

Disney Cruise Line
Travel Distributor Commission Program
Effective January 1, 2026

1. **Definitions.** For purposes of this Disney Cruise Line Travel Distributor Commission Program (this "Program"), the following terms shall have the following meanings:

- A. "DCL" means Magical Cruise Company, Ltd., doing business as "Disney Cruise Line".
- B. "Distributor" means a retail travel services distributor operating under a single IATA, CLIA, ARC, or TIDS number or business license.
- C. "Cruise Revenue" means the aggregate revenue generated by Distributor, and actually received by DCL (less commissions), in connection with the sale of DCL Product for which a guest has actually sailed on a *Disney Cruise Line* cruise ship, excluding: (i) Taxes, Fees and Port Expenses (as described in the *Disney Cruise Line* website); (ii) any amount specified as non-commissionable by DCL; (iii) airfare, ground or baggage transfers, any onboard amenities, or air deviation fees or other related fees or taxes; (iv) optional package add-ons, and pre- and post-package hotel room nights and theme park tickets; (v) travel insurance administrative fees; (vi) Onboard Revenue; and (vii) other applicable discounts, credits or adjustments, as determined by DCL in its sole discretion.
- D. "Non-Cruise Revenue" means the following revenue generated by Distributor and actually received by DCL (less commissions): (i) optional package add-ons, and pre and post hotel room nights and theme park tickets; and (ii) any revenues generated by the sale of DCL Product for which Distributor was not the originator of the reservation (i.e., the reservation was transferred to Distributor from the originating party). "Non-Cruise Revenue" excludes Government Taxes and Fees (as described in the *Disney Cruise Line* website), ground and baggage transfers and any amount specified as non-commissionable by DCL.
- E. "Onboard Revenue" means the aggregate revenue generated by Distributor and actually received by DCL in connection with the sale of DCL Product onboard a DCL vessel.
- F. "Air Revenue" means airfare and additional airfare if an air deviation is requested (excluding commissions, air deviation fees and other related fees and taxes).
- G. "Distributor Revenue" means the total of Cruise Revenue and Non-Cruise Revenue computed on a calendar-year basis.
- H. "Commission Rate" means the percentage commission determined by DCL from time to time in its sole discretion, based primarily on the following Distributor Revenue levels. The Commission Rate applies only to Cruise Revenue.

Distributor Revenue	Commission Rate
Less than \$162,999	10%
\$163,000-\$320,999	11%
\$321,000-698,999	12%
\$699,000-\$1,017,999	13%
\$1,018,000-\$1,361,499	14%
\$1,362,000-\$3,486,999	15%
\$3,487,000 or greater	16%

- I. "DCL Product" means the *Disney Cruise Line* branded cruise vacation packages and products that are promoted and sold by DCL and described in the *Disney Cruise Line* website, excluding optional package add-ons, and pre- and post-hotel room nights and theme park tickets.
- J. "Systems" shall mean computer, accounting and other systems. Distributor and DCL each employ Systems to record and measure revenues (including Cruise Revenue and Non-Cruise Revenue) which Systems may employ different methodologies and techniques and may vary in their accuracy. All revenue and commission amounts shall be conclusively determined by DCL in its sole discretion based on DCL's Systems, regardless of any errors in DCL's determinations identified by Distributor's Systems or otherwise.

2. **Commission Rate.** Distributor's initial Commission Rate is 10%. Distributor is only entitled to payment of a commission if it has been approved by DCL in writing as commission eligible. DCL will review the Distributor Revenue from time to time to determine whether Distributor's Commission Rate should be increased or decreased and will notify Distributor of any adjustment to Distributor's Commission Rate subject to the following guidelines:

- A. Distributor's new Commission Rate will apply to Cruise Revenue generated by Distributor with respect to the sale of DCL Product after the date DCL notifies Distributor of the new Commission Rate.
- B. The new Commission Rate will not apply to any specially negotiated agreements between DCL and Distributor, including without limitation special group rates and full or partial ship charters.
- 3. **Fixed/No Commission.** DCL will pay Distributor a fixed commission of ten percent (10%) with respect to revenue generated from DCL Package bookings transferred to Distributor by another travel services distributor, Onboard Revenue and Non-Cruise Revenue except theme park tickets which are subject to prevailing commission rates. DCL will pay Distributor no commission with respect to Taxes, Fees and Port Expenses, Air Revenue, ground and baggage transfers and any amount specified as non-commissionable by DCL.
- 4. **Travel Insurance Administrative Fees.** DCL will pay Distributor an administrative fee of ten percent (10%) of revenue generated by Distributor in connection with travel insurance.
- 5. **Distributor Revenues and Commissions.** Distributor may not combine its revenues with the revenues of other travel agencies without the prior written consent of DCL, which consent may be withheld by DCL in its sole discretion. If DCL believes that a travel services distributor is or was part of a national account group or consortia, DCL may elect to provide booking and other data regarding the travel services distributor to the national account

group or consortia. DCL reserves the right not to pay commission to a travel services distributor on any reservation from which that travel services distributor was removed at the request of the guest.

6. **Modification of Program.** DCL may, at any time and in its sole discretion, 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, changing the definition of "Cruise Revenue" or "Non-Cruise Revenue," or any other change deemed appropriate by DCL.

7. **Data Protection.** Each of Distributor and DCL acknowledge that for the purpose of "Data Protection Laws" (as such term is defined below), each party is acting as an independent "controller" (or in an equivalent role as set forth in Data Protection Laws) with respect to the Processing of Personal Information and is responsible for its own compliance with Data Protection Laws. Distributor represents and warrants to DCL that (i) Distributor shall establish a lawful basis to Process Personal Information and transfer or otherwise disclose such Personal Information to DCL for DCL's independent Processing subject to Disney's applicable policies and terms; (ii) Distributor shall obtain all rights and consents and provide all notices and disclosures necessary under Data Protection Laws for the Processing of Personal Information contemplated under this policy, including any disclosure or transfer of Personal Information to DCL in the United States of America; (iii) all Data Subjects to whom such Personal Information relates directed or used Distributor to intentionally disclose such Personal Information to DCL or to intentionally interact with DCL; and (iv) Distributor shall not transfer or disclose to DCL any Personal Information that would constitute "sensitive personal information," "sensitive data," or similar terms, under Data Protection Laws. For purposes of this paragraph, "Personal Information" means any information or combination of information that Distributor Processes in connection with this policy, that refers to, is related to, is associated with, or can be reasonably linked to a Data Subject or to a specific computing device, and shall include, but is not limited to, all "personal data," "personal information," or similar terms, as defined in any Data Protection Laws. "Data Subject" means any identified or identifiable individual, and shall also have any meaning as set forth in Data Protection Laws. "Data Protection Laws" mean any applicable treaty, statute, regulation, ordinance, order, directive, code, or other rule, or any administrative guidance regarding the same, whether of or by any legislative, administrative, judicial, or other government authority, that relates to the confidentiality, security, privacy, or Processing of Personal Information. "Process" or "Processing" means any operation or set of operations that is performed upon information or data, regardless of its form, whether or not by automatic means, such as collection, using, accessing, recording, reproducing, organization, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, evaluation or control, modification, blocking, restriction, erasure or destruction, or classification, and including all "processing" as defined in any Data Protection Laws.

8. **Prohibition on Misuse of Account Credentials.** Distributor shall not request or use an individual's (including any Distributor client) Disney account credentials to access an individual's account.

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

10. **Promotional Materials.** All websites, social media posts, printed materials and any other promotional, marketing or advertising material which in any part mentions, depicts or includes the name "Disney" (either alone or in conjunction with or as a part of any other word or name), or DCL's or DCL's affiliates' designs, marks, tradenames, symbols, copyrighted works of art or other copyrighted or registered materials shall be subject to the prior written approval of DCL in accordance with DCL prevailing policies and procedures.

11. **Compliance with Law.** Distributor shall maintain all licenses, permits and permissions from all governmental and quasi-governmental entities necessary or appropriate for Distributor to conduct its business and to perform its obligations under this Program, and Distributor shall comply with all laws, rules, regulations and ordinances, obtain all necessary or appropriate rights and consents, and provide all necessary or appropriate notices and disclosures applicable to such conduct and performance.

12. **Entire Agreement; Governing Law.** 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.