

# **Luxury Travel Independent Contractor – CONTRACT AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Unik Travels, LLC. dba Vilu Travel Designers at 55 E. Monroe St. Suite 3800, in the city of Chicago, in the state of Illinois, 60603 (together with its successors, assigns and subsidiaries, if any, the “Company”), and \_\_\_\_\_ (“Independent Contractor”), each a “Party” and together referred to herein as the “Parties.”

**1. Term of Agreement.** This agreement shall be effective as of the Effective Date set forth above and shall remain in effect until terminated in accordance with Termination section below.

**2. Duties of Independent Contractor.** Independent Contractor agrees to perform this Agreement as a self-employed person to sell travel and travel services to members of the general public and/or business entities on behalf of the Company. Independent Contractor shall perform its obligations hereunder in a prompt and timely manner in accordance with the terms and conditions of this Agreement and in accordance with travel industry ethical standards and business customs, but independent of any supervision or control of Company. Independent Contractor shall do no act that is prejudicial or injurious to Company.

**3. Duties of Company.** Company hereby permits Independent Contractor to market, promote and sell travel and travel related services under the Company brand. Company shall compensate Independent Contractor for those Services in accordance with terms in Exhibit A.

**4. Independent Contractor Relationship.** Independent Contractor’s relationship with Company is that of an Independent Contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Company shall not require Independent Contractor to perform any duties at Company’s place of business, nor shall Company require Independent Contractor to work a stated number of hours or keep a specific schedule. Independent Contractor will not be entitled to any of the benefits which Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Independent Contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by a Company officer. Independent Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of commissions under this Agreement. Independent Contractor is solely responsible for, and must maintain, its own records of expenses incurred in the course of performing Services under this Agreement. As an independent business entity, Independent Contractor assumes the full risk of loss in the event that the Independent Contractor’s compensation from sales does not cover expenses incurred. No part of Independent Contractor’s commissions will be subject to withholding by Company for the payment of any social security, federal, state or

any other employee payroll taxes. Company will regularly report amounts paid to Independent Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

**5. Compliance with the Law.** Independent Contractor is solely responsible for compliance with all applicable federal, state and local laws, including, but not limited to, statutes, regulations, and/or ordinances governing or affecting licensing, registration, permitting, advertising, or other requirements for which businesses must comply. If the Independent Contractor operates, sells, or markets to clients or potential clients in a state that has a seller of travel law, the Independent Contractor agrees to abide by those applicable laws as currently written and/or amended. It is the responsibility of the Independent Contractor to check with the applicable government authority regarding these consumer protection laws.

**6. Expenses.** Independent Contractor is solely responsible for all expenses incurred by Independent Contractor in performing the Services. Company will not reimburse Independent Contractor for any out-of-pocket expenses incurred by Independent Contractor in performing the Services and shall have no liability to Independent Contractor or any third party for any such expenses including, but not limited to, office supplies, postage, business cards, letterhead, telephone and Internet access, bank charges, automobile mileage and parking costs.

**7. Sales Quotas; Minimums; Draws.** The Parties agree that Independent Contractor is not: (a) required to achieve any particular sales quota or revenue goals; (b) guaranteed to receive from company any minimum amount of compensation for rendering services hereunder; or (c) entitled to take a draw or receive an advance against Independent Contractor's anticipated earnings.

**8. Sole Compensation.** The amounts paid to Independent Contractor pursuant to Exhibit A shall be the sole compensation payable by Company for the services rendered under this Agreement. Contractor is not entitled to receive, and shall not assert any claim for, any additional monetary or non-monetary compensation not specifically provided for herein.

**9. Insurance.** During the term of this Agreement, the Company will provide to the Independent Contractor errors and omissions insurance with \$1 million that covers damages, claim expenses, and supplemental payments with deductible zero. The Company agrees to deliver certificates of insurance or other evidence of coverage to the Independent Contractor upon request.

**10. Liability to Third Parties.** Company shall not be liable to Independent Contractor for any expenses incurred by Independent Contractor, its employees, independent contractor(s), sub-agents, and/or other associates of Independent Contractor including but not limited to communication charges, bank debits for returned checks, hotel "no show" charges, delivery of clients' tickets, and any other expenses. Company shall not be liable to Independent Contractor or any third party for any of Independent Contractor's acts or omissions, or the acts or omissions of Independent Contractor's clients.

**10(a.) Indemnification by Independent Contractor.** Independent Contractor agrees to indemnify and hold Company, its directors, officers, employees and agents (collectively, the “Agency Indemnified Parties”) harmless from any claim of liability (irrespective of whether such claim is based on tort, contract, statute or otherwise) made by any party arising out of any transaction initiated by Independent Contractor, made on behalf of a client of Independent Contractor, or any other act or omission of Independent Contractor, unless attributable to Company’s negligence or willful misconduct including against and in respect of the following matters set forth in this Section 10(a). The foregoing indemnification obligation shall survive termination this Agreement.

- (i) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies arising from the assertion against Agency Indemnified Parties or its respective successors and assigns, or any claim for the payment or performance of any and all obligations or liabilities of Independent Contractor, its employees, independent contractor(s), sub-agents, and/or other associates of Independent Contractor of each and every nature whatsoever.
- (ii) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies resulting, directly or indirectly, from any misrepresentation or omission, breach of warranty or non-fulfillment of any covenant, condition or agreement of Independent Contractor contained in this Agreement or in any certificate, instrument, agreement, guarantee or other document furnished or to be furnished to Company hereunder or in connection with the transactions contemplated hereby.
- (iii) Any and all actions, suits, proceedings, demands, assessments and judgments relating, directly or indirectly, to the foregoing, and any and all costs and expenses reasonably incurred (including, by way of example and not limitation, all legal and accounting fees and court costs) incidental, directly or indirectly, to the foregoing.

**10(b.) Indemnification by Company.** Promptly upon demand, Company shall defend, indemnify and hold harmless Independent Contractor against and in respect of the following matters set forth in this Section 10(b):

- (i) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies arising from the assertion against Independent Contractor for any claim for the payment or performance of any and all obligations or liabilities of Company.
- (ii) Any and all costs or expenses, losses, damages, claims or deficiencies resulting, directly or indirectly, from any misrepresentation or omission, breach of warranty or non-fulfillment of any covenant, condition or agreement of Company contained in this Agreement or in any certificate, instrument, agreement, guarantee or other document furnished or to be furnished to Independent Contractor hereunder or in connection with the transactions contemplated hereby.
- (iii) Any and all actions, suits, proceedings, demands, assessments and judgments relating, directly or indirectly, to the foregoing, and any and all costs and expenses reasonably incurred (including, by way of example and not limitation, all legal and accounting fees and court costs) incidental, directly or indirectly, to the foregoing.

**11. Liability.** The Independent Contractor is responsible for the validity and accuracy of all bookings and payments by clients of the Independent Contractor. The Independent Contractor shall be responsible for any errors made directly by the Independent Contractor during the course of selling travel. This includes misquoting a client or any misrepresentation made to the client about the travel services, which he/she is purchasing. The Independent Contractor will also be financially responsible for problems arising with reservations as a direct result of the Independent Contractor's negligence and /or inability to make timely payments. The Independent Contractor shall remit to the Company, upon demand, the full amount of any: unresolved credit card charge backs, dishonored checks or bank drafts, debit memos, or any other dishonored forms of payment resulting from bookings made and payments processed for clients of the Independent Contractor. If the Company incurs any loss of profit as a result of the Independent Contractor's errors and negligence, the Company will withhold commissions due to the Independent Contractor until the Travel Agency's profits are restored. If commissions are not due the Independent Contractor, the Company will expect direct payment from the Independent Contractor. Likewise, if a problem or loss occurs as a direct result of the Company error or negligence, the Company will be fully and financially responsible to both the Independent Contractor and the client.

**12. Fees.** Independent Contractor shall be responsible for the fees described in Exhibit B. Company reserves the right to change this fee within fifteen (15) days notice to Independent Contractor. Company reserves the right to charge additional fees for services provided to Independent Contractor, as may become necessary, with fifteen (15) days notice to Independent Contractor.

**13. No Entitlement to Vacation or Other Benefits.** As a self-employed individual, the Independent Contractor shall not receive or earn any vacation or sick pay from the Company and is not covered under the Company insurance plan.

**14. Risk of Loss/Profit Potential.** The Independent Contractor assumes the risk of incurring a loss if his/her share of sales commissions do not cover the Independent Contractor's expenses. Similarly, the Independent Contractor enjoys the right to earn profit yielded by the commissions shared pursuant to this Agreement.

**15. Taxes.** Independent Contractor shall be responsible for filing of Federal, State and Local Estimated tax payments on commissions received from the Company and for other assessments. The Independent Contractor agrees to be fully responsible for complying with all federal, state and local laws in connection with performance of this Agreement, including, but not limited to, payment of applicable charges for social security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel.

**16. Ability to Hire Assistants.** The Independent Contractor retains the right to employ whatever assistants or bring in whatever partners he/she may require at the Independent Contractor's expense in order to accomplish the goal of travel sales contemplated by this Agreement.

**17. Place of Work.** The Independent Contractor may choose where the work is to be performed, is not required to work on the premises of the Company, and is not required to answer the phones, or perform any other duties at the Company's offices.

**18. Hours.** The Independent Contractor may work whatever hours he/she wishes. No fixed hours are required by the Company. The Independent Contractor shall not be required to attend office meetings or office training sessions.

**19. Obligations of Independent Contractor.** The Independent Contractor will not, at any time, either himself/herself or through others, solicit or divert, or attempt to solicit or divert, clients, customers, sales or business from the Company to, or for, any other travel agency, or other entity or individual either during the term of this Agreement or following termination, for a period of 2 years. The Independent Contractor will not, at any time, either himself/herself, or through, or with the aid of an assistant of others, take, misappropriate, or misuse any client list, name, file, book, record or account or other confidential customer data used at or in the Company business. These items are and shall remain the property of the Company.

**20. Gifts.** Gifts can be given to clients for their business and continued loyalty. They can be given as a 'sent off' for tours and cruises i.e. wine, photo albums etc. The Company will match Independent Contractor gift cost up to \$50 per main client per year. A copy of a receipt is required for the Company contribution. A welcome back card and/or a follow-up call are advised to maintain open communication lines and continued loyalty. These cards are available from the Company. All these gifts need to be on behalf of the Independent Contractor and the Company as well.

**21. Use of IATA, ARC, CLIA, TRUE, SOT and other accreditations.** Independent Contractor is permitted to use Company's accreditations only when authorized explicitly via a written memo. Otherwise it is forbidden to use them. When the explicitly authorization is given to the Independent Contractor, the Independent Contractor is responsible for complying with all rules, regulations and guidelines set forth by the issuing agency. Independent Contractor's use of these numbers is strictly limited to the purposes of this Agreement and the written memo, and any other use during the term of this Agreement or thereafter is prohibited.

**22. Offset to Compensation.** Company shall have the right to deduct from Independent Contractor's compensation the amount of any debit memo, commission recall, customer refund, or similar post-sale adjustment made in conjunction with a commissionable sale completed by Independent Contractor under this Agreement as well as postage costs for mailing travel documents and other expenses incurred. This extends to unauthorized price concessions, unauthorized discounts, non-refundable tickets issued but not used, hotel "no shows", and any "agent error," credit card chargebacks for any reason, including but not limited to unauthorized charges or fraud (each such item a "chargeback"), regardless of when the chargeback is incurred by Company, related to a sale generated by Independent Contractor, employee(s), independent contractor(s), sub agent(s), and/or other associates of Independent Contractor.

Independent Contractor accepts liability for all legal and financial obligations for the dispute, resolution, and/or payment of debit memos and chargebacks generated by travel bookings of Independent Contractor, an employee, independent contractor, sub agent, and/or other associate of Independent Contractor. In the event that an offset is warranted and the deduction cannot be made because the adjustment exceeds the amount of Independent Contractor's compensation, Independent Contractor shall pay the amount of the deficit within 30 days of receipt of written demand for same from Company. Alternatively, at Company's option, the shortfall may be carried over and deducted from future compensation expected to be earned by Independent Contractor. Moreover, amounts owed by Company to Independent Contractor must exceed amounts owed by Independent Contractor to Company for a payment to become due. Company's right to recover the amount of any adjustment from Independent Contractor shall survive the termination of this Agreement. In the event net commissions and fees earned by Independent Contractor for a monthly period are insufficient to compensate Company, Independent Contractor agrees to pay Company said amount immediately upon demand either by cash, check with sufficient funds, or if insufficient, hereby expressly grants Company the right to charge Independent Contractor's credit card on file with Company for such amount and provided for such purposes. Independent Contractor agrees a valid credit card shall be maintained on file with Company for a period of one (1) year following the termination of this Agreement, and hereby authorizes Company to charge against such credit card the amount of any chargebacks that are not reimbursed by Independent Contractor pursuant to this Agreement.

**23. Booking Reservations.** It is understood and agreed that Independent Contractor will not be able book travel reservations for his or her clients, including but not limited to reservations for airlines, cruise lines, hotels, auto rentals, and tour operators.

**24. Acceptance of Payment.** Independent Contractor is not entitled to charge clients a service fee for the Independent Contractor's services. Unless the Company directs otherwise by written instruction, Independent Contractor must direct clients to make all payments and deposits directly to the Company or to the travel vendor except that Independent Contractor may facilitate payment by calling in the client's credit card to the Company or to the vendor directly or inputting the credit card through the Company or the vendor's website or through any other means provided by the Company or the travel vendor. It is Independent Contractor's responsibility to obtain credit card authorizations from client and to comply with Payment Card Industry ("PCI") data security standards. Independent Contractor shall not accept any payments made directly by client to Independent Contractor, including but not limited to credit card payments, cash payments or checks for any bookings. All checks, money orders, or cashier's checks must be made payable to the travel vendor or the Company.

**25. Travel Benefits.** Independent Contractor shall be entitled access to FAM Trip rates and/or Travel Agent rates so the Independent Contractor, his/her wife/husband, and own children may travel with those rates.

To have this access, the Independent Contractor agrees that he needs to sell at least 5 trips every two years. Once the 5 trips are completed, he will be granted access. After two years, the Independent Contractor will need to sell at least 5 trips to regain access to FAM Trip rates

and/or Travel Agent rates so the Independent Contractor, his/her wife/husband, and own children may travel with those rates.

The cost of the trip is at own expense of the Independent Contractor and his/her family.

Once the Independent Contractor gain access to those rates, the Independent Contractor will receive an agent ID card from CLIA, IATA or any other such entity to which Company is affiliated, once Independent Contractor has demonstrated compliance with such entities' requirements, contingent upon Company approval.

The Independent Contractor can't use the agent ID and/or FAM Trip rates and/or Travel Agent rates without explicitly permission from the Company even if the access to this benefit has been granted by the Company.

If the Independent Contractor fails to notify the company of the use of the agent ID and/or FAM Trip rates and/or Travel Agent rates he will lose his access to this benefit immediately. He can regain access to this benefit two (2) years after the notification of the loss of the benefit.

**26. Clients.** Independent Contractor retains the right to service clients of Independent Contractor during and after the Term and there shall be no restriction on Independent Contractor's right to engage in business with such clients or book reservations with a competing agency after the Term. Upon termination of this Agreement, Independent Contractor may request their client data to be exported and provided to them within 30 days of termination. At the request of Independent Contractor, the Company shall delete the Independent Contractor's client list from the Company's marketing database after completion of any travel booked during the Term and Company shall not directly solicit any such clients; provided, however, any clients introduced to Independent Contractor through leads generated by the Company shall not be included in this restriction. Company reserves the right to retain responsibility for servicing reservations booked during the Term but not yet travelled at the time of Termination.

**27. Advising Consumers of Affiliation.** Independent Contractor agrees to advise consumers of the independent and separate business entity status of Independent Contractor's travel business by virtue of noting Independent Contractor's separate business name, by stating "Luxury Travel IC of Vilu Travel Designers" or "Luxury Travel Independent Contractor of Vilu Travel Designers" on business cards, invoices, and letterhead, when conducting business associated with Company.

**28. Non-Solicitation.** During the term of this Agreement and for two years following its termination, Independent Contractor will not, directly or indirectly, induce, attempt to induce, or aid others in inducing any person employed or engaged by Company to terminate their employment or contractual relationship with Company in order to render services to Independent Contractor or any third party. The Parties mutually acknowledge that such interference with employment or contractual relationships will cause direct severe and irreparable financial loss and hardship to Company.

**29. Confidentiality.** The Parties acknowledge that Company may disclose to Independent Contractor certain information of a confidential or proprietary nature (the “Confidential Information”) as needed in order for Independent Contractor to perform the duties contemplated under this Agreement. Confidential Information includes but is not limited to Company’s business or marketing plans or strategies, operating procedures, trade secrets, customer and supplier information, client lists, sales leads, sales projections, pricing or profit information, credit card information, its IATA, ARC, CLIA, TRUE numbers, and any other information designated as such by Company at the time of disclosure and any information, in any form, that is a trade secret within the meaning of N.C. Gen. Stat. §§ 66-152 - 66-157. Independent Contractor further acknowledges that unauthorized disclosure to a third party or other misuse of the Confidential Information would cause severe and irreparable harm to Company. Accordingly, except to the extent necessary to the performance of this Agreement, Independent Contractor will not use or disclose, either during or after the term of this Agreement, any Confidential Information without Company’s prior written consent. Independent Contractor agrees not to divert current or future customers, sales, or business away and/or from Company to any independent contractor, travel agency, or any other business engaged in the sale of travel services, while still engaged in a business relationship with Company, and after the termination of this Agreement. It is understood by the parties that Company agrees that it will not, at any time either individually or through or with the aid or assistance of others, solicit, copy, take, misappropriate, divulge or misuse any of the property of Independent Contractor such as client lists, client bookings, passenger name records, notebooks, name files, data, books, records or accounts, or other confidential information used by the Independent Contractor for new clients of Independent Contractor, developed by Independent Contractor, and not from the relationship of Independent Contractor as a former employee of Company. This prohibition includes all forms of computer data. This data is recognized by the Company as the confidential property of Independent Contractor if said confidential information did not originate with Company, or a Company acquisition. Company agrees not to divert Independent Contractor’s customers, sales, or business away from Independent Contractor to any other independent contractor, travel agency, or any other business engaged in the sale of travel services, while still engaged in a business relationship with Independent Contractor.

**30. Specific Performance.** Independent Contractor acknowledges that the restrictions contained in Sections 29 and 30 are reasonably necessary to protect the legitimate business interests of Company and that any violation of such restrictions will result in irreparable injury to Company for which damages will not be an adequate remedy. Independent Contractor therefore acknowledges that if he violates any such restrictions, Company shall be entitled to preliminary and permanent injunctive relief as well as to an equitable accounting of earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other remedies to which Company may be entitled.

**31. License to Use Company Marks.** During the term of this Agreement, Company grants to Independent Contractor a limited, non-exclusive, royalty-free license to use Company’s trade name and any Company logo (together, the “Company Marks”) on Contractor’s business cards, website, and letterhead. If Contractor elects to make such use of the Company Marks, Contractor must prominently and conspicuously display the words “Luxury Travel IC of Vilu Travel Designers” or “Luxury Travel Independent Contractor of Vilu Travel



Designers” or substantially equivalent language to avoid creating the false impression that Independent Contractor is a Company employee. All use of the Company Marks is subject to Company’s sole but reasonable prior approval, and any unauthorized use by Contractor is prohibited. Independent Contractor acknowledges that Company is the sole owner of the Company Marks and warrants that Independent Contractor will not assert any challenge to such ownership. This warranty shall survive termination of this Agreement.

**32. Right to Contract with Third Parties.** Independent Contractor is not permitted to grant anyone access to Company by any method, unless Company is notified by written request, and such access will be permitted subject to the sole discretion of Company. Independent Contractor agrees to immediately provide Company with any and all contracts with its employee(s), independent contractor(s), sub-agent(s) and/or other associates of Independent Contractor, who sell travel through access to Company. Company may from time to time request additional documentation related to Independent Contractor’s business operations, which Independent Contractor agrees to provide immediately upon request. Company retains the right to contract for similar services with other independent contractors. Independent Contractor similarly retains the right to enter into contracts with other travel agencies to process travel arrangements for Independent Contractor's clients.

**32. Security Rules.** Independent Contractor agrees to comply with the ARC Security rules as set forth in Section 80, Attachment B of the Agent Reporting Agreement related to security of all tickets and travel documents, as well as rules set forth for ticketing and travel transactions. This includes compliance with the ARC Industry Agents' Handbook including Section 6 that speaks to credit card payments and charge-back practices. ARC Security Rules can be found online: <https://www2.arccorp.com/globalassets/iah/iah.pdf>

**33. Agreements with Others.** Independent Contractor represents that he is not subject to any legal or contractual duty or agreement that would prevent or prohibit Independent Contractor from performing the Services for Company or complying with this Agreement.

**34. Assignability.** This Agreement shall be freely assignable by Company and shall inure to the benefit of, and shall be binding upon, any other person or entity which shall succeed to the business presently being operated by Company. Because this contract is a contract for personal service, Independent Contractor shall not assign this Agreement or any rights hereunder.

**35. Amendments and Waivers.** No amendment of this Agreement or any waiver of any of its provisions shall be effective unless expressly stated in a writing signed by both parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement shall impair such right, power or remedy or be construed as a waiver of any breach. Any waiver of a breach of this Agreement or any failure to claim a breach of this Agreement shall not be treated as a waiver of any subsequent breach.

**36. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

**37. Consent to Jurisdiction and Venue.** Independent Contractor agrees that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Illinois. Independent Contractor consents to personal jurisdiction of the state and/or federal courts located in Illinois. Independent Contractor waives (i) any objections to jurisdiction or improper venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

**38. Construction of Terms.** Any reference herein to the masculine shall include the feminine or neuter, and any reference herein to the singular or plural may be construed as plural or singular wherever the context requires. The headings of the sections of this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes.

**39. Severability.** Each provision of this Agreement shall be considered severable, and if any provision of this Agreement shall be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement shall not be affected thereby but shall continue in effect.

**40. Commissions. Terms of Payment.** During the Term, Company shall pay Independent Contractor commissions as described in Exhibit A (“Commissions”) with payment terms as described also in Exhibit A. Upon termination of this Agreement pursuant to Section 41, Commissions will be paid only on reservations serviced by Independent Contractor through travel date.

**41. Termination.** This Agreement may be terminated in any of the following ways:

(a) This Agreement shall terminate upon the death of Independent Contractor.

(b) Company may terminate this Agreement immediately upon notice to Independent Contractor if:

(i) Independent Contractor commits an act of material dishonesty in connection with his engagement;

(ii) Independent Contractor is convicted of a crime involving moral turpitude;

(iii) Independent Contractor fails to perform the Services to the satisfaction of the Company; or

(iv) Independent Contractor breaches any obligation under this Agreement.

(c) In the event either party materially breaches this Agreement, the non-breaching party may terminate this Agreement immediately upon notice to the breaching party.

(d) Either party may terminate this Agreement upon sixty (60) days advance written notice to the other party for any or no reason after a year of the date this agreement was signed.

**42. Effect of Termination.** Termination of this Agreement shall not relieve either party from any liability it may have for breach of this Agreement. The provisions of Sections 29 and 30 hereof shall survive any termination of this Agreement. Upon termination, Independent Contractor agrees not to transfer or attempt to transfer pending or booked reservations with

the Company to another agency or cancel or attempt to cancel any such reservations or induce, encourage or solicit any client to rebook with another agency any reservation pending or booked with the Company. Upon termination of the Agreement for any reason, Independent Contractor shall be entitled to receive all compensation earned but not yet paid as of the effective date of the termination provided such commissions exceed offset amounts due to Company by Independent Contractor. Independent Contractor's logins to Company's Membership Portal and all other such services will become inactive, and client data will become unavailable to Independent Contractor however Independent Contractor may request client data as set forth in Section 26. In such case, Independent Contractor shall immediately cease any and all use of Company's intellectual property pursuant to any license granted under this agreement. Commissions paid subsequent to termination date will be paid with a fifty percent (50%) discount if claimed within sixty (60) days of the payment due date. If not claimed by the sixty (60) day limit, they will be paid with a seventy five percent (75%) discount.

If at the time this Agreement is terminated Independent Contractor is obligated to pay or reimburse any amounts to Company, Company shall have the right to withhold or offset against an equivalent amount of commissions, fees or other income that is due to be paid to Independent Contractor, or charge against the credit card provided by the Independent Contractor for such debt. Notwithstanding the foregoing, this Agreement shall be subject to termination by either party at the exclusive and absolute discretion of each party with thirty (30) days advance notice to the other party, provided all amounts due pursuant to this Agreement are paid in full. Under no circumstances shall Independent Contractor be entitled to receive any compensation for services rendered following the effective date of termination.

**43. Partial Validity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

**44. Notices.** Any notice given by either party hereunder shall be in writing and shall be delivered by mail, certified or registered mail, postage prepaid, as follows:

To Company:

UNIK TRAVELS LLC dba Vilu Travel Designers, 55 E. Monroe Street, Suite  
3800, Chicago, Illinois, 60603

To Independent Contractor:

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Entire Agreement.** This Agreement contains the entire agreement between Company and Independent Contractor with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof. It is not to be amended after the date hereof except by an instrument in writing signed by the parties. No amendment, modification, termination or waiver shall be binding unless in writing and signed by the part against whom the amendment, modification termination or waiver is sought to be enforced. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, not shall any waiver constitute a continuing waiver.

**PLEASE NOTE: BY SIGNING THIS INDEPENDENT CONTRACTOR AGREEMENT, INDEPENDENT CONTRACTOR IS HEREBY CERTIFYING THAT INDEPENDENT CONTRACTOR (A) RECEIVED A COPY OF THIS AGREEMENT FOR REVIEW AND STUDY BEFORE EXECUTING IT; (B) READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT; (C) HAD SUFFICIENT OPPORTUNITY TO CONFER WITH COUNSEL OF INDEPENDENT CONTRACTOR'S CHOICE; (D) HAD SUFFICIENT OPPORTUNITY BEFORE SIGNING THE AGREEMENT TO ASK ANY QUESTIONS INDEPENDENT CONTRACTOR HAD ABOUT THE AGREEMENT AND RECEIVED SATISFACTORY ANSWERS TO ALL SUCH QUESTIONS; AND (E) UNDERSTANDS INDEPENDENT CONTRACTOR'S RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have signed this Independent Contractor Agreement the day and year first above written.

ATTEST:

**UNIK TRAVELS, LLC. dba Vilu Travels Designers**



By: \_\_\_\_\_  
Juan Ezquerro, General Manager & Travel Advisor

**INDEPENDENT CONTRACTOR**

Individual Name (if signing as individual):

Signed by: (Name & title)

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

## **Exhibit A. Commissions**

Company shall pay the Independent Contractor a commission that is a percentage of the total trip cost excluding flights depending on the destination of the trip and the accumulated sales volume during a calendar year per Independent Contractor. The commission payment is “Net”. “Net” means the commission percentage earned by the Independent Contractor net of any chargebacks, discounts or reductions imposed by the travel vendor or the Company and compensation offsets as set forth in Section 22.

The accumulated sales volume count restarts every calendar year.

The sale volume of a single trip starts counting into the accumulated total sales volume count once the trip has finished. If the trip is cancelled, it will not count and if is postponed it will start counting from the moment the trip ends.

The Independent Contractor will earn the percentage of commission according to the commission percentage that the Independent Contractor has at the moment the trip starts depending on the accumulated sales volume during the calendar year and the destination of the trip.

In trips to Mexico, USA, Canada, Caribbean and Cruises the Independent Contractor will earn:

- (a) 3% commission of the total trip excluding flights,
- (b) 4% commission of the total trip excluding flights from the point you achieve the goal till the end of the calendar year or till you reach the next goal. This commission percentage will be triggered once the Independent Contractor achieves an accumulated total sales volume during the calendar year of \$50,000 USD to the destinations mentioned in this paragraph.
- (c) 5% commission of the total trip excluding flights till the end of the calendar year. This commission percentage will be triggered once the Independent Contractor achieves an accumulated total sales volume during the calendar year of \$100,000 USD to the destinations mentioned in this paragraph.
- (d) If the accumulated total sales volume count for the destinations mentioned above is more than \$150,000 USD during the calendar year excluding flights, the Independent Contractor will automatically start next year earning a 5% commission and will earn this percentage during all the calendar year. In order to keep this percentage for the following year, the Independent Contractor needs to sell in that year more than \$150,000 USD or the commission percentage will return to 3% for the next year.

If the cruise vacations the Independent Contractor sells include pre or post cruise excursions or packages or cruise tours or excursions during the cruise, this sales volume goes toward the Cruises sales volume count independently of where the cruise, package, excursions, and tours takes place around the world.

In trips to the rest of the world (Not Mexico, USA, Canada, Caribbean and Cruises) the Independent Contractor will earn:

- (a) 5% commission of the total trip excluding flights,

(b) 6% commission of the total trip excluding flights from the point you achieve the goal till the end of the calendar year or till you reach the next goal. This commission percentage will be triggered once the Independent Contractor achieves an accumulated total sales volume during the calendar year of \$100,000 USD to the destinations mentioned in this paragraph.

(c) 7% commission of the total trip excluding flights till the end of the calendar year. This commission percentage will be triggered once the Independent Contractor achieves an accumulated total sales volume during the calendar year of \$200,000 USD to the destinations mentioned in this paragraph.

(d) If the accumulated total sales volume count for the destinations mentioned above is more than \$250,000 USD during the calendar year excluding flights, the Independent Contractor will automatically start next year earning a 7% commission and will earn this percentage during all the calendar year. In order to keep this percentage for the following year, the Independent Contractor needs to sell in that year more than \$250,000 USD or the commission percentage will return to 3% for the next year.

The commission for each trip sold by the Independent Contractor is going to be paid 5 days (or closest banking day if such date occurs on a non-banking holiday) before the each sold trip starts via Wire Transfer the bank account of the Independent Contractor. In order to receive the payment, the Independent Contractor needs to send an invoice for each trip commission earned to the Company.

## **Exhibit B. Fees**

**One Time Initial Fee** – The Independent Contractor has to pay a \$75 USD fee before the contract is signed by both Parties via Credit Card.

**Monthly Fee** – The Independent Contractor has to pay a \$25 USD monthly fee via credit card. The credit card will be charged automatically every 30 days. The first payment will start after the Independent Contractor has completed the introductory e-learning courses.