Independent Contractor Agreement

This agreement for performance of services ("Agreement") is made on _____[date] (the "Effective Date"), between City to Sea Travel Co. LLC, a Florida S Corporation, ("Company"), with a principal place of business at 2605 Alexander Pl, #8308, Clearwater, FL 33763, and _____ ("Contractor"), an independent contractor, with a principal place of business at _____ _____[address]. Company and Contractor are sometimes collectively referred to herein as the "Parties" and individually as "Party".

Article 1. Services to be Performed by Contractor

Specific Services

1.1. Contractor, acting independently and not as an employee of Company, agrees to sell travel services to members of the general public and/or business entities. Contractor shall perform their obligations hereunder in accordance with travel industry ethical standards and business customs as defined in the Florida Seller of Travel law (the "Services").

1.2. Contractor warrants that [he/she/it] is qualified to perform the Services and that the Services will be performed in a professional, timely and workmanlike manner without the advice or direction of Company. Failure to perform all the

Services required under this Agreement constitutes a material breach of this Agreement.

1.3. 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 (including any state seller of travel laws), permitting, advertising, or other requirements for which businesses must comply.

Method of Performing Services

1.4. Contractor will determine the method, details, and means of performing the Services in subsection 1.1. Contractor may perform the Services under this Agreement at any suitable time and location Contractor chooses. Contractor will use Contractor's own resources, such as supplies, equipment, tools, and materials to complete the Services, unless necessity requires the use of Company's resources and premises as those requirements are defined in this Agreement.

1.5. Contractor shall devote such working time and attention to the performance of the Services as required to satisfy all duties and responsibilities of Contractor in finishing the Services rendering.

1.6. Contractor shall perform Contractor’s obligations hereunder in compliance with the terms of this Agreement and all applicable laws and regulations.

1.7. If necessity requires Contractor to perform any services on Company's property or requires Contractor to interact with any of Company's employees, customers, vendors, affiliates or members of the public, Contractor shall comply with all of Company's policies and regulations.

Article 2. Term of Agreement

2.1. This Agreement will become effective on the Effective Date and will continue in effect for a period of one (1) year or until the Services committed to by the Contractor during the one (1) year as provided for in this Agreement have been performed to Company’s reasonable satisfaction, unless terminated earlier as provided in this Agreement.

Article 3. Compensation and Expenses

3.1. In full consideration for the Services described in this Agreement to be performed by Contractor, Company agrees to pay Contractor according to the Schedule of Compensation which is attached hereto as Exhibit B and which is incorporated by reference as if fully set forth herein. 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.

3.2. Payments will be made in the following manner: Commission payments will be paid every Friday by direct deposit, contingent upon commissions due.

3.3. In the event that, as a result of Contractor's actions or omissions, a debit memo, commission recall, customer refund, credit card chargeback, or similar post-sale adjustment is made in connection with a commissionable sale completed by Contractor under this Agreement, Company shall have the right to deduct the amount of such adjustment from Contractor's compensation and shall do so in accordance with Florida law. In the event that the deduction cannot be made because the adjustment exceeds the amount of Contractor's compensation, Contractor shall pay the amount of the deficit within fifteen (15) 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 Contractor. Company's right to recover any of the amount of any adjustment from Contractor shall survive the termination of this Agreement.

3.4. The Parties agree that Contractor is not:

- Required to achieve any particular sales quota or revenue goal;

- Guaranteed to receive from Company any minimum amount of compensation for rendering services hereunder, or

- Entitled to take a draw or receive an advance against Contractor's anticipated earnings.

3.5. Contractor will be responsible for all expenses incurred in performing the Services under this Agreement. Compensation paid to Contractor is in full consideration of any Services performed and any expenses incurred while performing said Services. Contractor assumes the full risk of loss in the event that Contractor's compensation does not cover expenses incurred.

3.6. Contractor will be responsible for paying expenses to Company as stipulated on Exhibit C. Company reserves the right to change the amounts owed as expenses with thirty (30) days notice to Contractor.

Article 4. Key Provisions

Contractor is Independent Contractor

4.1. Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that neither Contractor nor any Contractor personnel is or will become an employee, partner, Contractor, or principal of Company while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship between the Parties. Contractor agrees that neither Contractor nor any Contractor personnel shall be entitled to the rights or benefits afforded to Company's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave,

compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for Contractor and for Contractor's employees and subcontractors.

4.2. Nothing in this Agreement shall be construed to give Contractor or any Contractor personnel any authority (i) to represent that such person is an employee of Company, (ii) to bind Company with respect to contracts or representations or any other matters, or (iii) to represent Company before any court or government or regulatory authority without the express written authorization of Company.

Non-Exclusive Relationship

4.3. (a) Contractor may represent, perform services for, and contract with as many additional Companies, persons, or companies as Contractor, in Contractor's sole discretion, sees fit, provided those services do not pose a conflict of interest with the Services performed for Company.

4.3. (b) Contractor acknowledges that this is a non-exclusive engagement and that Company retains the right to appoint additional contractors as Company, in its sole and unrestricted judgment, may from time to time determine to be in the interests of Company without liability or obligation to Contractor. Both

Parties agree and understand that nothing in the contract is to be understood or interpreted as a non-disclosure agreement (NDA).

Payment of Taxes and Fees

4.4. Contractor is solely responsible for paying when due any taxes, including estimated taxes, incurred because of the compensation paid by Company to Contractor for Services under this Agreement. This includes but is not limited to any federal, state or local income taxes, social security or unemployment tax, or any other taxes.

4.5. Contractor, on behalf of Contractor, and any successors, assigns, and heirs, agrees to defend, indemnify and hold Company, including Company's employees, officers, directors, Contractors, subsidiaries and affiliates, harmless from and against any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Company as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Contractor of any tax or contribution based on compensation paid hereunder to Contractor or because Company did not withhold any taxes from compensation paid hereunder.

Workers' Compensation

4.6. Contractor agrees to provide workers' compensation insurance for Contractor employees and Contractors and agrees

to defend, hold harmless and indemnify Company for all claims arising out of any injury, disability, or death of any of Contractor's employees or Contractors.

Liability Insurance and Indemnification.

4.7. Company agrees to maintain a policy of general liability / Errors and Omissions insurance in the minimum amount of $1,000,000.00 to cover any negligent acts or errors and omission committed by Company or Company's employees or Contractors during the performance of Contractor's duties and the services under this Agreement. Contractor further agrees to indemnify and hold Company, its directors, affiliates, officers, directors, Contractors, partners, members, subsidiaries, successors and assigns, and any other related persons from any claim or losses resulting from Contractor's efforts to fulfill this Agreement. It is advised for Contractor to additionally carry their own policy. Company must be listed as an additionally insured Party on said policy and a copy of the policy must be forwarded to Company. Contractor may not cancel this policy without notifying Company at least 30 [calendar] days in advance. Termination of required insurance constitutes a material breach of this agreement. This portion is not controlled by the contract, but rather by the Errors and Omissions policy held by the respective parties.

4.8. Each Party agrees to indemnify and hold the other Party, its officers, employees, and agents harmless from any claim of

liability (irrespective of whether such claim is based on tort, contract, statute, or otherwise) made by any part arising out of any transaction initiated by the indemnifying Party, made on behalf of a client of the indemnifying Party, or any other act or omission of the indemnifying Party, unless attributable to the other Party's negligence or willful misconduct. The foregoing indemnification obligation shall survive termination of this Agreement.

Use of Employees or Subcontractors

4.9. Contractor may not assign this Agreement or any duties or obligations under this Agreement without Company's express written consent. Any such assignment will be considered null and void. Company requires such consent to protect intellectual property rights and Company confidentialities. Company will require any third-parties working on behalf of Contractor to sign intellectual property and confidentiality agreements prior to and as a condition of their engagement. Contractor hereby consents to Company's assigning this Agreement in whole or in part.

Article 5. Termination of Agreement and Return of Materials

5.1. Company may terminate this Agreement without cause provided written notice is given to Contractor 30 [calendar] days in advance. Company may also terminate this Agreement immediately if Contractor breaches this Agreement. Upon

termination, Contractor shall be entitled to receive all compensation earned but not yet paid as of the effective date of the termination; however, this compensation shall be net of any and all fees paid by Company to preserve rights to such compensation, if any. Under no circumstances shall Contractor be entitled to receive any compensation for services rendered following the effective date of termination.

5.2. Upon expiration or termination of this Agreement, successful completion of the Services to be provided under this Agreement, or as otherwise requested by Company, Contractor will deliver to Company all property and materials of Company in the Contractor's possession or control, including but not limited to table cloths, banners, any item with Company Logo on it (promotional items), business cards, brochures, and flyers. There may be more, but this is the first list.

Article 6. License to use Company Marks

6.1. During the term of this Agreement, Company grants 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, Social Media accounts, and letterhead. If Contractor elects to make such use of the Company Marks, Contractor must prominently and conspicuously display the words "independent Contractor" or substantially equivalent language to avoid creating the false impression that 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.

6.2. Contractor acknowledges that Company is the sole owner of the Company Marks and warrants that Contractor will not assert any challenge to such ownership. This warranty shall survive termination of this Agreement.

6.3. If Contractor is permitted to use Company's authorized International Air Transport Association ("IATA") number, Airlines Reporting Corporation ("ARC") number or Cruise Lines International Association ("CLIA") number to book travel, then Company shall be entitled to receive its share of the commission or other compensation paid by the vendor for all such sales brought to Company for processing. Contractor's use of these numbers is strictly limited to the purposes of this Agreement, and any other use during the term of this Agreement or thereafter is prohibited.

Article 7. Confidential Information

7.1. Contractor may gain access to confidential and proprietary information about Company and its affairs and operations. Any written, printed, graphic, spoken, or electronically or magnetically recorded information furnished by Company for Contractor's use is the sole property of Company. This proprietary information includes, but is not limited to,

customer requirements, customer lists, financial information, marketing information, and information concerning Company's employees, products, services, prices, sources, operations, sales, sales leads, sales projections, pricing and profit information, credit card information, its IATA, ARC, or CLIA numbers, and any other information designated as such by Company at the time of disclosure.

7.2. Contractor will indefinitely maintain Company's confidential information in the strictest confidence, and will not disclose it, or allow it to be disclosed, by any means to any person except with Company's prior, written approval, and only to the extent necessary to perform the Services under this Agreement. Any permitted person to whom Contractor shall disclose confidential information must be under confidentiality obligations no less restrictive than this Agreement. Contractor shall always remain responsible for breaches of this Agreement arising from the acts of any person to whom Contractor discloses confidential information. Contractor shall only use the Company's confidential information in furtherance of Contractor's performance of this Agreement, but shall not use the confidential information for any other purpose or for the benefit of any third party. No Confidential Information furnished to Contractor shall be duplicated or copied except as may be strictly necessary to effectuate the purpose of this Agreement. Contractor shall promptly return all copies of Confidential Information at any time upon the request Company or promptly upon the expiration or earlier termination of this Agreement.

7.3. If Contractor discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, Contractor will immediately notify Company; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. Contractor agrees and acknowledges that any breach or threatened breach regarding the treatment of the Company's confidential information may result in irreparable harm to Company for which there may be no adequate remedy at law. In such event Company shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

Article 8. Non-Solicitation and Non-Disparagement

8.1. During the term of this Agreement and for a period of one year thereafter, Contractor will not do, or cause anyone on Contractor's behalf to do, either of the following: (1) call on, solicit, or take away any of Company's customers or potential customers Contractor became aware of as a result of performing the Services under this Agreement, or (2) solicit or hire away any of Company's employees or contractors Contractor became aware of as a result of performing the Services under this Agreement. The Parties mutually acknowledge that such interference with employment or contractual relationships will

cause direct severe and irreparable financial loss and hardship to Company.

8.2. Contractor agrees that, during the Term and at any time thereafter, Contractor will not make, or cause to be made, any statement, observation, or opinion, or communicate any information (whether oral or written), to any person other than a member of the Board, that disparages the Employer or is likely in any way to harm the business or the reputation of the Employer, or any of its former, present, or future managers, directors, officers, members, donors, or employees.

Article 9. General Provisions

Notices

9.1. Any notices required to be given under this Agreement by either Party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail (with all fees paid), addressed to the Party to be notified at the following address or to such other address or person as such Party shall specify by like notice hereunder:

Company:

City to Sea Travel Co., 2605 Alexander Place, Suite 8308, Clearwater, FL 33763 - Attention: Tamara Crutchfield

Contractor: _____

_____

[address]

Attention: _____
[name or office]

Partial Invalidity

9.2. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Governing Law

9.4. This Agreement shall be governed by the laws of Florida. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Tampa, FL for any lawsuit arising from or relating to this Agreement.

Contractor Representations

9.5. Contractor warrants that Contractor is legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the Services described in this Agreement. Contractor also warrants that any statements about Contractor's abilities or

qualifications to competently complete the described Services are accurate and made in good faith. Contractor warrants that all work completed will be Contractors original work and will not in any way legally infringe upon the rights of others.

Force Majeure

9.6. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If Contractor's performance is delayed over fifteen (15) days, Company may terminate this Agreement.

Waiver: Rights Cumulative

9.7. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to

enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Counterparts

9.8. This Agreement may be executed electronically or by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Entire Agreement; Modifications

9.9. This Agreement, together with any exhibits, schedules or other documents referenced herein, supersedes all agreements, either oral or written, between the Parties with respect to the rendering of Services by Contractor for Company and contains all the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those Services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of

this Agreement will be effective only if it is in a writing signed by an authorized representative of the Party to be charged.

In witness whereof the parties hereto have executed this Agreement on the date set forth below.

City to Sea Travel & Events

By: _____

Name: Tamara Crutchfield, Owner/Manager

Date:_____

CONTRACTOR

By: _____

Name: _____

Title: Independent Agent Date: _____

Exhibit A - Contractor Requirements

Educational and Training Guidelines

- Onboarding – Required by all agents new to City to Sea Travel & Events.

- Agent Training – Required by all agents new to the travel industry. Optional, but highly encouraged for those that have been in the industry before.

- Supplier Training – Required by all agents for the suppliers and vendors they wish to actively sell. Required by suppliers and vendors to be able to attend familiarization (FAM) trips.

- In-Person Industry Events – Attend one event every other year (Examples: Cruise World, Cruise 360, FAMs, Seminars at Sea, and others) – At Contractors's Expense

Any additional training will be taken into consideration at the time of contract renewal and commission split change schedule.

Exhibit B - Schedule of Compensation

This position is 100% commission and is a 1099-Misc. position.

Commission Split:

<u>Years 0-1 or upon you earning accumulative commissions of $15,000:</u> You will be paid 80%* of commissions received from your bookings and fees collected from clients to include, but not limited to: non-refundable booking fees, concierge fees, and research fees.

Years 1-3 or upon you earning accumulative commissions of $35,000: You will be paid 85%* of commissions received from your bookings and fees collected from clients to include, but not limited to: non-refundable booking fees, concierge fees, and research fees.

Years 3+ or upon you earning accumulative commissions of $55,000: You will be paid 90%* of commissions received from your bookings and fees collected from clients to include, but not limited to: non-refundable booking fees, concierge fees, and research fees.

*You will be paid 60% of commissions received for bookings and fees collected from any company provided leads and clients.

You will be paid on the following Friday after commission has been "earned" as defined below.

Pay will be by direct deposit to Contractor.

All commissions calculated pursuant to the Agreement are not "earned" by Contractor until (1) the Company has collected payment in full from the supplier/vendor, (2) all adjustments and reconciliations have been made and finalized, and (3) the commissions are not deemed earned until five (5) days after the Company has collected full payment from the supplier/vendor and client has not canceled their travel plans.

In addition, Contractor must be associated and under contract with Company at the time a Commission is paid to earn a Commission.

Furthermore, Contractor may not earn Commissions after the termination of association with Company.

Exhibit C - Contractor Fees

Unless waived by Company in writing, fees owed to the Company by the Contractor are:

Initial Contractor Start Up Registration Fee: $200 - due upon finalized contractor registration.

Monthly Contractor Fee: $50 per month and payable via bank ACH transfer by Contractor to Company on the 15th day of every month. Company reserves the right to change the fee amount per month with 30 day notice to Contractor.

Fees charged by Company provide the contractor with:

- Access to all company travel suppliers
- Company provided email account
- Company provided CRM account
- Error & Omissions insurance
- Ongoing training
- Marketing assistance
- Use of company credentials (IATA, CLIA, etc)* *Registration fees with each accrediting organizations for individual cards are the responsibility of the contractor.

All fees not paid by last day of the month shall be considered past due and the Contractor will be obligated to pay a one and one-half (1.5%) per month service charge.