

ENRICHED TRAVELS

LUXURY TRAVEL DESIGN

TRIP PLANNING AGREEMENT

Thank you for your interest in travel planning services with Kristyne Wada d/b/a ENRICHED TRAVELS, LLC (hereinafter, the "Company"), an affiliate of Fora Travel, Inc. (hereinafter, the "Agent"). The following Terms of Use are a legally binding contract (hereinafter, the "Agreement") between you, [client name], (hereinafter, the "Client"), and the Company regarding your use of our services.

ARTICLE ONE

Definitions

1. Definitions. In addition to the terms used above, the following definitions are applicable to this Agreement:
 - "Services": The trip planning, hotel recommendations, transportation research, tours/activities research, itinerary preparation, hotel booking, and other similar activities for which the Client has contracted from the Company.
 - "Supplier(s)/Vendor(s)": All hotels, resorts, excursion companies, vendors, tour companies, airline companies, cruise lines, and ground transportation providers contained in Company's itinerary for Client.
 - "Trip": The contracted-for scheduled and detailed plan for a specific journey, tour, vacation, or similar excursion, including all details appurtenant thereto, such as the destination, dates of travel, dates of lodging, place of lodging, and other such accommodations, subject to any changes or limitations in accordance with the associated Client contract and terms and conditions of the applicable Suppliers/Vendors.

ARTICLE TWO

Trip Details

1. Client has contracted Agent to plan a trip for [duration] in [location]. Client has indicated their travel dates to be [dates of travel]. The dates and location mentioned will be hereafter referred to as the "Trip".
2. Client is the primary contact person for their travels and represents a [# of guests] person group.
 - 2.1 Note that if Client represents a group of three (3) or more, Client is responsible for managing communications between Agent and the rest of Client's group in order to minimize any miscommunication or confusion.
3. Client has contracted Agent for a non-refundable fee of [fee], which is due in full within seven (7) business days of this Agreement's dated signature. Agent does not begin trip planning services until full payment has been received and contract has been executed.
4. Client acknowledges that this fee is for the Services described under the Premium Itinerary category found on enrichedtravels.com. Client acknowledges that this Agreement is exclusively for Services rendered by Agent for providing Client with the Trip detailed above.

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ARTICLE THREE

General Terms & Conditions

1. Delivery of Services. The Company will provide all Services by the time agreed upon. When the provided Services are tied to the number of guests that Client expects to attend Client's event, Client agrees to notify the Company with an accurate guest count and guest information (including name, telephone and email for each member of group and passport information if needed.) Any additional Services requested by the Client incurred by the Company will be billed directly to Client at cost. All Services contracted cannot be deducted, but additional Services can be added.

Once Client has agreed to reservations with all Suppliers/Vendors, the Company will prepare Client's Trip documentation / itinerary. A final itinerary will be sent to Client two to four weeks prior to departure.

The Company is not responsible for booking ANY of Clients' airfare or train/bus transfers, unless otherwise specified. Should the Company decide to provide Client with additional flight booking Services, the fees will be disclosed at that time.

For international Trips, Client acknowledges that passports for all travelers in the group are valid at least six (6) months beyond the last day of the Trip.

2. Cost of Services. The cost for all Services ("Cost of Services") will be agreed upon and due in full by the time agreed upon. An initial non-refundable deposit or planning fee may be required and you agree to these terms prior to any Services being performed by the Company. This fee is separate from your Cost of Trip.
3. Cost of Trip. All costs pertaining to the Trip (e.g., lodging, activities, reservations, and insurance) ("Cost of Trip") will be paid by the Client, either directly or indirectly via separate payment authorization agreement. The Company will facilitate payments on Client's behalf and manage all communications with vendors.

The Company will send out a credit card authorization form to Client and the members of their group responsible for payment. Client will make sure that credit card authorizations are returned to the Company no later than 24 hours from receipt. Client acknowledges that Supplier/Vendor pricing is subject to change until the time a booking is confirmed.

Final payment is due prior to departure or consumption according to each Supplier/Vendor's (e.g. airline, hotel, cruise line, transfer company, sightseeing operators, and other travel service Suppliers/Vendors) terms and conditions involved in your travel booking. If final and full payment is not received by the applicable due date, reservations are subject to cancellation according to the applicable clauses herein and deposits shall be forfeited. In some cases, there is NO REFUND once a booking is made and paid for.

The Company will review all contracts with Client and align payment feasibility and communicate all cancellation/rescheduling considerations.

3.1 Changes to Cost of Trip Due to Changes in Foreign Currency Exchange Rate.

The Client expressly agrees and understands that the Company reserves the right to change the Cost of Client's Trip to accommodate fluctuations in foreign currency exchange rates. Given the fluctuating nature of exchange rates, Client understands there may be situations in which there is a significant increase in the Cost of Trip from when the Client first authorized payment, relative to when payment is actually due/made. The Company therefore reserves the right to demand an additional final pay-off amount, if necessary, to account for an increase in the Cost of Trip due to a

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change in exchange rates, and Client expressly agrees to tender same. Conversely, if exchange rates change such that Client's Cost of Trip is significantly cheaper than it had been previously, the Company may refund the Client the difference at its discretion.

3.2 Reimbursement of Company's Expenses Due to Changes in Foreign Currency Exchange Rates. Client acknowledges that there may come a situation in which Client cancels their Trip abroad, after the Company has already authorized payment to a Supplier/Vendor (for instance, for hotel accommodations) at a given price. If, following the cancellation, the Company attempts to pursue a refund with the Supplier/Vendor or with a credit card company, but the refund is less than what was originally paid given changes in the foreign currency exchange rate, Client expressly agrees that they will cover the difference and reimburse the Company the remainder of the owed refund.

4. Rescheduling/Trip Changes. The Client may request the Company to change the itinerary, the contents of the Services, and other contents of the planned Trip. In this case, the Company will comply with the Client's request to the extent reasonably practicable.

If the Trip is rescheduled by the Client, the payment received for Cost of Services can be used to reschedule the Trip with the existing itinerary. The Company nonetheless reserves the right to impose a rescheduling/change fee in addition to the Cost of Service, due to the additional Services performed as a result of the change. Any increase or reduction in the Cost of Trip resulting from the rescheduling shall be attributed to the Client.

4.1 Rescheduling/Change Fee. The Client must be aware that once the Client's Trip is booked, any changes to the Trip itinerary will result in a flat \$250.00 change fee, per occurrence. These fees will be due immediately at the time of the request.

5. Cancellation of Trip. If the Trip is cancelled, irrespective of the cause, the Company has no obligation to fill the void created by the cancellation, no-show, or if it becomes impossible for the Company to provide the Services due to the fault of the Client (or parties related to Client) or the Supplier/Vendor, and the Company will not be obligated to refund any monies Client has previously paid towards the Cost of Services, except as otherwise provided herein.

5.1 Voluntary Cancellation by the Client. If Client decides to cancel the planned Trip, Client is subject to the cancellation policies of each Supplier/Vendor, respectively. Client will pay Supplier/Vendor penalties for cancellations according to their guidelines. The Company is not responsible for facilitation of refunds, or issuance of credits between Client and Supplier/Vendor.

5.1(a) Voluntary Cancellation Penalties. In addition to any nonrefundable Costs of Trip and Costs of Service, for a voluntary cancellation made by the Client, a cancellation penalty of 10% of the Cost of Trip shall be assessed to Client.

Client is not relieved of any payment obligations for the Cost of Trip unless otherwise noted in the agreements with Suppliers/Vendors. Refunds and allowances will be governed by the respective Supplier/Vendor's terms and conditions.

5.2 Cancellation Due to a Cause Attributable to the Client. The Company may cancel the planned Trip in any of the following cases:

(a) If the Client has not paid the Total Cost (Cost of Trip + Cost of Services) by the prescribed date;

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- (b) If, by the prescribed date, the Client has become unable to settle any debt in connection with the Total Cost, in whole or in part, for such a reason as denied or bounced credit card charges, or if the Client's credit card becomes invalid, or if the Client has initiated a chargeback.
- (c) If, by the prescribed date, the Client has failed to provide the Company with all required travel documents, including, but not limited to, passports, as may be requested.

If the Trip is cancelled due to such a cause attributable to the Client, in addition to bearing any Costs of Trip or Travel which may have already been paid and which may yet be owed and remain outstanding, the Company reserves the right to impose a cancellation penalty consistent with the Voluntary Cancellation Penalty schedule outlined in "Cancellation of Trip" Section 5.1(a).

- 5.3** Cancellation Due to a Cause Attributable to the Agent, Company, or Supplier/Vendor. The Client, Agent, Company, or Supplier/Vendor may cancel the planned Trip if it has become impossible to make arrangements for travel Services due to causes attributable to the Agent, Company, or the Supplier/Vendor.

If the cancellation comes as a result of a cause attributable to the Agent or Company, the Client shall be refunded all Costs of Trip already paid, subject to any cancellation policies which may exist as between the Agent, Company, and Supplier/Vendor, and shall also refund Client all Costs of Services, less a reasonable fee as determined by the Company for Services then rendered up to that time.

If cancellation comes as a result of a cause attributable to the Supplier/Vendor, Client shall be refunded Costs of Trip in accordance with any cancellation policies which may exist as between the Client and Supplier/Vendor, and may be refunded Costs of Services, in whole or in part, at the discretion of the Company.

- 5.4** No-Shows. "No-shows" are treated as voluntary cancellations by the Client and the Company reserves the right to impose a cancellation penalty consistent with the Voluntary Cancellation Penalty schedule outlined in "Cancellation of Trip" Section (A), in addition to all non-refundables as may be required by the Supplier/Vendor.

- 6.** Disabilities & Special Needs Accommodations. If you have disabilities or special needs that require non-emergency special services, additional support, or disability accommodations, please advise the Company in advance of booking. The Company will make all reasonable efforts to request assistance or arrange for appropriate services or equipment for Clients requesting accommodations in connection with their disabilities or special needs; however, the Company is not responsible for the failure or inability of the Supplier/Vendors to meet Clients' needs and expectations.

- 6.1** Availability of Accommodations. If you are unable to use your own wheelchairs, mobility devices, or other medical equipment/devices, the Company cannot guarantee that rental devices will be available to you, but rentals may be available, potentially subject to additional charges.

Be advised that airlines and other Supplier/Vendors may impose charges for additional baggage and may have size restrictions for wheelchairs they can accommodate.

If you travel with a service animal or emotional support animal, Supplier/Vendor may require advance arrangements and documentation regarding the animal's health, training, and related factors.

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Be aware that foreign countries often apply different laws, rules, regulations, and standards, as it relates to accommodations for persons with disabilities or special needs. The Company makes no guarantees that you can or will be accommodated abroad.

Be aware that travel destinations may have limited medical facilities, limited availability of prescription medications, and limited means to accommodate your specific disability or special needs.

You are encouraged to consult your health care provider prior to planning or booking your travel arrangements.

6.2 Food Allergies. If you have any known food allergies or any similar conditions that may cause you harm during your Trip, please advise the Company in advance of booking.

If you have a known food allergy, while the Company will make all reasonable efforts to request or arrange for appropriate accommodations, Client acknowledges and agrees that the Company is not responsible for the failure or inability of the Supplier/Vendors to meet Clients' dietary restrictions, and Client is solely responsible for his or her own food allergies and for performing all due diligence relating to same, prior to, during, and following your Trip.

7. Limitations on Liability. The Company is not responsible for the actions or inactions of Suppliers/Vendors. In instances where Client suffers damages, whether of a personal/bodily nature or loss/damage to property, due to unusual or unforeseen circumstances arising due to reasons beyond the control of the Company, including, but not limited to, acts of God, acts of war, civil commotion or unrest, suspension and/or closure of Services such as transportation or accommodation facilities, actions or orders of government or other public agencies, or other such circumstances, Client expressly understands and agrees that the Company shall not be held liable for compensation, except in the case of damages actually resulting from conduct on the part of the Company that was intentional.

It is the responsibility of Client to obtain travel insurance should Client so choose, and Client expressly understands and agrees that the Company is not responsible for damages in the event of Client's failure to so obtain such travel insurance.

Client understands and voluntarily assumes the risks, both known and unknown, associated with the Trip or activity.

The Company offers retail travel Services to customers, which are provided by separate and independent vendors of travel Services. The Company does not operate, control, or otherwise provide the services of the independent travel Suppliers/Vendors which may be utilized in connection with Client's specific Trip. Hence, Client agrees that the Company acts only as agent for the Client in acquiring transportation, hotel accommodations, sightseeing, and other privileges, or Services for the Clients' benefit, and on the express condition that the Company shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection there with.

Client understands that the Company is not responsible for any flight delays, cancellations, changes or weather inconveniences that may affect the length of their Trip or ability to participate in certain activities.

7.1 Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the cost paid to the Company for Services after cancellation fees and non-refundable deposits or fees.

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7.2 Indemnification. Client agrees to indemnify, defend and hold harmless the Company and Agent and their affiliates, employees, agents, volunteers and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) the Company provides to Client.

7.3 Release Clause. Client releases, discharges, and covenants not to sue and to hold harmless Agent and the Company, and its owners, officers, employees, agents, representatives, related entities, independent contracts/sales representatives, volunteers, successors and assigns from claims for damages related to the risks of Trip and/or activities participated in whilst thereon, including any such claims as may arise internationally or would otherwise have proper jurisdiction outside the United States of America and its territories.

7.4 Risky Activities. If Client engages in any activity that may involve a risk of harm to any person's health or wellbeing, damage to property, or costs relating to such activity ("Risky Activities"), Client expressly acknowledges and agrees that he or she is solely responsible for your decision to engage in such Risk Activity, and thus, Client assumes all risks and liabilities relating to or arising from such Risky Activity. Client expressly releases the Agent and Company from all liabilities, causes of action, and claims relating to or arising from any Risky Activity.

8. Miscellaneous Provisions

8.1 Travel Documents. All United States citizens must carry a valid U.S. Passport Book (not a passport card) with expiration date at least six (6) months beyond the return date of travel, and must provide evidence of same to the Company. Due to Supplier/Vendor security measures, your passport name must match the name on all of your travel accommodation tickets or you may be denied boarding.

8.2 No Chargebacks. Client will not, under any circumstances, pursue or threaten to pursue any chargebacks to Client's credit card and/or other form of payment (i.e., PayPal, etc.) for any reason whatsoever related to the Company's Services or the Company's provision of said Services. In the event of a chargeback or attempted chargeback, the Company reserves the right to report it to the credit bureaus as a delinquent account, cancel any arrangements already planned, and to refuse to do business with Client again in the future.

Further, Client agrees and understands that the charges on Client's credit card and/or other form of payment related to the Company's Services or the Company's provision of said Services are irrevocable and undisputable, and that contesting said charges is a material breach of this agreement, entitling the Company to attorney fees and costs associated with addressing a chargeback, in addition to the amount contested.

The Company reserves the right to pursue any legal remedy it chooses to pursue any collection effort it deems necessary against Client related to a chargeback or attempted chargeback, including, but not limited to, the commencement of civil litigation.

8.3 Impossibility/Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- (a) A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- (b) War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- (c) Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

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- 8.4 Failure to Perform Services.** In the event the Company cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:
- (a) Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
 - (b) Issue a refund or credit based on a reasonably accurate percentage of Services rendered consistent with the provisions of Cancellation of Trip" Section (C).; and
 - (c) Excuse Client of any further performance and/or payment obligations in this Agreement.
- 8.5 Governing Law.** The laws of Hawaii will govern all matters arising out of or relating to this Agreement, including torts.
- 8.6 Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.
- 8.7 Waiver.** The failure of any party to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of that party's right to require strict compliance in the future or construed as consent to any breach of the terms of this Agreement.
- 8.8 Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:
- 8.8(a)Email*
- 1. Company's Email: kristyne.wada@fora.travel
 - 2. Client Email: Email provided by Client at the time of booking Services
- 8.9 Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the Other and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 8.10 Amendment.** The parties to this Agreement may amend this Agreement only by the parties' written consent via proper Notice.

ARTICLE FOUR **Company Values**

Together, we will embark on a collaborative journey to design your desired trip. This requires a mutual commitment to these shared values:

- Commitment to traveling: We both bring excitement and commitment to creating a personalized travel experience, and you (and your group) are committed to traveling.
- Responsiveness and timeliness: We value timely responses and adherence to agreed-upon deadlines to keep the planning process on track, as delays can result in changes to rates and availability impacting travel plans and investment.

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- Respect: We will treat each other with courtesy, professionalism, and understanding throughout the planning process. We value open and honest communication, respecting each other's opinions, needs, and travel preferences. We also acknowledge and appreciate the diverse cultures encountered during travel and commit to responsible tourism practices.

ARTICLE FIVE **Ratification**

In signing this Agreement, I acknowledge and represent (i) that I have read and understand it; (ii) that I sign it voluntarily without any inducement, assurance, or guarantee being made to me and for full and adequate consideration; and (iii) that I am at least eighteen (18) years of age and fully competent;

Client's Signature

Date (Day/Month/Year)

Printed Name

Kristyne Wada, Enriched Travels

Date (Day/Month/Year)