

## **DREAM TOURS AND INCENTIVES MANAGEMENT (DTIM) (“AGREEMENT”)**

This Agreement is between Dream Tours and Incentives Management Pty. Ltd. (DTIM) and .....(AGENT).... (**you, your**; and we and you together each being a **party** and together the **parties**). Capitalized terms used in the Agreement shall have the meanings set forth in Schedule 1 (Definitions and Interpretations).

### **1. Appointment**

1.1 We appoint you as our marketing partner under DTMS subject to the terms and conditions set out in this Agreement. As our marketing partner you shall actively market the Travel Services to Customers using the DTMS Portal in accordance with this Agreement and applicable law.

### **2. What we shall provide**

2.1 Subject to the terms and conditions of this Agreement, during the Term we shall provide you with access to:

- (a) the DTMS Portal and the Travel Services;
- (b) Package Rates;
- (c) a Manager’s DTMS Account through which you can make Bookings and invite your Representatives and third parties to be your Sub-Users;

2.2 Access to resources that we may make available from time to time, such as, by way of example only, ad hoc training on DTMS and how to use the DTMS Portal; access to Promotional Materials and Incentives. You acknowledge and agree that the DTMS Portal contains products, content and/or services owned, operated and/or provided by Travel Suppliers. Subject to the terms between us and/or our Group Members and such Travel Suppliers, certain products, content or services may be changed (enhanced, amended, suspended or removed) or may no longer be available for distribution through the DTMS Portal at any time without notice and without liability accruing to us.

### **3. Commissions**

3.1 In consideration for the marketing services, we shall pay you Commissions in accordance with the terms of this Agreement.

3.2 You shall not accrue or be entitled to Commissions until the following conditions precedent are satisfied:

- (a) you provide, and keep us updated with, accurate bank account or other payment-related data.
- (b) Commissions attributable to your Tracking Code exceeds the threshold of AUD100 or the equivalent amount in the currency relevant to you in the Territory if applicable, in aggregate in the 12 months after the first Consumed Booking (“**Twelve Months’ Period**”) unless otherwise agreed in writing. You shall not have a vested right to payment and the Commissions will be cleared at the end of each Twelve- Month Period if the Commissions does not exceed such threshold by then.

- 3.3 Commissions shall, unless otherwise set out in the Incentive Plan Page:
- (a) only be due once we (or our Group Members) have been paid for the relevant Booking in full;
  - (b) depend on your Tier status. Your Commission percentage is set out in the Incentive Plan Page;
  - (c) be paid monthly in arrears by the 30<sup>th</sup> of the month following the month in which the Booking is made or Consumed (as applicable) by means of electronic funds transfer to the bank account nominated by you as part of your DTMS Application;
  - (d) not be paid for:
    - (i) Void and cancelled Bookings;
    - (ii) Bookings for Travel Services that are not set out in the Incentive Plan Page;
    - (iii) bookings made outside of the DTMS Portal or which are not linked to your Tracking Code; and
    - (iv) Bookings made in respect of certain Suppliers, as DTMS shall notify you from time to time.
- 3.4 If we pay any Commissions by international bank transfers, we are only responsible for the fees relating to the sending of the transfer, and you are responsible for any other fees, including any fees relating to the receipt of the transfer.
- 3.5 In addition to our other rights and remedies, we may withhold or require you to refund us any amounts we may have overpaid to you in prior periods or for which you are otherwise liable including amounts paid for Void Bookings and Travel Taxes.
- 3.6 Commissions and any other amounts owed to you in accordance with this Agreement shall be paid in the Local Currency or such other currency as we determine from time to time. Currency which requires conversion shall be converted at the currency conversion rate published by our local bank (or such other reputable rate) at the time payment is made.

### ***Disputes***

- 3.7 You are responsible for checking both the accuracy of each Commissions statement and that the correct Commissions has been paid to you. If you (acting reasonably and in good faith) dispute any Commissions amounts you must notify us promptly (and no later than 90 days from the receipt of the Commissions) and provide reasonable supporting evidence. If you fail to raise a dispute in writing by this date, you will waive your right to dispute any Commissions amounts. Upon receipt of your notice, we shall investigate, and we and you shall negotiate in good faith to attempt to resolve the dispute promptly. If we are unable to resolve the dispute within 60 days of your notice of dispute, the dispute shall be resolved in accordance with clause 30 (Governing Law and Jurisdiction).

### ***Overrides or Incentives***

- 3.8 From time to time, we may offer you certain overrides or incentive payments in addition to any Commission. Such overrides or incentive payments may be set out in a separate notice to you.

#### **4. Rates**

- 4.1 You must only use the Rates in accordance with the terms and conditions of and for the purpose of this Agreement.
- 4.2 You shall not directly or indirectly share or disclose the Rates or any information regarding or relating to the Rates to any Travel Supplier or conflicting third parties.
- 4.3 You may not modify any Rates.
- 4.4 Where you receive access to any Package Rates, you must:
  - (a) not display or make available such Package Rates to Customers except as part of DTMS Member Package;
  - (b) only use an Approved Transport Component as the other component part of the DTMS Member Package;
  - (c) not display or otherwise communicate separate pricing of such Package Rates to Customers at any time during the customer journey including during the Booking or confirmation processes;
- 4.5 Should the Booking be cancelled prior to the Balance Due Date, no Commission shall be payable to you
- 4.6 If a Booking is cancelled under this clause, you shall, unless Customer expressly confirms that they do not require a new Booking, use all reasonable endeavors to make a New Booking for such Customer prior to the Balance Due Date. If the cost of the New Booking is higher than that of the original Booking, you shall be responsible for such additional cost

#### **5. Code of Conduct**

- 5.1 As a DTMS Member, you agree you shall:
  - (a) only use your DTMS Account to make Bookings on behalf of Customers in the relevant Territory;
  - (b) be responsible for and properly monitor and supervise any and all use of the DTMS Portal and your DTMS Account(s) by your Representatives and Sub-Users.
  - (c) ensure that your Representatives and Sub-Users are knowledgeable about the Travel Services
  - (d) safeguard your DTMS Account's access credentials, including the Tracking Code, and prevent any unauthorized use of the DTMS Account and/or the Tracking Code;
  - (e) access the DTMS Portal and the DTMS Account in accordance with the Acceptable Use Policy and any other guidelines or directions provided by us from time to time;
- 5.2 As a DTMS Member:
  - (a) under no circumstances shall you complete or attempt to complete any Bookings without the Customer's full knowledge and consent;

- (b) under no circumstances shall you act, omit to act or make any statements that may, in our reasonable opinion, or will adversely affect our or our Group Members' brand, reputation or goodwill or that of our Travel Suppliers;
- 5.3 You shall not misrepresent who you are acting for when contacting Customers including, without limitation, by leading Customers to believe that you are directly connected to any of the Suppliers.
- 5.4 You shall not directly contact any Suppliers outside of the DTMS Portal in relation to Bookings unless we expressly instruct you to do so. Any direct communications which you receive from Suppliers outside of the DTMS Portal should be referred immediately to us.
- 5.5 You shall not make Bookings other than in response to a specific request by a Customer. You also acknowledge that any Booking is between the Customer and the Supplier and may not be cancelled or otherwise amended by you without the consent of the relevant Customer.
- 5.6 You acknowledge that Group Bookings may not be made via the DTMS Portal. In the event you or a Customer requires a Group Booking, you shall notify us and follow the process stipulated by us. Any Group Booking made by you in breach of this clause may be cancelled by us and any applicable cancellation fees shall be borne by you.
- 5.7 We reserve the right to cancel any Booking in breach of the Customer Terms and Conditions, the Supplier Rules and Restrictions, or the terms of this Agreement.

## **6. Sub-Users**

- 6.1 Where you invite your Representatives and/or third parties to be your Sub-Users:
  - (a) you must ensure that your Sub-Users are bound by and comply with obligations that are at least equivalent to those imposed on you under this Agreement and shall procure that your Sub-Users enter into terms the same as or no less onerous than the Sub-User Terms of Use, as updated and notified to you from time to time;
  - (b) you are solely responsible for any compensation payable to your Sub-Users;
  - (c) you will be responsible for any amounts owed to us for Bookings made by your Sub-Users;
  - (d) you are liable for the acts and omissions of your Sub-Users; and
  - (e) upon becoming aware of a Sub-User's non-compliance with this Agreement or the Sub-User Terms of Use you will immediately notify us and suspend their access to the DTMS Portal.
- 6.2 You acknowledge and agree that we may suspend any Sub-User's access to the DTMS Portal in the event that it does not comply with this Agreement or the Sub-User Terms of Use.

## **7. Your Dealings with Customers**

- 7.1 Prior to concluding a Booking, you shall:
  - (i) communicate fully to the Customer and ensure that the Customer understands the description of the relevant Travel Service;

- (ii) ensure that the Supplier Rules and Restrictions and the Customer Terms and Conditions are displayed and/or communicated to the Customer either by providing them with a copy printed directly from the DTMS Portal or by incorporating the same into your own Customer-facing materials.
  - (iii) communicate fully to the Customer and ensure that the Customer understands all other information required by applicable law;
  - (iv) communicate fully to the Customer and ensure that the Customer understands the Travel Service is being provided by the relevant Supplier and not by us or You; and
  - (v) communicate fully to the Customer and ensure that the Customer understands their personal data shall be shared with us.
- (b) ensure that all of the data which is entered into the DTMS Portal is complete and accurate.

7.2 You shall obtain and retain evidence that the Customer has accepted the Customer Terms and Conditions and Supplier Rules and Restrictions. Unless we provide our prior written approval to the contrary, you shall neither modify the Customer Terms and Conditions and Supplier Rules and Restrictions nor make any verbal or written assurances or representations to a Customer which are additional to or contradict them, including around descriptions of the Travel Service or by promising that any special requests are met.

7.3 You acknowledge that:

- (a) the point at which a Booking is deemed to have been completed and shall form a binding agreement between the Supplier and the Customer shall be determined in accordance with the Customer Terms and Conditions; and
- (b) except as required by applicable law, our Suppliers may change the Supplier Rules and Restrictions, and we may change the Customer Terms and Conditions at any time without notice to you or Customers.

### ***Post-Booking Communications***

7.4 Following completion of Booking, we shall provide certain confirmatory details to you and/or to the Customer. You shall forward these to the Customer without making any modifications to the content as soon as possible but in any event within 24 hours of you receiving them. You may use the itinerary builder feature available on the Portal in order to do this.

## **8. Customer Support**

8.1 You shall be solely responsible for providing first line support to Customers for all issues related to Bookings. You shall provide such support promptly, using best commercial endeavors and in accordance with your policies and processes.

8.2 If you are unable to resolve an issue in line with the clause immediately above, then you shall contact us for second-line support via the telephone number listed on the DTMS Portal. In order to facilitate our second-line support, you shall promptly (without amendment or deletion) transmit to us all communications received from Customers relating to Bookings and pass all relevant communications from us to Customers.

8.3 In the event that a Customer either:

- (a) contacts us directly;
- (b) gets transferred to us (in error or otherwise); or

in relation to a Booking, our support shall be provided in accordance with our standard customer support policies set out on our DTMS Portal, as amended by us from time to time.

8.4 We may only contact a Customer in the following circumstances:

- (a) in the event of a travel emergency;
- (b) if we deem it is reasonably necessary in order to fulfil such Customer's Booking;
- (c) if you are in breach of this Agreement, as determined by us in our sole discretion; or

For the avoidance of doubt, we will never contact a Customer for marketing purposes.

### ***Complaints***

8.5 Where you receive a complaint from a Customer in relation to a Booking, you will notify us promptly and provide any documentation in relation to the Complaint as we may reasonably require. For any complaints related to Bookings which are made by or on behalf of a Customer and which cannot be resolved through your first line support, we shall use reasonable endeavors to assist you in resolving such complaint, including by facilitating discussions with the Supplier. If you fail to comply with any of the provisions of this Agreement relating to the Booking and confirmation process (including but not limited to compliance with the PTD), then we shall have no liability for any losses that you incur as a result of a complaint arising from breach of such provisions.

8.6 Notwithstanding anything to the contrary, you shall be responsible for any complaints made against you or any of your Representatives, and we shall have no responsibility or liability to deal with or resolve such complaints.

## **9. Intellectual Property**

9.1 Subject to the terms and conditions of this Agreement, we grant to you a non-exclusive, non-transferable, revocable, royalty-free license to use the DTMS Portal for the purposes of providing the marketing services contemplated under and to the extent permitted by this Agreement. You acknowledge that we own and retain all right, title and interest in and to the DTMS Portal.

9.2 During the Term, you grant us a worldwide, non-exclusive, royalty-free license to use your trademarks and branding in order to refer to the relationship between us in press communications or public representations, and you warrant and represent that your trademarks and branding do not violate, infringe or misappropriate any Intellectual Property or other proprietary rights of any person. Except as permitted under clause 15.3, you may not use our or our Group Members' trademarks and branding without first obtaining our prior written consent.

- 9.3 We may, from time to time, make Promotional Materials available to you. Where we do so:
- (a) we grant you a non-exclusive license to use the Promotional Materials in your premise and in accordance with our written instructions;
  - (b) we may revoke or amend this license at any time upon notice; and
  - (c) if we revoke such license, you shall return or destroy such Promotional Materials and provide written confirmation of the same.

## **10. Term and Termination**

- 10.1 This Agreement shall commence on the Effective Date and shall continue indefinitely until terminated by either party in accordance with the terms of this Agreement (the **Term**).

Either party may terminate this Agreement at any time upon not less than 30 days' written notice; or

- 10.2 We may terminate this Agreement immediately (or on the expiry of such other period as we may specify) upon written notice if you or your Representatives:
- (a) are not approved to be DTMS Members;
  - (b) commit a material breach of this Agreement;
  - (c) are found by us, in our sole discretion (acting reasonably), to be:
    - (d) misusing DTMS or the DTMS Portal; or
    - (ii) acting in a fraudulent, deceptive, non-genuine or illegitimate manner.

- 10.3 Immediately upon termination of this Agreement:
- (a) all licenses we have granted to you under this Agreement shall cease and we may immediately withdraw your access to the DTMS Portal and your DTMS Account;
  - (b) you shall return or destroy all Promotional Materials and provide written confirmation of the same; and
  - (c) you shall immediately remit payment of any amounts due in accordance with this Agreement.

## **11. Suspending your access**

- 11.1 We may immediately suspend your access to the DTMS Portal:
- (a) if you breach (or we reasonably anticipate you will breach) this Agreement;
  - (b) if we, in our sole discretion, believe it is necessary to prevent:
    - (i) any misuse of any of the DTMS Portal (including any Rates); or
    - (ii) the DTMS Portal being used in a way which creates a harm or financial detriment to us or our Group Members (including a significant or unusual increase in the number of Void Bookings or risk of fraudulent transactions); and/or
  - (c) if your DTMS Account is inactive for more than twelve months.

11.2 We shall notify you as soon as reasonably practicable where we take action pursuant to this clause.

**12. Confidentiality**

12.1 Each party shall keep the other's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purposes of this Agreement; or
- (b) disclose such Confidential Information (in whole or in part) to any third party, except to its Representatives, sub-contractors, professional advisors and Group Members, each of whom has a need to know the Confidential Information in connection with this Agreement and provided that it shall procure that such persons comply with these confidentiality obligations.

**SIGNATURES SIGNED BY:**

For and on behalf of .....(AGENT).....

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
**SIGNED BY:**  
For and on behalf of **DREAM TOURS AND INCENTIVES MANAGEMENT**



\_\_\_\_\_  
Name: Doddy Purwoko  
Position: CEO

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