

## 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”).

### 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. The Independent Agent is hereby considered by BNT 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 the year 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.

This agreement can be terminated by the Independent Agent at any time of the contract duration in signed writing 30 days prior to the desired termination date. Such termination is a breach of this agreement, and will result in a \$50 early-termination fee paid by the Independent Agent. 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 transfer 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, as well as abide by federal, state, and local laws in completion of 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 of 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. All relevant workers’ compensation laws must be followed by the Independent Agent and any of the Independent Agent’s employees.

### 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 72 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 (MOST IMPORTANT)
- 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 \$199 registration fee, which is fully refundable upon the agent's total accumulated commission of \$250 within three months of the effective contract date. 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 **absolutely 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 \$5000
- 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 \$10000

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 \$5000 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.

Should agent chooses to cancel membership with BNT Travel Group, agent will forfeit any future commissions on all pending and future bookings that used BNT Travel Group's credentials.

Airline tickets issued through Sabre on a "net" basis will incur an automatic charge of a \$20 service fee payable to the airline consolidator. This is a flat rate that is applicable to the Independent Agent no matter what his/her commission rate is.

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 receipt of commission payment from suppliers after the client complete the trip and when agent's commissions reach at least USD 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.

## **INDEPENDENT AGENT BENEFITS**

For the Independent Agent to enjoy the benefits of travel agent rates, FAM trips, CLIA/IATA card and other such travel agent privileges, the Independent Agent must first successfully process at least three client bookings.

The Independent Travel Agent shall not receive commissions on bookings for his/her own personal travel until process at least 3 client bookings. 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.

## **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.

## **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 \$199. After six months period the agreement will be automatically renewed for another six months without any additional fee if IA's account stays active and generates sales. BNT requires to generate sales for at least \$350 in agent's commissions within six continuous months in order to be qualified as an active account. The agreement with IA inactive for 6 (six) months from the date of sign up will be automatically terminated. 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, IA will not transfer or attempt to transfer pending or booked reservations to another agency or cancel or attempt to cancel any reservations or induce, encourage or solicit any client to rebook a pending or booked reservation at another agency. In this case IA must advise BNT Travel Group support desk with all unpaid, pending bookings.

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.

## **ERROR AND OMISSIONS INSURANCE**

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

## **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.