

AGREEMENT

1. Travel Services

A Toast to Travel, LLC (“Company”) provides travel management services. The Company agrees to provide travel management services (the “Services”) to its clients (and any person traveling with Client and under Client’s control and supervision) (individually the “Client” and collectively the “Clients”) as may be described on its website such as managing hotel accommodations, tour guides, winery experiences and automobile transportation. The purchase of travel management services offered by the Company constitutes a contractual agreement between the Client and the Company, and represents the Client’s acceptance of the terms and conditions set forth herein. A full description of the Company’s Services is set forth on the Company’s website at atoasttotravel.com.

Unless otherwise noted on its website, the Company offers the following Services in its basic travel package:

- i) six (6) nights hotel accommodation (based on double occupancy);
- ii) six (6) breakfasts, three (3) lunches, three (3) dinners;
- iii) two (2) winery tours, including transportation to and from the wineries, to and from the hotel; and
- iv) two (2) guided tours one of which, the museum tour, includes museum fees.

All other charges and expenses incurred are not included in the Company’s Services or in its Service Charge (defined below), including, but not limited to, passports, visas and vaccinations, airfare, baggage and charge fees, travel and medical insurance costs, medical expenses for injuries and illness (including transportation to and from medical facilities) and any and all other or personal and individual expenses.

The Client shall be liable for any travel accommodation or other costs incurred before or after the travel service dates arranged by the Company. The Company shall not be liable if any airline or other mode of transportation cancels, reschedules or delays a flight or other transportation for any reason and shall not be responsible to the Client for any additional charges incurred as a result thereof. There will be no refund if the Client fails to arrive on time for the start of the Trip or any portion thereof for any reason.

2. Payment and Itineraries

The base Service charge is set forth on the Company’s website (the “Service Charge”). In the event of a conflict with regard to any fees, discounts or other payment amounts between these terms and conditions and the fees, discounts or other payment amounts on the website, the fees, discounts or other payment amounts on the website shall prevail. A reservation shall not be considered confirmed until payment in full has been made and received. Payment in full is due at least one hundred and twenty (120) days before the first day of the scheduled Trip. Any

deposit shall be non-refundable. The base Service Charge excludes any optional activities, optionals, add-ons and single supplement charges etc. All major credit cards and PayPal are accepted for payment. A three percent (3%) credit card processing fee shall also be added to the charge upon booking the Trip.

A confirmation notice will be emailed upon processing the Client's credit card. Please verify and report any errors to the Company.

For payment, Client's credit card and billing information will be routed through a third party payment gateway which processes the credit card payment. Client understands and agrees to Company's use of a third party.

Itineraries will be sent by email. If paper documents are required, they will be sent by priority mail. If a Client specifically requests paper documents, any delivery charges will be the Client's responsibility.

3. Website

A full listing of the Services offered are set forth and described on the Company's website. The terms and conditions of the standard Agreement are subject to change, including automatic updates made on the website. Clients should check the website to review the latest version of this Agreement.

The information contained on the website is accurate to the best of the Company's belief, but the Company accepts no liability for any inaccuracies contained therein. Any information or advice provided on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility to the Company.

The Company reserves the right to cancel any Trip(s) on the website and/or to make any changes to the Trip(s) or itineraries, including, for example, menu changes, a change in the restaurant experiences, accommodations or any other detail of the Trip. Any such change shall not be considered a cancellation and no refund shall be due. The booking confirmation and this Agreement represent the entire agreement between the Company and the Client. The Client confirms that he has not entered into this Agreement on the basis of any representation or statement not expressly incorporated herein.

For all activities listed as "Optional" on the website, these activities are not included in the Services or Service Charge provided by the Company, even where particular activities are suggested. The Company has no liability for any such Optional activities.

Client may be filmed, photographed, and recorded before, during and after the Trip and Client's image, voice, photographs, likeness, recordings etc. may be used (without any compensation) on Company's website, social media and/or other forms of advertisement, and in promotional or marketing materials. This provision constitutes notice and Client's purchase of Services from Company constitutes acceptance of this provision.

Information contained on the website (including text, graphics, links or other material) are provided on an "as is," and "where available" basis. The Company makes no representation or warranty, express or implied, to Clients or other persons or entities as to the accuracy, results,

timeliness or completeness with respect to the website or any related materials or information. The Company shall not be liable for any damages to or viruses that may infect a Client's computer equipment or other property due to a Client's access to, use of, or browsing on the website or downloading of any materials, data, text images, video, audio or other information from the website.

4. Refunds

If a Client cancels his reservation at least one hundred and twenty (120) days before the first day of the scheduled Trip, the Client shall receive a full refund of the base Service Charge. If a Client cancels his reservation one hundred and nineteen (119) days to forty-six (46) days prior to the first day of the scheduled Trip, the Company will provide a refund of fifty percent (50%) of the base Service Charge; provided, however, that the Company shall not be obligated to make the refund to the Client for sixty (60) days from the date of notice. If a Client cancels his reservation forty five (45) days or less before the first day of the scheduled Trip, there will be no refund given to the Client.

No refund shall be made for cancellations occurring within the forty-five (45) day period, notwithstanding the reason or reasons given therefor. No exceptions will be made.

There are no refunds of the three percent (3%) credit card processing fee charged upon booking the Trip.

There will be no refunds after the Trip begins, for any reason, including if a Client departs from or terminates participation in the Trip prior to the last day of the Trip.

There will be no refunds if a Client fails to arrive at arranged times and meeting points (including due to an airline or other mode of transportation cancellation, rescheduling, or delay of a flight or mode of transportation). The Company is not responsible for any missed activities, including any out of pocket expenses incurred by a Client for transportation to or from activities and meeting points.

5. Force Majeure Events; Under-Subscribed Trips; and Cancellations

Upon the occurrence of a Force Majeure before the Trip, including, but not limited to, natural disaster, weather, acts of terror, disease, labor disputes or strikes, quarantine, government restrictions on travel, civil unrest, war, which cause a Trip, in whole or in part, to be materially delayed or which cause a Trip itinerary to be materially changed to the detriment of the Clients or the Company, then, in such case, the Company shall have the right and option to cancel the Trip. If the Company cancels the Trip, the Company will refund 50% of the Service Charge to cover the Company's expenses incurred prior to the Trip; however if the Force Majeure terminates prior to the originally scheduled start of the Trip and the Trip is not cancelled by Company, then, the Company will reschedule the Trip and notify each Client within a reasonable period of time after termination of the Force Majeure of such rescheduling. Client shall have the option in such a case to receive a 50% refund of the Service Charge or participate in the rescheduled Trip, unless the number of Clients choosing a refund of 50% of the Service Charge cause the trip to be undersubscribed due to insufficient demand.

If a Force Majeure occurs during the Trip which precludes the continuation of the Trip, the Trip will be deemed to have been completed immediately, and the Company will have no further liability to the Clients, including any liability for any costs, losses or expenses incurred by the Clients thereafter. There will be no refunds for a Force Majeure occurring during the Trip.

In the event that a Trip is undersubscribed due to insufficient demand, the Company shall notify each Client that the aggregate Trip costs must be restated and increased accordingly. If all Clients in the group for a Trip agree to accept the increased Service Charges, the amount so recalculated will be collected from each Client, and the Trip will proceed as scheduled.

If, however, all Clients do not choose to accept the increased Service Charge, then the Company will reschedule the Trip, but no refunds will be made. The Company will, however, credit Client up to \$250 for any airline change fees incurred. Client shall provide Company with its airline receipt for such charge.

The Company shall have the right to cancel a Trip prior to the first day of the Trip for any other reason not described above and shall refund 100% of the Service Charge plus the three percent (3%) credit card processing fee charged upon booking the trip. Otherwise, there are no refunds of the three percent (3%) credit card processing fee charged upon booking the Trip.

Refunds shall be made under the timing of payment condition, as set forth in Section 4 above.

6. Requirements and Conditions

Clients are expected to behave at all times in a civil and socially acceptable manner, respectful to the Company and to their fellow travelers and the establishments visited. Upon the occurrence of one or more incidences of unacceptable behavior (such as drunkenness, disorderly conduct, abusive or rude or argumentative behavior, etc.) a Client may be, at the Company's discretion, terminated from the Trip. Such Client must immediately vacate the hotel and secure his own lodging accommodations and travel, including, but not limited to, his return travel to home. In such case, no refunds will be made. The Company requires that each traveler must be at least 21 years of age unless accompanied by a parent or legal guardian. Further, travelers under 18 years of age shall share their parent's or legal guardian's accommodations.

At or before the time of booking a reservation, Clients should report to the Company any disabilities requiring special arrangements or equipment. The Company will use its reasonable efforts to accommodate the special needs of disabled or handicapped Clients, but the Company is unable to guaranty that the Client's needs will in all cases be met due to the uncertainty and unpredictability of whether hotels, restaurants and tour sites etc. will be able to make all necessary accommodations. The Company will not be responsible for a disabled Client's needs other than as specifically stated in this Section. Clients must report any disability requiring special attention while on tour at the time the reservation is made. The Company will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor is it responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. The Americans with Disabilities Act is applicable only within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services are not equipped with wheelchair ramps. The Company regrets that it cannot provide individual assistance to Clients for walking, dining, getting on and off motor coaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany

Clients and other travelers who need such assistance and must assume full responsibility for their well-being. You assume the full risk of use and of any prohibitions imposed by Suppliers.

In addition, it is the Client's responsibility to report to the Company any food allergies, food sensitivities or any special dietary needs or restrictions. The Company will use its reasonable efforts to accommodate special dietary needs, but please note that typical Tuscan recipes and ingredients may not make this possible. The Company shall not be responsible for allergic reactions or other sensitivities because of any food or drink ingredients or proximity to any food or drink ingredient provided by a third party or otherwise.

Clients should notify restaurants, wineries, cooking instructors, villa and hotel managers etc. of any allergies, food or drink sensitives or dietary requirements that may have an adverse effect.

It is the Client's responsibility to secure travelers insurance and medical insurance coverage for the area(s) in which Client is travelling. The Company strongly recommends the purchase of travel and medical insurance coverage for Client's Trip.

7. Passports and Visas

All Clients traveling internationally on a Trip must have a valid and effective passport. Further, all Clients shall be responsible for obtaining and paying for all passports, visas and for any other foreign entry documents required by law, regulation or local custom. The Company shall not be responsible or liable for any Client who is refused entry into any foreign country due to any reason, including the failure to possess and show proper documentation.

For information regarding possible risks and dangers at international destinations, contact the Travel Advisory Section of the US State Department, (202) 647-5225. For medical information, contact the Center for Disease Control, (404) 332-4559, cdc.gov/travel.

In the event of an active State Department Travel Warning against travel to a specific destination of a Trip, if a Client still chooses to travel, notwithstanding any travel advisory or warning, the Client will assume all risk including risk of personal injury, death or property damage, additional costs, etc. that may arise out of the events like those advised or warned against.

8. Dispute Resolution

Disputes between a Client and the Company relating to any term or condition of this Agreement or to any claim for damages shall be first submitted to mediation at Chicago, IL before a mediator mutually agreed to by the parties. The parties agree to use their best efforts for a period of sixty (60) days to resolve the dispute by mediation. If mediation is not successful, the dispute shall be resolved by binding arbitration under the rules and guidelines of the American Arbitration Association ("AAA"). AAA proceedings will be governed in accordance with Illinois law without regard to its conflict of laws. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in federal or state of Illinois courts and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the AAA. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or status which creates an exception to enforcement of the requirement that disputes be resolved pursuant to

arbitration in the manner set forth herein. Arbitration against the Company must be commenced within one year following the date of the last day of a Trip. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. The Company shall in no case be liable for in excess of the limit of damages as provided and described in Section 10. No owner, member, holders of an ownership interest, director, officer, manager, agent, independent contractor, representative, employee or affiliate of the Company shall have any liability to any Client. In no case shall any such owner, member, holders of an ownership interest, director, officer, manager, agent, independent contractor, representative, employee or affiliate be liable for in excess of the limit of damages in Section 10.

9. Liability for Independent Contractors

The Company provides travel management services arranging Trip services utilizing independent contractors ("Suppliers") for travel services, including but not limited to, hotels, villas, car transportation companies, tour operators, chefs, yoga instructors, painting instructors, tour guides, restaurants, wineries and the like. The Company does not guarantee or insure the services to be provided by any Supplier. The Company is not responsible or liable for any acts and/or omissions, negligence or recklessness of Suppliers, their employees, agents or representatives. The Supplier (including but not limited to their employees, agents and representatives) are each independent contractors and are not agents, employees, servants or joint venturers of the Company. The Company has no direct control over the Suppliers (including but not limited to their employees, agents and representatives). Also, the Company is not liable for damages either to person or property, or the Trip itself in the event of any failure or omission by any Supplier (including but not limited to its employees, agents and representatives) to render any transportation, accommodation, class or any other travel service provided.

10. Waiver and Release; Limitations on Liability; Indemnity

To the extent permitted by law, each Client and his heirs, personal representatives or assigns, hereby release, waive, discharge, hold harmless and defend and indemnify, the Company and its owners, members, holders of an ownership interest, directors, officers, managers, agents, representatives and employees from and against any and all third party (including other Clients) claims, damages, expenses (including counsel fees), actions, claims and losses (the "Losses") related to bodily injury or death, damage to property (real or tangible), wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages that may arise directly or indirectly which may arise out of or occur during the Trip directly or indirectly and arising out of the Client's actions, omissions, recklessness, negligence, willful misconduct or other improper behavior.

To the extent permitted by law, each Client and his heirs, personal representatives or assigns, hereby release, waive, discharge, hold harmless and agree to indemnify, defend and hold harmless the Company and its owners, members, holders of an ownership interest, directors, officers, managers, agents, representatives and employees from and against any and all claims, demands, damages, expenses (including counsel fees), actions, or losses, relating to bodily injury, allergic reaction, damage to real and/or tangible personal property, property loss, loss, damages, illness, wrongful death, death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise directly or indirectly out of or occur during or

after the Trip and/or any activities conducted in conjunction therewith whether or not involving any Services rendered by Company.

CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT CLIENT IS UNCONDITIONALLY AND EXPRESSLY RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT CLIENT MAY HAVE NOW OR IN THE FUTURE AGAINST THE COMPANY, ITS OWNERS, MEMBERS, HOLDERS OF AN OWNERSHIP INTEREST, DIRECTORS, OFFICERS, MANAGERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FOR THE ACTIONS, OMISSIONS OR CONDUCT OF THE COMPANY AND ITS OWNERS, MEMBERS, HOLDERS OF AN OWNERSHIP INTEREST, DIRECTORS, OFFICERS, MANAGERS, AGENTS, REPRESENTATIVES AND EMPLOYEES.

Notwithstanding the foregoing, in no event shall the Company's liability to the Client (whether in contract, tort, strict liability or by statute or otherwise) for damages in any manner related to this Agreement, including the travel services managed by the Company, exceed the total dollar amount of the Service Charge paid by Client to Company for the Trip. Further, in no event shall the Company, its owners, members, holders of an ownership interest, directors, officers, managers, agents, independent contractors, representatives and employees be responsible or liable in any manner for any consequential, incidental, indirect, special or punitive damage, loss or expense to any Client for damages in any manner related to this Agreement, even if it has been advised of their possible existence. In addition, no owner, member, holders of an ownership interest, directors, officers, managers, agents, independent contractors, representatives, employees or affiliate of the Company shall have any liability to any Client.

This Agreement shall be governed by and construed in accordance with the internal laws (without the regard to its conflicts of law) of the State of Illinois.

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if those invalid, illegal, or unenforceable provisions had never been contained herein.