

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: Airfasttickets, Inc.	Case Number: 15-11951	FILED U.S. Bankruptcy Court Southern District of New York 11/3/2015 Vito Genna, Clerk COURT USE ONLY
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): EVERY MUNDO LLC		
Name and address where notices should be sent: EVERY MUNDO LLC 25 SE 2ND AVE SUITE 900 MIAMI, FL 33131 Telephone number: (305) 375-0045 email: info@tislawpl.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above): Telephone number: email:		
1. Amount of Claim as of Date Case Filed: \$ <u>569904.54</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Contract</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate (when case was filed) ____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4 01 16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

AirFastTickets, Inc. POC



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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8) Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor,
or their authorized agent.
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other
codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Daniel J. Simon

Title: Attorney

Company: Lalchandani Simon

PL

Address and telephone number (if different from notice address above):

25 SE 2nd Avenue Suite 1020

/s/ Daniel J. Simon

11/3/2015

(Signature)

(Date)

Miami, FL 33131

Telephone number: 3059995291

email: info@lslawpl.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

IN THE CIRCUIT COURT OF THE EVENTH JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

EVERYMUNDO, LLC, a Florida limited liability
company

Plaintiff,

v.

AIRFASTTICKETS, INC., a Delaware
Corporation

Defendant.

Case No.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff EveryMundo, LLC (“EveryMundo”), by and through its attorneys, sues
Defendant AirFastTickets, Inc. (“Defendant”) as follows:

INTRODUCTION

1. This is an action to recover damages and equitable relief for Breach of Contract,
Account Stated, Open Account, Goods Sold, Unjust Enrichment, and Promissory Estoppel.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this dispute because this complaint seeks damages in
excess of \$15,000, exclusive of interest and attorneys’ fees.

3. Venue is proper in Miami-Dade County, Florida because the acts and transactions
complained of herein occurred within Miami-Dade County, Florida and because Defendant
consented to the Jurisdiction and Venue of the Courts in Miami-Dade County pursuant to the
Master Services Agreement (“MSA”) executed by the Parties and attached hereto as Exhibit 1.

PARTIES

4. Plaintiff EveryMundo is a limited liability company organized pursuant to the laws of Florida and with its principal place of business and address located at 25 SE 2nd Ave, Suite 900, Miami, Florida 33131.

5. Defendant is a Delaware Corporation with its principal place of business at 875 Third Ave., New York, NY 10022, and its registered agent address at 874 Walker Rd, Ste C, Dover, Delaware, 19904.

SUBSTANTIVE ALLEGATIONS

6. The Parties entered into the MSA's and two Statements of Work ("SOWs", attached hereto as Exhibit 2, pursuant to which EveryMundo agreed to provide Defendant with certain services and Defendant agreed to pay certain fixed rates of compensation to EveryMundo in consideration of the receipt of such services.

7. EveryMundo performed all required services pursuant to the MSA and the SOWs, and provided appropriate invoices to Defendant related to those services.

8. After receiving the benefits of EveryMundo's services and accepting these benefits, Defendant paid certain invoices provided by MSA. However, within the last year Defendant began failing to pay certain of EveryMundo's invoices sent pursuant to the MSA with no justification, and thus delinquent related to several such invoices, all of which are attached hereto as Exhibit 3 (the "Invoices").

9. Defendant's failure to pay the Invoices constitutes a material breach and default under the MSA and the SOWs.

10. Defendant's default under the MSA has now persisted despite repeated demands for payment from EveryMundo.

11. At no time has Defendant ever disputed the amount due under the Invoices.

COUNT I: BREACH OF CONTRACT

12. EveryMundo realleges the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.

13. EveryMundo offered its services for sale to Defendant and Defendant accepted, executing the MSA and the SOWs and thus creating a binding contractual relationship.

14. EveryMundo complied with all of its contractual obligations by providing Defendant all services requested pursuant to the MSA and the SOWs and supplying the Invoices showing all amounts due.

15. Defendant received and accepted all of the services provided by EveryMundo.

16. Although Defendant initially provided partial payment of some of the amounts due under the MSA, Defendant abruptly and without explanation ceased all payment, leaving an outstanding balance of \$569,904.54 pursuant to the Invoices.

17. Defendant's failure to fully pay the amounts included on the Invoices constitutes a breach of contract, resulting in damages to EveryMundo.

WHEREFORE, EveryMundo prays for entry of judgment in its favor and against Defendant on Count I in the amount of \$569,904.54, and such other relief this Court deems just and necessary.

COUNT II: OPEN ACCOUNT

18. EveryMundo realleges the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.

19. Defendant owes EveryMundo \$569,904.54, which is due with interest since the dates included on the Invoices which cover this account.

WHEREFORE, EveryMundo prays for entry of judgment in its favor and against Defendant on Count II in the amount of \$569,904.54, plus interest due and such other relief this Court deems just and necessary.

COUNT III: ACCOUNT STATED

20. EveryMundo realleges the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.

21. Before the institution of this action, EveryMundo and Defendant had business transactions between them and they agreed to the resulting balance.

22. Defendant owes EveryMundo \$569,904.54, plus interest from latest date indicated on the Invoices.

WHEREFORE, EveryMundo prays for entry of judgment in its favor and against Defendant on Count III in the amount of \$569,904.54, plus interest due and such other relief this Court deems just and necessary.

COUNT IV: UNJUST ENRICHMENT

23. EveryMundo realleges the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.

24. EveryMundo has conferred a benefit on Defendant by delivering valuable services to Defendant at Defendant's direction. The Defendant has knowledge of that benefit.

25. Defendant voluntarily accepted and retained the benefit conferred.

26. The circumstances render Defendant's retention of the benefit inequitable unless the Defendant pays to EveryMundo the value of the benefit.

27. Defendant has been unjustly enriched at the expense of EveryMundo.

28. EveryMundo is entitled to damages as a result of Defendant's unjust enrichment.

WHEREFORE, EveryMundo prays for entry of judgment in its favor and against Defendant on Count IV for the value of the benefit conferred on Defendant, plus interest, and such other relief this Court deems just and necessary.

COUNT V: PROMISSORY ESTOPPEL

29. Plaintiff realleges the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.

30. This count for Promissory Estoppel is pled in the alternative to EveryMundo's claims for Breach of Contract.

31. Defendant made a misrepresentation of material fact, by representing to EveryMundo that Defendant would pay for the services rendered by EveryMundo.

32. Defendant's misrepresentation induced EveryMundo to provide Defendant with services at significant cost to EveryMundo.

33. EveryMundo has suffered a detriment caused by reliance on Defendant's misrepresentation. Specifically, EveryMundo provided valuable services to Defendant without receiving full payment.

WHEREFORE, EveryMundo prays for entry of judgment in its favor and against Defendant on Count V to compensate EveryMundo for its losses based on its reasonable reliance, interest, and such other relief this Court deems just and necessary.

DEMAND FOR JURY TRIAL

34. EveryMundo demands a trial by jury on all issues so triable.

Dated 3, September, 2014

Respectfully Submitted:

LALCHANDANI SIMON PL
Attorneys for Plaintiff
25 SE 2nd Ave, Suite 1020
Miami, Florida 33131
Tel: (305) 999-5291
Fax: (305) 671-9282

By: s/a Daniel Simon
Daniel Simon
Florida Bar No.: 0016244
danny@lslawpl.com
Kubs Lalchandani
Florida Bar No.: 63966
kubs@lslawpl.com

Exhibit 1

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Services Agreement CONFIDENTIAL

MASTER SERVICES AGREEMENT

THIS Master Services Agreement (the "Agreement"), made by and between EveryMundo, LLC, ("Company" or "EveryMundo") and AirFastTickets, Inc. ("Client," and together with the Company, the "Parties"), is entered into and effective as of 5 July, 2013 (the "Effective Date").

1. SERVICE ENGAGEMENT

1.1 Independent Contractor Status. It is the express intention of the Parties that the Company is an independent contractor and not an employee, agent, joint venturer or partner of the Client. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the Client and the Company or any employee or agent of the Company. Both Parties acknowledge that neither the Company nor any personnel engaged by Company to perform the Services under this Agreement are employees of the Client for any purpose, including, without limitation for state or federal tax purposes.

1.2 Services. Company agrees to perform services (the "Services") as described in one or more Statements of Work (the "Statement of Work") attached hereto and may be appended from time to time to this Agreement as Exhibits. Any conflict or inconsistency between the provisions of this Agreement and any executed Statement of Work shall be resolved by giving precedence to the executed Statement of Work under which the Services are to be performed and then to this Agreement.

1.3 Company's Personnel. Company will use employees or independent contractors under contract with Company to perform the Services. Company shall have sole discretion over the identity of the personnel used to provide the Services provided that Company shall ensure that the personnel are, in all cases, suitably qualified and experienced.

1.4 Cooperation. Client shall assist Company in the performance of its obligations under this Agreement and shall undertake the responsibilities specified in this section at its own expense. Client shall make available to Company a designated representative, (the "Client's Representative"), who shall be authorized to make binding decisions for Client regarding the obligations which are the subject of this Agreement, and shall perform or have performed other duties and requirements of Client as set forth in this Agreement or in applicable Statement of Work.

1.5 Reliance. Client understands that Company shall rely upon Client's Representative as having the authority specified in section 1.5 above and that all official communications from Company to Client shall be addressed to Client's Representative.

1.6 Compensation. Client shall pay the Company for the Services and Expenses at the rate(s) specified in the applicable Statement of Work, including the payment of any retainer required therein prior to the commencement of the Services.

1.7 Expenses. Client shall reimburse Company for all materials and reasonable out-of-pocket Fees and Expenses incurred in connection with the performance of its obligations under this Agreement (the "Expense or Expenses"). Company shall obtain Client's prior approval for all Expenses..

1.8 Invoices, Payment, Penalty and Fees. Invoices will be submitted by Company to Client for all amounts due under this Agreement. Payment for all invoices is due within 30 days of receipt of invoice, in U.S. funds via cash, check, money order, wire transfer or ACH. Any invoice not paid within that time shall become past-due and shall be charged daily a late fee of eighteen percent (18%) annually or at the highest interest rate allowed by law, whichever is lower, on all the then outstanding unpaid balance until paid in full. Company reserves the right to discontinue Services, without further notice, until the Client's account is brought current. Company shall withhold performance of all Services until payment in full, for all invoices, has been received. For the purposes of this section 1.09, any check returned by a financial institution as uncollectable and/or NSF is not considered received and late fees shall apply as set forth herein.

1.9 Term. This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until terminated by either Party.

1.10 Termination. Either Party may terminate the Agreement at any time for any reason upon 30 days

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written notice to the other Party, unless termination is otherwise restricted by the terms of any SOW entered into between the Parties pursuant to this Agreement. Company shall be compensated for all work performed on behalf of the Client up to and until termination.

2. PROPRIETARY RIGHTS AND RESTRICTIONS

2.1. Restrictions to Use of Services. Client will not allow any end user or third party under its direction and control to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Services by any means whatsoever, or replicate the functionality of the Services for any purpose, to the extent such restriction is allowable under applicable law, (ii) license, share, or transfer the Services to any third party, or (iii) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Services without the Company's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. Client will not authorize or permit any unaffiliated third party to use the Services without Company's prior written consent.

2.2. Data Ownership. In order for Company to provide the Services, Company will collect information about Client and about visitors to Client's website ("Client User Data"). All Client User Data is sole property of Client and Company has no ownership rights in any Client User Data. Client User Data includes, without limitation, all sales and marketing information provided by Client to Company, Client account information with search services, and all individually identifiable information about visitors to Client's website, including statistical, demographic, and psychographic information.

2.3. Data License. Solely as necessary for Company to provide its Services, Client grants to Company a limited license to use Client User Data to perform its obligations to Client. Additionally, Company will treat all Client User Data as confidential, proprietary information of Client, and will protect the confidentiality of Client User Data with at least the same degree of care that Company uses to protect its own proprietary information. Client's license to Company includes the right to collect Client User Data, either directly from Client or through other means such as the use of redirects and 1-by-1 pixels. Company will not disclose Client

User Data to any third party unless such disclosure is (i) approved by Client, or (ii) is made by Company in response to legal process, and provided that Company has given Client reasonable notice of, and an opportunity to contest, such legal process.

2.4. Use of Anonymous Data. So that Company may improve and promote its service offerings, Company may aggregate Client User Data with other data, (and/or segregate portions of the Client User Data) so that it is non-personally identifiable with respect to both Client and visitors to Client Website(s). Such anonymous data is known as "Aggregated Anonymous Data." Client agrees that Company may create Aggregated Anonymous Data, and may use, execute, display and commercially exploit the Aggregated Anonymous Data. Company may disclose Aggregated Anonymous Data to third parties, and may transfer or sublicense its rights with respect to Aggregated Anonymous Data.

2.5. EveryMundo Proprietary Technology. Except as expressly licensed or assigned in this Agreement, Company retains all rights, title and interest in (including but not limited to all confidentiality, copyright, trade secret, and patent rights) to the Company Proprietary Technology, and any and all upgrades, enhancements, modifications or derivative works of any of the foregoing. "Company Proprietary Technology" means all information or data relating to products, services or technology of Company, including but not limited to software code, algorithms or technology owned or developed by or for Company.

2.6. Publicity. Upon prior review and approval by Client, Company shall be permitted to disclose, including in public advertising and Company's advertising/marketing portfolio, in summary form, the nature of the work performed for Client under the applicable Statement of Work, as well as Client's (and any of Client's customers to which Company provided Services) names, brands, logos, and other likenesses, in addition to a description, name, screenshots, logos, and icons of the work performed under the applicable Statement of Work. Company may develop, with Client's review and approval, a business use case that may be used for Company marketing purposes.

3. NON-SOLICITATION, NON-DISPARAGEMENT AND NOTIFICATION

3.1. Solicitation of Employees, Independent Contractors or Consultants. During the term of this Agreement and for one (1) year after the expiration or

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termination of Company's most recent engagement with the Client, for any reason, neither party shall, without the other party's prior written approval, directly or indirectly, individually or on behalf of any other person or entity, hire, solicit, assist, induce, or in any way encourage any current employee, independent contractor or consultant of the other party, to terminate his or her employment relationship or contractual relationship (unless such employee or independent contractor has been notified by the other party, in writing, that the employment relationship or contractual relationship with them will be terminated) nor will either party hire or solicit the employment or consulting, or independent contractor services of any person(s) whose employment, independent contractor or consultancy has been terminated by the other party for less than six (6) months.

3.2. Non-Disparagement. The Parties agree and understand that each party's professional reputation is important and should not be impaired by the other party during or after this Agreement is terminated, for any reason. Each party understands and agrees not to disparage the professional or personal reputation of the other party, its officers, shareholders, directors, management, business, employees or independent contractors. Neither party shall make potentially negative, disparaging, or harmful remarks or comments about the other party, its employees, managers, executives, students, customers or vendors in any public forum including any written documents, internet sites, online forums, blogs, email, chats, messaging, audio recordings or video tape recordings. Each Party understands and agrees that its officers, shareholders, directors, management, business, employees and independent contractors shall not post confidential or negative information, regarding the other party in any public forum or online forum, blogs, or similar publicly accessible online site or printed publication of any nature.

3.3. Notification. The Parties hereby consent and agree to notify any new employees, contractors, officers, shareholders, directors or management about the Party's rights and obligations to the other Party under this Agreement and to ensure that such rights and obligations are complied with.

4. WARRANTIES

4.1. Warranty of Authority; No Conflict. Each Party warrants that it is authorized to enter into this Agreement and to perform its obligations hereunder, and that its performance hereunder shall not conflict with, limit or be contrary to any other agreement.

4.2. Warranty of Services and Software.

4.2.1. Professional Manner. Company warrants that all Services will be performed in a professional manner using qualified personnel.

4.2.2. Exclusive Warranty.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN WRITING, THE MATERIALS PRODUCED BY THE COMPANY AND PROVIDED TO CLIENT, AND THE CLIENT USER DATA PROVIDED BY CLIENT TO THE COMPANY, UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED "AS IS", THAT IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NONINFRINGEMENT OR OTHER ATTRIBUTES OF SUCH MATERIALS AND CLIENT USER DATA.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT RESTS SOLELY WITH THE CLIENT. SHOULD THE SOFTWARE OR PROGRAM PROVE DEFECTIVE, CLIENT SOLELY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, INCLUDING, WITHOUT LIMITATION, ANY "DEBUGGING".

THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL, UNDER ANY CIRCUMSTANCES, EXCEED THE FEES PAID OR TO BE PAID BY CLIENT TO COMPANY PURSUANT TO THE APPLICABLE STATEMENT OF WORK UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, PUNITIVE OR SPECIAL DAMAGES OF ANY

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NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF ANY SOFTWARE OR HARDWARE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE AGREEMENT, OR OF THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY.

4.2.3. Non-Infringement. The Parties represent and warrant that their disclosure and delivery of any Services, information, documents, software and other materials, and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third party, including, without limitation, any copyright, known patent or trade secret right.

5. INJUNCTIVE RELIEF, ENFORCEMENT AND INDEMNIFICATION

5.1. Injunctive Relief and Enforcement. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by each Party to be reasonable for such purpose. The Parties each agree that any actual or threatened breach of this Agreement will cause the other Party substantial and irrevocable harm which cannot be fully remedied by monetary damages alone. Therefore, in the event of any such breach (or threatened breach), each Party agrees that the other, in addition to such other remedies which may be available, shall have the right to seek injunctive relief with the posting of a good and sufficient bond. The seeking of any such injunction or order shall not affect either Party's right to seek and obtain damages or other equitable relief.

5.2. Indemnification. Each Party shall defend, indemnify and hold harmless the other and its officers, shareholders, directors, management, business, employees, independent contractors and clients against any claim, damage, liability or action, including reasonable costs and attorney's fees, arising out of the other Party's breach of any term of this Agreement.

6. MISCELLANEOUS

6.1. Dishonored checks. Checks issued by the Client to the Company which are not honored shall allow the Company to impose a charge of Twenty Five (\$25.00) U.S. Dollars for each such check in addition to the amount of the check.

6.2. Collection of Fees and Costs. In the event it is necessary for the Company to hire an outside company or person to collect or to institute suit for the collection of fees and costs due to the Company by the Client or the Guarantors, the Client and the Guarantors will pay, in addition to all amounts due, all expenses, attorney's fees and court costs incurred by the Company in connection therewith. The Client expressly waives the right to trial by jury in any such litigation.

6.3. Assignment. This Agreement, and the rights and obligations hereunder, shall not be assigned or transferred by either Party without the prior written consent of the other except in the event the assignee is a third party that owns a majority interest (Fifty-One Percent or more) in the assignor.

6.4. Entire Agreement. This Agreement and any Exhibits, attachments or amendments thereto, constitutes the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, communications, agreements and understandings between the Client and Company. This Agreement may be amended or extended only by a writing signed by both Parties. Paragraph headings, if any, are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original, but such counterparts shall together constitute one and the same agreement. Signatures submitted via facsimile and/or internet-based service where an image of the signature is delivered electronically shall be considered as having the same binding force and effect as an original.

6.5. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Client and the Company and their respective heirs, executors, administrators, legal representatives, successors and assigns, including any entity, corporation or company with which or into which the Client may be merged or which may succeed to its assets or business.

6.6. Survival. All of the terms and conditions of this Agreement and all of the Parties' obligations hereunder, including any Exhibits and/or Statements of Work thereto, which by their terms or import are intended to survive the termination or other expiration of this Agreement, shall survive the termination or other expiration of the Parties'

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engagement with the other, notwithstanding the reason for such termination or other expiration.

6.7. Applicable Law. This Agreement shall be governed by, and construed in accordance with the law of the State of Florida, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

6.8. Consent to Jurisdiction. The Parties to this Agreement hereby irrevocably consent and submit to the exclusive jurisdiction of the courts of Miami-Dade County, State of Florida or Federal Court in the Southern District of Florida, in any action or proceeding of any type whatsoever arising out of or relating to this Agreement.

6.9. No Waiver. No delay or omission by a Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

6.10. Severability. The provisions of this Agreement are severable, and invalidity of any provision does not affect the validity of any other provision. Except as provided elsewhere in this subsection, any invalid or unenforceable provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision(s) held to be invalid or unenforceable. In the event that any court of competent jurisdiction determines that any provision of this Agreement or the application thereof is unenforceable because of its duration or scope, the Parties agree that the court in making such

determination will have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, or otherwise reform such provision, consistent with the intent of the Parties, and that the Agreement so modified is valid and enforceable to the fullest extent permitted by law.

6.11. Force Majeure. Neither Party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such failure or delay results from causes outside the control of such party. Such causes shall include, without limitation, delays caused by the other party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotions, accidents, or the like.

7. NOTICE

7.1. Notice. Any notice required or permitted under this Agreement is to be given in writing, and where applicable, to the Company at its then principal office, and as to the Client at the address listed in this Agreement or at such other address either Party may specify by notice tendered via:

7.1.1. delivery in hand;

7.1.2. registered or certified mail, return receipt requested;

7.1.3. Federal Express or other form of expedited mail that provides for delivery to the sender of a signed receipt.


Except as may otherwise be expressly provided in other sections of this Agreement, notice so sent shall be effective upon receipt.

[signatures on next page]

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The Parties each agree and acknowledge that he/she has the authority to execute this Agreement in the name of the Party and each has carefully read this Agreement and understands and agrees to all of the provisions in this Agreement.

EVERYMUNDO, LLC

By: 
Name: Seth Cassel
Title: President
Date: 7-5-13

AIRFASTTICKETS, INC.

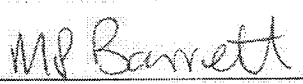
By: 
Name: MARY-Philippa BARRETT
Title: Chief Marketing Officer
Date: 5th July 2013

Exhibit 2

STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW"), by and between EveryMundo, LLC, ("EveryMundo") and AirFastTickets Inc. ("Client" and together with the Company, the "Parties"), is entered into and effective as of 14th July, 2013. This SOW is governed by the Master Services Agreement ("Agreement") entered into between the Parties on or about 14th July, 2013, and all capitalized terms not otherwise defined in this SOW shall have the definitions included in the Agreement. To the extent that this SOW is inconsistent with or conflicts with the Agreement, this SOW shall amend and supersede those inconsistent or conflicting terms of the Agreement. In all other respects, the Agreement shall remain in full force and effect according to its terms.

SERVICES:

Paid Search Management: EveryMundo will bid on a mutually agreed upon list of keywords and display mutually agreed upon advertisements at search engines chosen by the Client (the "Campaign"). EveryMundo will use its proprietary technology to optimize Customer's bidding strategy for keywords and ads.

- **Start Date:** EveryMundo will set up the account upon the execution of this SOW. The Campaign shall commence upon notification by the Client to EveryMundo to begin the Campaign (the "SOW Start Date").
- **Markets:** The United States.
- **Languages:** All languages requested by Client.
- **Pilot Campaign Budget:** \$20,000
- **Budget after Pilot Campaign** (should Client elect to continue SOW): To be determined by Client. Total budget may alter per EveryMundo's suggestions and Client's approval.
- **Reporting:** EveryMundo will provide weekly performance reports and hold weekly meetings with Client to review performance, discuss strategy going forward, and receive key information about relevant markets, offers, and strategies. Focus will be on performance by keyword category (Brand, Non-Brand, etc.) and also by product category performance. Weekly reports will evolve to meet Client's needs.

FEES:

- **Account Set-up Fee:** \$5,000; EveryMundo will invoice Client upon execution of this SOW.
- **Pilot Campaign Management Fee:** \$4,000; EveryMundo will invoice Client upon launch of the Pilot Campaign.
- **Monthly Paid Search Management Fees:** Should Client elect to continue SOW following the Pilot Campaign, Client will pay EveryMundo monthly fees of the greater of
 - \$5,000 or
 - 10% of monthly ad spend up to \$100,000 plus 8% of ad spend above \$100,000.
- Ad spend will consist of the Customer's total online marketing budget spent at search engines through the use of EveryMundo's Service. The monthly invoices received by Client from the individual search engines for the keywords and ads under EveryMundo's management will determine the total online marketing budget spent through EveryMundo. EveryMundo will invoice Client for Monthly Paid Search Management Fees the minimum \$5,000 at the beginning of each month of service and the balance owed for the month at the start of the next month of service.

RENEWAL AND TERMINATION:

The term of this SOW shall commence on the SOW Start Date and continue until the full expenditure of the Pilot Campaign Budget (the "Pilot Campaign End Date"). Upon reaching the Pilot Campaign End Date, Client may elect to continue this Statement for one (1) year by notifying EveryMundo in writing of its election to continue the Campaign (the initial "SOW End Date"). Upon reaching each SOW End Date, Client may elect to extend such date

for an additional period of one (1) year. If Client does not elect to extend the term of this SOW prior to any SOW End Date, the SOW will terminate automatically at that SOW End Date.

In the event of termination, Client shall remain obligated to pay the Company for Services rendered through the termination date and all pre-approved expenses incurred by the Company as of the date of termination.

AGREED:

EVERYMUNDO, LLC

By: 

Name: Seth Cassel

Title: President

Date: 7-14-13

AIRFASTTICKETS INC.

By: 

Name: Mary-Philippa Barrett

Title: Chief Marketing Officer

Date: 14th July 2013

EVERYMUNDO

STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW"), by and between EveryMundo, LLC, ("EveryMundo") and AirFastTickets Inc. ("Client" and together with the Company, the "Parties"), is entered into and effective as of JAN 31, 2014 (the "SOW Start Date"). This SOW is governed by the Master Services Agreement ("Agreement") entered into between the Parties on or about July 5, 2013, and all capitalized terms not otherwise defined in this SOW shall have the definitions included in the Agreement. To the extent that this SOW is inconsistent with or conflicts with the Agreement, this SOW shall amend and supersede those inconsistent or conflicting terms of the Agreement. In all other respects, the Agreement shall remain in full force and effect according to its terms.

SERVICES:

Digital Media and Online Performance Channel Management: EveryMundo will manage campaigns on search engines, online advertising networks and partner websites for the purpose of driving traffic to and transactions on the Client's websites (the "Campaign"). The Client and EveryMundo will mutually agree to search engines, networks, and partner websites comprising the Campaign. Where relevant, EveryMundo will use its proprietary technique and technology to optimize Campaign performance.

- **Search Engines, Networks and Partner Websites :** Including, but not limited to, search engines, meta-search engines, display networks, remarketing networks, and other performance media networks and websites
- **Markets:** The United States and other countries requested by Client.
- **Languages:** All languages requested by Client.
- **Budget:** To be determined by Client. Budget may fluctuate per EveryMundo's suggestions and Client's approval.
- **Reporting:** EveryMundo will provide weekly performance reports and hold weekly meetings with Client to review performance, discuss strategy going forward, and receive key information about relevant markets, offers, and strategies. Weekly reports will evolve to meet Client's needs.

FEES:

Monthly Management Fees: Client will pay EveryMundo monthly fees of the greater of

- \$5,000 or
- 10% of monthly ad spend up to \$100,000 plus 8% of ad spend above \$100,000.

Ad spend will consist of the Client's total online marketing budget spent on search engines, networks, and partner websites. Ad spend includes, but is not limited to, search engine spend, display network spend, affiliate commission, and meta-search engine commissions. The monthly invoices received by Client from the individual search engines, networks, and partner websites under EveryMundo's management will determine the total online marketing budget spent through EveryMundo. EveryMundo will invoice Client for Monthly Management Fees the minimum \$5,000 at the beginning of each month of service and the balance owed for the month at the start of the next month of service.

Monthly Management Fees do not include implementation fees based on the build-out and technical requirements to initiate engagement with a new search engine, network, or partner website. EveryMundo will propose implementation fees to Client on a case by case basis.

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RENEWAL AND TERMINATION:

The term of this Statement shall commence on the SOW Start Date and continue for one (1) year (the initial "SOW End Date"). Upon reaching each SOW End Date, such date shall be automatically extended for an additional period of one year, unless this SOW is otherwise terminated as provided below.

This SOW may be terminated by either Party at any time upon ninety (90) days prior written notice to the non-terminating Party. In the event of termination, Client shall remain obligated to pay the Company for Services rendered through the termination date and all pre-approved expenses incurred by the Company as of the date of termination.

AGREED:

EVERYMUNDO, LLC

By: 

Name: SETH CASSEL

Title: PRESIDENT

Date: 1-31-14

AIRFASTTICKETS INC.

By: 

Name: M. P. BARRETT

Title: Chief Marketing Officer
on behalf of CEO

Date: 31/1/14

Exhibit 3

EveryMundo LLC
25 SE 2nd Ave.
Suite 900
Miami, FL 33131

(305)375-0045
invoices@everymundo.com

EVERYMUNDO
EVERYMUNDO

Invoice

Date	Invoice No.
02/04/2014	AFT1008
Terms	Due Date
Net 30	03/06/2014

Bill To

Mary-Philippa Barrett
AirFasttickets Inc.
875 Third Ave
New York, NY 10022 USA

Service	Description	Amount
Media Management	• PO# US14015/US140124/US140125 - US Paid Search Management - Jan 2014 - 10% of \$84,575.08 with total spend of \$84,575.08	8,457.51
Media Management	• Overcharged the client for invalid clicks that Google did not invoice them	-133.50
	• Payable by check to "EveryMundo LLC" or wire transfer to: EveryMundo LLC JP Morgan Chase 1801 Alton Rd Miami Beach, FL 33139 Acct #: 4920035006 Routing #: 267-084-131 SWIFT: CHASUS33 Contact: Seth Cassel, seth@everymundo.com, +1 (305) 375-0045	
EveryMundo, LLC. TAX ID: 20-8275470		Total \$8,324.01

EveryMundo LLC
25 SE 2nd Ave.
Suite 900
Miami, FL 33131

(305)375-0045
invoices@everymundo.com

EVERYMUNDO
EVERYMUNDO

Invoice

Date	Invoice No.
06/03/2014	AFT1012
Terms	Due Date
Net 30	07/03/2014

Bill To

Mary-Philippa Barrett
AirFasttickets Inc.
875 Third Ave
New York, NY 10022 USA

Service	Description	Amount
Media Management	<ul style="list-style-type: none"> • PO#US140170/PO#US140184 - US Paid Search Management - May 2014 • Services: • Adwords: \$3,682,206.20 and Bing: \$686,325.86 with total spend of \$4,368,532.06 • Fees: • Total spend of \$4,368,532.06 • \$100,000 of spend is charged at 10% - \$10,000 • Remaining spend of \$4,268,532.06 is charged at 8% - \$341,482.57 • Total Fees: • Payable by check to "EveryMundo LLC" or wire transfer to: EveryMundo LLC JP Morgan Chase 1801 Alton Rd Miami Beach, FL 33139 Acct #: 4920035006 Routing #: 267-084-131 SWIFT: CHASUS33 Contact: Seth Cassel, seth@everymundo.com, +1 (305) 375-0045 	351,482.57
Total		\$351,482.57

EveryMundo, LLC.
TAX ID: 20-8275470

EveryMundo LLC
25 SE 2nd Ave.
Suite 900
Miami, FL 33131

(305)375-0045
invoices@everymundo.com

EVERYMUNDO
EVERYMUNDO

Invoice

Date	Invoice No.
07/16/2014	AFT1013RV
Terms	Due Date
Net 30	08/15/2014

Bill To

Mary-Philippa Barrett
AirFasttickets Inc.
875 Third Ave
New York, NY 10022 USA

Service	Description	Quantity	Rate	Amount
Media Management	<ul style="list-style-type: none"> • PO#US140197 - US Paid Search Management - June 2014 • Services: • Adwords: \$2,313,966.39 • Bing: \$454,381.23 • with total spend of \$2,768,347.62 • Fees: • Total spend of \$2,768,347.62 • \$100,000 of spend is charged at 10% - \$10,000 • Remaining spend of \$2,668,347.62 is charged at 8% - \$213,467.81 • Total Fees: 			223,467.81
Media Management	<ul style="list-style-type: none"> • Unused Credit - AFT1009 Charge 			-13,369.85
	<ul style="list-style-type: none"> • Payable by check to "EveryMundo LLC" or wire transfer to: EveryMundo LLC JP Morgan Chase 1801 Alton Rd Miami Beach, FL 33139 Acct #: 4920035006 Routing #: 267-084-131 SWIFT: CHASUS33 Contact: Seth Cassel, seth@everymundo.com, +1 (305) 375-0045 			
			Total	\$210,097.96

EveryMundo, LLC.
TAX ID: 20-8275470

Southern District of New York Claims Register

[15-11951-shl Airfasttickets, Inc.](#) **Converted** 10/27/2015

Judge: Sean H. Lane

Chapter: 11

Office: Manhattan

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6790136) EVERY MUNDO LLC 25 SE 2ND AVE SUITE 900 MIAMI, FL 33131	Claim No: 3 <i>Original Filed</i> Date: 11/03/2015 <i>Original Entered</i> Date: 11/03/2015	Status: <i>Filed by:</i> CR <i>Entered by:</i> Admin. <i>Modified:</i>
Amount claimed: \$569904.54		
Unsecured claimed: \$569904.54		

History:

Details	3-1	11/03/2015 Claim #3 filed by EVERY MUNDO LLC, Amount claimed: \$569904.54 (Admin.)
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Description:

Remarks:

Claims Register Summary

Case Name: Airfasttickets, Inc.

Case Number: 15-11951-shl

Chapter: 11

Date Filed: 07/27/2015

Total Number Of Claims: 1

Total Amount Claimed*	\$569904.54
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		