

TERMS AND CONDITIONS

The applicant ("Applicant") whose name appears on the TravelBenefits Application for pre-paid travel deduction on the reverse side of this page ("Application") understands that the Application, along with these Travel Savings Plan Terms and Conditions, constitutes a binding contract between Applicant and TravelBenefits, Inc., a Texas corporation ("TBS").

1. RELATIONSHIP. Applicant understands that TBS is not Applicant's employer, but is an independent, full-service vacation travel agency engaged in the general business of managing pre-paid travel purchases on behalf of individuals and companies. Such services include planning, reserving, ticketing, and purchasing travel vacations, as well as providing other ancillary services with all modes of domestic and international passenger transportation, lodging, tours, excursions, and events with transportation and tour providers worldwide ("Pre-paid Travel Services").

2. SAVINGS PLANS. Applicant desires that TBS provide Applicant the option to participate in a pre-paid travel savings program in which Applicant may make after-tax contributions via automatic payroll deduction, bank draft, or credit card draft into a travel savings account, with an option to establish a Benefit Plan or Reward Plan (defined below), according to Applicant's selections on the reverse side of this page. In return for TBS' provision of administrative services as set forth herein and as set forth on the TBS web site (www.travelbenefits.com), Applicant agrees to these Terms and Conditions. The general terms of the Travel Savings Plan are as follows: (i) the creation of a travel savings account for Applicant in which all monetary contributions by and/or for Applicant are aggregated for the eventual purchase of Pre-paid Travel Services ("Applicant's Account"); (ii) a private web site, containing periodic summaries, for Applicant to monitor Applicant's Account; (iii) Pre-paid Travel Services to Applicant as stated on TBS' web site, which are subject to change at any time; and (iv) providing Applicant access to discount travel packages from TBS.

A. Benefit Plan: In addition to the Travel Savings Plan, Applicant can add the Benefit Plan, which includes: (i) all the benefits of the Travel Savings Plan; (ii) the TravelBenefits Roadside Assistance Program*; and (iii) the TravelBenefits Travel Insurance Program*. The fee for the Benefit Plan is \$50 per year, and the product and terms of such plan are subject to change.

B. Reward Plan: Applicant may also add the Reward Plan, which includes: (i) all the benefits of the Benefit Plan; and (ii) the TravelBenefits Frequent Flier Miles Program*. The fee for the Reward Plan is \$100 per year, and the product and terms of such plan are subject to change.

3. TERM. Applicant's participation in the Travel Savings Plan, Benefit Plan, or Reward Plan shall continue so long as Applicant's Account maintains a positive balance, or, if a zero balance, so long as Applicant is enrolled in and has timely paid the annual fee for the Benefit Plan or Reward Plan.

4. TERMINATION. Applicant may terminate Applicant's participation in the Travel Savings Plan, Benefit Plan, or Reward Plan, and have the balance of Applicant's Account refunded to Applicant, subject to a fee of \$50 or 15% of Applicant's Account balance, whichever is higher. In the event that Applicant abandons the program by, within any calendar year, failing to make any contributions to Applicant's Account or failing to purchase any Pre-Paid Travel Services, a maintenance fee of \$50 shall be deducted from Applicant's Account. However, if Applicant is enrolled in and has timely paid the annual fee for the Benefit Plan or Reward Plan, no such fee shall be deducted. Applicant understands and acknowledges that any employer contributions, as described below, may not be withdrawn from Applicant's account in the event the Savings Plan is terminated.

5. EMPLOYER CONTRIBUTIONS. Applicant understands that Applicant's employer may make other contributions into Applicant's Account, either through matching or other contributions ("Employer Contributions"), and that such contributions may be subject to vesting or other conditions that may not make such contributions immediately redeemable. Applicant agrees to hold TBS harmless from any failure on Applicant's employer's part to make Employer Contributions and/or to honor any vesting schedule or other conditions precedent to Applicant's receipt of such contributions. Applicant understands and acknowledges that, to be eligible for Employer Contributions that vest over time, Applicant must at a minimum open a Travel Savings Plan and make the minimum periodic contribution set forth on the reverse side of this form.

6. PAYMENT. Applicant's contributions to Applicant's Account shall be via deduction as indicated on the reverse side of these Terms and Conditions. Applicant hereby agrees to pay, and authorizes TBS to deduct, all transaction, service, maintenance, cancellation, annual and termination fees associated with the services provided by TBS via deduction from Applicant's Account. If the outstanding balance in Applicant's Account is insufficient to pay any fees due, Applicant authorizes such fees to be deducted from Applicant's credit card or bank account as set forth on the reverse side of

these Terms and Conditions, if applicable. Applicant understands that it remains Applicant's ultimate responsibility to pay all transaction, service, maintenance, cancellation, annual and termination fees incurred by Applicant, and that if Applicant's employer pays any such fees on Applicant's behalf, such payment will not discharge Applicant's obligation to pay such fees in the future.

7. FUNDS HANDLING. Applicant understands that TBS will be holding all contributions on Applicant's behalf, whether by Applicant or Applicant's employer, for Applicant until Applicant applies those funds to purchase Pre-paid Travel Services. Applicant understands and agrees that Applicant's funds will be held by TBS, that TBS has the right to invest those funds, and that interest will be paid to Applicant with respect to such funds in the form of a travel discount off travel purchases. Any interest for travel discounts will not be refunded in cash if the savings plan is terminated. The amount of interest credited and restrictions to the travel discounts are subject to change and set forth on the TBS web site at www.travelbenefits.com.

8. INFORMATION. Applicant understands that the information set forth on the reverse side of this page may be shared with Applicant's employer and travel vendors and suppliers with which TBS does business, and that Applicant's contributions to and balance of Applicant's Account may be shared with Applicant's employer.

9. DISCLAIMER. Applicant acknowledges that TBS, in providing travel services of any nature to Applicant, acts solely in the capacity as the agent for the supplier of the travel services. TBS does not guaranty or insure the services to be provided by any supplier. TBS assumes no responsibility for actions beyond the control of TBS in connection with travel services. Neither TBS nor Applicant's employer is responsible or liable for, and Applicant holds TBS and Applicant's employer harmless from, any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, or any consequences which may be occasioned through the neglect, or default, or any other act or inaction of any supplier, nor from any acts of nature or other occurrences beyond the control of TBS or Applicant's employer related to Applicant's use of any travel services provided by TBS.

10. LIMITATION ON LIABILITY. Applicant acknowledges that TBS is not responsible for ensuring that Applicant's employer properly deposits the correct amount from Applicant's paychecks (if applicable), that Applicant receives the correct amount of any Employer Contributions due Applicant (if applicable), or that Applicant's employer properly adheres to any particular vesting schedule (if applicable) for any matched funds or contributions. Applicant agrees not to institute any legal action whatsoever against TBS or its related entities based upon, and to hold TBS and its related entities harmless from, Applicant's employer's failure to make any payment into Applicant's Account and/or any dispute regarding the appropriate vesting schedule of any Employer Contributions.

11. GOVERNANCE AND ARBITRATION. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Texas. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to resolve such disputes by arbitration before a single arbitrator in Dallas County, Texas, administered by the American Arbitration Association in accordance with its Expedited Procedures for its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof pursuant to applicable law.

12. GENERAL LEGAL MATTERS. Applicant acknowledges that no promises have been made to Applicant by TBS other than what is set forth in these Terms and Conditions, and that for any other promises to be binding upon TBS, such promises must be made in writing and signed by TBS' Chief Executive Officer. A waiver of any part of this Agreement by TBS will not be a waiver of any other part. TBS may assign this Agreement in whole or in part without notification to Applicant. If any portion of this Agreement is held to be invalid or unenforceable by a court, the balance of the Agreement will continue to be valid and enforceable. TBS will send all communications to the email address or physical address, as requested, on the reverse side of this page. Applicant agrees that it is Applicant's responsibility to notify TBS of any changes to Applicant's address, telephone number, and email address to ensure that Applicant gets timely notifications from TBS.

* The terms and conditions of the Roadside Assistance, Frequent Flier Miles, and Travel Insurance Program are set forth on the TBS web site, www.travelbenefits.com

Application for Payroll Deduction

* Required Information

*Employee Information			
First Name		Middle Name	
Last Name			
Date of Birth (MM/DD/YYYY) / /	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Start Date at Company (MM/DD/YYYY) / /	Social Security Number — — —
Email Address Home Work			
Home Address			Apartment
City	State	Zip Code	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single
Home Phone	Work Phone	Name of Spouse	Number of Dependents
*Employer Information			
Name of Employer			
Local Employment Address			
City	State	Zip Code	
Traveler Information			
When do you take vacations? (Check all that apply) <input type="checkbox"/> Winter <input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall		How far do you travel for your vacation? (Check all that apply) <input type="checkbox"/> City <input type="checkbox"/> State <input type="checkbox"/> Region <input type="checkbox"/> Domestic <input type="checkbox"/> International	
What type of vacation do you desire? (Check all that apply) <input type="checkbox"/> Family <input type="checkbox"/> Couples <input type="checkbox"/> Singles <input type="checkbox"/> Adult <input type="checkbox"/> All Inclusive <input type="checkbox"/> Honeymoon		What type of transportation do you desire? (Check all that apply) <input type="checkbox"/> Drive <input type="checkbox"/> Fly <input type="checkbox"/> Cruise <input type="checkbox"/> Tour <input type="checkbox"/> Bus	
What type of accommodations do you prefer? (Check all that apply) <input type="checkbox"/> Hotel <input type="checkbox"/> Condo <input type="checkbox"/> House <input type="checkbox"/> Villa <input type="checkbox"/> Resort		What level of accommodations do you prefer? (Check all that apply) <input type="checkbox"/> Economy <input type="checkbox"/> Moderate <input type="checkbox"/> First Class <input type="checkbox"/> Deluxe <input type="checkbox"/> Luxury	
What destinations do you prefer? (Check all that apply) <input type="checkbox"/> Continental US <input type="checkbox"/> Hawaii <input type="checkbox"/> Mexico <input type="checkbox"/> Caribbean <input type="checkbox"/> Alaska/Canada <input type="checkbox"/> Europe <input type="checkbox"/> Africa <input type="checkbox"/> Australia <input type="checkbox"/> South Pacific <input type="checkbox"/> Asia <input type="checkbox"/> South America			
What activities do you include in your vacation? (Check all that apply) <input type="checkbox"/> Beach <input type="checkbox"/> Theme Parks <input type="checkbox"/> Outdoors <input type="checkbox"/> Fishing <input type="checkbox"/> Golf <input type="checkbox"/> Sporting Events <input type="checkbox"/> Snow Sports <input type="checkbox"/> Water Sports <input type="checkbox"/> Tennis <input type="checkbox"/> Gambling <input type="checkbox"/> Auto Racing			
*Program Type			
<input type="checkbox"/> Savings Plan Free Pre-paid travel savings plan for discount travel			
<input type="checkbox"/> Benefit Plan \$50 Annual Fee Savings Plan plus roadside assistance and travel insurance			
<input type="checkbox"/> Reward Plan \$100 Annual Fee Benefit Plan plus airline miles with every TravelBenefits purchase			
*Payroll Savings Plan			
Date of First Deduction _____ Contribution Amount (Select pay period and corresponding amount.)			
<input type="checkbox"/> Weekly <input type="checkbox"/> \$5 <input type="checkbox"/> \$10 <input type="checkbox"/> \$20 <input type="checkbox"/> \$40 <input type="checkbox"/> \$60 <input type="checkbox"/> \$80 <input type="checkbox"/> Other \$ _____ (Any Amount Desired Over \$5)			
<input type="checkbox"/> Bi-Weekly <input type="checkbox"/> \$10 <input type="checkbox"/> \$20 <input type="checkbox"/> \$40 <input type="checkbox"/> \$80 <input type="checkbox"/> \$120 <input type="checkbox"/> \$160 <input type="checkbox"/> Other \$ _____ (Any Amount Desired Over \$10)			
<input type="checkbox"/> Semi-Monthly <input type="checkbox"/> \$10 <input type="checkbox"/> \$20 <input type="checkbox"/> \$40 <input type="checkbox"/> \$80 <input type="checkbox"/> \$120 <input type="checkbox"/> \$160 <input type="checkbox"/> Other \$ _____ (Any Amount Desired Over \$10)			
<input type="checkbox"/> Monthly <input type="checkbox"/> \$20 <input type="checkbox"/> \$40 <input type="checkbox"/> \$80 <input type="checkbox"/> \$160 <input type="checkbox"/> \$240 <input type="checkbox"/> \$320 <input type="checkbox"/> Other \$ _____ (Any Amount Desired Over \$20)			
*Authorization			
I have read, understand, and agree to each and every term and condition listed on the back of this form. I hereby authorize my employer as named above to deduct payments from my payroll in accordance with the deduction schedule designated above and to remit those payments to TravelBenefits or its designated agent. I further authorize TravelBenefits to deduct from my travel purchase account balance any outstanding fees associated with the terms and conditions on the reverse side of this form.			
Employee Signature			Date
TravelBenefits Use Only			
Account Executive Name	Account Executive Signature	Account Executive ID	Date