

## AIR CONNECT ADDENDUM

This Addendum (the “**Addendum**”) amends, supplements and incorporates the Travel Services Agreement (the “**Agreement**”) between Travel Edge (as defined below) (the “**Company**”) and the Affiliate named in the Onboarding Form (as defined below) (“**Affiliate**” or “**you**”) and is entered into as of the date you enroll in the TEN Air Connect Program (as defined below) and indicate your acceptance of the terms herein (the “**Addendum Effective Date**”). Any capitalized terms not defined herein have the meaning given to them in the Agreement.

### Recitals:

- A. Company operates a travel host agency business which includes sales support, access to proprietary products and services, maintenance of back-office accounting programs, and online booking systems;
- B. Company offers a managed air fulfillment program to its advisor network in which Company manages air ticketing for clients of its advisors on the advisor’s behalf (the “TEN Air Connect Program”); and
- C. Affiliate wishes to participate in the TEN Air Connect Program offered by the Company on the terms and conditions set forth in this Addendum and has indicated its desire to do so by enrolling in the TEN Air Connect Program using the TEN Air Connect Program onboarding form (the “**Onboarding Form**”).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

#### 1. **Services.**

- a. *Services.* Company will provide, and Affiliate (on its own behalf and on behalf of its Authorized Users) agrees to receive, the Services in accordance with the terms of this Addendum, subject to Affiliate fulfilling its obligations herein. By enrolling in the TEN Air Connect Program and executing this Addendum, all requests to Company for support with air fulfillment for Affiliate’s Clients shall be deemed to be requests for the Company to deliver the Services described in this Addendum. For greater certainty, while this Addendum is in effect, unless otherwise agreed to by the parties in writing, any request for air fulfillment services made to the Company using the Contact Information (as defined below) shall be provided in accordance with and subject to the terms of this Addendum (and the Fully Managed Services or Facilitated Services specified herein) and Section 5 of the Terms and Conditions of the Agreement shall not apply. Section 5 of the Terms and
- b. *Booking Request.* Affiliate shall submit a request to Company (the “**Booking Request**”) if it wishes to use the Services to fulfill air travel services for a Client (the “**Client Booking**”). Booking Requests shall be submitted to Company using the contact information set out in Exhibit C (the “**Contact Information**”), and Company shall be available to provide the Services during the Company’s hours of service set out therein (the “**Service Hours**”). Company reserves the right to update its Contact Information and Service Hours from time to time without notice to Affiliate by posting changes to this web link. For each request, Affiliate shall advise the Company in writing whether the request is for Facilitated Services or Fully Managed Services, and if not specified by the Affiliate, the Company shall

provide Fully Managed Services. Company reserves the right to refuse to accept a Booking Request in its sole discretion.

c. *Client Information and Instructions.* Affiliate agrees to provide information and instructions to Company as reasonably required in order to enable Company to provide the Services for an applicable Client Booking. Without limiting the foregoing, Affiliate agrees to provide Company with the following information and instructions:

i. *Fully Managed Services.* For Fully Managed Services, Affiliate agrees to provide Company with Client's full name, valid contact information, and to the extent available, any preliminary details on Client's requested itinerary. Such information shall be provided to Company with the Booking Request or as soon as possible after making the Booking Request. Affiliate hereby authorizes Company to contact and communicate with Client directly for information, instructions, and approvals related to the Client Booking. Company shall be responsible for providing the Fully Managed Services for the Client Booking as set out in Exhibit A in accordance with information and instructions provided by Client.

ii. *Facilitated Services.* For Facilitated Services, Affiliate agrees to provide information and instructions to Company on an ongoing basis, including, without limitation, as follows:

1. *Initial information and instructions:* At the time the Booking Request is made, or as soon as possible thereafter, Affiliate agrees to provide Company with at least the following information (for each traveler, where applicable):

- a. Client name and address
- b. Client contact information (email, phone number)
- c. Age
- d. Marital status
- e. Passport and visa information
- f. Emergency contact
- g. Financial/payment information
- h. Employment information
- i. Itinerary details (including preferred dates of travel, preferred airlines and departure and arrival locations, preferred carriage class)
- j. Any other information necessary to provide the Services hereunder.

2. *Quote Confirmation.* Following receipt of the Booking Request and initial information provided under Section 1.c.ii.1, Company shall provide Affiliate with a quote for the Client Booking, and revise the quote in accordance with Affiliate's further instructions. Company shall not finalize a booking and issue a ticket until confirmation is received in writing from Affiliate that the quote is approved. Quoted fares are not confirmed until the booking is made with the airline.

3. *Changes*: Affiliate agrees to notify Company of any desired Changes to the Client Booking as soon as possible. Company shall make the requested Changes to the Client Booking subject to the applicable Change Fees for such Changes. If Company requires additional information or instructions in order to implement the requested Changes, Company shall inform Affiliate. Affiliate shall provide the information and instructions requested by Company as soon as possible, and in any event no later than the applicable deadline for confirmation set out in the notification by Company.
  4. *Airline Messages and Scheduling Changes*: In the event of scheduling changes or other changes to the Client Booking initiated by the airline or due to other unexpected circumstances, Company shall notify Affiliate with a request for further information and instructions in order to update the Client Booking. Affiliate shall provide the information and instructions requested by Company as soon as possible after notification by Company, and in any event no later than the applicable deadline for confirmation set out in the notification.
- d. *Personnel*. Company will determine which Personnel will perform the Services in its sole discretion.
  - e. *Subcontracting*. Company may subcontract obligations under this Addendum, but will remain liable to Affiliate for any subcontracted obligations.

## **2. Affiliate Obligations.**

- a. *Compliance*. Affiliate will (a) ensure that Affiliate and its Authorized Users' use of the Services complies with the Agreement; (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services; and (c) promptly notify Company of any unauthorized use of, or access to, the Services or the Account. Company reserves the right to investigate any potential violation of this Addendum by Affiliate.
- b. *Restrictions*. Affiliate shall not (a) use the Services for fare re-shopping or churning, (b) make excessive use of the quoting services provided by Company hereunder, (c) misuse passwords or authorized user IDs, (d) make speculative bookings or use the Services to reserve space in anticipation of demand, (e) engage in any unreasonable conduct towards Personnel including, without limitation, verbal abuse, inappropriate language, racist remarks or comments, sexual innuendo or insults, condescending or rude tone, violent or threatening language, excessive communication, contact through personal communication channels not used in authorized business correspondence, persistent unreasonable demands in spite of explanation that such requests are unreasonable, denial of documented evidence as factual, and persistent raising of unsubstantiated allegations, or (f) use of the Services fraudulently or in breach of applicable law.
- c. *Client Identification and Verification*. Affiliate is solely responsible for Client identification and verification. Prior to making a Booking Request, Affiliate shall take all steps necessary

to verify the identity of the Client. In the event that Affiliate detects fraud associated with a Client transaction or Client Booking at any point, Affiliate shall immediately notify the Company and the parties agree to cooperate to cancel the affected transaction or booking related to the fraud.

- d. *Accounts.* Affiliate must have an aDX account (the “**Account**”) in order to use the Services and is responsible for the information it provides to the Account, including any information about its Clients, the security of its passwords for the Account, and for any use of its Account. Affiliate hereby authorizes Company to access the Accounts of Affiliate and any of its Authorized Users in order to provide the Services. In addition, Affiliate hereby authorizes Company to create an Account on Affiliate’s or its Authorized Users’ behalf if such account does not exist at the time of a Client Booking. Affiliate acknowledges that Company may create and/or update profiles of Client (including providing Client Data) to Affiliate’s Account in order to provide the Services.
- e. *Consents.* Affiliate represents and warrants that it has all necessary notices and consent in place to permit:
  - i. Affiliate’s use and receipt of the Services; and
  - ii. Company’s accessing, collecting, storing, using, and processing of Client Data under and in accordance with the Addendum; and
  - iii. for the purpose of providing the Fully Managed Services or as otherwise contemplated in this Addendum, Company to communicate with Client directly (including by written, electronic, or verbal means) in order to provide the Services in accordance with the terms herein.
- f. *Urgent Issues.* Notwithstanding anything to the contrary in this Addendum, Affiliate hereby expressly authorizes Company to contact Client in the event of an urgent issue that requires immediate information and instructions from Client (for example, a last-minute cancelled flight or scheduling change), such urgent issues to be determined in Company’s sole discretion.

### 3. Payment.

- a. *Fees.* In consideration for the Services provided by Company under this Addendum the Company shall receive the following as compensation:
  - i. *Commission Split.* Notwithstanding anything to the contrary in the Agreement, the commission split percentage retained by Company for any ticketed transactions related to a Client Booking shall be 80% of the net commission earned (the “**Service Commission**”); and
  - ii. *Client Fees.* The following fees shall be applied to each individual ticket booked for or on behalf of Client:
    - 1. *Client Booking Fee.* A fee of either (1) \$50 for each Domestic Air Ticket booked or (2) \$100 for each International Air Ticket booked (each, a “**Client Booking Fee**”); and

2. *Change Fees.* Company shall provide certain Services set out in Exhibit A (the “**Included Services**”) for a fee that includes (x) the Service Commission and (y) the Client Booking Fee (the Service Commission and Client Booking Fee together to be referred to as the “**Base Fee**”). Any Changes shall not be included in the Base Fee and shall be subject to a separate Change Fee in accordance with Exhibit B (the “**Change Fee**” and Client Booking Fee, shall together be referred to as the “**Client Fees**”). For greater certainty, the Change Fee shall be applied on a per change, per ticket basis.
- b. *Additional Terms for Commission Split.* Payment of the commission split specified in Section 3.a.i of this Addendum to Affiliate is subject to the Agreement, including any payment terms or authorized deductions and offsets set forth therein.
  - c. *Additional Terms for Client Fees.* The full amount of the Client Fees shall be retained solely by the Company. Client Fees shall be invoiced directly to Client by Company using payment information, (i) provided by Client directly to Company, or (ii) using Client’s payment information provided by Affiliate. For any payment transactions processed at Affiliate’s instruction, Affiliate represents and warrants that it has the consent and authorization from Client to process the applicable transaction on Client’s behalf. At Affiliate’s request when the Booking Request is made, Client Fees charged hereunder may be charged directly to the Affiliate instead of to the Client. For any Client Fees payable by Affiliate, Affiliate authorizes Company to deduct amounts payable to Company from any commission splits or other amounts otherwise payable to Affiliate.
  - d. *Cancellations, Refunds and Voided Transactions.* In accordance with the Agreement no commission splits are due to Affiliate for cancelled, refunded, or voided transactions. If Company pays Affiliate a commission split on a transaction that thereafter is subject to a refund or other credit, the refunded or credited amount will be subtracted by Company from future commission splits payable to Affiliate. Company shall be entitled to retain any Fees received hereunder notwithstanding that a booking has been cancelled, refunded, or voided.
  - e. *Currency.* All dollar amounts referenced in this Addendum are in the currency in which Affiliate’s Account is configured. The commission split percentage paid to the Affiliate shall be paid in accordance with the Agreement.
  - f. *Taxes.* If Company is obligated to collect or pay any Taxes, the Taxes will be invoiced to Client or Affiliate (as applicable), and Client or Affiliate (as applicable) will be responsible for paying such Taxes to Company.
4. **Client Data Security.** Client Data provided to Company under this Addendum will be processed in accordance with this Addendum, Company’s Privacy Policy, and Data Protection Laws.
5. **Disclaimer.** Except as expressly provided for in this Addendum, Company does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any

kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services and (b) any representations about content or information accessible through the Services, including any information provided by third parties or suppliers.

6. **Suspensions.** Company may immediately Suspend all or part of Affiliate's use of the Services and cease providing any Services to a Client if, (a) Company reasonably believes suspension is required to protect the Services, any of Company or its affiliates' infrastructure supporting the Services, or any other use of the Services; (b) there is suspected unauthorized third party access to the Services; (c) Company reasonably believes that immediate Suspension is required to comply with any applicable law; (d) Affiliate is in breach of Section 4 (Restrictions) or the Agreement; (e) Company suspects or determines there to be any Client fraud related to the use of the Services; or (f) Affiliate has any outstanding amounts owing to Company under the Agreement or this Addendum.
7. **Liability.** To the extent permitted by applicable law and subject to Section 8 (Debit Memos), Company shall not have any Liability arising out of or relating to the Addendum for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill. Company's total aggregate Liability for damages arising out of or relating to this Addendum is limited to the Fees Company received providing Services to Affiliate's Clients hereunder during the six-month period before the event giving rise to Liability. For the avoidance of doubt, this Section 7 does not limit any of the limitations on Company's liability set out in the Agreement.
8. **Debit Memos.** Company shall be solely responsible for any airline debit memos received by the Company based on a ticketing, exchange or refund error as a direct result of Company's provision of the Services hereunder. Notwithstanding the foregoing, Company shall not be responsible for any airline debit memo related to Company's provision of the Services hereunder if the debit memo is the result of or caused by: (i) incorrect information provided to Company by Affiliate; (ii) errors in Client verification or identification; (iii) Affiliate or Client fraud (including payment fraud); (iv) in the case of Facilitated Services, failure of Affiliate to provide information or instructions to Company in a timely manner; (v) modifications to the Client Booking by anyone other than Company; or (vi) Affiliate's breach of the Agreement or this Addendum.
9. **Modifications.**
  - a. *To the Services.* Company may make updates to the Services from time to time. Company will inform Affiliate if Company makes a material change to the Services that has a material impact on Affiliate's use of the Services.
  - b. *To the Addendum.* Company may make changes to this Addendum and pricing from time to time by posting changes to this web link. Unless otherwise noted by Company, changes to the Addendum or pricing will become effective when they are posted.

10. **Term and Termination.** The term of this Addendum shall be one year, with automatic renewal for consecutive one-year terms on each anniversary of the Addendum Effective Date. Either party may terminate this Addendum for convenience upon 30 days' prior written notice to the other party. Company may terminate this Addendum immediately in the event that Affiliate breaches the Agreement or this Addendum or in order to comply with applicable law. If the Agreement is terminated, this Addendum shall automatically be deemed terminated. For greater certainty, this Addendum is only effective if the parties hereto have executed a Travel Services Agreement prior or concurrent to the execution of this Addendum, otherwise this Addendum is deemed null and void.
11. **Acceptance of Agreement.** By completing the enrollment for the TEN Air Connect Program and indicating your acceptance of the terms in this Addendum on the Onboarding Form as part of such enrollment, or by accessing or using the Services, you acknowledge and agree that (1) you or your authorized representative have read and understand these terms, (2) you accept the terms in this Addendum in its present form and as it may be modified by Company from time to time in accordance with the terms herein, (3) you agree to be bound by the terms and conditions contained herein, as well as by the terms and conditions of any modified Addendum, and (4) you accept these terms on your own behalf and on behalf of your Authorized Users, and will assure that you and your Authorized Users will comply with these terms.
12. **Conflicting Terms.** Except to the extent expressly provided in this Addendum, all of the provisions, terms, and conditions of the Agreement remain unchanged and in full force and effect. If there is a conflict between the Agreement and this Addendum, the Addendum shall control to the extent of any conflict.

**13. Definitions.**

*"affiliate"* means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

*"Authorized Users"* means any individuals that Affiliate authorizes to use the Services and includes Affiliate's directors, officers, employees, and contractors.

*"Change(s)"* means modifications to the Client Booking initiated by Client or Affiliate as further specified in Exhibit A.

*"Change Fees"* means the fees for Changes as specified in Exhibit B.

*"Client"* means a client of Affiliate (or its Authorized Users) for whom Affiliate (or its Authorized Users) has made a Booking Request.

*"Client Data"* means data provided to Company by Affiliate or Clients through the use of the Services.

*"Control"* means control of greater than 50% of the voting rights or equity interests of a party.

*“Data Protection Laws”* means all applicable laws and regulations related to data protection, data security, privacy, or the processing of Client Data under the Addendum, as amended or replaced from time to time.

*“Domestic Air Ticket”* means an air ticket booked for a Client in which the departure and arrival destinations are both within Canada or the United States.

*“Facilitated Service(s)”* means the Services specified as Facilitated Service(s) in Exhibit “A” that Company shall provide to Clients of Affiliate indirectly and take information and instructions on the delivery of Services solely from Affiliate, except as provided for in this Addendum.

*“Fees”* means the Service Commission, the Client Booking Fees, and the Change Fees.

*“Fully Managed Service(s)”* means the Services specified as Fully Managed Service(s) in Exhibit “A” that Company shall provide directly to Clients using instructions from Client directly (by phone, email, or any other reasonable method of communication agreed to between Company and Client).

*“International Air Ticket”* means an air ticket booked for a Client of Affiliate in which one or more of the departure and arrival destinations are outside of Canada or the United States.

*“Liability”* means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

*“Personnel”* means a party’s and its Affiliates’ respective directors, officers, employees, agents, and subcontractors.

*“Privacy Policy”* means the Travel Edge privacy policy available at <https://www.traveledgenetwork.com/privacy>, as it may be updated from time to time.

*“Services”* means the air fulfillment services described in Exhibit “A” to this Addendum. Services may be provided as Fully Managed Services or Facilitated Services.

*“Statutory Holidays”* means statutory holidays in Canada or the United States.

*“Suspend”* means limiting or removing access to or use of the Services or components of the Services.

*“Taxes”* means all government-imposed taxes applicable to the Services.

*“Travel Edge”* means the Travel Edge entity identified on your Travel Services Agreement.



## Exhibit A - Services

The Services performed by the Company as part of the TEN Air Connect Program shall consist of air fulfillment services listed in the table below. The Services shall be delivered as either (1) Fully Managed Services or (2) Facilitated Services. The nature of the Client engagement as between Company and Client shall differ based on whether the Services are delivered as Fully Managed Services or Facilitated Services, as indicated below.

Service	General Description	FMS	FS
<b>Included Services (included in Base Fee)</b>			
Direct Client Engagement	Direct engagement with Clients to receive instructions and information on Client Booking	✓	X
Shopping	Shopping request to provide quote(s) for a Client itinerary	✓	✓
Booking & Issuing Tickets	Create booking and issue a ticket in an existing PNR	✓	✓
Contract Commission Verification	Interpretation of a Company air agreement to verify commission	✓	✓
Seat Selection	Assignment of seats	✓	✓
Airline Messages & Scheduling Changes	Monitor airline messages and action schedule changes	✓	✓
24/7 Service Support	Valid up to 72 hours from the day of travel to day of return and is limited to services booked directly in aDX only. Does not include merchant of record services or any other external services. This service is only valid for one continuous trip on a single itinerary for a maximum of 9 passengers.	✓	✓
<b>Changes (Change Fees apply as per Exhibit B)</b>			
Exchanges	Process an exchange/re-issue an existing ticket	✓	✓
Favors, Waivers, or Soft Dollar	Process and supply a waiver/favor	✓	✓
Refunds	Process a refund of an existing ticket	✓	✓
Name Changes	Process a name change plus any airline fees	✓	✓
Void Tickets	Void a ticket within voiding window	✓	✓
Cancel booking	Cancel booking	✓	✓
Any other changes	Any other changes (e.g. seat selection changes) initiated by Client or Affiliate	✓	✓

### Exhibit B – Change Fees

Change Fees	
Exchanges	\$35
Favors, Waivers, or Soft Dollar	\$35
Refunds	\$35
Name Changes	\$35
Void Tickets	\$35
Cancel booking	\$35
Other changes	\$35

### **Exhibit C – Contact Information & Service Hours**

To make a Booking Request, the Company can be reached at:

Email: [air.connect@traveledge.com](mailto:air.connect@traveledge.com)

Phone: Toll-free in North America (833-892-2704) | International (416-572-9997)

Service Hours:

Monday to Friday from 9am to 6pm EST (excluding Statutory Holidays).