

## **Adventures by Disney Travel Agency Commission Program Effective January 1, 2026**

1. **Definitions.** For purposes of this Adventures by Disney Travel Agency Commission Program, the following terms shall have the following meanings:

A. **“AbD Land Packages”** means the land packages, including escapes, that are promoted and sold by Disney and described in the *Adventures by Disney* brochure and/or on the *Adventures by Disney* website, excluding optional package add-ons, and pre- and post-night rooms and, for the avoidance of doubt, airfare to and from the destination.

B. **“AbD River Cruise Packages”** means the river cruise packages that are promoted and sold by Disney and described in the *Adventures by Disney* brochure and/or on the *Adventures by Disney* website, excluding optional package add-ons, and pre-and post-night rooms and, for the avoidance of doubt, airfare to and from the destination.

C. **“AbD Vacation Packages”** means AbD Land Packages, and AbD River Cruise Packages.

D. **“Agency”** means a retail travel agency operating under a single IATA, CLIA, ARC or TIDS number or business license.

E. **“Agency Revenue”** means, without duplication, the sum of Vacation Package Revenue, Pre-Post Night Room Revenue and Travel Insurance Revenue, computed on an end of calendar year basis from the prior year (e.g., For 2026, Agency Revenue from 2025 is used).

F. **“Air Revenue”** means revenue from airfares purchased through Disney in conjunction with an AbD Vacation Package to and from specified airports associated with such AbD Vacation Package.

G. **“Commission Rate”** means:

For all AbD Vacation Packages: Based on the following Agency Revenue levels, Disney will pay the associated commission rate to Agency as determined by Disney from time to time in its sole discretion:

<u>Agency Revenue Level</u>	<u>Commission Rate</u>
Less than \$35,000:	10%
\$35,000-69,999:	13%
\$70,000-129,999:	14%
\$130,000-249,999:	15%
\$250,000 or greater:	16%

Air Revenue and any other amounts specified as non-commissionable by Disney: Disney will not pay any commission.

H. **“Disney”** means collectively Adventures by Disney Travel Services, Inc. and Walt Disney Travel Co., Inc.

I. **“Pre-Post Night Room Revenue”** means the aggregate pre- and post-night room revenue generated by Agency, and recognized by Disney, in connection with the sale of AbD Vacation Packages for which a guest has actually traveled on an AbD Vacation Package, excluding: (i) government taxes and fees; (ii) any amount specified as non-commissionable by Disney; (iii) airfare, ground or baggage transfers, any amenities, or air deviation fees or other related fees or taxes; (iv) optional package add-ons, (v) travel insurance premiums; and (vi) other applicable discounts, credits or adjustments, as determined by Disney in its sole discretion.

J. **“Program”** means this Adventures by Disney Travel Agency Commission Program.

K. **“Systems”** shall mean computer, accounting and other systems.

L. **“Travel Insurance Revenue”** means the aggregate Vacation Protection Plan (as described in the *Adventures by Disney* brochure and on the *Adventures by Disney* website) revenue generated by Agency, and recognized by Disney, in connection with an AbD Vacation Package reservation for which a guest has actually traveled on an AbD Vacation Package, excluding: (i) government taxes and fees; (ii) any amount specified as non-commissionable by Disney; (iii) airfare, ground or baggage transfers, any amenities, or air deviation fees or other related fees or taxes; (iv) optional package add-ons; (v) pre- and post-night room revenue; and (vi) other applicable discounts, credits or adjustments, as determined by Disney in its sole discretion.

M. **“Vacation Package Revenue”** means the aggregate revenue generated by Agency, and recognized by Disney, in connection with the sale of AbD Vacation Packages for which a guest has actually traveled on an AbD Vacation Package, excluding: (i) government taxes and fees; (ii) any amount specified as non-commissionable by Disney; (iii) airfare, ground or baggage transfers, any amenities, or air deviation fees or other related fees or taxes; (iv) optional package add-ons; (v) pre- and post-night room revenue; (vi) travel insurance premiums; and (vii) other applicable discounts, credits or adjustments, as determined by Disney in its sole discretion.

2. **Initial Commission Rate.** Agency’s initial Commission Rate to be paid to Agency by Disney will be determined by Disney in its sole discretion based on the aggregate Agency Revenue in the immediately preceding calendar year.

3. **End of calendar year recalculation of Commission Rate.** At the end of each calendar year, Disney will review the aggregate Agency Revenue recognized by Disney during such calendar year to determine whether Agency’s Commission Rate should be increased or decreased the following year and will notify Agency of any adjustment to Agency’s Commission Rate subject to the following guidelines:

A. Agency’s new Commission Rate will apply to Agency Revenue (where Agency Revenue levels impact Commission Rate) after the effective date of the new Commission Rate (the “Effective Date”). Any AbD Vacation Package reservations for the same itinerary and same departure date that are canceled and rebooked after the Effective Date will be subject to the Commission Rate in effect as of the original booking date.

B. The new Commission Rate will not apply to any specially negotiated commission rate agreements between Disney and Agency such as those where the commission rate is

specified based on a contracted departure date and subject to specific performance requirements. Otherwise, all Agency Revenue generated under group contracts will be counted in the recalculation to determine if commission rates should be increased or decreased.

C. The end of year recalculation of the Commission Rate shall be based on aggregate Agency Revenue recognized by Disney in the calendar year commencing on January 1, 2026 and ending on December 31, 2026.

**4. Independent Contractor.** Agency is not authorized to create any obligation or responsibility on Disney's behalf or in Disney's name or authorized to bind Disney in any manner or make any representation, warranty, covenant, agreement or commitment on Disney's behalf, or accept payment for Disney or take any other action on Disney's behalf. The relationship between Disney and Agency is that of independent contractor.

**5. Modification of Program.** Disney may, at any time, in its sole discretion and without notice, amend, change or cancel any element or aspect of this Program, including, but not limited to, raising the levels of revenue that must be generated to become eligible for each Commission Rate, lowering the Commission Rates, eliminating the Program entirely, eliminating or changing any definitions used herein, including, but not limited to, the definition of "Agency Revenue," "Vacation Package Revenue," "AbD Vacation Packages," "AbD Land Packages," "AbD River Cruise Packages," and "Travel Insurance Revenue" or making any other change deemed appropriate by Disney in its sole discretion.

**6. Consolidation of Multiple Agency Revenues.** Agency may not combine its revenues with the revenues of other travel agencies without the prior written consent of Disney, which consent may be withheld by Disney in its sole discretion.

**7. Systems.** Agency and Disney each employ Systems to record and measure revenues (including Vacation Package Revenue, Pre-Post Night Room Revenue and Travel Insurance Revenue), which Systems may employ different methodologies and techniques and may vary in their accuracy. All revenue amounts shall be conclusively determined by Disney in its sole discretion based on Disney's Systems, regardless of any errors in Disney's determinations identified by Agency's Systems or otherwise.

**8. General Terms.** The terms and conditions of this Program constitute the entire agreement of the parties with respect to the subject matter of this Program and supersede any and all previous communications between the parties, whether written or oral, with respect to such subject matter. This Program shall be construed in accordance with the laws of the State of Florida. Any legal action relating to this Program shall be brought and maintained exclusively before any court located in Orange County, Florida, having subject matter jurisdiction.

Disney reserves the right not to pay a commission to a travel agency on any reservation from which that travel agency was removed at the request of the guest.

If Disney believes that a travel agency is part of a national account group or consortia, Disney may elect to provide booking and other data regarding the travel agency to the national account group or consortia.

*Revised January 1, 2026*