

# AGENT-ORGANIZED TRAVEL AGREEMENT

In consideration for being allowed to travel and participate in any with the services planned and offered by Travel World Culture LLC, I hereby acknowledge and agree that the following terms and conditions shall govern my travel and participation:

## 1. **Agent-Organized Travel Agreement**

(a) This trip is planned and offered by Travel World Culture LLC ("**TWC**"). Each TWC client who participates in this trip will do so pursuant to and subject to this Agent-Organized Travel Agreement ("**Travel Agreement**") with TWC. This Travel Agreement is executed in conjunction with an online form found on TWC's website for each individual trip ("**Online Form**") that may provide more detailed information related to timing, amount, and method of payments, as well as itineraries and trip details. If any conflict of terms arises between this Travel Agreement and any such Online Form, the Online Form shall control only to the extent of such timing, amount, and method of payments, as well as itineraries and trip details. All other terms and conditions of this Travel Agreement not in conflict with the Online Form shall remain in full force and effect.

(b) The content and terms and conditions of this Travel Agreement will be in accordance with advertisements and brochures ("**Marketing Materials**"), the Online Form for the selected trip, travel terms and conditions (including those contained in the travel schedule and final documents provided to the each client prior to departure), and the like ("**Final Travel Schedule**").

(c) TWC hereby shall make arrangements so that travel services (such as transportation and accommodation facilities and other services) ("**Travel Services**") will be provided to you ("**Client**") in accordance with the Final Travel Schedule predetermined by TWC, including managing the travel schedule itself. Please note that TWC reserves the right to delegate management of any or all aspects of the Travel Services and the Final Travel Schedule to various third parties, including but not limited to third-party travel services located in the locations designated on the Final Travel Schedule. All third-parties to which TWC delegates management of any or all aspects of the Travel Services and the Final Travel Schedule are considered independent contractors, rather than employees, of TWC. Should any material deviation(s) in the Travel Services and the Final Travel Schedule (including those which result in any diminution in value (whether real or perceived) of the total trip) arise as a result of any action, inaction, error, or omission of any such independent contractor, Client agrees to and hereby waives any and all claims against TWC for any and all such actions, inactions, errors, or omissions of any and all independent contractors. Furthermore, as a result of signing and executing the Online Form in conjunction with this Travel Agreement, Client acknowledges and agrees to the Release and Waiver Agreement set forth in Exhibit A attached hereto.

## 2. **Application for Travel and Execution of Agreement**

(a) *Application Required.* Client shall complete TWC's travel application Online Form through the TWC website at [travelwc.com](http://travelwc.com). Each Online Form is specifically crafted for each particular trip, so please complete the online form specific to the desired trip.

(b) *Nonrefundable Initial Deposit.* Client shall make a nonrefundable deposit (the amount of which shall be contained in each trip's Online Form) to secure TWC's services ("**Initial Deposit**"). If the deposit is not received on the day of booking, the Travel Agreement may be voided by TWC and the booking will not be confirmed. All Initial Deposit amounts shall be attributable to the total Travel Fee (as described below), thereby reducing the amount of the Travel Fee owed to TWC by Client.

(c) *Transaction Fee.* All amounts of money contemplated by the Online Form and this Travel Agreement and paid to TWC by Client shall be subject to a 2.9% transaction fee, added to the total amount of Travel Fee.

(d) *Effective Date.* The Travel Agreement becomes effective on the date when TWC notifies you that it has received and approved your application and Online Form submitted in accordance with Section 2(a) and accepted your Initial Deposit ("**Effective Date**").

(e) *Wait List.* If the Travel Agreement cannot be accepted immediately at the time of application due to full reservation, full occupancy, or any other reason, if approved by you TWC may place you on a wait list for your selected trip. If placed on a wait list, TWC will make efforts so that you can make a reservation.

(f) *Removal from Wait List.* Client agrees to allow TWC to place Client on a wait list for Client's selected trip. In the event Client is placed on a wait list as stipulated in Section 2(e), this Travel Agreement becomes effective when Client when TWC gives notice to Client that Client's reservation has been confirmed. Client may apply to deregister from a waitlist by providing TWC with written notice via email to [info@travelwc.com](mailto:info@travelwc.com) stating in clear and unambiguous terms that it wishes to deregister from a particular trip's wait list. All Initial Deposits shall remain nonrefundable regardless of whether Client is placed on a wait list for a particular trip.

### 3. **Requirements for Application**

(a) *Permitted Age Ranges; Client Criteria.* Client acknowledges and understands that TWC is a lifestyle-oriented travel business that provides specialized services to targeted demographics and that Client must fit predetermined criteria for the selected trip. Clients who are younger than 18 years old or older than 35 years old are not permitted to go on any group trip unless approved by Manager Gavin Greenberg or Manager Jessica Pink. If an applicant's sex, age, qualification, skill, or other conditions do not satisfy the requirements designated by TWC for the particular trip, TWC, in its sole discretion, may reject the application or void the Travel Agreement.

(b) *TWC Discretion on Application and Travel Agreements.* At any time prior to the Effective Date, TWC may reject an application, void this Travel Agreement, or both. As soon as practicable, TWC will

provide travel applicants and Clients with notice that their application has been rejected or that their Travel Agreement has been voided. If the Travel Agreement is submitted by you at a time when all spots on the selected trip are reserved, TWC may reject or void this Travel Agreement, at which point your Initial Deposit will be returned to you.

(c) *Special Needs.* TWC requests that anyone who travels while ill, pregnant, physically handicapped, or in a condition that otherwise requires special care state so upon booking. TWC will attempt accommodate such special needs in a reasonably appropriate manner and to a reasonable extent, while maintaining your privacy. Should any special needs arise after booking, Client agrees to provide TWC with timely notice of such special needs prior to the departure date of any trip so that TWC may attempt to make appropriate accommodations. Any and all expenses required for special measures taken by TWC upon request by Client shall be borne by Client. In addition, depending on local circumstances, situations of TWC-related organizations or third parties, and other factors related to assisting Client with any special needs, TWC may require Client to be accompanied by a qualified caretaker or escort or TWC may reject the application or void the Travel Agreement.

(d) *Medical Clearance.* If TWC determines that medical examination or treatment may be necessary for any reason during travel, TWC may require any client to obtain medical clearance for travel, as well as take any and all reasonably necessary measures to facilitate smooth implementation of travel. Any and all expenses required for such measures will be borne by you.

(e) *Disruption; Nuisance.* If TWC determines that Client is likely to cause a nuisance to other customers or to impede smooth implementation of travel, TWC may reject such person's travel application and Online Form or void such person's Travel Agreement.

(f) *Booking Declinations.* Aside from the above, TWC may decline to accept booking for business related reasons.

4. **Delivery of Final Travel Schedule.** No later than the date preceding the trip's departure date, TWC will deliver to Client via email or in a designated Facebook group for the selected trip the Final Travel Schedule describing finalized information such as meeting times and places, transportation and accommodation facilities to be used, and other itinerary information.

#### 5. **Payment of Travel Fee**

(a) *Payment of Initial Deposit.* Subject to Section 2(b), Client shall pay TWC the Initial Deposit via PayPal (or such other payment processor as TWC may designate from time to time) upon submission of its travel application and the Online Form. Client shall pay the remaining Travel Fee (as defined below) pursuant to and subject to Section 5(b) of this Travel Agreement.

(b) *Storage of Payment Information; Automatic Charge of Travel Fee.* Client agrees to allow TWC to store client's payment information (including bank account, debit card, and credit card information) with TWC's payment processor of choice to facilitate timely payment of all trip prices and associated travel

fees (excluding the Initial Deposit paid pursuant to [Section 2\(b\)](#) and [Section 5\(a\)](#) of this Travel Agreement) listed for the selected trip on TWC's website (the "**Travel Fee**"). TWC shall, and Client agrees to allow TWC to, periodically and automatically charge all or a portion of the applicable Travel Fee to Client's bank account, debit card, or credit card. The date and amount of such periodic and automatic charges shall be set forth by TWC on the Online Form for the selected trip. All periodic and automatic charges are set at the sole and exclusive discretion of TWC. TWC shall not be responsible or liable to Client for any bank account overdrafts and related fees, debit card overages and related fees, or exceeding a Client's credit card limit and related fees. Client further agrees that it shall first attempt to dispute any potentially erroneous charges first with TWC. If Client disputes any potentially erroneous charges (including but not limited to situations in which the Initial Deposit or Travel Fee was forfeited either partially or entirely pursuant to the terms of this Travel Agreement) with either PayPal, Stripe, or another TWC payment processor, all costs, fees, and expenses related to such dispute shall be borne entirely by Client regardless of whether Client prevails in any such dispute.

(c) *Travel Fee Payments Made in Stages.* Client shall pay all Travel Fees for the selected trip in stages, pursuant to and subject to the terms of this [Section 5](#). Amounts of Travel Fees paid at each stage vary by trip. Typically, the amount of payment per stage is calculated by dividing the total Travel Fee owed by Client by the number of months remaining until the date that is 60 days prior to the trip's departure date. TWC shall automatically charge any outstanding and remaining balance of the Travel Fee on the date that is 60 days prior to the departure date for the trip. Upon receiving full payment, TWC may issue a confirmation notice to Client stating that the entirety of the Travel Fee has been paid.

(d) *Applications Made After Payment Dates.* If an application is made after any scheduled payment dates set forth on the selected trip's Online Form, the percentage of Travel Fee associated with all past established payment dates on the Online Form must be paid at the time Client submits its Online Form. Otherwise, all other scheduled payment dates and portions of the Travel Fee shall apply as normal.

(e) *Late Fees.* In the event TWC is unable to automatically or manually charge Client's bank account, debit card, or credit card for any reason, TWC shall charge a late fee of \$25.00 plus \$5.00 per day that the scheduled payments are not received by TWC. These late fees will be added to the total amount of the Travel Fee and shall begin accruing on the first day after the payment due date missed by Client.

6. **Determination of Amount of Travel Fee.** TWC determines the Travel Fee for each trip in its sole and exclusive discretion. The Travel Fee to be paid will be the total of the Travel Fee indicated in the advertisements plus extra fees, deducting any applicable discount(s). This total amount will be the basis for calculating the cancellation fee or penalty charge.

7. **Costs included in the Travel Fee**

(a) The following is a non-exhaustive, non-exclusive list of expenses and costs included in the Travel Fee:

(i) Transportation fees and charges for transportation facilities used, such as train, bus, and railway, are those expressly indicated in the travel schedule. Transportation to and from the airport may only be included if TWC receives Client's flight information more than 60 days before the start of the trip;

(ii) Accommodation fees, service fees, and taxes expressly indicated in the travel schedule;

(iii) Expenses for meals, taxes, and service fees expressly indicated in the travel schedule;

(iv) Sightseeing fees expressly indicated in the travel schedule (including but not limited to expenses for guide and entrance fees);

(v) Expenses for any and all trip conductors or group leaders; and

(vi) TWC's fee for trip creation.

(b) **\*\*PLEASE NOTE\*\***: The costs described in this Section 7 will not be reimbursed even if Client partially or completely fails to use the Travel Services provided to Client.

**8. Costs not included in Travel Fee.** Flight costs to the trip's starting city and from the trip's ending city are NOT included in any TWC trip package unless otherwise stated in this Travel Agreement or the Online Form.

**9. Change of Travel Agreement.** If natural disaster, war, riot, suspension of service of transportation or accommodation facilities, order of government authority, provision of transportation service that is inconsistent with the original schedule, or any event that is beyond control of TWC occurs that makes it reasonably necessary to secure safe and smooth travel, TWC may provide immediate and advance explanation to Client about the reason why such event is beyond the control of TWC and about the causal relationship between the change of Travel Agreement and such event, and may change the content of the Final Travel Schedule and Travel Service. However, in the case of emergency (whether or not in TWC's control), TWC may provide explanation after making such changes.

**10. Change of Travel Fee.** After execution of this Travel Agreement, TWC shall not change the Travel Fee, extra fee, and discount, except for the following cases:

(a) If the charges or fees for transportation facilities to be used are altered to a large extent that is beyond normal expectation, as a result of any drastic economic changes, or for any other reason whatsoever, the Travel Fee will be adjusted to the extent of the difference arising out of such changes. However, if the Travel Fee is increased, TWC will give notice to Client within 15 days in advance of the departure date for travel.

(b) If the Travel Schedule is changed pursuant to Section 9 and if expenses required for implementation of travel increase, TWC will adjust the Travel Fee to the extent of the difference arising out of such change.

(c) If the payment dates are not met as provided in Section 5, then the late fees will be added to the total Travel Fee.

11. **Change of Client.** Client may, only with the prior approval of TWC, transfer the position under the Travel Agreement to a third party designated by Client. In this case, Client is required to complete the form designated by TWC. In its sole discretion and for any reason without explanation or further elaboration, TWC may reject the change of Client.

12. **Cancellation fee**

(a) At any time, Client may cancel the Travel Agreement by paying the following cancellation fees:

Cancellation date of Travel Agreement	Cancellation fee
90 days or more prior to departure date:	60% of Travel Fee
Between 90 and 30 days prior to departure date:	80% of Travel Fee
30 days or less prior to departure date:	100% of Travel Fee

(b) Cancellations will be accepted from Monday through Friday from 9:00 a.m. to 5:00 p.m. central standard time. Please email cancellation notices to [info@travelwc.com](mailto:info@travelwc.com).

(c) If Client fails to pay the Travel Fee by the date stipulated in this Section 5, TWC may cancel the Travel Agreement. In this case, Client will be required to pay the penalty charge in the same amount as the cancellation fee as stipulated in Section 12(a).

(d) In the event TWC cancels this Travel Agreement at any time pursuant to Section 14, the schedule of cancellation dates and cancellation fees contained in Section 12(a) shall apply before TWC reimburses any portion of the Travel Fee to Client. In the event of cancellation after the trip's date of departure, 100% of the Travel Fee shall be forfeited to TWC.

13. **Cancellation by Client**

(a) *Before departure:*

(i) Client may at any time cancel the Travel Agreement by paying the cancellation fees described in Section 12(a). A notice of cancellation will be accepted pursuant to Section 12(b).

(ii) If the Travel Agreement is cancelled under Section 12(a), TWC will reimburse the portion of the Travel Fee already received, after deducting the prescribed cancellation fee.

(b) *After departure:*

(i) If Client cancels after the trip has commenced, Client forfeits the entire Travel Fee and TWC will not reimburse any portion of the Travel Fee.

14. **Cancellation by TWC**

(a) *Before departure:*

(i) If Client fails to pay the Travel Fee within the time stipulated in Section 5 and in accordance with the scheduled payments set forth on the Online Form, TWC may cancel the Travel Agreement. In this case, Client will be required to pay a penalty charge in the same amount as the cancellation fee set forth in Section 12(a).

(ii) Should any of the following items apply, TWC may cancel the Travel Agreement after providing notice and explanation to Client:

(A) It is found that Client does not satisfy the requirements for travel participation, including but not limited to state of residency, sex, age, qualification, or skill;

(B) TWC believes that Client is unable to endure the travel, including but not limited to Client's physical or medical condition, the nonexistence of a necessary caretaker, or any other reason;

(C) TWC believes that Client is likely to be a nuisance to other customers or will disturb smooth performance of group activities;

(D) Client demands that TWC should bear an unreasonable burden with regard to this Travel Agreement's content, the reasonableness of which to be determined by TWC in its sole discretion;

(E) The number of clients for a trip with overnight sleeping accommodations is less than the minimum number of participants, TWC may provide clients with a notice of cancellation no later than 14 days in advance of the trip start date;

(F) If the safe and smooth implementation of the Travel Schedule becomes or is highly likely to become impracticable or impossible due to natural disaster, war, riot, suspension of service of transportation or accommodation facilities, order of government authority, or any event that is beyond the control of TWC; or

(G) TWC determines Client likely or actually any of the following: a convicted felon, a gangster, a member of a gang, any gang-related companies, other criminal or terrorist organizations or groups, or any anti-social groups.

(H) TWC believes that Client lied or misrepresented facts on its application, Online Form, Travel Agreement, or directly to a TWC representative, independent contractor, ambassador, or employee.

(iii) If the Travel Agreement is cancelled pursuant to Section 14(a)(i) or Section 14(a)(ii), TWC will reimburse the amount of the Travel Fee already received, after deducting the appropriate cancellation fee amount pursuant to Section 12(d).

(b) *After departure:*

(i) Even after the trip has commenced, TWC may cancel the Travel Agreement, either in whole or in part, after providing explanation to Client in advance for any of the following reasons:

(A) TWC believes that Client is unable to continue the travel, including but not limited to Client's physical or medical condition, the nonexistence of a necessary caretaker of Client, or any other reason whatsoever;

(B) Client's failure to follow the directions of a trip conductor, group leader, local personnel, or other persons that are given in order to secure safe and smooth implementation of the travel, or if Client breaches discipline in group activities or disturbs the safe and smooth implementation of the travel, through violent behavior or threat against a trip conductor, group leader, local personnel, or other persons or travelers;

(C) Natural disaster, war, riot, suspension of service of transportation or accommodation facilities, order of government authority, or any event that is beyond the control of TWC making continuance of the trip impracticable or impossible;

(D) TWC believes that Client lied or misrepresented facts on its application, Online Form, Travel Agreement, or directly to a TWC representative, independent contractor, ambassador, or employee; or

(E) TWC determines Client likely or actually any of the following: a convicted felon, a gangster, a member of a gang, any gang-related companies, other criminal or terrorist organizations or groups, or any anti-social groups.

(ii) In the event this Travel Agreement is cancelled by either TWC due to any reason set out in Section 14(b)(i), Client shall bear any and all expenses as a result thereof, including but not limited to forfeiture of Client's entire Travel Fee, as well as any additional fees, costs, and charges incurred in cancelling any or all of the Travel Services that were to be provided to Client and other customers participating in the trip.

(iii) If TWC cancels this Travel Agreement pursuant to Section 14(b)(i)(A) or 14(b)(i)(C), TWC will, at Client's request, make arrangements necessary for Client to return to the starting point, at the expense of Client.

(iv) If TWC cancels the Travel Agreement under the provision of Section 14(b)(i) and Section 14(b)(ii), the contractual relationship between TWC and Client shall terminate from that time forward and will not have retroactive effect. As a result, it will be deemed that TWC has fulfilled its obligations to provide Travel Services to Client.

## 15. **Limitation of Liability**

(a) **IN ADDITION TO THE RELEASE AND WAIVER AGREEMENT SET FORTH IN EXHIBIT A TO THIS TRAVEL AGREEMENT, IN NO EVENT SHALL TWC BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE**



DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) SUBJECT TO SECTION 15(A), CLIENT AGREES THAT TWC SHALL NOT BE LIABLE FOR DAMAGE OR LOSS SUFFERED OR SUSTAINED BY CLIENT FOR ANY REASON OR DUE TO ANY EVENT, INCLUDING BUT NOT LIMITED TO THOSE LISTED BELOW:

(i) NATURAL DISASTER, WAR, RIOT, OR ANY CHANGE OF TRAVEL SCHEDULE OR SUSPENSION OF TRAVEL AS A RESULT OF SUCH EVENTS;

(ii) SUSPENSION OF SERVICE OF TRANSPORTATION OR ACCOMMODATION FACILITIES OR ANY CHANGE OF TRAVEL SCHEDULE OR SUSPENSION OF TRAVEL AS A RESULT OF SUCH EVENTS;

(iii) ORDER OF GOVERNMENT AUTHORITY, LIMITATION ON DEPARTURE AND ENTRY OF FOREIGNERS, OR ISOLATION DUE TO EPIDEMIC OR PANDEMIC (INCLUDING BUT NOT LIMITED TO EPIDEMICS OR PANDEMICS SIMILAR TO THOSE CAUSED BY THE NOVEL CORONAVIRUS THAT CAUSES THE INFECTION COMMONLY KNOWN AS COVID-19), OR ANY CHANGE OF TRAVEL SCHEDULE OR SUSPENSION OF TRAVEL AS A RESULT OF SUCH EVENTS;

(iv) ACCIDENTS THAT OCCURRED DURING ANY POINT OF THE TRIP (INCLUDING BUT NOT LIMITED TO TRANSPORTATION, ACTIVITIES, AND ACCOMMODATIONS, AS WELL AS TRIPS TO RESTAURANTS, BARS, AND OTHER PLACES OF PUBLIC ACCOMMODATION OR SERVICE), REGARDLESS IF IT IS SCHEDULED OR RECOMMENDED;

(v) FOOD POISONING;

(vi) LOST OR STOLEN ITEMS;

(vii) CRIMINAL ACT SUCH AS THEFT AND FRAUD; OR

(viii) DELAY, INTERRUPTION, CHANGE OF SCHEDULE, OR CHANGE OF ROUTE OF TRANSPORTATION OR ACCOMMODATION FACILITIES, OR ANY CHANGE OF TRAVEL SCHEDULE OR REDUCTION OF TIME SPENT AT THE DESTINATION AS A RESULT OF SUCH EVENT;

(c) TWC DOES NOT CONDONE ANY ILLEGAL ACTIVITY, INCLUDING BUT NOT LIMITED TO THE CONSUMPTION, TRAFFICKING, DISTRIBUTION, OR SALE OF DRUGS. IF CLIENT SUFFERS DAMAGE DUE TO THE PARTICIPATION IN ANY ILLEGAL ACTIVITY, TWC WILL NOT BE LIABLE TO PAY FOR SUCH LOSSES, DAMAGES, OR BOTH.

## 16. Client's Obligations

(a) If TWC incurs damages or losses as a result of Client's negligence, gross negligence, recklessness, willful misconduct, error, or omission, TWC may seek compensation from Client for such damages or losses.

(b) Upon entering into this Travel Agreement with TWC, Client shall use his or her best efforts to utilize the information provided by TWC and be aware of his or her rights and obligations as well as other content of the Travel Agreement.

(c) If Client believes that the Travel Services furnished by TWC fall short of those stated in this Travel Agreement, he or she is requested to promptly notify TWC, its agent, or the service provider at the place where he or she is staying.

(d) TWC may take necessary measures in the case when it is recognized that Client needs protection due to physical or medical conditions, bodily injury, or other conditions during travel. In this case, if such measures become necessary through no fault of TWC or its managers, the expenses required for the measures will be borne by Client, who will be required to pay such expenses no later than the date designated by TWC through a method designated by TWC.

#### **17. No Guarantee of Travel Schedule**

(a) In the event that significant change is made to the Travel Services, TWC will attempt to (but does not guarantee that it can) provide at least equivalent goods, services, or accommodations.

(b) In the case of changes made to parts of the Travel Agreement that are or were cancelled pursuant to Sections 13 and 14, TWC will not reimburse Client for such changes.

(c) In the case of change caused by any of the following reasons, TWC will NOT provide at least equivalent goods or services for such change:

(i) Severe, inclement weather or natural disaster;

(ii) War;

(iii) Riot;

(iv) Order of government authority;

(v) Suspension of service of transportation or accommodation facilities, such as cancellation, service interruption, and suspension of operation;

(vi) Provision of transportation service which is inconsistent with original schedule, such as delay and change of transportation schedule; or

(vii) Other measures necessary to secure safety of life or body of participant of the travel.

**18. Protection of Personal and Private Information.** TWC may use Client's personal information only to the extent necessary for arranging transportation, lodging, and other services related to the travel. Furthermore, TWC may provide Client's name, passport number, and the local place of sojourn to various travel service providers via electronic communication means. Other than the above, for the purpose of providing Client with more satisfactory travel service in the future, Client's personal information may be used to inform Client of

new travel services, request that Client fill in a questionnaire, ask for Client's comments on a trip that he or she has taken, or compile statistical materials and data.

## 19. **Publicity Waiver and Release**

(a) Client hereby irrevocably permits, authorizes, grants, and licenses TWC and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice, professional and personal biographical information, signature, and other personal characteristics and private information, and all materials created by or on behalf of TWC that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to in and on magazines, brochures, and other print publications, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of TWC and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to Client.

(b) TWC shall be the exclusive owner of all rights, including copyright, in the Materials. Client hereby irrevocably transfers, assigns, and otherwise conveys to TWC Client's entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. Client acknowledges and agrees that Client has no right to review or approve Materials before they are used by TWC, and that TWC has no liability to Client for any editing or alteration of the Materials or for any distortion or other effects resulting from TWC's editing, alteration, or use of the Materials, or TWC's presentation of me. Any credit or other acknowledgment of Client, if any, shall be determined by TWC in TWC's sole discretion. TWC has no obligation to create or use the Materials or to exercise any rights given by this Section 19.

(c) To the fullest extent permitted by applicable law, Client hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"),

arising directly or indirectly from the Authorized Persons' exercise of their rights under this Section 19 or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of TWC or any other person, and Client hereby covenants not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. I understand that TWC is relying on this Section 19 and will incur significant expense in reliance on this Section 19, and I agree that this Section 19 cannot be terminated, rescinded, or modified, in whole or in part.

(d) Client represents and warrants to TWC that Client is at least eighteen (18) years of age, and that Client has full right, power, and authority to agree to the terms and conditions contained in this Section 19 and grant the rights hereunder. Client further represents and warrants to TWC that Client will provide only true and correct statements and other information in connection with this Section 19, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including but not limited to copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. Client agrees to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach or alleged breach of this Section 19 or any of the foregoing representations and warranties.

## **20. Other Terms**

(a) Any expenses incurred when Client requests a trip conductor, group leader, or local personnel to conduct a personal trip, personal shopping, or other activities, expenses associated with any physical or medical condition, bodily injury, or other condition, loss of baggage, expenses associated with recovery of lost property, or expenses required for arrangement of free activities shall be borne by Client.

(b) TWC may take or recommend Client to various stores, souvenir shops, outlets, and other places where goods or services can be purchased. Client acknowledges that all purchases made from such places are made at Client's discretion and TWC shall not be held liable for defective goods or the defective provision of services, injuries or damages sustained while consuming or using such goods, or other losses or damages sustained as a result of the goods or services purchased by Client. TWC will not provide assistance to Client in replacing or returning purchased goods or obtaining refunds for any goods or services purchased.

## **21. General Provisions**

(a) *Currency.* All prices for services and amounts are expressed in United States dollars (commonly referred to with the letters "**USD**"), as indicated by the use of the symbol "\$" before each amount.

(b) *Entire Agreement.* This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(c) *Severability.* If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(e) *Governing Law; Choice of Forum.* This Agreement and all related documents including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including but not limited to contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Northern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Dallas County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Northern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Dallas County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(f) *WAIVER OF JURY TRIAL.* EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) *Counterparts.* This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(h) *Amendment; Modification.* In its sole discretion, TWC may choose to take payment and execute a Travel Agreement via alternative method to the online application method described above. Such methods may include taking payment and executing a Travel Agreement

(i) *Attorneys' Fees.* In the event that any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(j) *Indemnification.* SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS TRAVEL AGREEMENT, YOU (AS "**INDEMNIFYING PARTY**") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND TWC AND ITS OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND PERMITTED ASSIGNS (COLLECTIVELY, "**INDEMNIFIED PARTY**") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE INCURRED BY INDEMNIFIED PARTY (COLLECTIVELY, "**LOSSES**"), ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM ALLEGING:

(i) BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS AGREEMENT BY INDEMNIFYING PARTY OR INDEMNIFYING PARTY'S PERSONNEL;

(ii) ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY OR ITS PERSONNEL (INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT) IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT;

(iii) ANY BODILY INJURY, DEATH OF ANY PERSON, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY OR ITS PERSONNEL (INCLUDING ANY RECKLESSNESS OR WILLFUL MISCONDUCT); OR

(iv) ANY FAILURE BY INDEMNIFYING PARTY OR ITS PERSONNEL TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(k) *Force Majeure.* TWC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure to fulfill or perform or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TWC, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection,

epidemic or pandemic (whether in existence prior to the execution of this Agreement or in existence thereafter), to lock-outs, strikes or other labor disputes (whether or not relating to TWC's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage (each a "**Force Majeure Event**").

(l) *Travel Vouchers; Trip Rescheduling.* If a Force Majeure Event (or any other event which substantially disrupts the provision of the obligations contemplated by this Travel Agreement) occurs, TWC may, in its sole discretion, choose to offer Client travel vouchers, discounts on future trips, or other travel services or financial arrangements as compensation for Client's inconvenience. In no way shall this Section 21(l) create any obligation or requirement of TWC to provide such compensation to Client.

## EXHIBIT A

### AGREEMENT OF RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

The individual named on the Online Form (referred to as “I” or “me”) in the Agent-Organized Travel Agreement attached hereto (“**Travel Agreement**”) desires to participate in the selected trip (whether singular or plural, hereinafter referred to as the “**Activities**”) planned and offered by Travel World Culture LLC, a Texas limited liability company (“**TWC**”). As lawful consideration for being permitted by TWC to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “**Release and Waiver Agreement**”).

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, PROPERTY DAMAGE AND LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF TWC. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS, WHETHER CAUSED BY THE NEGLIGENCE OF TWC OR OTHERWISE.**

**I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST TWC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, MEMBERS SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASEES”), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF TWC OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST TWC OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE TWC AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.**

**I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TWC AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, COURT FEES AND COSTS, AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE AND WAIVER AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY INDEMNIFIED PARTY, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITIES.**

This Release and Waiver Agreement shall be incorporated into the Travel Agreement attached hereto with respect to the subject matter contained herein. If any term or provision of this Release and Waiver Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release and Waiver Agreement is binding on and shall inure to the benefit of TWC and me and their respective successors and assigns. All matters arising out of or relating to this Release and Waiver Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Release and Waiver Agreement may be brought only in the federal and state courts located in Dallas County, Texas, and I hereby consent to the exclusive jurisdiction of such courts.

By signing the Online Form on TWC’s website for the selected trip, you hereby acknowledge that you have read, understand, and agree to the terms and conditions this Release and Waiver Agreement.