

I Agent Support Service Agreement

This SERVICES AGREEMENT ("Agreement") is entered into on as of the _____ day of _____, 20__ between Education Systems LLC, dba I Agent Support with its principal offices at 11038 Longdale Circle Sandy, Utah. 84092, hereafter sometimes referred to as I Agent Support and _____, an individual having his/her principal place of business or residence at: _____, here after sometimes referred to as "Agent."

RECITALS

WITNESSETH: Whereas, I Agent Support is a Independent Travel Agent Support Company in the business of providing direction and assistance in the sale of travel products for retail sale to groups and individuals; and

WHEREAS, The Agent is in the business of selling travel arrangements and tour packages; and

WHEREAS, I Agent Support can provide to the Agent products, services and support.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations of the parties hereinafter set forth, the parties to agree to the following:

AGREEMENT

1. Duties of I Agent Support. **HOW PRODUCTS WILL BE SUPPLIED. LISTING AND DESCRIPTION OF WHAT IS INCLUDE.**

I Agent Support agrees to provide preliminary sales support for all products/services listed on the said web site via email and phone.

I Agent Support agrees to collect all monies for said product/services. Methods of collection may be by credit card. I Agent Support will forward monies, as agreed upon, to the products/services included in the I Agent Support program.

I Agent Support will follow the following refund policy, which is: All monies paid by an individual will be refunded if the applicant notifies I Agent Support of cancellation or termination of his or her payment in writing within three business days after the individual has purchased for product. All notification of cancellation or termination should be sent to (support@iagentsupport.com).

2. Duties of Agent. **MAKE ARRANGEMENT THROUGH SAID SERVICES, PAY, ETC.**

TERM

The term of this Agreement shall be for one (1) year calculated in accordance with sections A, of this paragraph. This Agreement shall be automatically renewed for a term of one (1) year at the natural expiration of the initial term of this Agreement UNLESS one of the contracting parties serves written Notice of Intent Not to Renew upon the other party, thirty (30) days prior the expiration of the term of this Agreement.

- A. Calculation of Term. The term of this Agreement, for the determination of expiration, shall begin when on the date this agreement is signed and dated by both parties.

TRADEMARK

The agent shall not use for any purpose, including without limitation marketing or sales

efforts, the name of I Agent Support, Education Systems, TravelCampus, Tripltineries, or any other similar or related name used, owned or registered by I Agent Support, or Education Systems LLC. The Agent shall be solely responsible for providing services to its clients. The forgoing shall not preclude use of such names for the limited purpose as required and authorized by I Agent Support when dealing with outside vendors.

Confidential Information and Trade Secrets: I Agent Support owns certain property and confidential material and trade secrets including without limitation files, data base access, client lists, pricing information, electronic reproductions of data, data sources, and all files, books, records, manuals, accounts an other information, some of which may be provided to the Agent by I Agent Support in the course of performance of this agreement. The Agent agrees that all such information are the sole and exclusive property of I Agent Support.

The Agent agrees that any and all proprietary and confidential information, and trade secrets provided to it, whether or not inadvertently or indirectly, shall be held by the Agent in trust and as a fiduciary to I Agent Support and the Agent agrees that it shall not disclose, copy, publish or disseminate to any person or entity such information, and shall not sue for its own benefit, or for the benefit of any person or entity other than I Agent Support, such information, except to the extent authorized in writing by I Agent Support for the performance of this agreement.

Preservation of Reputation: The Agent will so conduct and operate its business and performance under this Agreement so as to reserve the business integrity, reputation, and good will of I Agent Support; and Agent shall refrain from all activity involving any risk of bringing the name or names used or owned by I Agent Support into disrepute or causing other harm thereto.

Hold Harmless: Agent specifically agrees to indemnify and hold harmless I Agent Support against any claims, demands, suits, actions, causes of action, costs, damages, and any liability of any kind and nature, which may arise from or out of the performance of this Agreement by the Agent, any performance or operation of the Agents business by the Agent or any of its employees, agents, contractors, or representatives, and for any other act or omission of the Agent or any of its employees, agents, contractors or representatives.

I Agent Support specifically agrees to indemnify and hold harmless Agent against any claims, demands, suits, actions, causes of action, costs, damages, and any liability of any kind and nature, which may arise from or out of the performance of this Agreement by I Agent Support, any performance or operation of the I Agent Support business by I Agent Support or any of its employees, agents, contractors, or representatives, and for any other act or omission of I Agent Support or any of its employees, agents, contractors or representatives.

Agent Relationship: This Agreement is not intended to create and shall not be construed to create any kind of agency, franchise, employment, partnership, joint venture, or other form of joint enterprise, it being understood that the Agent shall conduct its business at its own risk and expense and for its own account, in the status of an Agent and completely independent entity. Except as expressly provided herein, I Agent Support shall have and exercise no right or control or direction over the conduct, management, operation, form or affairs of the Agent business, and shall have an exercise no right to prescribe any plan or system of marketing with respect to the business of the Agent.

I Agent Support shall have no responsibility under this Agreement to provide assistance or training to the Agent in the operation, organization, management, marketing, promotional activities, affairs, or any other aspect of the business of the Agent. I Agent Support shall have no responsibility to provide or assist in providing any location or accounts for the Agent. This Agreement shall not be construed as constituting the Agent as and agent of I Agent Support for any purpose whatsoever. The Agent is not granted any right or authority

to assume or create any obligation or responsibilities, whether expressed or implied, on behalf or in the name of I Agent Support for to bind I Agent Support in any manner or thing whatsoever.

The Agent, shall be responsible for paying for itself and its employees all federal and state income taxes, FICA (social security), taxes, or any other applicable taxes and shall be responsible to maintain all applicable licenses, workman's compensation and all other coverage's required by law for the Agent and its employees. I Agent Support shall not be responsible for any of the forgoing on behalf of the Agent and shall not be responsible to provide any health insurance, workman's compensation or other benefits to Agent or its employees, agents or representatives.

The Agent shall be solely responsible for setting its own location and hours of business. Agent shall have no right under this agreement to use the premises, equipment or supplies of I Agent Support.

BILLING, COMPENSATION FULFILLMENT

I Agent Support will automatically charge the Agents credit card each month on or on the nearest business day the monthly I Agent Support service fee. I Agent Support will send notification, via mail or email of said charge.

If Agents credit card denied or payment is not available for any reason their I Agent Support account will automatically be suspended until payment is received. In the case of account suspension I Agent Support will notify Agent via email or telephone.

Pricing subject to change with 30 days notice.

TERMINATION

- A. This Agreement may be terminated by either party hereto, upon thirty (30) days prior written notice to the other party, in as such other party shall fail to perform in any material respect any of its obligations here under if such failure has continued for a period of thirty (30) days after written notice of such non-performance has been given to such non-performing party by the party electing to terminate this Agreement.
- B. The effective date of any termination of this Agreement shall not occur before the expiration of thirty (30) days from the last date of enrollment of any Agent enrolled, through/by I Agent Support, Inc.

LIMITED LIABILITY

Neither party shall be liable or obligated under any Article of this Agreement or under any contract, negligence, strict liability or other legal or equitable theory for any incidental, indirect, special, exemplary or consequential damages, lost profits or lost data or for the cost of procurement of substitute goods, technology or services, even if such party or its agent has been advised of the possibility of such damages.

SUCCESSORS AND ASSIGNS

This Agreement may not be assigned in whole or in part by Agent without the prior written consent of the other party. Each party may assign this Agreement to any acquirer of all or substantially all of its stock or assets, without restriction by this section.

NOTICES

All notices and other communications under this Agreement shall be given in writing and

shall be deemed duly given if mailed by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

If to I Agent Support:

Sharon Scott, CTC
I Agent Support
11038 Longdale Circle
Sandy Utah, 84092

If to the Agent:

The parties shall be responsible for notifying each other promptly in writing of any change of address.

CHARGES

I Agent Support requires a one time start-up fee to join I Agent Support. This fee provides a program that includes, as defined on the I Agent Support website (www.iagentsupport.com):

- Help Desk
- ASTA Membership
- Online Agency Web Service
- Web site hosting - Annual
- Weekly Chat Access
- "Expert Network" Access
- Vacation Coverage
- Training Discounts
- Product Discounts

The Agent will also pay a monthly charge for this service of \$80.00. automatic collection of monthly payment by credit card. To be billed on the business day closest to monthly anniversary of registration as indicated at the first of this agreement.

Access to host agency and Computer Reservation System are separate from I Agent Support and paid directly to the respective companies.

COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable to the fullest extent permitted by law.

GOVERNING LAW

This Agreement will be construed according to the laws of the State of Utah and any suit brought hereon must be brought in the state or federal courts sitting in Salt Lake County,

Utah, the parties hereby waiving any claim or defenses that such forum is not convenient. In the event you breach or threaten to commit a breach of this Agreement, the Company will, in addition to any other remedies available to it, be entitled to injunctive relief. We also agree that in the event of any litigation between the parties to enforce any rights, the unsuccessful party to such litigation will pay to the prevailing party all costs and expenses including, but not limited to attorney's fees and costs, actually incurred by the prevailing parties.

HEADINGS.

Headings or titles of the sections hereof are for convenience only and shall not be construed to modify or otherwise affect the terms hereof.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties hereto with regard to the subjects hereof and fully supersedes all prior agreements and understandings both written and oral. This agreement may not be modified orally or in any other manner except by an agreement in writing signed by both parties or their respective successors in interest.

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

I Agent Support agrees to provide Agent with direction and assistance in the sale of wholesale travel products for retail sale to groups and individuals as covered and outlined in this Agreement. The Agent shall be responsible for all charges for local communication, internet access, connectivity to Computer Reservation Systems as well as any hardware devices required for such.

The Agent shall pay a **MONTHLY** fee of \$80.00 to cover the cost of their participation in I Agent Support.

I Agent Support

By: _____
Sharon Scott
CEO, Education Systems LLC.

Agent

By: _____
Name: _____

Please complete the following for registration:

Name: _____
Business Name: _____
Address: _____
Address 2: _____
City/State/Zip: _____
Phone 1: _____
Phone 2: _____
Fax: _____
Email: _____

Name on Credit Card: _____
Billing Address of Credit Card: _____
City/State/Zip: _____
Credit Card Number: _____
Date of Expiration: _____