TEN Air Connect 2025 Sales Recognition Program

Your participation in the TEN Air Connect 2025 Sales Recognition Program (the "**Program**") sponsored by Travel Edge (Canada) Inc. and Travel Edge (USA) Inc. (together, "**Travel Edge**") is subject to the terms and conditions contained herein (the "**T&C**"). By participating in the Program, you unconditionally accept and agree to comply with these T&C.

PROGRAM PERIOD. The Program commences on January 1, 2025 at 12:01 a.m. EST and ends on December 31, 2025 at 11:59 p.m. EST (the "**Program Period**").

ELIGIBILITY. Participation in the program is only open to natural persons (and is not permitted for corporations or other non-individual legal entities) that meet the following criteria (each, a "**Participant**"):

- the individual must be at least 18 years of age or the age of majority in their state or province of residence (whichever is greater); and
- the individual is a travel-selling member of the Travel Edge network (the "Travel Edge Advisor") that is an independent contractor, employee, owner/manager, or other authorized travel selling representative of an independent travel business (the "TEN Contractor") that has an active travel services agreement with Travel Edge governing Travel Edge's provisioning of certain host agency services to TEN Contractor (the "Travel Services Agreement"); and
- the applicable TEN Contractor with which the Travel Edge Advisor is affiliated has been authorized to participate in and on-boarded to the TEN Air Connect Program and agreed to the terms and conditions applicable to the TEN Air Connect Program, as they may be updated from time to time by Travel Edge (the "TEN Air Connect Addendum"); and
- the Travel Edge Advisor is an Authorized User of the TEN Air Connect Program (as defined in the TEN Air Connect Addendum); and
- the individual is a legal resident of the fifty (50) United States or Canada, other than the province of Quebec.

The following individuals are prohibited from entering into the Program:

• Employees of Travel Edge or any of its Affiliates. "Affiliate" means any entity that directly or indirectly controls or is controlled by, or is under common control with Travel Edge. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the equity rights or voting interests of a party.

Travel Edge reserves the right to determine whether a Participant meets the eligibility criteria for participation in the Program, and waive any requirement for participation, in its sole discretion. In the event that a Travel Edge Advisor completes the onboarding forms required for the TEN Air Connect Program, but is not authorized to sign up for the TEN Air Connect Program on behalf of an applicable TEN Contractor, Travel Edge reserves the right to contact the Travel Edge Advisor's applicable TEN Contractor to administrate onboarding at the TEN Contractor level.

In order to be an eligible Participant, Participant must remain at all times in compliance with not only these T&C, but the Travel Services Agreement, the TEN Air Connect Addendum, the ADX terms of use, and any other terms and conditions applicable to Participant's participation in the Program.

PROGRAM REWARDS. Subject to compliance in all respects with these T&C, each Participant is eligible to receive the following rewards (each a "**Reward**", and collectively the "**Rewards**") for participating in the Program as follows:

- (1) First Booking Reward. Participants that make their first ever booking through the TEN Air Connect Program during the Program Period shall be eligible to receive a personalized promotional kit that includes:
 - a. Branded social and email templates to promote Participant's air booking service to clients; and
 - b. Client-facing promotional assets such as custom email and social media templates.
- (2) **"Take-Off" Reward**. Participants that generate \$50,000 USD in Gross Air Sales through the TEN Air Connect Program during the Program Period shall be eligible to receive:
 - a. A thank you gift curated by Travel Edge (ARV \$100 USD); and
 - b. A client-facing digital asset to promote Participant's air expertise.
- (3) **"Cruising Altitude" Reward**. Participants that generate \$150,000 USD in Gross Air Sales through the TEN Air Connect Program during the Program Period shall be eligible to receive:
 - a. A \$250 USD gift card; and
 - b. A featured spotlight in *The Edge* magazine and on Travel Edge's public social channels (as determined by Travel Edge in its sole discretion).
- (4) **"First Class" Reward**. Participants that generate \$250,000 USD in Gross Air Sales through the TEN Air Connect Program during the Program Period shall be eligible to receive:
 - a. A \$500 USD air voucher; and

requirements.

b. Complimentary registration to Ensemble Travel Group's Horizons Reimagining the Future Event, taking place at Resorts World Las Vegas, May 4-6, 2026 (ARV \$500 USD).

"Gross Air Sales" means the total amount billed to Participant's clients for air travel sales transactions using the TEN Air Connect Program, and before any deductions for supplier commissions, but net of any refunds, discounts, cancellations, chargebacks, or other adjustments. For greater certainty,
(i) Gross Air Sales shall only be counted once the individual has met all eligibility requirements to be a Participant as set out in these T&C, including, without limitation, that the Participant's affiliated TEN Contractor has been authorized to participate in the TEN Air Connect Program, has completed onboarding, and has agreed to the TEN Air Connect Addendum; and
(ii) Gross Air Sales shall only be counted while Participant continues to meet all such eligibility

For greater certainty, Gross Air Sales will be assessed on the level of the applicable Participant, based on air travel sales transactions directly attributable to a client of Participant, and will not be assessed or aggregated at the TEN Contractor level.

A Participant is eligible to receive a maximum of one of each of the above noted Rewards. For example, an eligible Participant may receive both a "Take-Off" Reward and a First Booking Reward, but is eligible to earn only one "Take-Off" Reward.

In the event that a Participant is provided a Reward for achieving their first booking or a specific threshold of Gross Air Sales in accordance with this section, but the booking is subsequently cancelled, or the aggregate Gross Air Sales falls below the threshold due to subsequent refunds, discounts, cancellations, chargebacks or other adjustments (whether such cancellations or similar adjustments occur during or after the Program Period), Travel Edge reserves the right to cancel and/or recover the amount of the Reward (based on ARV) from Participants, including by setting off the Reward amount against amounts owed to Participant or their associated TEN Contractor (e.g. commission splits).

VERIFICATION AND NOTIFICATION. Travel Edge will review each Participant's Gross Air Sales through the TEN Air Connect Program on approximately a monthly basis during the Program Period. At the end of the month that follows the month in which the Participant became eligible for one or more Rewards (or

earlier in Travel Edge's sole discretion), Travel Edge shall notify Participant that they have become eligible for the Reward (the "**Notification**"). Within 2 business days of such Notification (or such longer period as determined by Travel Edge in its sole discretion), Participant must confirm acceptance of the Reward and provide and complete any additional paperwork required by Travel Edge, including without limitation a liability release. Participant shall only be entitled to receive a Reward once verification is complete, and any paperwork and compliance with these T&C in all other respects has been confirmed to the satisfaction of Travel Edge.

EACH PARTICIPANT AND THEIR ASSOCIATED TRANSACTIONS THROUGH THE TEN AIR CONNECT PROGRAM ARE SUBJECT TO VERIFICATION BY TRAVEL EDGE. TRAVEL EDGE'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, DETERMINATION OF THE REWARDS AND ALL OTHER MATTERS RELATED TO THE PROGRAM. DETERMINATIONS OF GROSS AIR SALES MADE DURING THE PROGRAM PERIOD ARE DETERMINED BY DATA COLLECTED BY TRAVEL EDGE (SUCH AS FROM THE ADX PLATFORM), AND MEASUREMENT IS NOT SUBJECT TO CHALLENGE OR APPEAL. A PARTICIPANT SHALL NOT RECEIVE ANY REWARD UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY AND COMPLIANCE WITH THESE T&C HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

REWARD CONDITIONS. The following general conditions apply to the Reward: (i) Reward must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by Travel Edge in its sole and absolute discretion); (ii) no substitutions except at Travel Edge's option; (iii) the Reward is subject to any and all additional terms, conditions, and restrictions set by the supplier or provider of the Reward; (iv) the costs of everything not specifically stated in these T&C as included in the Reward are the sole and absolute responsibility of the Participant; (v) if the Participant elects not to utilize any component(s) of the Reward, then any such component(s) not utilized may, in the sole and absolute discretion of Travel Edge, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) Travel Edge reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Reward or any component thereof; and (b) substitute the Reward or a component thereof for any reason with a Reward or Reward component(s) of equal or greater value, including, without limitation, but solely at Travel Edge's sole discretion, a cash award; (vii) by accepting the Reward, the Participant agrees to waive all recourse against the Released Parties if the Reward or a component thereof does not prove satisfactory, either in whole or in part. The Reward Winner is responsible for paying any applicable federal, provincial, state, local, income and withholding taxes, if any. In the event that any tax withholding is required by law for the Reward, Participant authorizes Travel Edge to make the corresponding deduction. Any Reward details not specified above will be determined by Travel Edge, in its sole discretion.

DISCLAIMER. By participating in the Program and/or accepting a Reward(s), each Participant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these T&C and the decisions of Travel Edge, which are binding and final in all matters relating to this Program; (b) defend, indemnify, release and hold harmless Travel Edge, its Affiliates, and each of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, liabilities, losses, damages and expenses (including reasonable legal fees), whether arising in contract, tort, or otherwise, regardless of whether foreseeable or contemplated by Travel Edge, including but not limited to claims involving negligence or damages to persons or property of any kind; invasion of privacy, whether by appropriation, intrusion, public disclosure of private facts, false light in the public eye or any other legal theory; defamation, libel, or slander; violation of rights of publicity; infringement of trademark, copyright or other intellectual property rights; property damage, or death or personal injury; in each case arising out of, relating to, or in connection with participation in the Program; use or misuse of any website or platform or their associated terms of use; acceptance, possession, use, misuse, delivery, or any defect in the Reward

(or any portion thereof); or attendance at or inability to use or access the Reward (or any portion thereof). Released Parties are not responsible if the Reward, or any portion thereof, is delayed, postponed or canceled for any reason, in which event that portion of the Reward is forfeited in its entirety and no substitution will be provided except as in Travel Edge's sole discretion. All Rewards are provided "as is" without any warranty or guarantee, either express or implied by Travel Edge. Any use of the Rewards is at Participant's own risk. For greater certainty, and without limiting anything in these T&C Travel Edge does not make and expressly disclaims to the fullest extent permitted by applicable law 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 any templates, assets, marketing materials or any other materials provided as or in connection with a Reward.

GENERAL CONDITIONS. The Released Parties shall not have any obligation or responsibility, including any responsibility to award any Reward to Participants, with regard to, in connection with, or arising from: (a) actions that do not comply with or violate these T&C; (b) Reward claims or Notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Participants who have committed fraud or deception in entering or participating in the Program or claiming the Reward; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Participant to accept all or part of the Reward for any reason; (f) if a Reward cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Travel Edge's reasonable control; or (g) any death, damages, injuries or losses of any kind caused by any Reward or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Reward or resulting from participating in this Program or any promotion or Reward related activities, including any travel-related activities associated with a Reward. Travel Edge reserves the right, in its sole discretion, to disqualify any individual it finds to be (w) tampering with the operation of the Program, or with any website promoting or required to deliver or administrate the Program; (x) acting in violation of these T&C; (y) acting in a fraudulent, unsportsmanlike, unethical, illegal, or disruptive manner, or annoying, abusing, threatening or harassing any other person (or acting with the intent to do any of the foregoing); or (z) using any robotic or automated device in connection with participation in the Program.

MODIFICATIONS. Travel Edge reserves the right and without prior notice, to suspend, modify or cancel the Program and/or these T&C before the end of the Program Period in its sole and absolute discretion, for any reason or no reason. In the event the Program is canceled, Travel Edge shall provide Participants with Rewards earned up to the effective date of cancellation. In addition, and without limiting the foregoing, Travel Edge reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these T&C to the extent necessary, for purposes of verifying compliance of any Participant, or as a result of technical problems, or in light of any other circumstances which, in the opinion of Travel Edge, affects the proper administration of the Program.

PUBLICITY

Except where prohibited or restricted by law, Participant's acceptance of a Reward, or any portion thereof, constitutes the Participant's agreement, permission and consent for Travel Edge, its Affiliates, and any of their designees to use and/or publish Participant's full name, city and state or province of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), address and/or statements made by Participant regarding the Program or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Travel Edge or its Affiliates in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, Internet services or network hardware or software (including any technical failures caused by, due to, or in respect of, third parties); (c) unauthorized human intervention in any part of the Program; (d) technical or human error or negligence in the administration of the Program; (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Program (including use of any third party software or services) or receipt or use or misuse of any Reward by Participant; or (f) any assessment made by you or any of your advisors regarding the tax treatment, tax consequences, or any other tax matters related to your participation in the Program. The Released Parties are not responsible if any Reward cannot be awarded or fulfilled due to travel or event cancellations, delays, interruptions due to Acts of God, acts of war, natural disasters, weather, or terrorism or other circumstance beyond Released Parties' control.

DISPUTES

Except where prohibited by law: (a) any and all disputes, claims and causes of action arising out of or connected with the Program, or any Rewards awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Program, or any Rewards awarded, shall be resolved exclusively by the courts of Toronto, Ontario; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred up to a maximum of \$10.00 USD, including costs associated with entering this Program, but in no event attorneys' fees; (d) under no circumstances will Participants (or any other party) be permitted to obtain awards for, and hereby waive all rights to claim, indirect, punitive, incidental, special, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (e) Participant (and any other party's) remedies are limited to a claim for money damages (if any) and Participants (and all other parties) irrevocably waive any right to seek injunctive or equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these T&C, or the rights and obligations of the Participants and Travel Edge in connection with the Program, shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

WAIVER & SEVERABILITY.

A waiver by Travel Edge of any term in these T&C does not constitute a waiver of any other provision. The invalidity or unenforceability of any provision of these T&C shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, to the extent invalid, unenforceable and/or illegal, such provision(s) shall be deemed omitted and the remaining provisions will continue in full force and effect and be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law.

PRIVACY STATEMENT

Travel Edge is committed to protecting your privacy. Personal information collected will be handled in accordance with Travel Edge's <u>Privacy Policy</u>, and used for purposes that include, but are not limited to administering the Program, administering Rewards, and for any other use contemplated in these T&C.