



The Room Block Source Planner Affiliate Agreement

This The Room Block Source Planner Affiliate Agreement (the "Agreement") is made this January 1, 2024 by and between The Room Block Source, LLC ("TRBS", "we", "our"), having its principal place of business at 1105 S. Wellington Point Road McKinney, TX 75072 and Planner ("Affiliate", "you").

Purpose. This Agreement applies to your participation in our Planner Affiliate Program (the "**Affiliate Program**"), and describes how we will work together and governs our relationship in connection with the Affiliate Program. It is a legal document so some of the language is necessarily "legalese", but we have tried to make it as readable as possible. These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them. Both parties agree to use their best efforts to act in a professional and businesslike manner, in accordance with the highest travel industry ethical standards, at all times while performing under this Agreement. There is no cost to join the Affiliate Program, nor any exclusivity requirement or limit to the amount of Affiliate Leads Affiliate may refer to TRBS.

1. Changes to this Agreement/the Affiliate Program. TRBS may periodically amend, modify or replace the terms of this Agreement. TRBS will notify you at least fifteen (15) days in advance via electronic means, which may include notification via email. If does not agree to the modified terms of the Affiliate Program, Affiliate may terminate this Agreement pursuant to Section 4 below. Affiliate's non-response with either acceptance or termination within ten (10) days after TRBS notifies Affiliate of any changes to this Agreement will result in the deemed acceptance to such modifications to this Agreement.

2. Definitions.

"Actualize" means (i) an Affiliate Lead must be accepted and validated in accordance with the Affiliate Program; (ii) the Affiliate Lead must have booked a Room Block with TRBS and received an Affiliate Link; (iii) the Customer completes their reservation of a Room Block; and (iv) TRBS receives its full commission from the applicable supplier, without any chargeback, debit memos, or other payment issues in connection therewith.

"Affiliate Lead" means a prospective Customer referred to TRBS by Affiliate through an Affiliate Link.

"Affiliate Link" means the unique TRBS-connected tracking link you provide to you and your clients, provided to you by TRBS prior to the booking of a Room Block by an Affiliate Lead.

"Affiliate Policies" means the policies applicable to Affiliates which we may make available to you from time to time.

"Commission" means an amount as more particularly described in Section 5, derived from the number of Actualized Room Blocks from Customers as well as the commissions TRBS actually receives from its suppliers.

"Customer" means a client who was referred to TRBS, either through a TRBS Lead Link or otherwise, by Affiliate, who confirms their referral by Affiliate, and who had a Room Block Actualize with TRBS.

"Room Block" means a reserved block of at least ten (10) hotel room nights.

3. Term and Termination. This Agreement shall commence as of the date set forth above and shall remain in effect until terminated as described below (the "**Term**");

a. Either party may terminate this Agreement at any time, without cause, upon fifteen (15) days' prior written notice to the other party; or

b. Affiliate may terminate this Agreement due to Affiliate's non-acceptance of any changes to this Agreement by TRBS, provided Affiliate sends TRBS at least five (5) days' prior written notice of its intent to terminate.

c. Upon termination, TRBS shall have the right to withhold or offset against amounts due to Affiliate any amounts due to TRBS, including but not limited to commissions due to Company for Room Blocks transferred or directed away from TRBS in violation of this Agreement.

4. Affiliate's Commission. In consideration for its referrals to TRBS and participation in the Affiliate Program, Affiliate shall receive ten percent (10%) of the commission TRBS receives from its suppliers for any Actualized Room Blocks, subject to the terms of this Agreement ("**Commission**").

a. Commissions will be paid four times a year (in March, June, September and December) by the end of the applicable month. Subject to subsection (d) below, Commissions will be paid in the quarter following the quarter in which the applicable Room Block Actualizes. Each Commission payment will contain a summary of the earned Commissions from the prior quarter. TRBS will also send a summary, via email, of all bookings that Actualized, were canceled, or otherwise didn't Actualize, in connection with Affiliate Leads referred by Affiliate.

b. If Affiliate has Actualized more than \$600.00 in Commissions in a calendar year, a Form 1099 will be sent to Affiliate by January 31 of the applicable year, to the current address on file.

c. Affiliate's Commission shall not be deemed earned, and Affiliate shall not receive any Commission or compensation from TRBS, if: (i) the Room Block did not Actualize, (ii) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of Affiliate's jurisdiction; (iii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its hotel contracts; (iv) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to Affiliate, (v) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link or Affiliate Program in any way, in violation of any Affiliate Policies, or by any other means that we deem to breach the spirit of the Affiliate Program, in our sole discretion.

d. Notwithstanding the foregoing, Affiliate's Commission may be delayed due to extreme circumstances beyond TRBS' control, including without limitation payment disputes, force majeure, or other factors (in TRBS' commercially reasonable discretion). In the event Affiliate's Commission is so delayed, TRBS will endeavor to pay said Commission as soon as practicably possible.

5. Independent Affiliate; No Employment Relationship. Affiliate's status hereunder shall be that of an independent contractor and not an agent or employee of TRBS. Nothing herein will be deemed to create any other relationship between the parties including, without limitation, a partnership relation, an agency relation, or an employer/employee relation. Affiliate may choose where the work is to be performed, there are no set hours that must be maintained, and Affiliate may work whatever hours, in whatever place Affiliate deems necessary, to perform its obligations and fulfill its responsibilities hereunder. Affiliate is not required to answer phones or perform any duties at TRBS offices. In no event shall Affiliate have any authority to enter into any legally binding contract or commitment in the name of or on behalf of TRBS and Affiliate shall not hold itself out as having authority to do so without TRBS' prior written authorization in each instance.

As a standalone independent entity completely separate from TRBS, Affiliate shall not receive or earn any vacation, sick, or PTO pay (or any other type of benefit prescribed by statute or otherwise) from TRBS and is not covered under any of TRBS' employee insurance plans (e.g., medical, dental, vision). Affiliate is also not covered by any workers' compensation or any other insurance and must maintain at its sole cost and expense any other types of insurance required or desired in connection with Affiliate's performance under this Agreement. Affiliate further agrees to be responsible for all applicable state/regional, and local payments related to the compensation received from TRBS.

Affiliate 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 or withholding of any estimated or other federal, state, or local income taxes, payment of applicable charges for the equivalent of social security, FICA, worker's compensation, and obtaining any required state or local licenses or registration required for Affiliate's business as applicable. Affiliate is also responsible for any and all applicable business and employment taxes, if any.

6. Indemnification. Affiliate agrees to indemnify, release, defend and hold TRBS, its members, managers, owners, employees, representatives and agents harmless from and against any claim of liability, damages, losses, costs, or expenses (including reasonable attorney's fees) made by any party (including, without limitation, third parties) (collectively, "**Claims**") arising out of or in connection with (i) your participation in the Affiliate Program or use of the Affiliate Link or any other component of the Affiliate Program; (ii) TRBS' use of personal data of Affiliate Leads provided to TRBS; (iii) any breach of this Agreement or the terms and conditions of our suppliers; (iv) any violation of applicable laws or regulations by Affiliate, including without limitation any Data Protection Law or failure by Affiliate to properly pay any and all applicable taxes or file tax returns; and (v) any act or omission of Affiliate, unless attributable to TRBS' gross negligence or willful misconduct. The foregoing indemnification obligation shall survive termination this Agreement.

TRBS will notify you in writing within thirty (30) days of our becoming aware of any such Claims. TRBS shall give you sole control of the defense or settlement of such a Claim, and provide you (at your sole expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim, provided that Affiliate shall not accept any settlement that (i) imposes an obligation on TRBS; (ii) requires TRBS to make an admission of any kind; or (iii) imposes liability not covered by these indemnifications or places any sort of restrictions on TRBS without TRBS' prior written consent.

7. Force Majeure. Neither party will be responsible for failure to perform or delay of performance if such failure or delay was the result of circumstances amounting to force majeure. "Force Majeure" means any event or circumstances which the parties could not foresee or avoid, including, without limitation, acts of God, actual or threatened war, insurrection, riots, strikes, civil action, decisions by governments or governing authorities, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, volcanic eruptions, earthquakes, hurricane, fire and all similar events outside either party's control. Each party will use commercially reasonable efforts to mitigate the effect of a force majeure event, but shall not be required to expend any sums or payments in connection therewith.

8. Business Identifiers. Neither party shall use the trade name, logos or trademarks of the other party and/or its products or services without the other party's prior written consent.

9. Non-Disparagement. The parties agree that they shall not at any time engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation, goodwill, or commercial interests of the other party. Notwithstanding the foregoing, nothing in this paragraph will prevent any person from making any truthful statement to the extent (i) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement or (ii) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction to order such person to disclose or make accessible such information. Each of the parties agrees to notify the other of any statement that is required to be made as provided in the preceding sentence. Such notice will be given as much in advance of the making of such statement as is reasonably possible.

10. Confidentiality, Data Protection and Injunctive Relief. During the term of this Agreement, either party and its employees, agents and representatives may receive or have access to confidential materials and information of the other party and/or its clients or customers, including but not limited to the terms of this Agreement; marketing, pricing, distribution and other business strategies; lists of, or any other information relating to, customers,

suppliers, dealers, agents or employees; any and all personal data or financial information of or relating to Affiliate Leads. All such materials and information in written, electronic and oral form, are referred to herein as “**Confidential Information**” and constitute the exclusive property of the applicable party and/or the Affiliate Lead. Each party shall keep strictly confidential, shall hold in confidence, and shall not disclose to any third party (except its employees, agents and representatives with the need to know) any Confidential Information of the other party. The parties shall use such Confidential Information only for the purpose for which it was disclosed, and only in the course of performing its duties or meeting its obligations under this Agreement. Each party shall be liable to the other for any breach of this Section by any of said party’s employees, agents and representatives, and agrees, at its sole expense, to use its best efforts to restrain the same from prohibited or unauthorized disclosures or use of the Confidential Information. The confidentiality obligations of this Section shall survive the expiration or termination of this Agreement until said Confidential Information becomes public knowledge.

The parties shall not use any Confidential Information (including without limitation the personal data of Affiliate Leads) for any purposes other than legitimate business purposes and shall never use personal data for marketing unless explicitly authorized by TRBS in writing. The parties shall use commercially reasonable standards for the protection of Affiliate Lead’s personal data, but in all circumstances shall comply with applicable privacy laws and regulations, including but not limited to the European Union’s General Data Protection Regulation (GDPR), California’s Consumer Privacy Act (CCPA) or California’s Invasion of Privacy Act (CIPA) (collectively, “**Data Protection Laws**”).

Without limiting either party’s remedies in any way, each party acknowledges and agrees that any actual or threatened breach of the confidentiality and non-use obligations in this Agreement relating to the Confidential Information would cause irreparable harm to the other party for which remedies at law would not be adequate. Therefore, in the event of any breach or anticipatory breach of this Section, either party shall be entitled to specific performance and other injunctive and equitable relief without limiting any of its other available rights and remedies.

11. Risk of Loss. Affiliate assumes the risk of incurring a loss if their compensation hereunder does not cover any expenses Affiliate incurs in performing this Agreement. Affiliate shall be solely responsible for any losses incurred by Affiliate or TRBS as a result of any mistakes, errors or omissions made by Affiliate in connection with its performance under this Agreement. Affiliate shall use their previously paid compensation to compensate TRBS for such loss, and further acknowledges and agrees that Affiliate may have to pay out-of-pocket for this loss if greater than the compensation amount. Affiliate shall contact TRBS immediately upon the discovery of any error or mistake committed by Affiliate.

12. Liability to Third Parties; Expenses. As an independent contractor, Affiliate is solely responsible for all expenses incurred by Affiliate, including but not limited to internet or communication charges, or any other expenses incurred in connection with Affiliate’s responsibilities and obligations under this Agreement. TRBS shall not be liable to any third party for any of TRBS’ acts or omissions, or the acts or omissions of Affiliate, any Customer or Affiliate Lead.

13. Expiration of Claims. Affiliate waives all claims for payment of Commissions, compensation, breach of contract, or any other claim against TRBS, regardless of its nature, if said claim is not made in writing within thirty (30) days of (i) the termination of this Agreement or (ii) the alleged breach of this Agreement, whichever is sooner.

14. Miscellaneous.

a. **Governing Law/Venue/Class Action Waiver.** This Agreement and all disputes in connection herewith shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Texas. You agree that you will only bring claims against TRBS in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. TRBS shall not in any case be liable except as expressly described hereunder.

b. Notices. Notices required or permitted under this Agreement shall be deemed given (i) upon delivery to the email addresses customarily used between the parties, or (ii) upon delivery to the receiving Party at the addresses set forth in the first paragraph of this Agreement, or such other address a Party may specify thereafter in writing to the other Party.

c. Survival. The terms and conditions of this Agreement which by their nature extend beyond termination of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

d. Assignment. Affiliate may not assign this Agreement or delegate any right or obligation without TRBS' prior written consent. This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

e. No Waiver. Either party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

f. Entire Agreement; Amendment. This Agreement (including any exhibits, schedules or addenda attached hereto) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings. Any amendments or modifications to this Agreement shall be done in writing and signed by authorized representatives of both parties.

g. Severability. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of this Agreement shall not be affected by such determination and shall be binding upon the parties and shall be enforceable as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

h. Drafting Roles. The parties have negotiated the terms of this contract and had the opportunity to consult with their own attorneys, and no term is to be construed against either party on the basis that the party drafted its language.

i. Electronic Execution. This Agreement may be executed and delivered by email, e-signature, or facsimile, and any electronic acceptance or signature on such email, e-signature, or facsimile shall have the same legal effect as manual, handwritten, wet-ink signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first above written date.