

Please read the following Vilu Travel Designers Luxury Travel Referral Program agreement carefully. By clicking the “I Agree with the Program Agreement” box in the Luxury Travel Referral Sign Up form (<https://vilutravel.com/luxury-travel-referral-program-sign-up/>) and submitting the form by clicking the “Sign Up” button, you are consenting to be bound by and are becoming a party to this agreement. If you do not agree to all of the terms of this agreement, do not check the box and submit the form.

Please note: by Agreeing this Independent Contractor agreement, Independent Contractor is hereby certifying that independent contractor (a) was able to review and study the agreement before executing it; (b) read this agreement carefully before signing it; (c) had sufficient opportunity to confer with counsel of independent contractor’s choice; (d) had sufficient opportunity before signing the agreement to ask any questions independent contractor had about the agreement and received satisfactory answers to all such questions; and (e) understands independent contractor’s rights and obligations under the agreement.

This Luxury Travel Referral Program Agreement (“Agreement”) is made and entered into by and between Unik Travels LLC dba Vilu Travel Designers and Independent Contractor (each, as defined below). This Agreement shall become binding upon Approval (as defined below). Unik Travels LLC dba Vilu Travel Designers and Independent Contractor are sometimes referred to as a “party” and together as the “parties”.

As used in this Agreement the following terms shall have the meanings set for the below:

“Independent Contractor” means the person detailed in the Referral Program Sign Up form submitted to Unik Travels LLC dba Vilu Travel Designers.

“Referral Program Sign Up” means the form provided by Unik Travels LLC dba Vilu Travel Designers via its website, a link or in the manner as determined by Unik Travels LLC dba Vilu Travel Designers.

“Approval” has the meaning given to it in Section 1 hereof.

“Trip” means vacation, package, trip or any similar denomination.

“Vilu Travel Designers” means Unik Travels, LLC. dba Vilu Travel Designers at 55 E. Monroe St. Suite 3800, in the city of Chicago, in the state of Illinois, 60603 (together with its successors, assigns and subsidiaries, if any)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Termination section below.

2. Approval. The legal effectiveness of this Agreement is subject to Vilu Travel Designers approval in writing (via mail, fax or e-mail) of Independent Contractor’s application for participation in the Luxury Travel Referral Program (“Approval”), and this Agreement shall commence on the date of such Approval (“Effective Date”).

Vilu Travel Designers may reject or decline to accept Independent Contractor application for any or no reason at its sole discretion. Vilu Travel Designers may take screening measures of any sort in connection with Independent Contractor application. If Vilu Travel Designers approves Independent Contractor's application, Independent Contractor may refer sales leads to Vilu Travel Designers during the term and in accordance with all terms and conditions of this Agreement, to enable Vilu Travel Designers to solicit orders for Vilu Travel Designers products and/or services ("Services").

3. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with sixty (60) days' prior written notice of termination.

4. Termination for Cause. Either party may immediately terminate this Agreement upon the occurrence of any of the following events: (a) a material breach by the other party, which the other party fails to cure within thirty (30) days following receipt of a written notice of such breach, (b) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian, whether voluntary or otherwise, or (c) if there is instituted by or against the other party any proceedings under any bankruptcy law, or under any other law for the relief of debtors now or hereafter existing and such proceeding is not dismissed within thirty (30) days thereafter, or (d) if there have been problems with payments, complaints without justification among others with 2 or more commissionable leads.

5. Effect Upon Termination. Section 6, 7, 10, 11, 12, 13, 14, 36, 37, 38, 39, 40, 41, 42 and 43 shall survive the termination of this Agreement. Upon termination of this Agreement for any reason, Independent Contractor shall immediately cease the use of all Vilu Travel Designers brochures, literature, documentation and other materials within Independent Contractor control. Except as set forth in Section 6(d) hereof, Independent Contractor's shall have no rights or claims against Vilu Travel Designers in connection with termination, expiration or non-renewal of this Agreement; in particular, without any limitation, Independent Contractor hereby irrevocably waives any rights to additional commissions and/or compensation to the maximum extent permissible under applicable law.

6. Unauthorized Representations or Warranties. Independent Contractor activities under this Agreement shall be limited as follows:

- a. Independent Contractor shall conduct its business in its own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all applicable laws, and not perform any act which would or might reflect adversely upon the Services or the business or integrity of Vilu Travel Designers.
- b. Independent Contractor shall not be, or purport to be, authorized to legally represent Vilu Travel Designers or to conduct negotiations on behalf of Vilu Travel Designers. Independent Contractor's shall not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of Vilu Travel Designers or register this Agreement nor shall Vilu Travel Designers be liable for any acts, omissions to act, contracts, commitments, promises or representations made by Independent Contractor.
- c. Independent Contractor shall refrain from making any representations, warranties or other statements about Services, prices or business practices, except that Independent Contractor shall forward to sales leads unmodified marketing materials provided by Vilu Travel Designers.

d. Independent Contractor shall refrain from making any representations, warranties or other statements that are deceptive, misleading or otherwise inconsistent with the literature distributed Vilu Travel Designers or its suppliers with respect thereto.

7. No License. Independent Contractor acknowledges and agrees that no license is granted under this Agreement to use or access any Services, any of Vilu Travel Designers proprietary technologies, or any data, information or other content provided. As between the parties, Independent Contractor retains all right, title and interest in and to the Services and all technology, data, information or other content embodied therein or provided thereby, as well as any intellectual property rights or similar rights in connection therewith, and Independent Contractor acknowledges that Independent Contractor neither owns nor acquires any rights in or to the Services.

8. Referrals.

a. Submission of Leads. Independent Contractor shall identify each potential sales lead (“Proposed Lead”) and relevant commercial conditions relating to such Proposed Lead in an Vilu Travel Designers Lead Form (“Lead Form”), a standard form generated by Vilu Travel Designers (and available online via a link provided to Independent Contractor by Vilu Travel Designers), or via some other method at Vilu Travel Designers option. At Vilu Travel Designers request, Independent Contractor shall (i) supply any additional information reasonably requested by Vilu Travel Designers, (ii) discuss each completed Lead Form in detail with Vilu Travel Designers, and (iii) assist Vilu Travel Designers in making contact with the Proposed Lead by arranging an introduction, meeting, conference call or other means of communication with the Proposed Lead.

b. Acceptance of Leads. Within a reasonable period of time following Independent Contractor submission of a Lead Form, Vilu Travel Designers shall review the Lead Form to determine whether to accept the Proposed Lead as commissionable under Section 9 below or reject the Proposed Lead pursuant to this Section 8(b). Vilu Travel Designers will be under no obligation to accept any Lead Form submitted by Independent Contractor and may reject or decline to accept Lead Forms for any or no reason at its sole discretion, including, without limitation, because:

1. The Proposed Lead was an existing customer of Vilu Travel Designers at the time of the submission of the Lead Form;
2. Vilu Travel Designers was already involved in preliminary or advanced discussions relating to the provision of Services to the Proposed Lead at the time of the submission of the Lead Form; or
3. A Lead Form (or similar document) has previously been submitted to Vilu Travel Designers by Independent Contractor or any third party with respect to the Proposed Lead.

9. Commissions.

a. Commissionable Leads. A Proposed Lead qualifies as commissionable (“Commissionable Lead”) only if:

1. Independent Contractor has submitted a Lead Form for the Proposed Lead in accordance with Section 8(a);
2. Vilu Travel Designers has accepted the Proposed Lead as a Commissionable Lead

(e.g., not rejected the Proposed Lead as set forth in Section 5(b), or otherwise);

3. The Proposed Lead has executed a Trip Agreement with Vilu Travel Designers within nine (9) months after Independent Contractor submission of the applicable Lead Form; and

4. Vilu Travel Designers has received payment from the Proposed Lead under its Trip Agreement.

5. The trip has finished.

Vilu Travel Designers will pay forever for each Commissionable Lead even if the clients do not contact the Independent Contractor if the Commissionable Leads executes a new Trip Agreement in the next two (2) years after the previous trip has finished, the new trip has been paid, the new trip has finished, the and if the Agreement has not been Terminated.

b. Commissions and Payment. Subject to Independent Contractor compliance with all terms and conditions of this Agreement, Vilu Travel Designers will pay the Independent Contractor:

1. Commissions equal to 3% of the amount paid to Vilu Travel Designers excluding flights and visas by the Commissionable Lead for trips to Canada, United States, Mexico, Central America, Caribbean and Cruises to any place around the world. Commission payments (less any applicable withholding taxes, subsequently credited charges, write-offs, refunds, charge backs, or other levies) will be due to Independent Contractor ten (10) days after the trip finishes.

2. Commissions equal to 6% of the amount paid to Vilu Travel Designers excluding flights and visas by the Commissionable Lead for trips to the rest of the world excluding the destinations and type of trip mentioned above. Commission payments (less any applicable withholding taxes, subsequently credited charges, write-offs, refunds, charge backs, or other levies) will be due to Independent Contractor ten (10) days after the trip finishes.

c. Modifications. Vilu Travel Designers may modify the Lead Form submission process and the amounts and conditions relating to commissions upon sixty (60) days written notice. Such changes will only affect the Lead Form submitted after such ten (10) day period unless otherwise agreed to in writing by the parties.

d. Commissions After Termination. Except in the event of termination for breach by either party, upon the termination of this Agreement, Vilu Travel Designers will pay commissions to Independent Contractor for any Commissionable Leads that meet the requirements set forth in Section 9(a)(1) through (5) hereof prior to such termination. Any new trip agreement signed and executed by the Commissionable Lead after the Independent Contractor Agreement Termination, will not be subject of commission payment.

e. No Other Payments. Except as expressly provided in this Section, Independent Contractor is not entitled to any fees, reimbursements or other payments. Independent Contractor shall promptly refund to Vilu Travel Designers any overpayments.

10. Confidentiality. Throughout the term of this Agreement, Independent Contractor may receive Confidential Information (as hereinafter defined) from Vilu Travel Designers. For the purposes hereof, the term "Confidential Information" shall mean, collectively, the financial condition,

ownership, management, properties and assets of Vilu Travel Designers, (ii) the systems, software, hardware, documentation, specifications, drawings, reports, manuals, blueprints, letters, programs, source code, know-how, routines, subroutines, programming and other techniques, contracts, agreements (including, without limitation, the terms of this Agreement), processes, trade secrets, intellectual property rights, products, services, costs, inventions, marketing and sales techniques, researches and research programs, corporate strategies of Vilu Travel Designers and the persons that Vilu Travel Designers and/or its Independent Contractor represent, and (iii) the names of and relationships with all persons with which Vilu Travel Designers transacts business, including, without limitation, to all existing, former and prospective suppliers, customers, joint venture partners, investors, principals, lenders, financiers and other capital sources of Vilu Travel Designers. Confidential Information does not include information that (a) is previously rightfully known by Independent Contractor without restriction on disclosure, (b) is or becomes known to the general public, through no act or omission on the part of the Independent Contractor, (c) is disclosed to the Independent Contractor by a third party without breach of any separate nondisclosure obligation, or (d) is required to be disclosed to a governmental authority pursuant to judicial order or decree or by applicable law. Independent Contractor agrees to hold the Confidential Information in the strictest confidence and undertakes not to disclose to any third party any of the Confidential Information nor use the Confidential Information for any purposes other than the purpose contemplated herein without the express prior written consent of Vilu Travel Designers. Independent Contractor agrees, upon termination of this Agreement or upon written request by Vilu Travel Designers, to return or to destroy all documents and other tangible materials containing or constituting any Confidential Information, including all copies thereof and all such notes which disclose Confidential Information, and Independent Contractor will make no further use of such documents or materials.

11. Warranties. Vilu Travel Designers makes no warranties, whether express or implied, of any kind about its products or any of its services provided by Vilu Travel Designers to any party, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12. Liability to Third Parties. Vilu Travel Designers shall not be liable to Independent Contractor for any expenses incurred by Independent Contractor, its employees, independent contractor(s), sub-agents, and/or other associates of Independent Contractor including but not limited to communication charges, bank debits for returned checks, hotel “no show” charges, delivery of clients' tickets, and any other expenses. Vilu Travel Designers shall not be liable to Independent Contractor or any third party for any of Independent Contractor's acts or omissions, or the acts or omissions of Independent Contractor's clients.

(a.) Indemnification by Independent Contractor. Independent Contractor agrees to indemnify and hold Vilu Travel Designers, its directors, officers, employees and agents (collectively, the “Agency Indemnified Parties”) harmless from any claim of liability (irrespective of whether such claim is based on tort, contract, statute or otherwise) made by any party arising out of any transaction initiated by Independent Contractor, made on behalf of a client of Independent Contractor, or any other act or omission of Independent Contractor, unless attributable to Vilu Travel Designers negligence or willful misconduct including against and in respect of the following matters set forth in this Section 12(a). The foregoing indemnification obligation shall survive termination this Agreement.

- (i) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies arising from the assertion against Agency Indemnified Parties or its respective successors and assigns, or any claim for the payment or performance of any and all obligations or liabilities of Independent Contractor, its employees, independent contractor(s), sub-agents, and/or other associates of Independent Contractor of each and every nature whatsoever.
- (ii) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies resulting, directly or indirectly, from any misrepresentation or omission, breach of warranty or non-fulfillment of any covenant, condition or agreement of Independent Contractor contained in this Agreement or in any certificate, instrument, agreement, guarantee or other document furnished or to be furnished to Vilu Travel Designers hereunder or in connection with the transactions contemplated hereby.
- (iii) Any and all actions, suits, proceedings, demands, assessments and judgments relating, directly or indirectly, to the foregoing, and any and all costs and expenses reasonably incurred (including, by way of example and not limitation, all legal and accounting fees and court costs) incidental, directly or indirectly, to the foregoing.

(b.) Indemnification by Vilu Travel Designers. Promptly upon demand, Vilu Travel Designers shall defend, indemnify and hold harmless Independent Contractor against and in respect of the following matters set forth in this Section 12(b):

- (i) Any and all liabilities, obligations, costs, expenses, losses, damages, claims or deficiencies arising from the assertion against Independent Contractor for any claim for the payment or performance of any and all obligations or liabilities of Vilu Travel Designers.
- (ii) Any and all costs or expenses, losses, damages, claims or deficiencies resulting, directly or indirectly, from any misrepresentation or omission, breach of warranty or non-fulfillment of any covenant, condition or agreement of Vilu Travel Designers contained in this Agreement or in any certificate, instrument, agreement, guarantee or other document furnished or to be furnished to Independent Contractor hereunder or in connection with the transactions contemplated hereby.
- (iii) Any and all actions, suits, proceedings, demands, assessments and judgments relating, directly or indirectly, to the foregoing, and any and all costs and expenses reasonably incurred (including, by way of example and not limitation, all legal and accounting fees and court costs) incidental, directly or indirectly, to the foregoing.

13. Liability. The Independent Contractor is responsible for the validity and accuracy of all bookings and payments by the Commissionable Leads of the Independent Contractor. The Independent Contractor shall be responsible for any errors made directly by the Independent Contractor during the course of promoting travel. This includes misquoting a commissionable lead or any misrepresentation made to the client about the travel services, which he/she is purchasing. The Independent Contractor will also be financially responsible for problems arising with reservations as a direct result of the Independent Contractor's Commissionable Lead negligence and /or inability to make timely payments. The Independent Contractor shall remit to Vilu Travel Designers, upon demand, the full amount of any: unresolved credit card charge backs, dishonored checks or bank drafts, debit memos, or any other dishonored forms of payment resulting from bookings made and payments processed for clients of the Independent Contractor. If Vilu Travel Designers incurs any loss of profit as a result of the Independent Contractor's errors and negligence, Vilu Travel Designers will withhold commissions due to the Independent Contractor until the Travel Agency's profits are

restored. If commissions are not due the Independent Contractor, Vilu Travel Designers will expect direct payment from the Independent Contractor. Likewise, if a problem or loss occurs as a direct result of Vilu Travel Designers error or negligence, Vilu Travel Designers will be fully and financially responsible to both the Independent Contractor and the commissionable lead.

14. Indemnity. Independent Contractor shall indemnify, defend and hold Vilu Travel Designers and its officers, managers, members, agents and employees from and against all claims, suits, demands, actions, proceedings, judgments, penalties, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable legal and expert witness fees) resulting from any and all third-party claims against Vilu Travel Designers arising from or relating to (a) any representation and/or warranty made by Independent Contractor directly or indirectly relating to this Agreement or the Services, (b) Independent Contractor's acts or omissions in promoting Vilu Travel Designers or the performance of this Agreement, (c) Independent Contractor's breach of this Agreement, or (d) Independent Contractor's violation of applicable law or regulation.

15. Non-Exclusive Agreement. Each party acknowledges that this Agreement does not create an exclusive agreement between the parties. Each party shall have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties. Notwithstanding the foregoing, once Independent Contractor's establishes a Commissionable Lead with Vilu Travel Designers, Independent Contractor's agrees not to refer a competitor of Vilu Travel Designers to such Commissionable Lead. Independent Contractor's agrees not to enter into an agreement with a third party the effect of which would prohibit Independent Contractor's submission of a Proposed Lead pursuant to this Agreement.

16. Notice. Routine communications under this Agreement may be made by e-mail. Any legal notices under this Agreement, including without limitation notices regarding termination, breach, indemnification, or other non-routine matters, shall be effective only if delivered in writing and in compliance with this section. Notice shall be deemed to be given (a) as of the date delivered if delivered personally; (b) one (1) day after delivery if sent by overnight courier; or (c) upon receipt if sent by U.S. certified mail, return receipt requested; in either case to the respective address for the party as set forth herein or in the Luxury Travel Referral Form.

17. Assignment. Any assignment of this Agreement by either party in whole or in part without the other party's prior written consent, which consent shall not be unreasonably withheld, will be null and void except an assignment to a successor, that is not a competitor of the other party, made in connection with a merger or sale of all or substantially all of either party's assets or stock.

18. Independent Contractors. Independent Contractor's relationship with Vilu Travel Designers is that of an Independent Contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Vilu Travel Designers shall not require Independent Contractor to perform any duties at Vilu Travel Designers' place of business, nor shall Vilu Travel Designers require Independent Contractor to work a stated number of hours or keep a specific schedule. Independent Contractor will not be entitled to any of the benefits which Vilu Travel Designers may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Independent Contractor is not authorized to make any representation, contract or commitment on behalf of Vilu

Travel Designers unless specifically requested or authorized in writing to do so by a Vilu Travel Designers officer. Independent Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of commissions under this Agreement. Independent Contractor is solely responsible for, and must maintain, its own records of expenses incurred in the course of performing Services under this Agreement. As an independent business entity, Independent Contractor assumes the full risk of loss in the event that the Independent Contractor's compensation from sales does not cover expenses incurred. No part of Independent Contractor's commissions will be subject to withholding by Vilu Travel Designers for the payment of any social security, federal, state or any other employee payroll taxes. Vilu Travel Designers will regularly report amounts paid to Independent Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

19. Publicity. Except for the purposes of fulfilling each parties' obligations herein, neither party shall use the other party's trademarks or make any public statements concerning this Agreement or the relationship between the parties without the other party's prior written consent, which shall not be unreasonably withheld. If either party desires to issue a press release regarding the arrangement contemplated hereunder, it shall not do so without the other party's prior written approval.

20. Duties of Vilu Travel Designers. Vilu Travel Designers hereby permits Independent Contractor to market and promote travel and travel related services under the Vilu Travel Designers brand. Vilu Travel Designers shall compensate Independent Contractor for those Services in accordance with terms in section 9.

21. Compliance with the Law. Independent Contractor is solely responsible for compliance with all applicable federal, state and local laws, including, but not limited to, statutes, regulations, and/or ordinances governing or affecting licensing, registration, permitting, advertising, or other requirements for which businesses must comply. If the Independent Contractor operates, sells, or markets to clients or potential clients in a state that has a seller of travel law, the Independent Contractor agrees to abide by those applicable laws as currently written and/or amended. It is the responsibility of the Independent Contractor to check with the applicable government authority regarding these consumer protection laws.

22. Expenses. Independent Contractor is solely responsible for all expenses incurred by Independent Contractor in performing the Services. Vilu Travel Designers will not reimburse Independent Contractor for any out-of-pocket expenses incurred by Independent Contractor in performing the Services and shall have no liability to Independent Contractor or any third party for any such expenses including, but not limited to, office supplies, postage, business cards, letterhead, telephone and Internet access, bank charges, automobile mileage and parking costs.

23. Sales Quotas; Minimums; Draws. The Parties agree that Independent Contractor is not: (a) required to achieve any particular sales quota or revenue goals; (b) guaranteed to receive from Vilu Travel Designers any minimum amount of compensation for rendering services hereunder; or (c) entitled to take a draw or receive an advance against Independent Contractor's anticipated earnings.

24. No Entitlement to Vacation or Other Benefits. As a self-employed individual, the Independent Contractor shall not receive or earn any vacation or sick pay from Vilu Travel Designers and is not covered under Vilu Travel Designers insurance plan.

25. Risk of Loss/Profit Potential. The Independent Contractor assumes the risk of incurring a loss if his/her share of sales commissions do not cover the Independent Contractor's expenses. Similarly, the Independent Contractor enjoys the right to earn profit yielded by the commissions shared pursuant to this Agreement.

26. Taxes. Independent Contractor shall be responsible for filing of Federal, State and Local Estimated tax payments on commissions received from Vilu Travel Designers and for other assessments. The Independent Contractor agrees to be fully responsible for complying with all federal, state and local laws in connection with performance of this Agreement, including, but not limited to, payment of applicable charges for social security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel.

27. Ability to Hire Assistants. The Independent Contractor retains the right to employ whatever assistants or bring in whatever partners he/she may require at the Independent Contractor's expense in order to accomplish the goal of travel sales contemplated by this Agreement.

28. Place of Work. The Independent Contractor may choose where the work is to be performed, is not required to work on the premises of Vilu Travel Designers and is not required to answer the phones, or perform any other duties at the Vilu Travel Designers' offices.

29. Hours. The Independent Contractor may work whatever hours he/she wishes. No fixed hours are required by Vilu Travel Designers. The Independent Contractor shall not be required to attend office meetings or office training sessions.

30. Obligations of Independent Contractor. The Independent Contractor will not, at any time, either himself/herself or through others, solicit or divert, or attempt to solicit or divert, clients, customers, sales or business from Vilu Travel Designers to, or for, any other travel agency, or other entity or individual either during the term of this Agreement or following termination, for a period of 2 years. The Independent Contractor will not, at any time, either himself/herself, or through, or with the aid of an assistant or others, take, misappropriate, or misuse any client list, name, file, book, record or account or other confidential customer data used at or in Vilu Travel Designers business. These items are and shall remain the property of the Vilu Travel Designers.

31. Gifts. Gifts can be given to clients for their business and continued loyalty. They can be given as a 'sent off' for tours and cruises i.e. wine, photo albums etc. All these gifts need to be on behalf of the Independent Contractor and Vilu Travel Designers as well.

32. Booking Reservations. It is understood and agreed that Independent Contractor will not be able book travel reservations for his or her clients, including but not limited to reservations for airlines, cruise lines, hotels, auto rentals, and tour operators.

33. Acceptance of Payment. Independent Contractor is not entitled to charge clients a service fee for the Independent Contractor's services. Unless Vilu Travel Designers directs otherwise by written instruction, Independent Contractor must direct clients to make all payments and deposits directly

to Vilu Travel Designers or to the travel vendor except that Independent Contractor may facilitate payment by calling in the client's credit card to Vilu Travel Designers or to the vendor directly or inputting the credit card through Vilu Travel Designers or the vendor's website or through any other means provided by Vilu Travel Designers or the travel vendor. It is Independent Contractor's responsibility to obtain credit card authorizations from client and to comply with Payment Card Industry ("PCI") data security standards. Independent Contractor shall not accept any payments made directly by client to Independent Contractor, including but not limited to credit card payments, cash payments or checks for any bookings. All checks, money orders, or cashier's checks must be made payable to the travel vendor or Vilu Travel Designers.

34. Travel Benefits. Independent Contractor is not entitled to any Travel Benefits.

35. Amendments and Waivers. No amendment of this Agreement or any waiver of any of its provisions shall be effective unless expressly stated in a writing signed by both parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement shall impair such right, power or remedy or be construed as a waiver of any breach. Any waiver of a breach of this Agreement or any failure to claim a breach of this Agreement shall not be treated as a waiver of any subsequent breach.

36. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

37. Consent to Jurisdiction and Venue. Independent Contractor agrees that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in Illinois. Independent Contractor consents to personal jurisdiction of the state and/or federal courts located in Illinois. Independent Contractor waives (i) any objections to jurisdiction or improper venue, or (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

38. Construction of Terms. Any reference herein to the masculine shall include the feminine or neuter, and any reference herein to the singular or plural may be construed as plural or singular wherever the context requires. The headings of the sections of this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes.

39. Severability. Each provision of this Agreement shall be considered severable, and if any provision of this Agreement shall be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement shall not be affected thereby but shall continue in effect.

40. Partial Validity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

41. Equitable Relief. Either party may seek equitable relief from a court at any time. Except for an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after completing mediation.

42. Force Majeure. Neither party shall be liable for a failure to perform any of its obligations hereunder when such failure is caused by or results from (i) strike, blacklisting, boycott or

sanctions however incurred; or (ii) acts of God, public enemies, authority of law, embargo, quarantine, riot, terrorist attack, insurrection or war.

43. Waiver. A party's waiver of any breach of this Agreement by the other party will not constitute a waiver of any rights or any subsequent breach of the same or different provision thereof. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party. Where written consent is required, such consent must be in a writing signed by a duly authorized representative of the consenting party, except where e-mail consent is expressly permitted.

Entire Agreement. This Agreement contains the entire agreement between Vilu Travel Designers and Independent Contractor with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof. It is not to be amended after the date hereof except by an instrument in writing signed by the parties. No amendment, modification, termination or waiver shall be binding unless in writing and signed by the part against whom the amendment, modification termination or waiver is sought to be enforced. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, not shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have agreed to this Agreement the day and year of the Effective Date.

ATTEST:

UNIK TRAVELS, LLC. dba Vilu Travels Designers



By: _____
Juan Ezquerro, General Manager & Travel Advisor

INDEPENDENT CONTRACTOR
As stated in the Luxury Travel

Signed and agreed by: Independent Contractor by agreeing in the Luxury Travel Referral Sign Up Form.