

- e. That Agency is responsible for submitting all passenger immigration data in a timely manner through P&O Cruises' online form, a link to which is provided in the cruise confirmation.
- f. To advertise all cruise fares inclusive of non-commissionable fares. However, government fees and taxes may be stated separately.
- g. That Agency may not publish, advertise or promote any pricing, rates, or discounts for any P&O cruises, in any form of media (*e.g.*, television, radio, Internet/Web, magazines, newspapers, e- mails, etc.) that are lower than any price, promotion or prevailing group fare shown on the P&O Cruises web site maintained by Vacations To Go.
- h. That commissions are earned only when a passenger for whom Agency has made a booking actually completes that sailing and disembarks the vessel.
- i. To market all P&O Cruises products in a competent and professional manner to the best of its ability and to deal fairly and in good faith with its passengers and Vacations To Go.
- j. To comply with any and all applicable federal, state and local law in connection with marketing, promoting and selling P&O Cruises products or services.
- k. That Agency will submit a Vacation To Go credit card authorization form for each paying customer and comply with the requirements of the payment and credit card industries with regard to retention and security of card holder data.
- l. That Agency will keep this Agreement and any proprietary and confidential information which it obtains concerning Vacations To Go or P&O Cruises, strictly confidential.
- m. That while Vacations To Go recognizes the necessity that key management of Agency and its associated offices be aware of this Agreement, Agency agrees that the specific details of this Agreement will not be disclosed to non-management staff and travel counselors. The foregoing confidentiality obligations shall survive the expiration or earlier termination of this Agreement.
- n. That this Agreement shall apply and be binding on all Agency office locations and Agency agrees to advise all such offices of the terms and conditions of this Agreement.
- o. That all reservations or bookings made under or pursuant to this Agreement, including, without limitation, requests for group space, are subject to availability and shall be subject to the terms and conditions contained in the P&O Cruises contract of carriage (Addendum A)
- p. That Vacations To Go will attempt to ensure the accuracy of the pricing reflected in its systems and web sites, however, in the event of a pricing error or omission, Vacations To Go reserves the right to cancel or adjust the pricing of any reservation that is impacted by the error. Further, Agency shall immediately notify Vacations To Go of any pricing error.
- q. That Agency will ensure that every individual or group customer receives a copy of the Contract of Carriage before booking.

4. Termination

If any of the following events shall occur at any time Vacations To Go may terminate this Agreement:

- a. Agency breaches any of its material representation, warranties or covenants contained in this Agreement; or is adjudicated bankrupt or insolvent; or shall petition for consent or a petition shall be filed against Agency in any court for relief under any bankruptcy, insolvency, reorganization, receivership, liquidation, compromise or arrangement or moratorium statute or other similar law whether now or hereafter in effect; or shall make an assignment for the benefit of its creditors; or shall petition for the appointment of a receiver, liquidator, referee, trustee, custodian or other similar official for all or a substantial portion of its assets; or if a receiver, liquidator, referee, trustee, custodian or other similar official is appointed for all or all or a substantial portion of its assets and its not discharged within sixty (60) days after the date of such appointment; or shall fail generally to pay its debts as they come due.
- b. Agency engages in any activity that is deemed slanderous, libelous, injurious or otherwise defamatory of Vacations To Go or P&O Cruises or that is otherwise likely to be perceived as derogatory toward Vacations To Go or P&O Cruises.

5. Ticket Contract

- a. Agency acknowledges that it has read and understands P&O Cruises' contract of carriage (hereafter referred to as "Contract") (Addendum A) and shall ensure that each of its staff members has read and understands the Contract. The terms and conditions of the Contract, as may be amended by P&O Cruises from time to time, shall be binding upon Agency's customer. P&O Cruises shall issue this Contract to all passengers along with their cruise documents in connection with any reservations made pursuant to this Agreement and the terms and conditions of said Contract shall constitute the sole Contract of passage between all such passengers and P&O Cruises. Agency agrees and shall ensure that each staff member agrees, not to make any representation, covenant or warranty, whether oral or written, which may be inconsistent with the terms and conditions of the Contract.

6. Liability

- a. Agency agrees to indemnify, defend and hold Vacations To Go and its officers, directors, employees, consultants, and agents harmless from and against all claims, causes of action, damages liabilities, costs, charges, and expenses, including reasonable attorneys' fees and costs of court, awarded against or paid in settlement by Vacations To Go arising out of or resulting from any claim related to or arising out of the actions or inactions of Agency in connection with the relationship between the parties and/or matters contemplated in this Agreement.
- b. Vacations To Go agrees to indemnify, defend and hold Agency and its officers, directors, employees, consultants, and agents harmless from and against all claims, causes of action, damages liabilities, costs, charges, and expenses, including reasonable attorneys' fees and costs of court, awarded against or paid in settlement by Agency arising out of or resulting from any claim related to or arising out of the actions or inactions of Vacations To Go in connection with the relationship between the parties and/or matters contemplated in this Agreement.
- c. Vacations To Go shall have no liability to Agency or customers of Agency for any

consequential, special, contingent or incidental damage or loss whatsoever, including, without limitation, loss of profit, revenue or bargain, arising out of or in connection with this Agreement.

7. Force Majeure

- a. Vacations To Go shall not be responsible for, nor be deemed to be in default under this Agreement, on account of any delay or default in performance of its obligations hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions, act of terrorism, wars, insurrections, strikes or other labor disturbance, labor disputes, work stoppages, riots, fires, floods or explosions, and/or any other cause beyond the reasonable control of the party whose performance is affected. A delay of default resulting from any of the foregoing causes is referred to as a "Force Majeure Event".

8. Substitution of Vessels

- a. P&O Cruises shall have the absolute right at any time during the Term of this Agreement to withdraw, lease, sell or otherwise dispose of any vessels in its fleet and to substitute a comparable vessel, if available, for any affected sailing.

9. Modification

- a. This Agreement shall not be modified or waived in whole or in part except in writing signed by an officer of the party to be bound by such modification or waiver.

10. Assignment

- a. Neither party may assign this Agreement or any rights, duties or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the express written consent of the other party. Any attempted assignment or delegation without such consent shall be wholly void and totally ineffective for all purposes. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors.

11. No Third Party Rights

- a. Nothing contained in this Agreement is intended or shall be construed to give any person, corporation or other entity, other than the parties hereto and their respective representatives, successors and assigns, any legal, equitable right, remedy or claim under or in respect to this Agreement or any provision herein contained, this Agreement being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective legal representatives, successors and assigns.

12. Severability

- a. If any provision of this Agreement, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this Agreement and application of such provision to other persons or circumstance shall continue in full force and effect and in no way be affected, impaired or invalidated.

13. Attorney's Fees

- a. In the event either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement, the prevailing parties shall be entitled to receive payment of all costs and expenses of such collections, enforcement or protection, including reasonable attorney's fees.

14. Time of the Essence

- a. Time wherever mentioned shall be of the essence of this Agreement.

15. Jurisdiction

- a. This agreement shall be governed by the laws of the state of Texas, and Agency agrees to submit to the exclusive jurisdiction of the state and federal courts in Harris County, Texas, in all contingencies and disputes.

16. Notices

- a. Any notice or request to be given under this Agreement shall be sent by certified mail or overnight mail service with receipt confirmation and shall be directed by one party to the other at its address as follows:

To Agency:

To Vacations To Go:
Vacations To Go, Inc.
5851 San Felipe, Suite 500
Houston, TX, 77057
Attn: Emerson Hankamer, President & COO

Agreed to by:

Vacations To Go, Inc.

Agency: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____
