

## AGENT AGREEMENT

This Agent Agreement (“Agreement”) is made on this \_\_\_ day of \_\_\_\_\_, 2009, by and between Krascar International Travel Club, Inc (hereinafter referred to as “Company”) located at **1162 St Georges Ave Ste# 293, Avenel NJ 07001, USA** and \_\_\_\_\_ (hereinafter referred to as “Agent”) with offices at \_\_\_\_\_

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**WHEREAS**, Company is in the business of providing international translations of =drivers licenses, owns and provides Internet and Web access, web server, personal website and related products and services (“Services”);

**WHEREAS**, Agent desires to market the Services to its existing and potential customers on non-exclusive basis (“Customer” or, collectively, "Customers");

**NOW THEREFORE**, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### I. Agent’s Obligations

1.1 Agent shall use its best efforts to market and sell the Services to Customers and shall not market or sell any other products or services which are the same as or similar to the Services provided by Company. Agent shall ensure that each Customer is aware of its obligation to execute an agreement with Company as is more fully described in paragraph 2.1 below. All customer applications shall be stored with Agent for the benefit of the Company and a copy to be forwarded to Company together with all of the supporting documentation (i.e. valid drivers license, proof of age, nationality etc.) All customer applications and agreements shall remain property of Company.

1.2 Agent shall be solely responsible for any expenses associated with marketing and distributing the Services and shall submit all promotional, marketing and advertising materials to Company for review and approval prior to any use or dissemination. Company, in its sole discretion, reserves the right to request in good faith that Agent alter such materials to conform to Company’s requirements regarding dissemination of information about Company and/or the Services provided hereunder.

1.2.1 Agent shall not use any and all trademarks, trade names, service marks, logos or corporate names of Company or any of its affiliates ("Marks") without Company's express prior written consent. Such Marks are and shall remain the exclusive property of Company and Agent has no rights therein.

If Agent is unable or unwilling to comply with the provisions of this paragraph, Agent shall cease all use of the Marks. Company reserves the right to review any and all of Agent's use of the Marks to determine if such use is in compliance with this paragraph. Violation of this provision shall entitle Company to immediate injunctive relief in addition to any other legal rights and remedies available to it.

1.4 Agent understands and shall inform Customers that provision of Services is dependent upon Customers agreeing and adhering to Company's Acceptable Usage Policy which is available on Company's website located at [www.IDLAgent.com](http://www.IDLAgent.com) and which may be modified or amended from time to time by Company. Company reserves the right, from time to time, to change its policies and procedures without notice. Agent acknowledges and accepts the understanding that Company is merely translating government issued licenses and doesn't represent to any customer that any translation is to be used as a government issued license. Customer must provide Agent with valid documentation but Company is not expected to verify the validity of such documents. Customer must sign disclaimer as represented on the Company's website or the application.

## **II. Company's Obligations**

2.1 Company shall provide Services to Agent on non-exclusive basis. Company will provide Services to Customers who properly execute the Service Agreement. In addition, Company will provide Agent with provisioning and billing in accordance with its standard practices for such services.

2.2 Company reserves the right to reject any Customer on the basis of its standards of conducting business or terminate Services to any Customer if it determines, in its sole discretion, that Customer is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Company in any way.

2.3 Company reserves the right to adjust its rates upon seven (7) days notice to Agent. Agent shall have the right to terminate this Agreement upon five (5) days prior written notice. Failure to request such termination shall constitute an acceptance of such change in prices by Agent.

2.4 Company will provide Agent with training as it deems necessary to enable Agent to properly market and sell the Services to Customers.

## **III. Payments**

3.1 Agent commissions are the difference in the price Company charges Agent and Agent charges the customers. The fee schedule could be prepared and attached to this agreement if necessarily.

3.2 All payments are to be transferred to Company once an order has been placed and payments have been processed. No application or order will be processed without full payment from customer.

#### **IV. Term and Termination**

4.1 The initial term of this Agreement shall be one (1) year from the date of this Agreement as set forth above. Thereafter this Agreement shall automatically renew on a yearly basis unless otherwise terminated as set forth herein.

4.2 Company may suspend or terminate Services, or any portion thereof, or this Agreement may be terminated upon one of the following events:

4.2.1 A material breach of this written Agreement by Agent (other than the payment of amounts due hereunder) and Agent fails to cure the breach within thirty (30) calendar days after written notice of the breach.

4.2.2 A failure by Agent or Customer to pay any amounts when due to Company.

4.2.3 Agent or Customer suffers any adverse financial change or takes or suffers any action as a result of its indebtedness, including without limitation an action in bankruptcy, an assignment for the benefit of creditors, the appointment of a receiver or trustee or the liquidation of all or substantially all of its assets or Company determines that Agent or Customer is not creditworthy;

4.2.4 Upon a determination by any governmental authority with jurisdiction over the parties that the provision of the Services under this Agreement is contrary to existing laws, rules or regulations.

4.2.5 The passage or adoption of any law, rule or regulation that in the reasonable judgment of Company will make it materially more expensive or difficult to provide the Services under this Agreement.

4.2.6 Either party may terminate this Agreement upon sixty (60) days written notice prior to the expiration of the initial or any renewal term.

4.3 **Consequences of Expiration or Termination.** Upon the termination of this Agreement for any reason, Company will be entitled to immediately cease providing Services. All amounts due to Company will become immediately due and payable upon such termination. All orders, applications, agreements will be immediately transferred to Company. Notwithstanding the termination of this Agreement for any reason, the provisions of this Agreement that by their nature survive termination will continue to apply.

## V. Confidentiality

5.1 **Confidentiality.** Agent acknowledges that during the course of this Agreement, it may acquire information regarding Company or its affiliates, its business activities and operations or those of its customers and suppliers, and its trade secrets including without limitation its customer lists, prospective customers, rates, network configuration, traffic volume, financial information, computer software, service, processes, methods, knowledge, research, development or other information of a confidential and proprietary nature (hereinafter “Confidential Information”).

Agent shall hold such information in strict confidence and shall not reveal the same. Agent agrees to limit access to such Confidential Information to employees, agents or representatives who have a need to impending or existing violation of these confidentiality provisions would cause Company irreparable injury for which it would have no adequate remedy at law, and agree that Company may be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

5.2 **Non-Solicit.** During the term of this agreement, and for a period of three (3) years following the termination of this agreement, Agent (including any office, director, shareholder, employee or representative of agent) will not directly, or indirectly, on Agent’s own account or as an employee, consultant, partner, owner, officer, director, or stockholder or any other firm, partnership, or corporation, in any way directly, knowingly, divert, solicit or interfere with any of the customers, or agent or hire any personnel of Company or any associated partner, or entity, and not interfere with the contractual relations of any customer, sales person, agent or independent contractor earning commissions for Company and agree that any and all such knowledge gained through your relationship with Company is confidential unto Company and agree that such knowledge shall not be used for any purpose, whether personal, business, or any other party of entity, You expressly agree that you shall never at any time following your association with Company use or cause the use of the names or any other information regarding any Company customers in any sales effort of any type whatsoever.

If Agent violates this section the Company will have the option to terminate this agreement or give Agent a penalty fee decided by the Company.

## VI. General Provisions

6.1 **Force Majeure.** Company shall not be liable for service interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the Company’s reasonable control.

**6.2 No Warranties.** All Services provided by Company are provided “as is.” Company makes no warranties, express or implied, including without limitation warranties of merchantability, no infringement or fitness for a particular use or purpose.

**6.3 Limitation of Liability.** In no event shall Company be liable to Agent or Customer or any third party in any respect including without limitation for any direct, indirect, incidental, consequential, exemplary, punitive, reliance or special damages, or for any loss of revenue, profits, use, data, goodwill or business opportunities of any kind or nature whatsoever, arising in any manner from this Agreement and the performance or non-performance of any obligations hereunder whether based in contract, tort or other legal theory.

**6.4 Indemnification.** Agent shall indemnify and hold Company harmless for any and all claims or damages which may arise out of (i) any fraudulent usage of the Service by Agent or Customers including without limitation any violation of Title 18 of the United States Code and/or the Telecommunications Act of 1996 or any other applicable law, rule or regulation, (ii) any misuse of Company’s Marks as defined herein; (iii) any and all acts or omissions which in any way misrepresent or harm Company or any Company services; or (iv) breach of any provision of this Agreement. In addition, Agent shall indemnify and hold Company harmless for any and all claims and damages arising out of claims by its Customers. Furthermore, Agent agrees to defend, indemnify and hold Company and its other Agents and contractors harmless from and against all claims and demands for Agents' or sub-Agents' misrepresentations of products or services, fraud or any unlawful act, obligations, and liabilities for injury and death of persons. Loss or damage to property, and all expenses and cost in connection therewith, including attorney's fees, and court costs arising out of Agent's negligent acts or omissions under this agreement. Further, Agent holds Company harmless and assumes complete responsibility for all subcontractors, marketing Agents, sales representatives, and employees utilized by Agent in the sales and support of the sale and maintenance of Company services and products, including the payment of commission, fees, bonuses, and salaries to persons not contracted with Company shall be the sole responsibility of Agent.

**6.5 Independent Contractors.** It is expressly understood that the parties hereto are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed to be employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act on behalf of the other in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other party except to the extent and for the purposes expressly provided for and set forth herein.

**6.6 Waiver.** The failure of either party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, will not constitute a permanent waiver of any term or condition of this Agreement, and this Agreement and each of

its provisions will remain at all times in full force and effect until modified by both parties in writing.

**6.7 Amendment and Modification.** This Agreement shall not be valid until signed and accepted by a signatory duly authorized to legally bind the parties hereto. No change, amendment, modification, termination or attempted waiver of any of the provisions set forth herein shall be binding unless made in writing and signed by a duly authorized representative of both parties hereto, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

**6.8 Assignment.** Agent will not assign this Agreement or any rights under this Agreement without the prior written consent of Company, which consent will not be unreasonably denied or withheld. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

**6.9 Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. All notices required under this Agreement shall be addressed as follows:

If to Company: **Krascar International Travel Club Inc.**  
Address: **1162 St. Georges Ave Ste# 293**  
City/State/Zip: **Avenel, NJ 07001 USA**  
Attention: **Alla Sidersky**

If to Agent: Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Attention: \_\_\_\_\_

*Notices:* Any notice to be given to Agent shall be through the Company's Web site or E-mail and shall be deemed to have been given on the same day as which it was posted, Any notice specific to an agent to contractual breaches shall be mailed via US Mail. (Email or mail as in 6.9)

Either party may change its address specified above by giving the other party notice of such change in accordance with this paragraph.

**6.10 Jurisdiction.** This Agreement and the relationship between the parties hereto will be governed by the laws of the State of New York. Both parties consent to said exclusive



jurisdiction and venue in the courts of New York. All disagreements and questions as to its interpretations, performance and enforcement and the rights and remedies of the parties hereunder shall be determined in accordance with the laws of the state New York. Should any provisions contained in this agreement violate the laws of any state in which this agreement is to be performed, parties mutually and knowingly agree that any suit arising out of or relating to this agreement shall be filed and adjudicated in the state of New York.

**6.11 Severability.** In the event a court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

**6.12 Headings.** The article and paragraph headings used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement and the terms and provisions herein.

**6.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

**6.14 Entire Agreement.** This Agreement, including any exhibits attached hereto, sets forth the entire agreement and understanding of the parties hereto and supersedes and merges any and all prior proposals, negotiations, representations, agreements, arrangements or understandings, both oral and written, relating to the subject matter hereof.

The parties hereto have not relied on any proposal, negotiation or representation, whether written or oral, that is not expressly set forth herein.

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

**KRASCAR INTERNATIONAL TRAVEL CLUB INC.**

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A. Sidersky 

By: **Alla Sidersky**  
Title: **President**

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By:  
Title: