

TERMS & CONDITIONS

1. PAYMENT TERMS

- 1.1. Payment. Client (as defined in Section 19 below) shall strictly comply with the Payment Schedule on or before the due date. Perform America ("PA") accepts payment by check or, with a 5% surcharge, Visa and MasterCard. Checks should be made payable to Perform America, LLC.
- 1.2. Additional Deposits. From time to time, PA may request one or more deposits over and above those set forth in the Payment Schedule (the "Additional Deposits"). Additional Deposits may be required because of travel during peak periods, the unique nature of the facilities, or any other matter which, in PA's sole opinion, requires an additional deposit. PA will consult with Client's tour organizer before making a request for an Additional Deposit, but PA's decision whether an Additional Deposit is necessary is final. Client shall pay an Additional Deposit within thirty (30) days of the request by PA.

2. DUTIES AND OBLIGATIONS OF PA

- 2.1. Scope and Exclusivity. PA shall have the duties and obligations set forth in this Section 2 and no others.
- 2.2. Services Supplied by PA. PA will provide the transportation, transfers, airfare, lodging and services specified in the attached tour brochure, which tour brochure is hereby incorporated herein by reference, on the terms provided herein. PA reserves the right to vary itineraries and/or destinations and to substitute hotels if circumstances beyond its control necessitate such change(s).
- 2.3. Services Excluded by PA. All transportation, charges, services or other items not specifically identified in the tour brochure for this trip are not covered and must be paid by Client separately. Excluded services and items include, but are not limited to, tips to local guides; meals and beverages other than those noted in the tour brochure; expenses of a personal nature such as laundry, telephone, valet, etc.; portage for hand-carried luggage; passport and visa fees; free time activities; optional excursions and coach driver and guide/escort gratuities.
- 2.4. Special Equipment and Excess Luggage Needs. Special technical equipment (including musical instruments), excess or oversize luggage and the transportation for such are not included. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length+ width+height) is subject to additional charges.

3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- 3.1. Limitation on Liability of PA. The Client releases and shall hold harmless PA, its agents and cooperating organizations from all responsibility and/or liability of any nature for loss, damage or injury to property or person ("Claims") due to any cause whatsoever occurring during a tour under PA's management, except Claims caused by the gross negligence or willful misconduct of PA. Client unreservedly releases and shall hold harmless PA, its agents and cooperating organizations from all responsibility and/or liability for any Claims due to Client contracting any infectious disease, including, without limitation, COVID-19, while participating in a tour.
- 3.2. Client's Indemnification. Client shall hold PA, its agents, employees, contractors and affiliated organizations harmless from, and indemnify and defend same against, any and all Claims occurring during the tour, or any part thereof, when such Claim has been caused in part or in whole by the act, neglect, fault, or omission of Client, its agents, servants, employees, or invitees. The provisions of this Paragraph 3.2 shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

4. CANCELLATION

- 4.1. Right to Cancel. Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section 4. Client expressly acknowledges and agrees that the tour group representative communicating directly with PA in connection with the tour may cancel the tour on behalf of Client if such representative determines that it is necessary or desirable, whether as the result of an Act of God or otherwise, that the tour be cancelled.
- 4.2. Cancellation Schedule. Subject to the terms of the remainder of this Section 4, and provided that Client has made all payments required under the Payment Schedule, Client may cancel this Agreement by providing written notice of the cancellation to PA. Upon providing such notice, subject to Section 4.3 below, Client is entitled to return of any deposits less the applicable cancellation fee as set forth in the Cancellation Schedule set forth below. The following per person fees apply for cancellations:
 - At any time prior to 120 days before departure the cancellation fee is \$300 per person;
 - From 120 to 91 days before departure the cancellation fee is \$500 per person;
 - From 90 to 61 days before departure the cancellation fee is \$700 per person;
 - From 60 to 46 days before departure the cancellation fee is \$2000 per person; and
 - From 45 days before departure until the departure date the cancellation fee is the full tour price.
- 4.3. Limitations on Cancellation. Notwithstanding the provisions of the preceding Section 4.2, upon providing notice of cancellation to PA, Client shall not be entitled to refund of any deposits which have been used by PA to reserve space or fares if the deposits for space or fares are non-refundable to PA from the providers. Further, in the event that the payments or deposits made by Client are less than the amounts paid by PA to reserve space or fares which are non-refundable, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to PA for any shortfall. Client shall remain liable to PA for any actual damages to PA resulting from Client's cancellation of the Agreement.

5. CLIENT'S BREACH AND DEFAULT

- 5.1. Breach. Upon the breach of any term of this Agreement, including but not limited to failure to strictly comply with the payment terms, failure to timely make Additional Deposits, or violation of any of the rules and regulations of PA, PA may, at its option, declare the Client in default and terminate its obligation to perform further under this Agreement. Upon any breach of this Agreement, by failure to make payments or otherwise, PA may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, all late payments, if accepted by PA, will be charged a late fee of one and one-half percent (1½ %) of the unpaid balance per month.
- 5.2. PA's Remedies. Upon any breach this Agreement, by failure to make a payment, or otherwise, Client forfeits its entire deposit and PA may attempt to reschedule, resell or reuse any goods or services previously purchased or reserved for Client's benefit including, but not limited to, air or other transportation and hotel accommodations.

6. JURISDICTION AND GOVERNING LAW

Any dispute of any kind arising out of or from a claimed breach of this Agreement shall be resolved in the Superior Court of Gwinnett County, Georgia, and Client consents to venue and jurisdiction in that Court. Client further agrees that all disputes arising from this Agreement shall be resolved in accordance with Georgia law.

7. ATTORNEY'S FEES

In the event of any legal action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

8. WAIVER

No waiver by PA of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. PA's consent to or approval of any act by Client requiring PA's consent or approval shall

not be deemed to render unnecessary the obtaining of PA's consent to or approval of any subsequent act of Client.

9. NOTICES

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

10. INTEGRATION AND AMENDMENTS

The provision of this Agreement, including these Terms and Conditions and any Rules and Regulations of PA, supersede any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. To the extent it conflicts with this Agreement, any information found in any advertising material, brochure, or website is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

11. ACTS OF GOD

If the tour is cancelled due to an external event that is unforeseeable and unavoidable and not the result of PA's actions making it impossible or impracticable in the sole discretion of PA to honor these Terms and Conditions, such as by reason of wars, riots, revolutions, explosions, strikes, port blockages, government actions or natural disasters such as floods, earthquakes, tsunamis or a widespread occurrence of an infectious disease (collectively, "Acts of God"), Client shall have the option of (1) taking a refund pursuant to the provisions for cancellation in Section 4.2 above, (2) selecting an alternate tour through PA if a comparable tour is available, or (3) participating in an alternate tour at a later date if a substantially similar tour program is re-scheduled to the same destination. Client shall be responsible for paying any increased tour costs associated with any alternate comparable tour or substantially similar re-scheduled tour. Client waives the right to dispute any payments made by credit card or otherwise, whether alleging failure to deliver services or other alleged failure, if a tour is cancelled by PA, by Client or by the tour group's representative as contemplated in Section 4.1 above, as a result of any Act of God.

12. TRAVEL CONDITIONS

12.1. Hotels. Hotels utilized are doubles/twins. Each room will have private facilities, including shower or bath. A supplement surcharge is applicable to participants in single accommodations.

12.2. Fluctuations, Substitutions with Group. Client may, under certain circumstances, substitute another person in their stead. Substitutions on flights are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available. PA will use its best efforts to keep the new person at the group rate.

The following per person fees apply for substitutions:

On or after 180 days before departure the substitution fee is \$50 per person;

On or after 120 days before departure the substitution fee is \$100 per person;

On or after 90 days before departure the substitution fee is \$150 per person;

On or after 60 days before departure the substitution fee is \$350 per person; and

On or after 45 days before departure the substitution fee is \$1000 per person.

Substitutions are not possible less than 5 days before departure

*PA must receive the substitution deposit/payments before making a refund to the Client.

12.3. Rooming List and Late Changes. PA must receive the rooming lists no later than 45 days prior to departure from Client's tour organizer. Late changes in the rooming list, including name changes, additions and deletions are subject to a late change/penalty of \$25 per person. This charge covers the costs of administrative expenses, long distance telephone calls, over-night mail charges, etc.

12.4. Flight Arrangements: All flights will be by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of PA. Tour price is based on mid-week travel and air fare flying round trip from the location stated in the tour brochure. Any increase in air fare shall be borne by the participant. Airline taxes and fuel surcharges up to the amount specified in the tour brochure are included in the tour price. Client acknowledges that the tour price may be increased by PA after the date of purchase to offset increases in fees, fuel surcharges, taxes and fluctuations in foreign exchange markets or any combination thereof if additional costs are imposed by a supplier or government. The operators providing transportation are not responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. PA has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motor coach transportation. The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If Client misses any included transportation segment (e.g. flight, transfer, bus or train departure), Client is responsible to make arrangements for and to pay the cost of rejoining the group.

12.5. Deviations: Late return deviations are sometimes permitted from the original city of departure, for a minimum fee of \$175, if the class of service is still available at time of booking and if the carrier's fare rules permit the change. All deviations must be applied for by writing, faxing or emailing your request to Perform America. When a deviation is confirmed by the airline, passengers will be notified and invoiced for all charges incurred for their deviation.

Each subsequent change is subject to an additional \$50 processing fee, plus airline fees once confirmed. Deviations are difficult, especially during high season, so requests must be made as early as possible. Clients who deviate must arrange for their own ground transportation to and from the airport.

13. FREQUENT FLYER PROGRAM MEMBERS

If Client desires to use frequent flyer miles for free tickets, Client will need to book its flights directly with the airline and purchase a "Land Only" package from Perform America. Perform America is unable to provide ticket copies after departure for mileage credits. Client should check with their preferred carrier to determine if Client qualifies for any mileage accrual.

14. LAND ONLY

Any Client choosing the 'Land Only' package after their initial full-tour reservation has been made in writing, faxing or emailing, is subject to a \$50 change fee up to 60 days prior to departure. Anyone changing to a 'Land Only' option 60 to 0 days prior to departure will be subject to a \$1,000 change fee. If Client chooses the 'Land Only' option must arrange for their own ground transportation to and from the airports and any mid-tour flights.

15. TOUR PRICES

The services specified are based on a minimum of number of passengers. If this quota is not reached, the price of the tour will be increased proportionately. All tour prices quoted for transportation and land arrangements are based on rates (including foreign exchange rates) and taxes in effect at time of publication and are subject to change. Adjustments will be made if the exchange rate varies more than 3% at 120 days prior to departure. Confirmation of final air and land prices and taxes will be advised at that time.

16. TRAVEL INSURANCE

Travel insurance is recommended to help cover trip cancellation/interruption, whether as a result of Acts of God contemplated by Section 11 above or otherwise, travel delay, emergency medical, baggage delay, and accidental death coverage.

17. PHOTOGRAPHS AND VIDEO IMAGES

Client acknowledges that tour guides employed by PA, as well as other private individuals not employed by PA travelling with the tour, take photographs and videos from time to time during tours. In addition, PA sometimes engages professional photographers and videographers to record tour performances for promotional purposes. Client agrees that PA may use any photographs or images in which Client appears for PA's promotional purposes in any type of media, including its company website, as long as no personally identifiable information, such as an individual traveler's name, address or telephone number, is published along with any likeness or images of such person. Client hereby waives any and all claims against PA arising out of the publication of any photographs or videos taken during any tour by any other individual not employed by or otherwise affiliated with PA.

18. CHAPERONES

Parents, legal guardians or chaperones must accompany and be legally responsible for the custody, care and actions of any minor passengers participating in a tour. Any chaperones must be provided by the school, church or group for which the tour was organized, and all parents, guardians or chaperones shall be responsible for paying their own travel and other tour expenses.

19. CLIENT

For the purposes of these terms and conditions, the "Client" is the person who makes a tour reservation to travel on a tour or, in the case of a minor tour participant, the adult person who makes such tour reservation for such minor on the minor's behalf.