

TRAVEL BROKERS ONLINE

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made this _____ day of _____, _____, by and between Travel Brokers Online, Inc. (hereinafter referred to as "TBO"), having its principle place of business at 1611 East Main Street, Russellville, Arkansas, 72801, and _____ as the Independent Contractor presently residing/located at _____.

FIRST: TERM OF AGREEMENT

TBO hereby makes available the business opportunity to the Independent Contractor to act as an independent salesperson for TBO and the Independent Contractor agrees to act in this capacity for a period stated here of twelve (12) months from the date above. Upon that date, or at the end of that time period, this contract shall be extended automatically for twelve (12) months. However, if either party to this agreement serves the other with notice in writing thirty (30) days prior to the above mentioned expiration, of their request to terminate the agreement and not to renew, then the agreement may be terminated.

SECOND: INDEPENDENT CONTRACTOR DUTIES

The Independent Contractor is hereby retained by TBO as a self-employed individual or entity to sell travel and travel services on behalf of TBO.

THIRD: INDEPENDENT CONTRACTOR COMPENSATION

Compensation for the services rendered by the above named Independent Contractor shall receive payment of commissions on sales as is stated following:

A. Computation of Compensation

The Independent Contractor shall be entitled to payment of commissions at 70% percent of the gross commissions including overrides realized by TBO for sales of travel and travel services by the Independent Contractor named in this agreement. It is understood that any and all expenses and costs of these sales shall be borne by the Independent Contractor unless agreed to in writing and signed by both parties to this agreement. Commissions are paid when received by the supplier or departure date, whichever is later

B. IATAN or CLIA Number Usage and Commissions

As is stated, an Independent Contractor is free to do business with any other travel supplier of services. If the Independent Contractor uses TBO's authorized International Association of Travel Agents Network number (IATAN) or Cruise Lines International Association number (CLIA) to sell travel, then the Travel Agent is due its share of the commission paid by the travel supplier or vendor as is set forth in Subparagraph A above.

C. Payment of Commissions Method

The above named Independent Contractor shall be paid twice monthly on the 15th and 30th of the following month. This payment will be for all commissions earned and received by TBO in the prior 15 days except that checks for commissions less than \$20.00 will be held until commissions exceed \$20.00. Commissions are earned upon the departure date of the traveler. TBO shall provide said Independent Contractor with a thorough accounting of all commissions earned and any and all expenses incurred and attributable to those specific sales during the previous month. TBO will enclose with that accounting a check payable to the Independent Contractor in the appropriate amount earned by the Independent Contractor less any above-mentioned expenses attributed to those sales.

FOURTH: THE EXAMINATION OF BOOKS AND RECORDS

The Independent Contractor has the right to either personally or by a professional accountant retained and compensated by the Independent Contractor, examine the books and accounts of TBO as they relate to the transactions affecting the Independent Contractor's compensation amounts. This must be mutually convenient to all parties of this agreement and may be done so at least once during each half of a calendar year.

FIFTH: HOURS

The above named Independent Contractor has the right to work any number of hours she/he wishes to do so. TBO shall have no fixed hours required of the Independent Contractor. The Independent Contractor shall not be required to attend any office meetings or staff-training sessions. The Independent Contractor has the right to work at their own schedule of hours.

SIXTH: BUSINESS SUPPLIES AND MATERIALS

The above named Independent Contractor must provide her/his own business supplies and materials for the purpose of doing business. The Independent Contractor shall be responsible for purchase of any and all promotional materials, such as business cards, letterhead, insurance and other materials needed to promote their business.

SEVENTH: PLACE OF BUSINESS AND WORK

The above named Independent Contractor may make any and all decisions in regards to where they perform their work and or sales activity. TBO may not require the Independent Contractor to perform any duties at the TBO's place of business.

**EIGHTH:
PROFIT POTENTIAL**

The Independent Contractor enjoys the opportunity and right to earn profit (profits) yielded by commissions that are earned pursuant to this agreement.

**NINTH:
THE RISK OF LOSS**

The Independent Contractor takes full responsibility of assumption of risk of loss in the event that her/his sales commissions do not cover their incurred expenses.

**TENTH:
HIRING OF ASSISTANTS BY THE INDEPENDENT CONTRACTOR**

The Independent Contractor has the right to hire or employ or constitute an agreement with other individuals for the purpose of accomplishing the goals she/he feels necessary for their business. The Independent Contractor incurs all expenses for said persons as will be outlined in their separate agreements.

**ELEVENTH:
NO VACATION OR OTHER BENEFITS**

The above named Independent Contractor is a self-employed individual and shall not receive or earn sick pay, vacation, or other such employee related benefits from TBO.

**TWELFTH:
CUSTOMER OWNERSHIP**

It is understood and agreed upon that all customers and or clients of the Independent Contractor are and shall be the sole property of the Independent Contractor. In the event that the Independent Contractor ceases to have an association with TBO then any or all customers of the Independent Contractor shall have the freedom to do business with the Independent Contractor or any such travel agency they should desire.

**THIRTEENTH
RESPONSIBILITY OF TAXES & FILINGS**

The above-mentioned Independent Contractor shall take the responsibility for complying with any and all local, state and federal laws as they pertain to the performance of this agreement. This shall require the Independent Contractor to obtain any or all necessary business licenses, state registrations and to pay any and all tax payments (federal, state, and local income taxes) as well as payments of any applicable fees or charges for social security, worker's compensation and FICA. TBO will assist those agents residing in States requiring Sellers of Travel licenses in obtaining exemptions whenever possible.

The TBO is not and shall not accept responsibility for payment or withholding of such items as they pertain to renderence by the Independent contractor. It is agreed upon that the Independent Contractor holds TBO harmless for any assessments against it because of any lack of payment or failure to pay the above-mentioned taxes and fees by the Independent Contractor.

FOURTEENTH TERMINATION OF AGREEMENT

TERMINATION EVENTS

This agreement is not to be terminable prior to its expiration at the will of either party to the agreement, but is terminable for the following reasons:

1. The death of the above named Independent Contractor or cessation of his travel business entity.
2. The continued inability or incapacity on the part of the Independent Contractor to the performance of her/his duties as outlined in this agreement.
3. The occurrence of certain circumstances that make it impracticable or impossible for the business of TBO to continue.
4. A failure of payment from the Independent Contractor to TBO which is owed to TBO by the Independent Contractor including payment of annual renewal fees within a thirty day period of billing such amount.
5. The Independent Contractor does not resolve any complaints from its clients within 30 days of notification from the TBO that a complaint exists.
6. If the Independent Contractor is terminated for any wrongful act related to the travel industry, the IC authorizes the information be disseminated to the travel industry verbally or in writing and consents to either communication.
7. If The Independent Contractor sends any monies to the supplier other than the client's credit card payment or if the Independent Contractor receives a commission directly from the supplier.

COMPENSATION-EFFECT OF TERMINATION ON COMPENSATION

In the event that this agreement shall terminate before the completion of the terms that are specified in this agreement, the Independent Contractor will be entitled to any and all compensation earned by her/him prior to the termination date as is provided for in this Agreement. This shall be computed at pro rata up to and inclusive of that date. The above named Independent Contractor shall not be entitled to any further compensation as of the date of the termination. Commissions are earned upon the completion of the customer's travel. All outstanding travel reservations at the time of termination shall be fully commissionable based on a written agreement prior to termination and all pending travel reservations will remain under CST until completed.

COMPENSATION COMMISSION - TIME LIMIT OF CLAIMS

Any and all claims by the Independent Contractor for compensation commission on any sales made by the Independent Contractor or others are waived by the Independent Contractor if they fail to request payment and make a claim for these within Thirty (30) days of this agreement's termination.

FIFTEENTH SOLUTIONS

Any claims made or controversies that arises out of or in relation to this Agreement will be settled by binding arbitration in the County of Pope in the State of Arkansas.

LEGAL ATTORNEYS FEES & RELATED COSTS

If it becomes necessary to interpret the terms of this Agreement or if any action at law is needed to enforce or again interpret the terms of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees, costs, and any other needed disbursements in addition to any other assistance to which she/he may be entitled. All actions shall be submitted for binding arbitration in the State of Arkansas.

SIXTEENTH PROVISIONS (GENERAL)

GOVERNING LAWS OF AGREEMENT

This Agreement is and shall be governed by and construed according to the laws of the State of Florida and The State of Arkansas. The State Courts in Pope County, Arkansas, shall have exclusive jurisdiction and venue over all controversies arising out of, or relating to this agreement.

ASSIGNABILITY

This Agreement is not assignable by the Independent Contractor without the written agreement and consent of Trade Brokers Online, Inc.

VALIDITY-PARTIAL

In the event that this Agreement is found by a court of competence and jurisdiction to be invalid, unenforceable, or void, then the remaining provisions shall continue in full force without being impaired or invalidated in any way.

INDEMNIFICATION

The Independent Contractor agrees that it will defend, indemnify and hold TBO harmless from all fines, suits, claims, demands, obligations or actions of any kind, including costs and reasonable attorneys' fees by anyone allegedly arising from or connected with the Independent Contractor's operation of its business.

CREDIT CARD CHARGES

The Independent Contractor shall be liable for any and all charges placed on the credit cards of their own business customers in the event that such charges are declined or for which charges are paid and subsequently charged back for whatever reason, including, but not limited to, the unauthorized or fraudulent use of a credit card. Notwithstanding any other provision of the Agreement, reimbursement will be made seven (7) days from Independent Contractor's notification to TBO of such declined charges or charge-backs. Independent Contractor shall be responsible for (1) keeping a client profile for each customer that uses "signature on file," and (2) keeping a signed document (which identifies by name each person who has permission to use the card and the billing address of the cardholder) on file that

authorizes Independent Contractor or a third party to charge their card without a signed UCC, or other valid credit card authorization format, for each transaction or unique travel occurrence.

NAME AND LOGO USAGE

The Travel Brokers Online mark (name) and its logo are federally registered trademarks. They may not be used without the express written permission of the company. Use of the names or logos without written permission, outside of mention in factual reviews or editorial context, is a violation of our trademark.

The Independent Contractor has no authority, under any circumstances, to commit TBO in writing. The Independent Contractor will make no representations to any clients or suppliers that imply the authority to bind TBO. TBO shall not be liable to the Independent Contractor, or any third party, for any of the Independent Contractor's actions. In the event of any dispute, litigation, or legal expenses stemming from any transaction entered into wrongly, the Independent Contractor shall be liable for all expenses connected with the dispute.

CONFIDENTIALITY

The Independent Contractor understands that any programs, ways of doing business, lists, passwords, agency codes belong to TBO and its industry affiliates and any release or unauthorized use of that information is prohibited. The confidential IATAN code that will be disclosed to the Independent Contractor is to be used only by the Independent Contractor and cannot be used after termination of contract. This number cannot be disclosed to any other person except vendors.

AGREEMENT CHANGE OR WAIVER

This Agreement shall not be amended, except after the date hereof by a writing signed by all parties to the Agreement, and no amendment, change, termination of waiver shall be binding unless it is in writing and is signed by the party or individual(s) against whom the amendment, change or termination of waiver is sought to be enforced.

This Agreement is executed in the County of Pope in the State of Arkansas, on the _____ day of the month _____ in the year _____.

Travel Brokers Online:

By: _____
(Name)

(Title)

Independent Contractor

By: _____
(Name)