



EGYPT WITH HART

ARCHAEOLOGY TRAVEL

Trip Consulting Agreement

1 Trip Consulting Package Agreement

This Consulting Agreement, date effective _____ (this "Agreement"), is made and entered into by and among _____ (the "Client" "you") and Egypt with Hart, LLC (the "Consultant", "us", "we").

2 Consultant Services

The Consultant will provide the Client with the following services:

- Customized **Tour Itinerary** for a visit to Egypt
- Connection with **Local Tour Operator** who will provide transportation and/or a Guide(s) who will act as a Tour Guide
- Consultant's **knowledge** including deep knowledge of the area, history, culture, and Arabic language
- Consultant will be available via email or whatsapp before, during, and after your trip to **support** you if any issues arise
- Note that the consulting services do **NOT include** making the **bookings** on your behalf, unless agreed upon for an additional fee

3 Consulting Fee

The Client understands that planning travel takes enormous time and effort. We spend hours crafting the perfect trip for you. Therefore, we charge a Consulting Fee which covers our expertise, research, pricing, and support before, during, and post

travel. Because this Consulting Fee represents our time and effort, our Consulting Fee is non-refundable, even if you cancel your booking or decide not to book. Our Consulting Fee is a one-time fee of \$150 USD for trips 3 days or less, or \$250 for trips 4 days or more, due at signing.

By signing below, you are **agreeing to pay the Consulting Fee** and you understand that If you cancel your travel or choose not to book, **this fee is non-refundable.**

4 Additional Consulting Service Fees

In addition to the one-time consulting fee, we offer the following concierge services for additional Consulting Service Fees:

1. \$30 USD per one-way or round-trip (up to 6 people) domestic air travel within Egypt (air travel only, not for booking any hotels, cruises, or anything additional)
2. \$50 USD one-time fee to pre-purchase all tickets to the Egyptian Tourist Sites (if available for purchase online), plus a fee of 3.5% on the ticket price to cover credit card processing

5 Credit Card Payment

While we do accept major credit cards including Visa, Mastercard, American Express and Discover, Client must provide to us **an authorization for every transaction.** Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to this Agreement including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our services, you accept and agree to our cancellation policy. Consultant retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation or withhold any itinerary related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Consultant or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy, including the non-refundable Consulting Fee.

6 Terms and Conditions

You must read these Terms and Conditions carefully as they contain important legal agreements that you make with us including waivers. If you do not agree with any of the Terms and Conditions, you must speak with us before paying the Consulting Fee or signing this agreement.

6.1 Scope/Agency

Consultant does not provide, own, or control the travel services and products that are provided as part of your trip, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Suppliers") such as airlines, hotels and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Consultant does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the Client, you agree that Consultant acts only as agent for the Client in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the Client's benefit, and on the express condition that Consultant 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 therewith.

6.2 Client Responsibilities & Compliance

By booking with Consultant, you acknowledge that international travel requires personal preparation and adherence to specific legal and behavioral standards. As such, you agree to the following:

A. Passports & Visas

The Traveler bears sole responsibility for identifying, obtaining, and maintaining all required travel documentation. **Your passport must be valid for at least six (6) months beyond your scheduled date of departure from Egypt.** It must also have at least two blank visa pages.

You are responsible for obtaining an entry visa. While U.S. citizens may typically obtain a Visa on Arrival at Egyptian ports of entry, laws are subject to change without notice. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

All names on documents must match the legal name on your photo I.D., and travel document information must match tickets. Consultant is not liable if you are denied entry or boarding due to improper documentation or changes in Egyptian immigration policy.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Client to miss flight(s), and subsequent scheduled travel bookings tours. Consultant bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

B. Health & Travel Insurance

To protect your investment and safety, **Consultant STRONGLY RECOMMENDS that all travelers purchase a comprehensive travel insurance policy.** At a minimum, your policy should cover Trip Cancellation/Interruption, Emergency Medical Expenses, Emergency Medical Evacuation (including repatriation), and Luggage. Consultant is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans, and Consultant cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. Additionally, Egypt's infrastructure and medical facilities may differ from U.S.

standards. By traveling, you assume all risks related to health, local transportation, and regional stability. Consultant will not be responsible for any costs incurred due to injury, illness, or emergency evacuation.

C. Destination Awareness

Travel to certain destinations may involve greater risk than others. Consultant urges Client to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in Egypt and the level of risk associated with travel to Egypt can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID-19 requirements, as well as understanding local laws that govern travel within Egypt. Should you choose to travel to a country that has been issued a travel warning or advisory, Consultant will not be liable for damages or losses that result from travel to such destinations. For up to date requirements on passports, visa(s), inoculations, vaccinations, and all other documents required by applicable government regulations, US citizens should visit www.travel.state.gov.

D. Code of Conduct and Local Laws

By signing below, you agree to abide by all local Egyptian laws and respect cultural norms (including dress codes at religious sites). Consultant and/or Suppliers reserve the right, at their sole discretion, to terminate the participation of any Client whose conduct is deemed disruptive, dangerous, illegal, or harassing to other travelers, staff, or local citizens. In the event of removal for misconduct, no refunds for unused portions of the tour will be issued, and all expenses for return travel will be the sole responsibility of the Traveler.

E. Inoculations & Vaccinations

Recommended inoculations and vaccinations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations and vaccinations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

F. Physical Requirements & Medical Conditions

The nature of travel in Egypt means that some itineraries and experiences may be unsuitable for travelers who have limited mobility. Additionally, many sites that Clients will be arranged to visit will involve significant walking on uneven terrain in high heat. It is your responsibility to ensure you are physically fit for the itinerary. You must disclose any medical conditions or mobility restrictions at the time of booking so we can advise on accessibility. However, we will be happy to discuss the feasibility of travel and possible adaptations. In addition, you must inform us of any food allergies or dietary restrictions (for example, allergies to nuts, shellfish, gluten, or other ingredients) that could affect meal planning or present health risks during travel, so that we may communicate these to our Suppliers where possible.

Consultant will communicate medical, accessibility, and dietary requests to Suppliers, but cannot guarantee that any particular request will be met and cannot be responsible if requested accommodations, accessible facilities, or allergen-free meals are not available or are not provided as requested. Any accommodations or special arrangements that can be made will be at the sole expense of the Client requiring them. Please note that accommodations outside of the USA may not comply with the Americans with Disabilities Act and may not have wheelchair accessibility or robust allergen-management practices. Our Suppliers are, unfortunately, unable to offer additional personal assistance to Clients with limited mobility, and any such assistance will need to be provided by whoever the Client is traveling with. Clients with disabilities must notify Consultant at the time of booking of their status and the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your physician confirming your fitness to travel and addressing any conditions, limitations, or food allergies that may be relevant to your trip.

6.3 Bookings

If we are making your booking, we will provide you with instructions for payments and all due dates. You must make all payments in full and on time. If you are booking within 90 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received 90 days prior to the departure date, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. Once payment for your trip is processed, you will receive i) a receipt and ii) travel documents (e.g. itinerary, contact information for Egyptian tour guides). Please review documents carefully and promptly as we will not be responsible for any errors.

It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

Bookings do not include airfare and you must not make any air reservation until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost your incur with the air carrier.

6.4 Price and Rate Changes

The price reflected on customized itineraries will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate on the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel and local taxes that are estimated at the date of this publication. You will be provided the final cost at the time of booking.

If we are booking your trip, we reserve the right to add a supplement to your travel prices should our costs of supplying your travel increase, until we receive your final payment. Any increase to your travel price will be as the result of changes in our costs of supplying your travel resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), dues or taxes payable locally, currency fluctuations and government action, any other airline surcharges, taxes or fees payable for services. If our costs to supply your travel increase, we reserve the right to increase the price of your travel and will forward a new invoice reflecting any changes made. After final payment your price is locked in.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

6.5 Cancellation of Travel

If we make your booking, cancellation of travel must be made in writing and is effective from the date we receive the written notification. Our Consulting Fee is always non-refundable. Any refund is wholly subject to the suppliers, who have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the suppliers for any applicable refunds subject to the supplier's terms and conditions. If you are entitled to a refund, please note

that the supplier is responsible for this refund, not Consultant. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.

Airline tickets are governed by the air carriers' terms, and we are not responsible for any air carrier's decision regarding refund.

6.6 Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the operator, but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, Consultant and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. Consultant cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be considered cause for cancellation by the Client. Normal cancellation penalties still apply to the tour that has been changed.

6.7 No Refunds for Unused Arrangements

As Consultant's prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the tour is in progress, there is no refund for the unused portion.

6.8 Force Majeure

Consultant assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Consultant that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you. Our Consulting Fee is always non-refundable.

6.9 Non-Responsibility

Consultant, and its employees, shareholders, agents, and representatives use third party Suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. Consultant is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Consultant does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of Consultant. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all Client agree that neither Consultant, nor its employees, agents, or representatives are or may be liable for any

loss, injury, or damage to any tour Client or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Consultant. Consultant assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any Client that may result from any act or omission on the part of others; Consultant assumes no responsibility or liability for personal property; and Consultant shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Consultant accepts no responsibility for lost or stolen items. Consultant reserves the right to refuse any Client or potential Client at its sole discretion.

6.10 Assumption of Risk

Client understands and acknowledges that travel to Egypt and the broader Middle East/North Africa region may involve significant risks associated with regional security conditions, including but not limited to political instability, civil unrest, protests, strikes, terrorism, military activity, and changes in governmental policies or entry/exit requirements (collectively, "Regional Risks"). Client understands that Regional Risks may arise or change with little or no notice, that official travel advisories may not fully describe all such risks, and that conditions may vary significantly by location and over time. Client agrees that it is Client's responsibility to review and monitor, on an ongoing basis and up to and throughout travel, all relevant travel advisories and information issued by governmental authorities (including, without limitation, the U.S. Department of State) and other reputable sources, and to make independent decisions regarding whether, when, and where to travel.

Client understands that Consultant does not and cannot guarantee Client's safety or security and has no control over Regional Risks or the acts or omissions of any government, military or insurgent force, terrorist organization, or other third party. Client voluntarily assumes all risks of personal injury, illness, emotional distress, property damage, delay, disruption, or other loss arising out of or related to Regional Risks and travel conditions in connection with Client's trip.

Client further understands that travel entails additional health and safety risks, which may include exposure to communicable diseases such as COVID 19 and other viruses or illnesses, and that such exposure may result in personal injury, illness, permanent disability, or death. Client acknowledges that these health risks are inherent in travel and cannot be fully controlled or eliminated by Consultant.

Client acknowledges that due to the uncertainty of travel, the trip (or any portion of it) may be postponed, canceled, or materially altered, including as a result of Regional Risks, government actions, public health measures, closures, or transportation disruptions. Such changes may result in additional costs, lost time, or non refundable amounts, for which Client understands that Consultant is not responsible except as expressly stated in this Agreement. Client understands that Client is responsible for determining and complying with all entry, exit, health, testing, vaccination, and quarantine requirements for all destinations and transit countries, and agrees not to rely on Consultant as the sole source of such information.

Client is aware that travel may involve additional inherent risks, including but not limited to: motor vehicle collisions; roadway hazards; slips and falls; crime; consumption of alcoholic beverages, tainted food, or non potable water; exposure to the elements (including heat, cold, sun, water, and wind); encounters with insects, reptiles, and animals; activities or exertion for which Client is not physically prepared; accidents or illness in remote locations with limited or delayed access to medical care, evacuation, or adequate medical supplies; and the negligence or inadequate training of third party providers. Additionally, foreign facilities (e.g., air conditioning, roads, or medical services) may not meet U.S. standards. Client assumes all risks related to such facilities, including but not limited to uneven terrain at archaeological sites, local food and water quality and availability, and transportation in remote areas.

In order to partake of the enjoyment and excitement of this trip, Client is willing to accept the risks and uncertainty involved as an integral part of travel. Client hereby accepts and assumes full responsibility for any and all risks associated with travel to Egypt, including but not limited to the risks specified above, and for any negligence of Consultant (other than gross negligence or willful misconduct to the extent such limitation is not prohibited by applicable law).

6.11 Indemnification

Client agrees to hold harmless, release, and covenant not to sue Consultant, and Consultant's owners, employees, contractors, and agents, from and against any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to the trip, including claims based on the acts or omissions of third parties. This release and indemnity shall be binding upon Client's heirs, legal representatives, and assigns, and shall survive any termination or cancellation of this Agreement. Client also agrees to and shall indemnify and hold harmless Consultant, and each of our officers, directors, employees and agents (collectively "Consultant"), from any

expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Consultant (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) Client's breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by Client while participating in the trip.

6.12 Law and Jurisdiction/Class Action Waiver/Limitation of Damages/Notice of Claim

This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota exclusive of conflict or choice of law rules. Any and all claims shall be brought in a court of competent jurisdiction located in Fairfax County, Virginia.. You agree that you will only bring claims against Consultant in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. Consultant shall not in any case be liable for other than compensatory damages, and your payment of the Consulting Fee means that you agree to these conditions of sale and expressly waive any right to punitive damages to the fullest extent permitted by law. Total liability for any claim made based on the services rendered under this Agreement shall be limited to the total amount actually paid by the Client for the services. You understand and agree that no claims will be considered and that you will not bring suit against Consultant unless you have first provided a typewritten notice of claim to Consultant within 30 days after the tour or cancellation of the trip. Any such claim must be submitted via Certified Mail or a recognized overnight courier to the Company's principal place of business within 30 days after the tour's completion or cancellation.

6.13 Entire Agreement and Severability

This agreement, including any other documents, including invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Consultant. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed by their respective officers thereunto duly authorized.