SUB-AGENT AGREEMENT

This Sub-Agent Agreement (the "Agreement") is entered into as of this day of January 27,2025

BETWEEN

INFINITY WEB SOLUTIONS LLC (Infinity Travels) 17901 VON KARMAN AVE STE 600 IRVINE, CALIFORNIA USA
(hereinafter called the "INFINITY WEB SOLUTIONS LLC (Infinity Travels)")

OF THE FIRST PART

AND

Flightfares Travel Services LLC

OF

256, 35th Avenue N Nashville TN 37209-3932 USA
(hereinafter called the "Travel Agent")

OF THE SECOND PART HEREINAFTER COLLECTIVELY REFERRED TO AS (THE "Parties");

WHEREAS, **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** is an airline consolidator engaged in the business of wholesaling airline tickets:

AND WHEREAS, Travel Agent has significant experience as a travel agency engaged in the business of providing travel and tourism related products and services, including but not limited to retailing airline tickets and vouchers, to the public,

AND WHEREAS, The Parties have agreed to enter into a business relationship in connection with the sale of travel products, including but not limited to airline tickets and vouchers, by **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** to Travel Agent and the sale of said travel products by Travel Agent to the public:

NOW, THEREFORE, IN CONSIDERATION OF THE AGREEMENT CONTAINED HEREIN, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS :

1.RECITALS

1.1. The Parties hereto acknowledge and agree that the recitals contained herein are inse and correct in substance and fact:

2. PURPOSE

2.1. Subject to the obligations set out in Section 3-being met and to compliance with the terms of the Agreement, **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** agrees to appoint Travel Agent as a sub-agent for the sale of travel products to the public and Travel Agent agress to accept-such appointment subject to the terms, conditions and Imitations set forth in this Agreement and to comply with the terms of the Agreement

2.2. INFINITY WEB SOLUTIONS LLC (Infinity Travels) agrees to sell travel products, including but not limited to airline tickets and vouchers, to Travel Agent to be on-sold by the Travel Agent to the public, on the terme and conditions set forth in this Agreement

2.3. Nothing contained in This Agreement shall be construed to preclude **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** From Selling Travel products and services directly to the public.

2.4. The appointment provided for in subparagraph 2.1 above shall be non-exclusive and nothing contained in this Agreement shall obligate **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** to sell travel products or services exclusively to Travel Agent.

3.TRAVEL AGENT OBLIGATIONS

3.1. **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** undertaking to perform the Agreement is, however, contingent upon the following conditions being satisfied:

I.Travel Agent shall use all reasonable commercial efforts to promote the travel product offerings of **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** and

communicate **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** status as a preferred supplier within Travel Agent's organization including but not limited

to at meetings, seminars, orientations, in brochures, newsletters and e-mails.

II. Travel Agent shall use all reasonable commercial efforts to promote, increase sales and to sell the Travel Products at the prices advertised in **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** brochures and/or website, promotional material or as advertised or advised in writing or via A electronic automated booking system (the latest price advised being applicable).

III. Travel Agent shall use all reasonable commercial efforts to follow good, sound, and honest business practices in accordance with the customs and practices of a first rate travel agency in the travel industry and the guidelines provided by the principal of the product.

waivers, **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** will not assess a service fee for the refund ticket if the passenger can provide proper documentation that is acceptable to the applicable airline and the airline provides a waiver.

7. ZINDEMNITYAND LIMITATION OF LIABILITY

7.1. The **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** shall have no liability to the Travel Agent with respect to claims arising out of, in connection with, or resulting from this Agreement, whether in contract, tort (including negligence of any degree) or under the terms of this Agreement.

7.2. The Travel Agent shall defend, hold harmless and indemnify the **INFINITY WEB SOLUTIONS LLC (Infinity Travels)**, it's parents, subsidiaries. affiliates, officers, directors, agents and employees from and against any and all claims, demands, liabilities. suits, actions, losses, damages, costs, expenses, and reasonable counsel fees arising from the Travel Agent's

performance or breach of its obligations, representations and warranties under this Agreement. This provision shali survive till two years from the termination of this Agreement.

7.3. in no event shall **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** be liable to Travel Agent for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach hereof, even if **INFINITY WEB SOLUTIONS LLC (Infinity Travels)** has been advised of the possibility thereof.

Limitation of Liabilities. Neither either party shall be liable for any special, exemplary, consequential, incidental, indirect or punitive damages whatsoever (including but not limited to damages related to (i) the loss of business, anticipated revenues or profits, or any other pecuniary loss; (ii) damages

for loss of data, personal or confidential information or privacy; or (iii) the failure to meet any duty, including any duty of good faith or to exercise commercially reasonable care or as to negligence) arising out of this agreement or in any way related to the use or inability to use service, even if the other party has been advised of the possibilty of such damages. this limitation shall be effective if any remedy fails of its essential purpose, in no event shall either party be responsible for any amount other than the amount paid or owed to the other party under this agreemem for travel inventory, provided however, this limitation shall not apply to any breach of this agreement relating to sections 4 ("confidentiality") except as otherwise expressly provided in this agreement, service is provided "as in without any warranty of any kind. to the extent permitted by law, any and all warranties of any kind whatsoever, including implied or statutory warranties, including but not limited to those of merchantability. fitness for a particular purpose, title, non-negligence and/or lack of viruses, all with regard to the service, are expressly excluded.

8. RELATIONSHIP BETWEEN THE PARTIES

8.1. The Travel Agent and INFINITY WEB SOLUTIONS LLC (Infinity Travels) acknowledge that the Travel Agent is not an employce of the INFINITY WEB SOLUTIONS LLC (Infinity Travels) , will not by virtue of this Agreement be considered an employee of the INFINITY WEB SOLUTIONS LLC (Infinity Travels) for any parpese, and will not be entitled to any benefits, rights or privileges provided by the INFINITY WEB SOLUTIONS LLC (Infinity Travels) to its employees under any INFINITY WEB SOLUTIONS LLC (Infinity Travels) welfare or other benefits plans, including, without limitation, INFINITY WEB SOLUTIONS LLC (Infinity Travels) insurance, pension, health and stock purchase plans. The Travel Agent and the INFINITY WEB SOLUTIONS LLC (Infinity Travels) acknowledge and agree that this Agreement

does not create a partnership or joint venture between them and that neither party has the authority to bind the other.

9. TERM AND TERMINATION

9.1 Unless earlier terminated pursuant to this paragraph, the term of this Agreement shall be for one (1) year from the date hereof. Upon expiry of the said one (1) year term, this Agreement shall thereafter automatically be renewed for consecutive one (1) year period. Either party may terminate this Agreement without cause at any time during the initial term or any subsequent term upon giving the other party thirty (30) days's written notice of termination.

9.2. Notwithstanding the forgoing, this Agreement may be terminated prior to the end of the Tenn in the following manner:

9.3. By mutual consent given in writing and signed by both parties here to.

9.4 INFINITY WEB SOLUTIONS LLC (Infinity Travels) without notice in the event of a material breach of this Agreement. A material breach shall include but is not limited to .

10. ADVERTISING & MARKETING AUTHORIZATION

This letter confirms that **Flightfares Travel Services LLC (EIN:-34-4358006)** is an **authorized sub-agent** of **INFINITY WEB SOLUTIONS LLC (Infinity Travels).**

We hereby authorize **Flightfares Travel Services LLC** to **market, promote, and advertise travel services**, including **airline ticketing and related travel products**, to the public through **online platforms**, including but not limited to **its official website and digital advertising channels such as Google Ads**.

Flightfares Travel Services LLC operates as an **independent travel agency** and does not represent itself as an airline or as the owner of airline brands. All travel inventory is sourced through authorized suppliers and industry-accredited distribution systems.

This authorization is effective as of January 27,2025 and remains valid subject to compliance with applicable industry standards and agreements.

Authorized by:
NAME :- Fnu Md Iftekhar Enam
TITLE :- Operating Manager
INFINITY WEB SOLUTIONS LLC (Infinity Travels)

INFINITY WEB SOLUTIONS LLC (Infinity Travels) is an IATA-accredited travel agency (IATA No. 05-7 1127 4) and authorizes Flightfares Travel Services LLC to operate as its sub-agent under applicable airline distribution and accreditation arrangements.

Signature :- 