



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement, along with all schedules attached hereto (“**Agreement**”) is effective from the date Contractor completes the enrollment process (the “**Effective Date**”), and is a binding agreement between **Cruises Inc.** (“**Cruises Inc.**”), and the person signing below as the Contractor (the “**Contractor**”).

- A. Cruises Inc. engages in the business (the “**Business**”) of promoting and selling cruises and related travel products and services (the “**Products**”), which it may change from time to time.
- B. Cruises Inc. desires to appoint the Contractor—and the Contractor desires to be appointed by Cruises Inc.—to perform Sales Assistance Services (as defined below) as an independent contractor. “**Sales Assistance Services**” are services assisting Cruises Inc. to promote and sell the Products, which services, in turn, include soliciting orders for, selling, and advertising the Products.

The parties therefore agree as follows:

CRUISES INC. APPOINTS CONTRACTOR TO PROVIDE SALES ASSISTANCE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CONTRACTOR ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON OR CHECKING THE "ACCEPT" BOX ON THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CONTRACTOR IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; (II) IF CONTRACTOR IS A CORPORATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CONTRACTOR AND BIND CONTRACTOR TO ITS TERMS, AND (III) THAT NEITHER CONTRACTOR, NOR ANY OF CONTRACTOR’S MEMBERS (IF AN ENTITY), IS A RESIDENT OF HAWAII, INDIANA, MARYLAND, MINNESOTA, NORTH DAKOTA, OREGON OR WASHINGTON, AND THAT CONTRACTOR WILL NOT OFFER THE SALES ASSISTANCE SERVICES FROM THOSE STATES. IF CONTRACTOR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CONTRACTOR WILL NOT AND DOES NOT APPOINT CONTRACTOR TO PROVIDE SALES ASSISTANCE SERVICES AND YOU MUST NOT COMPLETE THE ENROLLMENT PROCESS.

1. Appointment

- 1.1. Cruises Inc. hereby appoints the Contractor to provide Sales Assistance Services as an independent contractor, and the Contractor hereby accepts that appointment.
- 1.2. Cruises Inc.’s appointment is nonexclusive, and Cruises Inc. may appoint other independent contractors to provide Sales Assistance Services, without regard to the location of the Contractor’s business or that of its customers. The Contractor does not receive a protected territory or any territorial rights.

2. Independent Contractor Status and Duties

- 2.1. Because the Contractor is being appointed as an independent contractor—and not being employed as an employee—the following provisions apply:
 - 2.1.1. This Agreement does not constitute a hiring by either party. Contractor is entitled to work for any third party as an employee or independent contractor.
 - 2.1.2. Cruises Inc. shall not make any premium payments or contributions for any workers' compensation or unemployment compensation for Contractor. Contractor will not receive sick leave pay, vacation pay, jury- duty pay, leave of absence considerations, medical-insurance benefits, retirement-plan benefits or the right to participate in benefit plans that Cruises Inc. may offer, such as any ESOP or 401(k) plan. Nor is the Contractor eligible for other benefits that Cruises Inc., at anytime, provides to its employees. The Contractor will not receive payments on a regular basis if no commission is earned.
 - 2.1.3. Contractor shall make all decisions with respect to the location where it performs Sales Assistance Services. Except as expressly provided otherwise in this Agreement, Cruises Inc. shall not require the Contractor to perform any duties at Cruises Inc.’s place of business. Contractor shall provide its own office, which may be located at its home or other location, and which it must outfit with fixtures, equipment, voice and data phone lines, computers, and printers, at its own expense.

- 2.1.4. Contractor shall perform Sales Assistance Services as a self-employed business person or business entity.
- 2.1.5. Contractor is exclusively responsible—and shall pay—for all expenses it incurs in connection with performing Sales Assistance Services. Cruises Inc. is not liable to Contractor or any third party for any such expenses, including automobile expenses, mileage, parking, meals, postage, office supplies, internet connection, or telephone calls.
- 2.1.6. Nothing in this Agreement constitutes either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose whatsoever. Nothing in this Agreement authorizes the Contractor to make any contract, agreement, warranty, or representation on Cruises Inc.'s behalf. Nor may the Contractor incur any debt or other obligation in Cruises Inc.'s name. The Contractor shall take such affirmative actions as Cruises Inc. requests to disclose to the public that the Contractor is an independent contractor. Such actions may include placing and maintaining a plaque in a conspicuous place within its offices and a notice on all stationery, business cards, sales literature, contracts, and similar documents that states that the Contractor's business is independently owned and operated by the Contractor. The content of such plaque and notice is subject to the prior written approval of Cruises Inc.
- 2.1.7. Cruises Inc. may contract with other contractors to perform Sales Assistance Services. During the Term (as defined below), Contractor may not contract with other travel agencies to process travel arrangements for any Designated Client (as defined below) but may do so for any other person. A "**Designated Client**" is any person for whom the Contractor (or its owner or other affiliate, if any) has ever booked a cruise or other travel arrangement through Cruises Inc. or who Cruises Inc. has ever referred to the Contractor.
- 2.1.8. The Contractor is:
 - a. not required to work particular or regular hours;
 - b. not required to work at Cruises Inc.'s offices;
 - c. not required to work exclusively for Cruises Inc.;
 - d. not covered by Cruises Inc.'s employee policies and procedures; and
 - e. not entitled to receive payment or reimbursement for training trips.
- 2.1.9. During the Term, all information Contractor acquires from, about, or relating to Designated Clients ("**Client Information**") is, and remains, confidential, not to be used for any purposes other than providing Sales Assistance Services to them. Client Information consists of all current, former and prospective Designated Client names, addresses, telephone numbers, e-mail addresses, any information related to Contractor's bookings, and information relating to Products purchased. After the termination or expiration and nonrenewal of this Agreement, subject to applicable laws, either party may use the Client Information as it deems appropriate, provided that Contractor may not use any Client Information to solicit any current, former or prospective Designated Clients for a competitive purpose for a period of one year after the date of termination or expiration.
- 2.1.10. Contractor shall timely prepare, file and pay all returns relating to all federal income tax (including self-employment tax), social security, and other federal and state income and payroll taxes and fees due on the all amounts that it earns under this Agreement. Cruises Inc. shall not withhold federal withholding tax nor withhold social security tax, or other federal and state taxes or fees from the gross amounts earned by the Contractor hereunder. Cruises Inc. shall submit to the Internal Revenue Service appropriate Form 1099s, and comparable state income reporting forms, regarding payments it makes to Contractor.
- 2.1.11. The Contractor shall not be required to attend any office meetings or staff training sessions.
- 2.1.12. Contractor is exclusively responsible for the actions and omissions of its employees and associates, such acts and omissions being considered acts and omissions of the Contractor itself.
- 2.1.13. The Contractor shall provide its own business supplies and materials. The Contractor shall purchase all advertising, promotional, and marketing materials it uses in connection with performing Sales Assistance Services, including business cards, letterhead, postage, and other materials.
- 2.1.14. If Contractor uses Cruises Inc.'s Trademarks (as defined below) on its business card and letterhead, Contractor shall prominently and conspicuously provide notice of, and display on such materials, its status as an independent contractor for Cruises Inc., to avoid implying that Contractor is Cruises Inc.'s employee. Contractor shall use business cards and letterhead that are distinctively different in both appearance and color from any cards and stationary Cruises Inc.'s employees use. The Contractor shall

submit all such materials to Cruises Inc. in advance of use for Cruises Inc.'s review and approval. Contractor is exclusively responsible for all costs relating to obtaining its business cards and letterhead. Cruises Inc. is entitled to withdraw approval (if any) if it deems such withdrawal appropriate to maintain uniformity, meet its latest marketing guidelines, or for any other reason in its sole discretion that it deems appropriate.

- 2.1.15. The Contractor alone bears the risk of loss if its commissions under this Agreement are inadequate to pay for the expenses it incurs in connection with performing Sales Assistance Services.

3. Commission

- 3.1. Cruises Inc. shall pay the Contractor the commission described in Schedule 3.1 (the "**Contractor's Commission**") for performing Sales Assistance Services. Cruises Inc. shall pay the Contractor's Commission by direct deposit (provided that the Contractor has provided the direct deposit cooperation needed to establish such means of deposit as Cruises Inc. may request). Cruises Inc. reserves the right, in its sole discretion, to make reasonable modifications to the Contractor's Commission, including, but not limited to, altering the manner of payment, schedule of any payment to Contractor, the amount of the Applicable Percentage, and/or the amount of the Contractor Commission (as defined in Schedule 3.1), upon 30 days' prior written notice to Contractor.
- 3.2. The Contractor's Commission is the sole payment to which Contractor is entitled from Cruises Inc. under or in connection with this Agreement.
- 3.3. If either party terminates this Agreement, Cruises Inc. shall pay Contractor any accrued Contractor's Commissions for Products sold before the termination date. Contractor is not entitled to any further payment following the date of the termination.
- 3.4. If Cruises Inc. refunds any money to a Designated Client for which the Contractor has received a Contractor's Commission, Cruises Inc. may either require the Contractor to repay it the Contractor's Commission (or appropriate part thereof) or deduct the amount of that Contractor's Commission (or appropriate amount thereof) from future Contractor's Commissions to which the Contractor is entitled. If Cruises Inc. chooses to deduct any refund from future Contractor's Commissions and this Agreement terminates, then the portion of the deduction not yet applied at termination to reduce Contractor's Commissions paid shall, upon the request of Cruises Inc., be repaid immediately to Cruises Inc.
- 3.5. No minimum quota of sales or revenue is required, no minimum amount of commissions are guaranteed, and there is no account or advance available against anticipated earnings.

4. Term of Agreement

- 4.1. The initial term of this Agreement (the "Term") begins on the Effective Date and expires on the Expiration Date, subject to the renewal terms set forth in Section 4.2 below. "Expiration Date" means: (i) if the Service Commencement Date (as defined in Section 6.1) is on or prior to September 30, January 1 of the year following the year of the Service Commencement Date; or (ii) if the Service Commencement Date is after September 30, January 1 of the second year following the year of the Service Commencement Date. By way of examples: (1) if, for the initial Term, the Service Commencement Date is September 1, 2020, the Expiration Date is January 1, 2021; or (2) if, for the initial Term, the Service Commencement Date is October 31, 2020, the Expiration Date is January 1, 2022.
- 4.2. **Upon the Expiration Date as described in Section 4.1, this Agreement will automatically renew for two additional one-year periods (each, a Renewal Term), unless either party provides 30 days' prior written notice of its intent to not renew.** Upon the expiration (but not the sooner termination) of the second Renewal Term, Contractor may renew this Agreement if Contractor satisfies the following conditions: (a) not less than one month before the end of the second Renewal Term, Contractor gives Cruises Inc. written notice of its intention to exercise the option to renew; (b) at the time of such notice, Contractor has satisfied all its monetary obligations to Cruises Inc. and its affiliates and is not in default of any provision of this Agreement or any other agreement between Contractor and Cruises Inc. or its affiliates; and (c) at least 10 days before the expiration of the second Renewal Term, Contractor executes and delivers Cruises Inc.'s then-current form of independent contractor agreement for new contractors at the time Contractor enters into such agreement. The terms of such agreement may significantly differ from the terms of this Agreement. In the event Contractor does not satisfy the foregoing renewal conditions, Cruises Inc. has the right, but not the obligation, to extend the Term on a month to month basis upon written notice to Independent Contractor.
- 4.3. Notwithstanding anything to the contrary contained in this Agreement, Cruises Inc. may terminate this Agreement at any time without cause. To do so, Cruises Inc. must deliver written notice of termination to Contractor and such

termination is effective upon delivery of notice, unless the notice specifies a later date of termination, which date may not be later than the Expiration Date.

- 4.4. Notwithstanding anything to the contrary contained in this Agreement, Contractor may terminate this Agreement at any time without cause provided that Contractor: (a) provides Cruises Inc. with written notice of such intent to terminate at least 30 days prior to the date of intended termination; and (b) at the time of providing such notice, Contractor has paid all outstanding amounts owed to Cruises Inc. and/or its affiliates, suppliers and vendors.

5. Manuals and Confidential Information

- 5.1. The Contractor shall perform Sales Assistance Services in accordance with Cruises Inc.'s mandatory operating requirements set forth in the operating manuals (the "**Manuals**"), which contain Cruises Inc.'s guidelines, policies, and procedures for independent contractors that are either recommended or mandatory. The Manuals are an integral part of this Agreement and have the same force and effect as if fully set forth herein. Cruises Inc. may provide the Manuals either in print or in an electronic format (which may include Cruises Inc.'s private web site, called the "**Business Center**").
- 5.2. The Contractor shall treat the Manuals and other Confidential Information as confidential and Cruises Inc.'s trade secrets. At all times, the Contractor must keep the Manuals in a secure area in its principal office. The Contractor shall strictly limit access to the Confidential Information to its employees who have a "need to know" in order to perform their jobs. The Contractor shall report the theft, loss, or destruction of the Manuals, or any portion thereof, immediately to Cruises Inc. Without Cruises Inc.'s prior written consent, the Contractor must not, at any time, copy, record, or otherwise reproduce any Confidential Information, in whole or in part or use Confidential Information for any purpose other than performing Sales Assistance Services.
- 5.3. "**Confidential Information**" means any knowledge, know-how, technologies, processes, techniques, and any other information that Cruises Inc. designates as confidential, proprietary, or trade secrets or that is not readily available in the public domain (if it is so readily available but the reason for such availability is due to a breach of duty to Cruises Inc., then such information shall nevertheless continue to be considered Confidential Information). Confidential Information includes the Manuals, Cruises Inc.'s IATA and CLIA codes, and Cruises Inc.'s proprietary information relating to selling cruises and information relating to the following: marketing plans; business strategies and methods; and competitive information (including the names, phone numbers, regular mail and e-mail addresses of contractors and pricing structures and arrangements with cruise lines).
- 5.4. Cruises Inc. may periodically revise and change the contents of the Manuals. Beginning on the 30th day (or such longer time as specified by Cruises Inc.) after delivery of written notice from Cruises Inc., the Contractor must comply with each new or changed provision that imposes any requirements on the Contractor, unless and until either party terminates this Agreement in accordance with its terms. The Contractor shall at all times ensure that its copy of the Manuals contains all updates Cruises Inc. delivers. In the event of any dispute as to the contents of the Manuals, the terms contained in the Master Copy of each of the Manuals Cruises Inc. maintains at Cruises Inc.'s home office are controlling.
- 5.5. Each of the parties acknowledges and agrees that for purposes of Florida Statutes, Chapter 688 (the "Uniform Trade Secrets Act"), all Confidential Information is considered to be "trade secrets" thereunder and any breach of this Agreement relating thereto is considered "misappropriation," irrespective of how such terms are defined in §§688.002 (2) and (4) respectively.

6. Service Standards

- 6.1. Before the Contractor may begin performing Sales Assistance Services, (i) it shall attend and complete, to Cruises Inc.'s satisfaction, initial training, and (ii) Cruises Inc. may conduct a background or reference check (or both), and Contractor's appointment may be conditioned on satisfactory results and completion thereof. Failure to complete initial training to Cruises Inc.'s satisfaction, to cooperate fully with any background or reference check required by Cruises, Inc., or if the background or reference check produces results which Cruises Inc., in its sole and absolute discretion, deems disqualifying, this Agreement shall immediately terminate upon Contractor's receipt of written notice from Cruises Inc.
- 6.2. Initial training will be provided by Cruises Inc. and may be any combination of modules, instructor-led, virtual or classroom training. The Contractor shall pay all of its own expenses that it incurs to obtain initial training (including travel, lodging and meal expenses, as well as any internet or webcam related expenses for any virtual training). Contractor shall select an offered training date concurrently with the execution of this Agreement. Contractor may reschedule the initially selected training date once without charge. However, if Contractor desires to reschedule any previously rescheduled training date, it shall pay a \$25.00 rescheduling

fee prior to the training date. The date that Contractor may begin performing Sales Assistance Services may be referred to herein as the “Service Commencement Date.”

6.3. The Contractor shall:

- 6.3.1. actively promote, and solicit sales of, the Products in accordance with the Manuals;
- 6.3.2. make customer reservations for the Products, and take all other actions needed to process and ticket customers accurately, in accordance with the Manuals;
- 6.3.3. collect customers' initial deposits for the Products and timely remit them to Cruises Inc. in accordance with the Manuals; the Contractor shall not accept checks payable to itself or use its personal credit card for customer payments;
- 6.3.4. collect all customer and sales information (including customer e-mail and street addresses) and timely transmit such information to Cruises Inc. in accordance with the Manuals;
- 6.3.5. perform Sales Assistance Services in accordance with the highest standards of fair trade, fair competition, and business ethics;
- 6.3.6. neither during nor after the Term, transfer bookings that at any time had already been booked with Cruises Inc. or had otherwise been entered into the Cruises Inc. system;
- 6.3.7. acquire and use telecommunications equipment and services (including a dedicated phone line) and a computer, together with such software (including an e-mail client) and Internet services, that will enable it to efficiently perform Sales Assistance Services and communicate with customers and Cruises Inc., in accordance with the Manuals;
- 6.3.8. consult and cooperate with Cruises Inc. to address customer inquiries, requests, concerns, or complaints;
- 6.3.9. maintain customer personal information in a secure manner and maintain customer privacy and otherwise comply with all Cruises Inc.'s mandatory privacy policies in the Manuals; and destroy such information if and when appropriate;
- 6.3.10. not engage in any unlawful, unfair, or deceptive business or trade practice;
- 6.3.11. not engage in any conduct that would impair or diminish Cruises Inc.'s public image, goodwill, or reputation, or that of its Products, or Trademarks;
- 6.3.12. pay all costs it and its employees incur under or in connection with this Agreement; and
- 6.3.13. comply with all federal, state, and local laws applicable to this Agreement or Sales Assistance Services (and shall cooperate with Cruises Inc., as it requests during or after the Term for Cruises Inc. to do so as well), including:
 - a. laws governing licensing, registration, permits or other business regulations;
 - b. Public Law No. 108-187, the CAN-SPAM Act, and Public Law No. 102-243, the Telephone Consumer Protection Act of 1991, Public Law No: 109-21, the Junk Fax Prevention Act, and all relevant regulations, directives, and guidelines issued by the Federal Communications Commission and Federal Trade Commission with respect thereto; and
 - c. federal and state privacy laws.

7. Cruises Inc.'s Services

- 7.1. Other than initial deposits (which the Contractor must collect), Cruises Inc. shall bill and collect all monies due from customers, using its automated e-mail invoicing procedures (the “**Billing Services**”). If, however, the Contractor fails to obtain a customer's e-mail address or does not provide it to Cruises Inc. in accordance with the Manuals, the Contractor shall, at its expense, prepare and send all invoices (including with respect to deposits, final-payment reminders, and payment in full) to the customer. Cruises Inc. reserves the right, in its sole discretion, to make reasonable changes to the Billing Services, including, but not limited to, altering the manner or timing of collection, upon 30 days' prior written notice to Contractor.
- 7.2. For travel documents sent to Cruises Inc. by cruise lines that do not issue e-docs, Cruises Inc. shall process such travel documents and send them to the customers to which they relate by expedited mail or delivery service (the “**Processing Services**”). If, however, a cruise line does issue e-docs, but the customer does not have or want to use e-mail to receive e-docs, the Contractor shall, at its expense, assist the customer to retrieve its travel documents. If a cruise line issues

both e-docs and paper documents and the Contractor requests paper travel documents, and either the customer or the Contractor wants paper travel documents, the Contractor shall, at its expense, arrange to have the travel documents sent to the Contractor, who shall send them to the customer or arrange to have the cruise line do so. Cruises Inc. reserves the right, in its sole discretion, to make reasonable changes to the Processing Services, including, but not limited to, altering the process of collection and disbursement of travel documents or adding additional services to be included in the Processing Services, upon 30 days' prior written notice to Contractor.

- 7.3. Cruises Inc. may, but is not obligated to, periodically offer optional training programs that the Contractor may elect to attend. Cruises Inc. may charge for its training programs at the then-prevailing rates and provide them pursuant to any other terms it deems appropriate. The Contractor has no obligation to attend such programs.

8. Fees Due to Cruises Inc.

- 8.1. The Contractor shall pay Cruises Inc. the continuation fee and create and maintain a designated credit card account as set forth in Schedule 8.1 (the "**Continuation Fee**"). Cruises Inc. reserves the right, in its sole discretion, to reasonably adjust the amount of the Continuation Fee, or to cancel the requirement that Contractor pays the Continuation Fee, upon 30 days' prior written notice to Contractor.
- 8.2. Cruises Inc. may require the Contractor to charge each customer a customer offset fee for each booking (the "**Customer Offset Fee**") made by the Contractor, as periodically set forth in the Manuals. Cruises Inc. shall retain the portion of the Customer Offset Fee as periodically set forth in the Manuals (the "**Cruises Inc. Offset Fee**") through a deduction from the corresponding Contractor's Commission pursuant to Schedule 3.1. Cruises Inc. shall remit the balance of the Customer Offset Fee remaining after such deduction to the Contractor along with the payment of the corresponding Contractor's Commission. The current Customer Offset Fee is \$24.99 per booking and the current Cruises Inc. Offset Fee is \$12.49 per booking. If the Contractor fails or refuses to charge a customer the then-current Customer Offset Fee for any booking, the Contractor will still be responsible for the payment of the applicable Cruises Inc. Offset Fee to Cruises Inc., through a deduction from the Contractor's Commission pursuant to Schedule 3.1 or other payment authorized by Cruises Inc.

9. Insurance

- 9.1. Cruises Inc. shall maintain errors & omissions liability insurance on behalf of the Contractor, which insurance shall cover only Sales Assistance Services. The policy shall be retained by Cruises Inc. and will be available to the Contractor upon written request. Such insurance coverage will be immediately terminated upon termination of this Agreement.
- 9.2. Cruises Inc., as a matter of policy, does not enter independent contractor agreements with parties that it believes do not carry adequate insurance. Accordingly, the Contractor shall maintain any types of insurance, in such amounts, that Cruises Inc. periodically requires. This insurance is in addition to any other insurance that may be required by applicable law, the Contractor's landlord, or otherwise. All such policies that Cruises Inc. requires must be written by an insurance company reasonably satisfactory to Cruises Inc. with a Best rating of "A" or better, and, to the extent permitted by law, must name Cruises Inc. as an additional insured. Before signing this Agreement, the Contractor shall provide Cruises Inc. with certificates of insurance for all insurance policies required by Cruises Inc. Each such certificate must include a statement by the insurer that the policy or policies must not be canceled, subject to nonrenewal, or materially altered without at least 30 days' prior written notice to Cruises Inc. Upon Cruises Inc.'s request, the Contractor shall supply it with copies of all insurance policies and proof of payment. Every year, the Contractor shall send current certificates of insurance and copies of all insurance policies to Cruises Inc.

10. Cruises Inc.'s Trademarks

- 10.1. Cruises Inc. hereby grants the Contractor the nonexclusive, non-assignable right to use its proprietary trademark **Cruises Inc.**, and any other trademark it authorizes from time to time (collectively, the "**Trademarks**"), to perform Sales Assistance Services. The Contractor shall use the Trademarks in strict accordance with any standards and specifications in the Manuals. Cruises Inc. may, at any time, change the trademark or trademarks constituting the Trademarks the Contractor is authorized to use. Without limiting the foregoing:
 - 10.1.1. the Contractor shall not use the Trademarks as security for any obligation or indebtedness nor in any manner encumber it;

- 10.1.2. the Contractor shall not use the Trademarks as part of its corporate, partnership, or other legal name;
 - 10.1.3. the Contractor shall not use or attempt to register any other trademarks, service marks, or other commercial symbols that are the same as or similar to any of the Trademarks, nor any mark with phonetic or graphic similarity to the Trademarks; and
 - 10.1.4. the Contractor shall exercise caution when using the Trademarks to ensure that neither the Trademarks nor the goodwill pertinent thereto is jeopardized in any manner.
- 10.2. Any use of the Trademarks not in strict accordance with, or outside the scope of, this Agreement, without Cruises Inc.'s prior written consent, infringes Cruises Inc.'s rights in the Trademarks. Both during and after the Term, the Contractor shall not, directly or indirectly, infringe or contest or aid in contesting the validity of, or right of Cruises Inc. to the Trademarks, or take any other action in derogation of Cruises Inc.'s rights in the Trademarks.
- 10.3. The Contractor has no ownership or other rights in the Trademarks (other than its right to use them as provided in Section 10.1.). Cruises Inc. is the exclusive owner of the Trademarks. All goodwill that might accrue from the Contractor's using the Trademarks inures directly and exclusively to Cruises Inc.'s benefit. Such goodwill is Cruises Inc.'s exclusive property.
- 10.4. If Cruises Inc. makes a reasonable determination to modify, discontinue, or to use one or more additional or substitute Trademarks then, upon notice from Cruises Inc., Contractor will terminate or modify, within a reasonable time, such use in the manner prescribed by Cruises Inc. Cruises Inc. will not reimburse Contractor for any out-of-pocket expenses that Contractor incurs to implement such modifications or substitutions and Cruises Inc. is not obligated to reimburse Contractor for any loss of goodwill or revenue associated with any modified or discontinued Trademark(s).

11. Advertising

- 11.1. The Contractor may use the Trademarks to advertise. All advertising displaying the Trademarks or relating to the Products must comply with any obligations required under the Manuals. The Contractor shall submit all advertising to Cruises Inc. for its review and approval before the Contractor may use it, unless such advertising has been provided by Cruises Inc. Cruises Inc. may approve or disapprove any advertising, in its sole discretion. Cruises Inc. may, at any time, revoke its approval of any advertising that it previously approved; in which case, the Contractor shall immediately cease using such advertising.
- 11.2. Without Cruises Inc.'s prior written consent, Contractor shall not advertise, market, or otherwise promote the Products or perform Sales Assistance Services on the Internet. Nor may the Contractor register any domain name containing the words "**Cruises** or **Inc.**", or any variation thereof, or establish, operate, or participate in a web site on which the words "Cruises" and "Inc." (or phonetic or other similar words) appear, without regard to any punctuation, immediately next to each other. Cruises Inc. retains the sole right to advertise Products or use the Trademarks on the Internet, create or operate a web site or sites advertising Products or using the Trademarks on the Internet, and use **Cruises** or **Inc.** as part of any domain name. Cruises Inc. exclusively owns all rights in Cruisesinc.com and such other domain names as Cruises Inc. designates in the Manuals.

12. Indemnification

- 12.1. The Contractor shall indemnify, defend and hold harmless Cruises Inc., as well as Cruises Inc.'s directors, officers, principals/owners, managers, shareholders, affiliates, subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), from any and all losses, damages, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto, including reasonable attorneys' fees and court costs (collectively, the "Claims"), that arise out of or are otherwise related to Contractor's performance of Sales Assistance Services or to any act or omission of the Contractor under or relating to this Agreement. This indemnity continues in full force and effect, notwithstanding the termination of this Agreement.

13. General Provisions

- 13.1. For the purposes of this Agreement: "**herein**," "**hereunder**," and "**hereof**" refer to this Agreement and not to the specific section in which that term occurs; "**including (include)**" means "including (include), without limitation"; and "**or**," as in "A or B," means "A or B or both."
- 13.2. This Agreement represents the entire understanding and agreement between the parties with respect to the

subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement may be relied on or are of any force and effect.

- 13.3. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.
- 13.4. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.
- 13.5. The Contractor shall not assign this Agreement or any of its rights hereunder, nor grant or transfer any interest in the Contractor (if the Contractor is an entity). Nor, notwithstanding anything else to the contrary in this Agreement, may it delegate any of its duties hereunder without Cruises Inc.'s prior written consent. Any such assignment or delegation is *void ab initio*. An assignment of any beneficial or legal interest or voting interest in the Contractor is considered an assignment of this Agreement. Nothing restricts Cruises Inc. from assigning or delegating its rights or duties hereunder.
- 13.6. A substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or will occur in Broward County, Florida. Therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement, including without limitation regarding its validity, interpretation, or enforcement or regarding the parties' rights relating to or arising from this Agreement or the offer of rights hereunder, may be brought only in the courts of record of the State of Florida in Broward County or the District Court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Florida.
- 13.7. Prior to commencing any action or bringing any claim against Cruises Inc. in the courts specified in Section 13.6, Contractor must first bring any such claim or dispute to Cruises Inc.'s management and make every effort to resolve the dispute internally. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.
- 13.8. This Agreement and all transactions contemplated by this Agreement, including without limitation issues regarding the validity, interpretation, or enforcement of this Agreement or regarding the parties' rights relating to or arising from this Agreement or the offer of rights hereunder, are to be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.
- 13.9. If any term(s) or condition(s) set forth in this Agreement shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
- 13.10. All covenants, agreements, representations and warranties made in this Agreement by any party, including Sections 6.2.13 and 12.1, continue in full force and effect subsequent to and notwithstanding the Agreement's expiration or termination and until they are satisfied or by their nature expire. If the Contractor is an entity, the Contractor is jointly and severally liable for conduct of its owners obligated to sign the joinder to this Agreement to the same extent as if the Contractor engaged in such conduct itself.
- 13.11. If the Contractor is an entity (corporation, limited liability company, partnership, or otherwise), Contractor represents and warrants that the parties identified on the applicable enrollment page constitute all the Contractor's beneficial and legal owners, and that they are each receiving a material benefit from Cruises Inc. entering this Agreement. Each of such parties agrees that he or she is jointly and severally liable with each other and the Contractor for all the Contractor's obligations under this Agreement and is bound by all the terms thereof as if he or she were the Contractor thereunder
- 13.12. The Contractor acknowledges and agrees that:
 - 13.12.1. THE CONTRACTOR'S SUCCESS IN OWNING AND OPERATING ITS BUSINESS IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS. SUCH FACTORS INCLUDE, TO A LARGE EXTENT, THE CONTRACTOR'S INDEPENDENT BUSINESS ABILITY. EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT, NO REPRESENTATIONS OR PROMISES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY CRUISES INC. OR ANY EMPLOYEE, BROKER, OR REPRESENTATIVE OF CRUISES INC., TO INDUCE THE CONTRACTOR TO ENTER INTO THIS AGREEMENT. NO EMPLOYEE, OFFICER, DIRECTOR,

BROKER OR REPRESENTATIVE IS AUTHORIZED TO DO OTHERWISE.

- 13.12.2. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT DOES NOT CREATE A FIDUCIARY RELATIONSHIP BETWEEN THEM, THAT THE CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR, AND THAT NOTHING IN THIS AGREEMENT IS INTENDED TO CONSTITUTE EITHER PARTY AN AGENT, LEGAL REPRESENTATIVE, AFFILIATE, JOINT VENTURER, PARTNER, EMPLOYEE, JOINT EMPLOYER OR SERVANT OF THE OTHER FOR ANY PURPOSE. THE CONTRACTOR SHALL TAKE SUCH AFFIRMATIVE ACTION AS CRUISES INC. REQUESTS TO DISCLOSE TO THE PUBLIC THAT THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND THE RELATIONSHIP ARISING HEREFROM IS NOT A FRANCHISE OR BUSINESS OPPORTUNITY UNDER ANY FEDERAL OR STATE LAW, AND THE CONTRACTOR HEREBY WAIVES, TO THE GREATEST EXTENT LEGALLY PERMITTED, ALL RIGHTS, IF ANY THAT MAY BE APPLICABLE UNDER ANY SUCH LAWS.
- 13.12.3. IN ALL OF THE CONTRACTOR'S DEALINGS WITH CRUISES INC.'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES, SUCH INDIVIDUALS ACT ONLY IN THEIR REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THIS AGREEMENT AND ALL BUSINESS DEALINGS BETWEEN THE CONTRACTOR AND SUCH INDIVIDUALS IN CONNECTION WITH THIS AGREEMENT OR RELATED TO THE RELATIONSHIP WITH CRUISES INC. ARE SOLELY BETWEEN THE CONTRACTOR AND CRUISES INC.
- 13.12.4. CRUISES INC. MAKES NO WARRANTY AS TO THE CONTRACTOR'S ABILITY TO OPERATE ITS BUSINESS IN THE JURISDICTION OF ITS BUSINESS. THE CONTRACTOR ITSELF MUST SEEK OR OBTAIN ADVICE OF COUNSEL SPECIFICALLY WITH RESPECT TO THIS ISSUE. IF LEGISLATION ENACTED, OR REGULATION PROMULGATED, BY ANY GOVERNMENTAL BODY PREVENTS THE CONTRACTOR FROM OPERATING ITS BUSINESS, CRUISES INC. IS NOT LIABLE FOR DAMAGES NOR REQUIRED TO INDEMNIFY THE CONTRACTOR IN ANY MANNER WHATSOEVER OR TO RETURN ANY MONIES RECEIVED FROM THE CONTRACTOR.

14. All notices, requests, demands, consents and other communications required or permitted under this Agreement must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to the appropriate party at its address set forth in the first paragraph of this Agreement, or to such other address as that party may designate by notice complying with the terms of this paragraph. Each such notice is considered delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission either by email, or with confirmed answer back if by facsimile; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered. Notwithstanding the foregoing, no email to Cruises Inc. shall be deemed delivered unless sent to the email address that Cruises Inc. designates periodically for receiving formal notices under this Agreement and unless the Contractor receives confirmed answer back for such email message.

SCHEDULE 3.1
The Contractor's Commission

For the sale of each Product for which (a) the Contractor is the procuring cause and (b) Cruises Inc. actually receives a commission from the cruise line or other vendor ("**Cruises Inc.'s Commission**"), Cruises Inc. shall pay the Contractor a commission (the "**Contractor's Commission**"). The Contractor's Commission is payable not less frequently than monthly. The Contractor's Commission will be the difference between (i) the Applicable Percentage (which is initially 60%, and is further defined below) of Cruises Inc.'s Commissions it collected on booked revenues and (ii) the Cruises Inc. Offset Fee. The "**Applicable Percentage**" is set forth in the table below and is based on Contractor's annual accrued booked revenues, determined by Cruises Inc. on the first day of each calendar month during each calendar year of the Term. Cruises Inc.'s determination of booked revenues, and the Contractor's Commission, is final, binding, and conclusive. Booked revenues from prior years do not carry forward so that booked revenues are deemed reset to \$0 at the start of each calendar year during the Term.

<u>Booked Revenues For Calendar Year</u>	<u>Applicable Percentage of Cruises Inc.'s Commission</u>
\$0 to \$149,999.99	60%
\$150,000 to \$499,999.99	70%
\$500,000 to \$749,999.99	80%
\$750,000 to \$999,999.99	90%
\$1 million or more	100%

The Applicable Percentage is applied to Cruises Inc.'s Commissions that Cruises Inc. collected for the particular increment to which the designated percentage is adjacent. For example, if the booked revenues for the calendar year have reached \$300,000, then Cruises Inc. should have applied 60% to Cruises Inc.'s Commissions it collected on the first \$149,999.99 of booked revenues, and 70% to Cruises Inc.'s Commissions it collected on the next \$150,000.01 of booked revenues above that for the calendar year.

For the purposes of this Schedule 3.1: (a) "**Outstanding Reservations**" means reservations that were booked by the Contractor before the effective date of termination for which Cruises Inc. has not yet paid the Contractor's Commission; and (b) "**Termination Conditions**" means the following conditions: (i) the Contractor did not default on any of its obligations under this Agreement in the six-month period before termination; and (ii) the Contractor did not default on any of its obligations under this Agreement at any time after termination until the payment of the final Contractor's Commission due after termination.

Upon the termination of this Agreement by either party, the Applicable Percentage for calculating Contractor's Commission on all Outstanding Reservations shall be determined as follows: (a) if the Terminations Conditions have not been satisfied, 40%; and (b) if the Termination Conditions have been satisfied, the Applicable Percentage as set forth in the table above (as last calculated at the regular semi-annual time last occurring before the termination).

The Contractor shall have a period of 60 days from the later of payment of a Contractor's Commission or the date it was due (whether due during or after the Term), to object to the calculation of it (including any amount that should have been included in it). Unless the Contractor submits its objection in writing within such period and states the basis for such objection, then it shall have no further right to object to such calculation.

SCHEDULE 8.1
The Continuation Fee

Beginning with the first full calendar month following the six-month anniversary of the Effective Date of this Agreement, the Contractor, must pay a monthly continuation fee to Cruises Inc. of \$39.00. Cruises Inc. may not increase this fee without at least 90 days prior notice. Cruises Inc. shall charge the continuation fee on or after the first of each calendar month throughout the Term. The Contractor shall create and maintain, at all times during the Term, a valid credit card account to be used exclusively for paying the continuation fee (the "**Designated Credit Card Account**"). The Contractor hereby authorizes Cruises Inc. to charge the continuation fee to the Designated Credit Card Account. The Contractor shall not use the Designated Credit Card Account for any purpose, other than those expressly recited in this Schedule 8.1. Upon executing this Agreement, the Contractor shall provide Cruises Inc. with the credit card account number for the Designated Credit Card Account and shall provide Cruises Inc. with all other information needed to complete Cruises Inc.'s standard credit card authorization form, and shall execute such form and deliver it so executed to Cruises Inc. The Contractor shall not terminate, or permit or suffer the expiration of, the Designated Credit Card Account without Cruises Inc.'s prior written consent. The Contractor shall not in any manner, directly or indirectly, interfere with or impede Cruises Inc.'s paying itself continuation fees through the Designated Credit Card Account (including by revoking Cruises Inc.'s authority to do so). Notwithstanding the foregoing, no continuation fee shall be due or payable before the Contractor has been a party to this Agreement with Cruises Inc. for more than six months.