

TRAVEL AGREEMENT

This Travel Agreement (“**Agreement**”) is made effective the date set forth at the end of this agreement between Sophie’s Cuppa Tea, a corporation (“**Company**”) and the person named at the end of this Agreement as Traveler (“**Traveler**”) with reference to the following recitals the parties agree are true.

- A. Company is in the business of acquiring quality teas from China and re-selling them in the United States.
 - B. Company owners take a purchasing trip to China in the spring of each year to purchase teas for its business.
 - C. Traveler is a person who is a customer of Company or an affiliate who has an interest in learning first hand where Company’s teas come from, how they are grown, and what the tea growing regions in China are like.
 - D. Company has offered Traveler the opportunity to meet Company representatives in China and to travel with them while they are in China for their annual buying trip, at Traveler’s cost.
 - E. Company and Traveler have agreed to terms and conditions on which Traveler may travel in China with Company representatives to experience first-hand the regions from which Company purchases its teas sold in the United States.
1. **The Trip** – Traveler will meet Company representatives in Wuhan, China on April 8, 2020, and shall travel with Company representatives from Wuhan through China tea growing regions chosen by Company for 11 days and return to Wuhan, China on April 18, 2020 (the “**Trip**”). The tentative itinerary for the Trip is attached as Exhibit “A” (the “**Itinerary**”). Company has the right to modify the Itinerary at Company’s discretion to take account of conditions in China at any time, but shall not shorten the duration of the trip without written consent of Traveler. Each time the Itinerary is modified, Company shall advise Traveler as to the modification. The Company reserves the right to cancel the trip if there are fewer than 14 travelers who timely pay the purchase price for the Trip.
 2. **Cost of Trip** – The cost of the Trip to be paid by Traveler is \$5900.00 per person. Accommodations will be two people per room. If Traveller wants single room accommodations then there is an additional \$950 due with initial deposit. Traveler acknowledges that the trip cost includes lodging in China starting April 9, 2020, travel in China, and meals and events arranged and paid for by Company, but does not include Traveler’s cost of transportation from US to and from Wuhan, China, nor incidental expenses not pre-paid by Company that Traveler may incur at traveler’s choice. See section 4 below. Company and Traveler acknowledge and agree that Traveler has paid

Company a \$2,950 deposit per person to reserve spot for the Trip. The deposit may be withdrawn at any time up to December 1, 2019. After that date the deposit, if not previously withdrawn, shall become non-refundable. Remaining \$2950. of the purchase price shall be payable by Traveler to Company no later than . December 18, 2019. At such time, December 18th, all Traveler's payments become non-refundable, and, Traveler authorizes Company to apply the deposit and the subsequent funds paid by Traveler to Company to payment by Company of deposits or payments required by vendors providing lodging, food, activities, land and/or air travel, and other services in China for the benefit of the Trip. If Traveler fails to pay the balance of the purchase price as required, then Traveler shall not be entitled to participate in the Trip.

3. **Cancellations** – The following sets forth the rights and obligations of the parties in the event either Company cancels the trip or Traveler cancels his or her participation in the Trip:
 - a. **Cancellation by Company** – Company may cancel the Trip at any time at Company's discretion if Company determines that economic, social or other conditions in China make it unsafe or inadvisable to take or continue the Trip. In the event Company cancels the Trip prior to departure on trip, Company shall refund to Traveler any portion, if any, of funds paid by Traveler to Company that has not previously been expended by Company for lodging, food, travel, activities or other services for the benefit of the Trip, whether to third party vendors or to Company or its representatives. If cancellation occurs during the course of the trip Company will refund none of the money paid by Traveler. Traveler understands and agrees that cancellation by Company may result in Company not refunding to Traveler some or all of the funds Traveler has paid to Company. For this reason Traveler agrees it is advisable for Traveler to purchase trip cancellation insurance to protect Traveler against the possibility of such loss, and Traveler assumes and takes the risk of failure of Traveler to purchase such insurance.
 - b. **Cancellation by Traveler**- Traveler may cancel Traveler's participation in the Trip for any reason or no reason at any time. If Traveler cancels prior to Traveler's deposit becoming non-refundable, Company shall return the deposit to Traveler. If Traveler cancels after the deposit becomes non-refundable, Company shall not have any obligation to refund to Traveler any portion of funds paid by Traveler to Company. Traveler agrees that because Company has no obligation to refund any portion of funds paid by Traveler to Company once Traveler's deposit and trip payments become non-refundable, it is advisable for Traveler to purchase trip cancellation insurance to protect Traveler against the possibility of loss in the event Traveler cancel's Traveler's participation in the Trip, and Traveler assumes and takes the risk of failure of Traveler to purchase such insurance.
4. **Obligations of Traveler** – Traveler shall be responsible for all of the following:

- a. Having a current valid passport in effect at all times related to the Trip.
- b. Obtaining visas necessary to Traveler to travel in China, with the understanding Company will advise traveler as to what visa is required and how to obtain the visa,
- c. All costs of travel from the United States to China on carriers selected by Traveler.
- d. Obtaining shots and inoculations recommended by the United States Center for Disease Control for travelers from the United States to China.
- e. Being aware of recommendations from the United States Department of State and the United States Center for Disease Control regarding safe and healthy travel in China, including all recommendations regarding drinking water and eating raw foods.
- f. Obtaining Trip insurance prior to the Trip covering loss that may be suffered by Traveler if the Trip is cancelled.
- g. Obtaining health insurance and medevac insurance to cover medical costs and costs of transport out of the Trip region if Traveler suffers a health incident during the Trip that cannot or should not be treated in that region or in China.
- h. Obeying local laws and rules during the Trip, including house rules of hotels, inns, restaurants and other facilities Traveler will visit during the Trip.
- i. Maintaining an amiable, courteous and friendly attitude and demeanor toward other travelers on the Trip.
- j. Being where Traveler has been told to be or has agreed to be, on time, and ready to move as directed from time to time by Company.
- k. Keeping track of all luggage, equipment including telephones and computers, and all other property Traveler takes on the Trip, and following all directions and suggestions from Company, lodging operators and others with regard to safe-keeping of Traveler's belonging.
- l. Payment of all incidental costs and expenses incurred by traveler and not prepaid by Company. Examples of incidental expenses include, but are not limited to laundry and cleaning, room service food and beverages, snack and beverage costs for such items provided by hotels in rooms or purchased by Traveler outside hotels, souvenirs and mementos, alcoholic beverages not specifically listed in itinerary, taxis and other transportation not prepaid by Company, wireless charges if not prepaid by Company, and telephone, facsimile transmission and other communications charges Traveler may incur.
- m. Not making any recordings or photography without explicit permission

5. **Obligations of the Company** – Company shall be responsible for all of the following:

- a. Meet Traveler in Wuhan, China on April 8, 2020, lead the Trip in accordance with the Itinerary, and return Traveler to Wuhan on April 18, 2020.
- b. Make all lodging, food, travel, and activity arrangements for the Trip in accordance with the Itinerary with the understanding that accommodations and food shall be appropriate for travelers who have not previously lived in rural China.
- c. Provide such interpretation as shall be appropriate to enable Traveler to understand what Chinese persons are saying during the Trip that may affect Traveler's enjoyment of the Trip.
- d. Have one Company representative present with the group Traveler is participating in each day of the Trip.
- e. Arrange for lodging and food for Traveler in Wuhan on each end of the Trip (April 7, 2020 and April 18, 2020) if requested and paid for by Traveler.
- f. Provide Traveler with information as to what visa is required for travel in China by Traveler for the entire duration of the Trip, and information as to where and how to obtain the necessary visa.

6. NO WARRANTIES/LIMITATION OF LIABILITY -TRAVELER AND COMPANY EACH ACKNOWLEDGE AND AGREE THAT COMPANY HAS NOT MADE OR GIVEN ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRIP TO TRAVELER, WHETHER EXPRESS OR IMPLIED, AND THAT THE OBLIGATIONS OF COMPANY TO TRAVELER UNDER THIS AGREEMENT ARE SOLELY AS SET FORTH IN SECTION 4 ABOVE. TRAVELER UNDERSTANDS AND AGREES THAT LIABILITY OF COMPANY TO TRAVELER ON ACCOUNT OF FAILURE OF COMPANY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PURCHASE PRICE FOR THE TRIP PAID BY TRAVELER, REGARDLESS OF ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO, SOLE NEGLIGENCE OF COMPANY OR FRAUD OR MISREPRESENTATION OF COMPANY), LAW, REGULATION OR STATUTE ASSERTED BY TRAVELER, AND THAT TRAVELER'S SOLE REMEDY IN THE EVENT TRAVELER CLAIMS DAMAGES ON ACCOUNT OF ACTION OR INACTION OF COMPANY SHALL BE RETURN BY COMPANY TO TRAVELER OF THE PURCHASE PRICE OF THE TRIP ACTUALLY PAID BY TRAVELER TO COMPANY, LESS AMOUNTS PAID BY COMPANY FOR THE BENEFIT OF TRAVELER WITH RESPECT TO THE TRIP WHICH CANNOT BE RECOVERED BY COMPANY.

7. Force Majeure - NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION TO TRAVELER FOR DAMAGE TO PROPERTY, INJURY TO PERSON, OR OTHER DAMAGE OR INJURY RESULTING FROM ACTS OF WAR, TERRORIST ACTIVITIES, REVOLUTIONS, ACTIONS OR CLAIMS OF GOVERNMENT AUTHORITIES IN CHINA OR ELSEWHERE, FIRE, FLOOD,

SEVERE WEATHER, FAILURE OF VENDERS OF TO PROVIDE GOODS OR SERVICES THEY CONTRACTED TO PROVIDE, INJURY OR DAMAGE RESULTING FROM THE NEGLIGENCE OR WILFULL MISCONDUCT OF TRAVELER, OR OTHER SITUATIONS OR CIRCUMSTANCES BEYOND THE CONTROL OF COMPANY.

- 8. Miscellaneous** – This Agreement shall be binding on the parties and their respective heirs, beneficiaries, successors, assigns, agents, servants, employees and representatives of all types. This Agreement sets forth the entire agreement of the parties with regard to the subject matter of this Agreement and shall not be modified except by a writing executed by both Company and Traveler. This Agreement shall be construed and enforced under the laws of the State of California. In the event of litigation in any manner relating to or arising out of this Agreement the prevailing party shall recover from the losing party all costs of suit, including all reasonable attorney fees incurred by the prevailing party.

Executed at _____, California effective _____, 2018.

Company

Sophie's Cuppa Tea, a corporation

By _____

Address for Notices:

Traveler

Print Name _____

Address for Notices:
