

Independent Travel Agent Agreement America's Travel Companies, Inc.

1. **Non-exclusive Appointment**
 - a. ITA hereby accepts such appointment and agrees to use his or her best efforts to market and sell ATC's services.
 - b. ITA acknowledges that ATC may from time to time appoint other ITAs.
2. **Term and Termination** — This Agreement shall commence with the date hereof and continue until terminated by either party or a result of a material breach of contract. It is understood that either party may terminate this affiliation upon thirty (30) days written notice to the other party. Provided, however, that any unpaid but accrued commissions will be paid in the time and manner set forth in the Compensation Plan.
3. **Preferred Benefits Program (PBP)** — PBP participation is mandatory for active agent status. The program provides access to booking engines and tools required in the business. Includes annual renewal, agent specials, and many additional benefits. Agents requesting withdrawal from PBP participation must submit a written request by mail together with their ATC agent identification card. The agent will be placed on "inactive status" and monthly PBP charges will be terminated. Agent may re-apply for active status by bringing their PBP current or after a six month waiting period by submitting new ITA and PBP agreements
4. **Compensation** — See *Marketing and Compensation Plan*, which is incorporated herein by reference.
5. **ITA's Legal Status** — It is specifically understood and agreed that the agency created hereunder is limited solely and exclusively to the provisions of training and support and the subsequent commissionable sale of ATC's travel products by ITA, and ITA is, for all other purposes, deemed to be an independent contractor. ITA shall have no authority beyond that specifically set forth herein and any responsibility by ATC for any actions of ITA beyond the scope of authority herein is expressly denied. ITA hereby agrees to indemnify and hold ATC harmless from and against any and all claims, losses, expenses or demands of any type whatsoever, including reasonable attorney fees and court costs, resulting from any act or action by ITA beyond the scope of authority granted herein.
6. **Non-Competition** — ITA hereby covenants and agrees that during the term of this Agreement he/she will not directly compete with ATC's business, or that of its subsidiaries, affiliates or divisions. For the purpose of this Agreement, the term "compete" shall include the ITA's participation in the same business as that conducted by ATC, either individually or as an officer, director, partner, joint venture or other business entity. In the event of litigation to enforce this covenant, the courts are hereby specifically authorized to reform this covenant, but only to such extent as is necessary to give full force and effect hereto to the maximum degree permitted by law
7. **Successors and Assigns** — This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective, heirs, executors, administrators, successors, and assigns, but nothing contained herein shall be construed as an authorization or right of ITA to assign any rights or obligations hereunder. In the event of ITA's death, any form of compensation or reimbursement accrued as of the date of death shall be paid directly to ITA's estate, unless ATC is otherwise directed by written instructions from ITA's estate or a court of competent jurisdiction.
8. **Proprietary Rights** — ATC claims full and exclusive proprietary rights to all programs and materials, as well as ancillary vacation, travel or other type of package, product or service offered by ATC, including proprietary rights to the names of such packages, products or services and client lists, whether or not such names have been registered as trademarks. Any use of the packages or any such proprietary rights, without ATC's express written permission, or use contrary to the terms of this Agreement, shall be deemed a material breach of this Agreement, giving rise to damages.
9. **Severability** — In the event that any provision, or portion thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby
10. **Governing Law**—This Agreement shall be construed under the laws of the State of Nevada and both parties hereby consent to the jurisdiction of Nevada.
11. **Entire Agreement** —This Agreement contains the entire understanding between the parties concerning the subject matter herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.
12. **Attorney Fees** — In the event of any legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party all court costs and attorney fees.
13. **Identification Card** — ITA will receive an ATC Independent Travel Agent Identification Card showing ATC's ARC affiliation.
14. **IATAN Qualification** — A qualifying ITA will be placed on the IATAN list. IATAN dictates its membership terms and conditions, which may vary from year to year. However, IATAN currently requires that the ITA generate commissions which equal a minimum of 960 hours times the currently prevailing minimum wage. In January 2003, the amount of annual commissions necessary to meet this requirement was \$5,000. The qualifying commissions may be earned in one month or twelve months, but not more.
15. **Travel Benefits** — Travel benefits are a learning privilege offered by various travel industry providers and are not a right offered or given by ATC.
16. **Eligibility for Appointment** — ITA represents that he/she possesses the requisite training, education and knowledge to serve as an Independent Travel Agent. Furthermore, in order to enhance ATC's image, it is company policy that only properly trained persons serve as ITAs. In this regard, ATC will require ITA to assure ATC that he/she has reviewed and understands the ATC training manual. ATC will provide continuing training for all current ITAs. ATC will make available to ITA sales training and aids, marketing information, periodic newsletters, ticket ordering facilities and commission reports.
17. **Confidential Client List** — ITA lists are the confidential and proprietary property of ATC. ITA acknowledges that ATC has expended considerable time and expense in compiling, deriving and maintaining such ITA lists and that such lists constitute commercially advantageous proprietary assets and trade secrets of ATC.
18. **Independence of Travel Agent** — ITA acknowledges that he/she will be an Independent Travel Agent, operating his or her own business and that his or her right to earn commissions or income from the business will depend on his or her ability to sell travel. ITA acknowledges that ATC has not made any representations to the contrary.
19. **Sponsorship** — ITA understands that he/she is responsible for training and supporting any ITA which he/she sponsors under the ATC Program.