent Agent. In the case of a decline, dispute, or fraud claim related to the client's credit card or any issue in which the client payment is invalid, BNT is not responsible for covering the cost of the payment. The Independent Agent is fully liable and responsible for the resolution of such issues and the potential expenses that may accompany the resolution. The completion of the client payments and any expenses that may be incurred throughout or after the transaction are the sole responsibility of the Independent Agent.

## CHARGE BACK / DISPUTE

In the event that a payment is disputed or revoked by a client of the IA for any reason and BNT is held financially responsible by a vendor for the amount of said payment, the IA agrees to reimburse the Company for any amount paid to the vendor by the Company (or offset by the vendor against another amount owed to the Company) as a result of said dispute or revocation within ten (10) days.

When dispute memos are received that pertain to an IA's booking, BNT will provide a copy of the debit memo to the IA. If the IA does not believe that the debit memo is valid, documentation to dispute the claim with the supplier must be furnished to the supplier and BNT within 3 business days. There is a \$50 fee charged to the IA for BNT's assistance in a chargeback/dispute with the signed approval from the IA. BNT will help to avoid the chargeback or dispute, but ultimately the IA is responsible to know and understand the various rules. Any credit card dispute between the IA and the IA's client are subject to the cardholder's terms and conditions. In any case, the IA is responsible for payment to BNT of any debit memo within fourteen (14) days. The best way to remain protected against a chargeback/dispute is to do the following:

- Document the client's name, address, phone number, and email
- Document the last 4 digits of credit card, name, and expiration date
- Document the charged amount
- Collect the client's signature by asking client to fill out authorization form (available upon request BNT support team)
- Acknowledge and understand the Terms and Conditions

## METHOD OF PAYMENT

The preferred method of payment that an IA should accept is a credit card and must be processed with the supplier. Taking CASH and/or PERSONAL CHECKS made payable to the IA or IA's company is **strictly forbidden**. The IA must be compliant with the Payment Card Industry Data Security Standard 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. IAs are NOT allowed to pay for a client's trip using the IA's or IA's company credit card. A client's credit card information must only be given directly to the supplier for payment. The IA MUST have a credit card agreement signed by their client prior to sending a payment to the supplier. The IA can call in the payment over the phone or process it online on the supplier's website.

## FEES & REFUNDS

BNT Travel Group charges a one-time \$299 registration fee, which is fully refundable upon the agent's total accumulated commission of \$350 (actually received from the vendors) within three months of the effective contract date (applies only to newly joined agents, not for renewals). This fee will not be refunded under any other circumstances. A lack of payment of the registration fee will not allow for the agent's completion of registration.

## BNT TO RECEIVE ALL COMMISSIONS

BNT is entitled to a portion of all commissions paid for travel booked through BNT's credentials by the IA. The IA agrees that all check and cash are to be transacted through BNT and never directly to the supplier when using BNT's ARC, IATAN, CLIA, or any other BNT booking credentials. In the event that an IA or his/her clients send any money directly to the supplier for booking made using BNT's ARC, IATAN, CLIA, or Booking Identification Number, this IA Agreement will be deemed breached and may be terminated. All credit card transactions are to be transacted and processed by the IA directly with the supplier/vendor. If the IA authorizes or requests any supplier/vendor to send commission directly to the IA when using BNT's ARC, IATAN, CLIA, or BNT booking credentials, bypassing BNT, the IA must return all funds within five (5) business days of receiving an invoice. Further, the IA must forfeit all unpaid commissions, and this IA Agreement will be terminated.

The IA agrees that all payments to suppliers for any bookings under BNT credentials shall be for the **FULL GROSS AMOUNT**. The IA shall not conduct business with a supplier to pay Net Fare (cost of package less the gross amount). Net Fare arrangements are prohibited under this Agreement. Commissions shall be based on the FULL GROSS AMOUNT. The FULL GROSS AMOUNT is equal to the total amount due to the supplier, including commissions to be paid. Any IA or agency of an IA making bookings for less than the FULL GROSS AMOUNT using BNT credentials will be subject termination of this Agreement. Furthermore, the IA shall be required to pay to BNT the greater of twice the total gross commission which should have been paid on the booking. Should IA willing to give client a discount and pay less than gross amount, the remaining balance must be paid by IA's credit card.

## COMMISSIONS TO AGENT

BNT pays commissions to Independent Agent on bookings made solely by the Independent Agent and through BNT approved vendors without the involvement BNT to complete the booking as follows:

- 80% of net commissions (commissions not including any sales discounts, allowances, etc.) paid to the Independent Agent on all bookings regardless of the Independent Agent's total annual commission
- 85% of net commissions (commissions not including any sales discounts, allowances, etc.) paid to the Independent Agent on all bookings if the Independent Agent's total annual commission is greater than \$10000
- 90% of net commissions (commissions not including any sales discounts, allowances, etc.) paid to the Independent Agent on all bookings if the Independent Agent's total annual commission is greater than \$15000

The Independent Agent's commission rate strictly depends on his/her annual total commission from the previous year of sales. The Independent Agent's starting commission rate is 80 percent; this rate is reevaluated at the end of every active year based on the year's sales report. (e.g. If the Independent Agent earns a total commission of over \$10000 within the year following the effective date, the Independent Agent's commission rate will increase from 80 to 85 percent in the following year of sales.)

BNT strongly discourages the Independent Agent from discounting packages out of his/her commissionable profit. In the case of any discount that decreases the net commission from a transaction, BNT will deduct its commission percentage (20%) from the original expected commission amount regardless of the Independent Agent's remaining commission earning. All payments to suppliers must be for the full gross amount. Net fare (cost of package less the commission) arrangements and rebating are prohibited.

If a booking is made for an Independent Agent's client by BNT due to the Independent Agent's lack of availability, the Independent Agent will receive 50 percent of net commission on that booking.

## COMMISSION PAYMENT

Earned commissions will be paid by BNT to the Independent Agent on the last day of every month following actual receipt of commission payment from suppliers after the client completes the trip and when agent's accumulated commissions amount reaches at least \$100. BNT is not responsible for withholding and will not withhold the Independent Agent's required income or employment taxes, but will issue an IRS 1099 Form to the Independent Agent in the following year; please see the Tax & Workers' Compensation Responsibilities section of this document for more details. BNT reserves the right to deduct from the Independent Agent's commission to cover any expenses incurred by the Independent Agent but directed to BNT.

## ACCOUNT RENEWAL, CANCELLATION AND TERMINATION POLICIES

This agreement is effective for a period of six months. By submitting this application, the Independent Agent agrees to pay a one-time registration fee of \$299. After a six-month period, the agreement will be automatically renewed for another six months without any additional fee if IA's account stays active and generates sales. IA is required to generate sales for at least \$500 in agent's commissions within six continuous months of the sign-up date; the minimum required commission amount must be received from the vendor(s) within 6 months to qualify the agent as active. The agreement with IA inactive and/or IA who produced less than the minimum required commission amount within 6 (six) months from the date of sign-up is subject to termination. Furthermore, BNT Travel Group reserves the rights to terminate accounts not complying with company goals and regulations. Registration fee is nonrefundable in case of contract termination. Following termination of this Agreement,

In the event of a cancellation or termination made by either party prior to the expiration date of the agreement, BNT will only pay the Independent Agent earned and successfully processed commissions reached required amount. BNT will not pay any pending or future commissions to the Independent Agent under any circumstances. Following termination of the term for any reason, without the written consent of the company, IA will not and will not attempt to transfer pending or booked reservations to another agency or cancel or attempt to cancel any of said reservations or induce, encourage or solicit any client to rebook a pending or booked reservation at another agency.

## INDEPENDENT AGENT BENEFITS

For the IA to enjoy the benefits of travel agent rates, FAM trips, CLIA/IATA card and other such travel agent privileges, the IA must first successfully process at least three client bookings, be an active BNT agent for at least 6 months, must produce \$5000 and more in agent's commissions within a calendar year, take and pass all educational courses provided by each respective cruise line required by CLIA

In order to receive commissions of personal bookings (bookings made by the Independent Agent for him/herself, the Independent Agent must first successfully process at least three client bookings. In the case that at least three client bookings have been completed by the Independent Agent, he/she will be paid 80 percent of commission earned on any personal booking.



## COMPLIANCE WITH LAW

IA is solely and expressly responsible for operating in accordance with all applicable federal, state and local laws, rules and regulations, including laws pertaining to the offering and sale of travel services. Any permits or licenses required for the IA to conduct its business are the sole responsibility of IA as are any expenses related thereto.

## ERROR AND OMISSIONS INSURANCE

BNT travel is not responsible for providing nor will provide the Independent Agent with error and omissions insurance.

## ACCOUNT SECURITY AND SYSTEM ACCESS LIABILITY

The Independent Agent acknowledges that the protection of all login credentials, passwords, authentication codes, vendor platform access, back office access, and related systems (collectively "Access Credentials") is solely the responsibility of the Independent Agent.

The Independent Agent shall keep all Access Credentials strictly confidential, securely stored, and inaccessible to any third party. Under no circumstances may Access Credentials be shared with colleagues, assistants, employees, contractors, friends, family members, or clients. The Independent Agent is required to enable all available security protections, including multi-factor or two-factor authentication where applicable.

Any activity performed under the Independent Agent's Access Credentials shall be deemed an action of the Independent Agent. The Independent Agent is fully and personally liable for any cancellation, modification, unauthorized booking activity, financial loss, data breach, supplier penalty, chargeback, commission reversal, or reputational harm resulting from use of such credentials. This includes full financial responsibility and indemnification of BNT for all related losses, costs, and legal expenses.

If the Independent Agent identifies any booking or system activity that does not belong to them or appears irregular, the Independent Agent must immediately notify BNT Support in writing and must not cancel or modify such booking under any circumstances.

Failure to comply with this section constitutes a material breach of this Agreement and may result in immediate suspension, termination, forfeiture of commissions, financial recovery actions, and other remedies available under law. This provision shall survive termination of this Agreement.

## MARKETING

BNT reserves the right to market deals, offers, and promotions regarding the travel industry through the Independent Agent. Aside from potentially marketing BNT-required material, the Independent Agent reserves the right to create their own marketing campaign or not market at all. The Independent Agent's use of any of BNT's logos, physical or digital material, contracts, forms, or other intellectual property for any purpose must be reported to and approved by BNT in writing at least 10 days prior to the intended use date. If marketing through BNT approved vendors, the Independent Agent must comply with the marketing requirements of both BNT and the vendor. Any expenses or liabilities incurred by the Independent Agent during the marketing process are the sole responsibility of the Independent Agent.

## INDEMNIFICATION

All costs, expenses, and fees (expected or not) incurred by the Independent Agent or by any of the Independent Agent's employees in the completion of the Agreement Services are the sole responsibility of the Independent Agent. Any costs that may be incurred by the Independent Agent or by any of the Independent Agent's employees from negligence, omissions, mistakes, or violations of government laws or vendor stipulations are the sole responsibility of the Independent Agent. Furthermore, in the case of any legal proceedings related to the actions or lack thereof of the Independent Agent, the Independent Agent agrees to fully indemnify BNT both legally and financially. BNT is not liable nor responsible for paying any costs, expenses, fees, or damages (expected or not) related to the actions or lack thereof of the Independent Agent. This indemnification agreement shall be effective past the expiration date of this contract.

## IDENTITY ATTESTATION AND REPRESENTATION

The Independent Agent hereby represents, warrants, and certifies that:

1. The Independent Agent is the same individual whose name appears on this Agreement and whose government-issued identification, Social Security Number (SSN), or Employer Identification Number (EIN) has been provided to BNT Travel Group.
2. All identification documents, personal information, tax information, and supporting materials submitted to BNT Travel Group are true, accurate, valid, and lawfully obtained, and belong solely to the Independent Agent executing this Agreement.
3. The Independent Agent is acting on their own behalf and not on behalf of any undisclosed third party. The Independent Agent shall not permit any other person to access, use, or operate under the Independent Agent's credentials, accounts, supplier logins, or BNT-issued access.
4. The Independent Agent understands and acknowledges that any misrepresentation of identity, use of false, stolen, or unauthorized identification documents, or impersonation of another individual constitutes fraud and is grounds for immediate termination of this Agreement.
5. In the event that BNT Travel Group reasonably determines that the Independent Agent has misrepresented their identity or provided fraudulent documentation, BNT reserves the right to:
  - Immediately suspend or terminate the Independent Agent's account
  - Withhold or forfeit any unpaid commissions
  - Report such activity to vendors, industry organizations, payment processors, or appropriate authorities
  - Pursue recovery of damages and costs incurred as a result of such misrepresentation
6. This identity attestation shall survive termination of this Agreement and shall be enforceable to the fullest extent permitted by law.

## CONCLUSION

This contract is binding and will be enforced based on the laws of the State of New York. If a portion of this contract is found to be illegal and is voided, the remaining portion of the contract remains valid and active. This contract shall not be waived or modified unless written and signed consent is submitted by both parties.

### Independent Agent (IA)

### BNT Travel Group LLC

Name (print) \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

*BNT Travel Group*

### BY SUBMITTING THIS SIGNED AGREEMENT, I HEREBY:

- a. AGREE TO ALL OF THE SPECIFIED TERMS, CONDITIONS, AND STIPULATIONS OF THIS AGREEMENT;
- b. REPRESENT AND CERTIFY THAT ALL INFORMATION PROVIDED BY ME, INCLUDING PERSONAL, IDENTIFICATION, AND TAX INFORMATION, IS TRUE, ACCURATE, AND COMPLETE;
- c. CONFIRM AND ACKNOWLEDGE THAT BNT TRAVEL GROUP RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO APPROVE OR REJECT THIS APPLICATION, OR TO TERMINATE THIS AGREEMENT, WITHOUT OBLIGATION TO DISCLOSE ANY REASONS;
- d. CONSENT TO A POTENTIAL BACKGROUND, IDENTITY, OR COMPLIANCE REVIEW AS DEEMED NECESSARY BY BNT TRAVEL GROUP;
- e. AUTHORIZE BNT TRAVEL GROUP TO CHARGE MY CARD FOR ALL APPLICABLE FEES DESCRIBED IN THIS AGREEMENT AND AGREE NOT TO DECLINE, DISPUTE, OR CHALLENGE SUCH CHARGES WITH MY CARD ISSUER.

## FRAUD DISCLOSURE AND LIABILITY ACKNOWLEDGMENT

This Fraud Disclosure and Liability Acknowledgment Form (the "Disclosure") is entered into by the undersigned Independent Travel Agent (the "Agent") in connection with the Agent's affiliation with BNT Travel Group (the "Agency").

By signing this Disclosure, the Agent expressly acknowledges, understands, and agrees to the following terms.

### 1. Definition of Fraudulent Activity

For purposes of this Disclosure, "Fraudulent Activity" includes, but is not limited to:

- Use of stolen, unauthorized, or compromised credit cards, debit cards, vouchers, gift cards, or travel credits
- Use of third-party payment instruments without verified cardholder authorization
- Creation of bookings using false, misleading, or fabricated client information
- Manipulation or circumvention of supplier rules, payment systems, or booking platforms
- Knowingly submitting or processing transactions that the Agent knows or reasonably should know are fraudulent
- Any act or omission that results in financial loss, chargebacks, penalties, or reputational damage to the Agency or its suppliers

### 2. Agent Responsibility and Duty of Care

The Agent acknowledges that:

- The Agent is solely responsible for verifying the legitimacy of all client payments, authorizations, and booking details
- The Agency does not pre-approve, validate, or guarantee the legitimacy of client payment methods used by the Agent
- The Agent has an affirmative duty to refuse any transaction that appears suspicious, irregular, or inconsistent with standard industry practices

Failure to exercise reasonable diligence shall not relieve the Agent of liability.

### 3. Financial Liability and Indemnification

The Agent agrees that:

- The Agent is fully and personally liable for all losses, including but not limited to supplier charges, chargebacks, penalties, administrative fees, legal costs, and investigative expenses, arising from Fraudulent Activity connected to the Agent's actions or omissions
- The Agent shall indemnify, defend, and hold harmless the Agency from any and all claims, losses, damages, liabilities, costs, or expenses resulting from such Fraudulent Activity
- The Agency reserves the right to deduct any such losses from commissions owed to the Agent, without limitation and without prior notice
- To the fullest extent permitted by law, BNT Travel Group shall not be liable to the Independent Agent or to any third party for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, business interruption, reputational harm, or loss of data.

If commissions are insufficient to cover the loss, the Agent remains personally responsible for the full outstanding balance.

### 4. Immediate Payment Obligation

In the event of confirmed or substantiated Fraudulent Activity:

- The Agency may issue a written demand for reimbursement
- The Agent agrees to remit full payment within 24 hours of written notice, unless otherwise stated by the Agency in writing
- Failure to remit payment within the required timeframe constitutes a material breach of contract

### 5. Reporting, Termination, and Legal Action

The Agent acknowledges and agrees that the Agency may, at its sole discretion:

- Immediately suspend or terminate the Agent's affiliation, system access, and booking privileges
- Report the matter to suppliers, payment processors, banks, fraud prevention networks, and regulatory or law enforcement authorities
- Initiate civil legal action to recover losses, including attorneys' fees and court costs, as permitted by law

### 7. No Waiver

The Agency's failure to immediately enforce any provision of this Disclosure shall not be deemed a waiver of its rights. All rights and remedies are cumulative.



## 8. Defense Obligation

The Independent Agent agrees to defend, indemnify, and hold harmless BNT Travel Group from any and all claims, lawsuits, demands, liabilities, damages, losses, costs, and attorneys' fees arising out of or related to the acts or omissions of the Independent Agent.

Upon written notice, the Independent Agent shall cooperate fully in the defense of any such claim.

## 9. Acknowledgment and Acceptance

By signing below, the Agent confirms that they have read this Fraud Disclosure and Liability Acknowledgement in full, understand its contents, and voluntarily agree to be bound by its terms. The Agent acknowledges that this Disclosure forms an integral part of the contractual relationship with the Agency.

Agent Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

