

Fill in this information to identify the case:

Debtor name: **AirFastTickets, Inc.**

United States Bankruptcy Court for the: **Southern District of New York**

Case number (If known): **15-11951 (SHL)**

ID: 190  
FENNELL, DOMINIC J  
380 MOUNTAIN RD APT 2211  
UNION CITY, NJ 07087

**YOUR CLAIM IS SCHEDULED AS:**

Schedule/Claim ID **s91**  
Amount/Classification  
**\$110,218.17 Unsecured**

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

12/15

**Official Form 410**

**Proof of Claim**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that is actually received on or before 7:00 pm, prevailing Eastern Time on April 6, 2016 for Non-Governmental Claimants OR on or before April 25, 2016 for Governmental Units.

**Part 1: Identify the Claim**

**1. Who is the current creditor?**

DOMINIC J. FENNELL

Name of the current creditor (the person or entity to paid for this claim)

Other name the creditor used with the debtor \_\_\_\_\_

**2. Has this claim been acquired from someone else?**

☒ No

☐ Yes. From whom? \_\_\_\_\_

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

DOMINIC J. FENNELL

Name

380 MOUNTAIN RD, APT 2211

Number Street

UNION CITY, NJ 07087

City

State ZIP Code

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State ZIP Code

Contact phone 201-293-5644

Contact phone \_\_\_\_\_

Contact email DFENNELL@AOL.COM

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

**4. Does this claim amend one already filed?**

☐ No

☒ Yes. Claim number on court claims registry (if known) s91

Filed on 10/30/2015  
MM/DD/YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☒ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_

**AirFastTickets, Inc. POC**



00029

**Part 2: Give information about the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 113,987.40. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

SERVICES PERFORMED

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?** ☐ No ☒ Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<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 checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ <u>2,769.23</u>
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

**13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?** ☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/06/2016  
MM/DD/YYYY

Dominic J. Fennell  
Signature

Print the name of the person who is completing and signing this claim:

Name Dominic J. Fennell  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



37861562900005

FENNELL, DOMINIC J  
380 MOUNTAIN RD APT 2211  
UNION CITY, NJ 07087

**Accrued Unpaid Payroll for August 31, 2014, Back Pay, Merit Pay, IPO Bonus and Accrued Vacation**

8/29/2014 Stipend in Lieu of Full Payroll				Vacation Pay Approved					
Employee	Semi-Monthly Gross	Stipend Paid 8/29	Asst Due	Additional Back Pay Due	Merit Pay in Lieu of Overtime	IPO Bonus	Comments	Vacation Pay Due	Vacation Pay Paid
Frank Ferro	10,416.67	985.83	9,430.84	37,756.26			Vacation Pay 30 days at \$961.54	28,846.20	(28,846.20)
Niko	15,833.33	985.83	14,847.50						-
Freya	4,375.00	985.83	3,389.17					2,927.91	(2,927.91)
Eleni	5,208.33	985.83	4,222.50					12,019.25	(12,019.25)
Dom Fennell	4,000.00	985.83	3,014.17		47,204.00	60,000.00	Vacation Pay 11 days at \$369.23 OT to transfer funds from PayPal to Citibank IPO Bonus approved by Niko. Due upon initial filing of S-1	4,061.53	(4,061.53)
Beata Wilson	1,458.33	985.83	472.50						
Anna Walec	1,666.67	985.83	680.84						
Sevket	7,083.33	985.83	6,097.50						
Makis	4583.33	0	4583.33						
Sub-Total	54,625.00	7,886.64	46,738.36	37,756.26	47,204.00	60,000.00		47,854.89	(47,854.89)
Scott Wolter	3541.67	985.83	2,555.84						
Frank Thoelen	6,500.00	985.83	5,514.17		19,850.00		Paid in January and February 2015		
Phippa Barrett	5,000.00	985.83	4,014.17	14,774.45					
Steve Barrett	7,875.00	985.83	6,889.17	30,313.19					
Kristina	3,000.00	985.83	2,014.17						
Tota	80,541.67	12,815.79	67,725.88	82,843.90	67,054.00	60,000.00		47,854.89	(47,854.89)

Accrued Payroll Taxes (Est)  
Unused Vacation

Stipend & Overtime Paid 2015	Total Due	Paid 8-Jul-15	Adjust Accrual	Balance Due As of 9/30/2015
	47,187.10	(47,187.10)		-
X	14,847.50		(14,847.50)	-
	3,389.17	(3,389.17)		-
X	4,222.50		(4,222.50)	-
	<b>110,218.17</b>			<b>110,218.17</b>
	<b>472.50</b>			<b>472.50</b>
	680.84	(680.84)		-
	6,097.50			6,097.50
	<b>4,583.33</b>			<b>4,583.33</b>
	<b>191,638.62</b>	<b>(51,257.10)</b>	<b>(19,070.01)</b>	<b>121,371.51</b>
	2,555.84		(2,555.84)	-
(25,364.17)	-			-
X	18,788.62			18,788.62
X	37,202.36			37,202.36
	<b>2,014.17</b>			<b>2,014.17</b>
<b>(25,364.17)</b>	<b>252,259.61</b>	<b>(51,257.10)</b>	<b>(21,625.85)</b>	<b>179,376.66</b>
	28,520.14		(12,517.96)	16,002.18
	57,428.28	(4,451.92)	(23,174.15)	29,802.21
<b>Total</b>	<b>338,208.03</b>	<b>(55,709.02)</b>	<b>(57,317.95)</b>	<b>225,181.06</b>
			Adjustment	(4,241.84)
General Ledger	Balance as of 9/30/2015			<b>220,939.21</b>

2015 ①  
EARNED  
UNPAID  
UNTAKEN  
VACATION ① TOTAL

2,769.23 \$112,987.40

① EARNED UNPAID UNTAKEN VACATION:

5/1/2015 TO 10/30/2015 1.25 DAYS PER MONTH  
6 MONTHS

7.5 DAYS EARNED UNPAID UNTAKEN  
AT \$369.23 PER DAY (\$96,000/52 WKS/5 DAYS)  
TOTAL \$2,769.23

(A)

**To: United States Bankruptcy Court**

**Date: October 30, 2015**

**Debtor: Airfasttickets, Inc.**

**Case Number: 15-11951 (SHL)**

**Creditor : Dominic J. Fennell**

**380 Mountain Rd, Apt 2211**

**Union City, NJ 07087**

**Proof of Claim Item 7 Documents:**

**Amount of Claim: \$110,218.17**

**The claim for Services Performed includes the following:**

**1- \$3,014.17 for unpaid portion of August 31, 2014 semimonthly payroll**

**a. Normal Semimonthly payroll \$4,000.00**

**Less Amount Paid (985.83)**

**Amount Due \$3,014.17**

**2- IPO Bonus due upon filing of S-1 with Securities Exchange Commission**

**a. Form S-1 was Filed with the Securities Exchange Commission on May 14, 2014**

**i. Amount Due \$60,000**

**3- Merit pay in lieu of overtime- Invoice is attached for the period Aug 1, 2013 to June21,2014**

**i. Amount Due \$47,2014**

**Dominic J. Fennell**



February 5, 2014

Dominic Fennell  
c/o Airfasttickets, Inc.

Dear Dominic,

As previously discussed, we propose to amend the terms of your employment as follows:

- Effective February 5, 2014, you will serve as Treasurer, USA of the Company reporting to Frank Ferro, Chief Financial Officer.
- You will earn an annualized salary of \$96,000 (subject to required tax withholdings and other authorized deductions) that will be paid at a semi-monthly rate of \$4,000.00 in accordance with customary payroll practices and procedures, subject to applicable law. This salary covers all hours worked by exempt employees. You will receive your semi-monthly pay on the 15th and the last day of each month.

All other terms and conditions of your employment including employment "at-will" status will remain unchanged.

### Acceptance

To acknowledge your acceptance of the terms of this agreement, please sign below:

Dominic Fennell

  
Nikolaos Koklonis, President & CEO



## Dominic Fennell

---

**From:** Kristina Maximenko  
**Sent:** Friday, August 15, 2014 11:27 AM  
**To:** Dominic Fennell  
**Subject:** Salary Change

Dominic,

This is to confirm that as of Monday, August 18 your pay rate will be reduced to \$455 per week and your work schedule will be reduced to three days per week.

Best regards,

Kristina Maximenko  
Global HR Manager  
AirFasttickets

- a. 875 Third Avenue, New York, NY 10022
- t. +1 212 652 8154
- e. [kmaximenko@airfasttickets.com](mailto:kmaximenko@airfasttickets.com)
- w. [www.airfasttickets.com](http://www.airfasttickets.com)



① \$455 @ 52 wks = \$23,660 / 24 pay periods = \$985.83 per month

THIS VIOLATED THE FAIR LABOR STANDARDS ACT

(B)

Dominic J. Fennell  
389 Mountain Rd, Apt 2211  
Union City, NJ 07087

(201) 293-5644

INVOICE

TO:  
Airfasttickets, Inc.  
Address: 875 Third Ave  
City, State, ZIP: New York, NY 10022

INVOICE NUMBER 1  
INVOICE DATE 6/30/2014

SALES REP  
Phone Number

QUANTITY	DESCRIPTION	UNIT	PRICE	AMOUNT (USD)
	Extra Hours Worked To transfer funds from PayPal to Airfasttickets CRBank Account:			
	Merit Pay In Lieu of Overtime	Hours	Rate per Hr	
	Aug 1 to Aug 3, 2013 - 3 hours of per day	9	34.62	311.58
	Aug 4 to Aug 10- 25 hours per week	25	34.62	865.50
	Aug 11 to Aug 17	25	34.62	865.50
	Aug 18 to Aug 24	25	34.62	865.50
	Aug 25 to Aug 31	25	34.62	865.50
	Sept 1 to Sept 7	25	34.62	865.50
	Sept 8 to Sept 14	25	34.62	865.50
	Sept 15 to Sept 21	25	34.62	865.50
	Sept 22 to Sept 28	25	34.62	865.50
	Sept 29 to Oct 5	25	34.62	865.50
	Oct 6 to Oct 12	25	34.62	865.50
	Oct 13 to Oct 19	25	34.62	865.50
	Oct 20 to Oct 26	25	34.62	865.50
	Oct 27 to Nov 2	25	34.62	865.50
	Nov 3 to Nov 9	25	34.62	865.50
	Nov 10 to Nov 16	25	34.62	865.50
	Nov 17 to Nov 23	25	34.62	865.50
	Nov 24 to Nov 30	25	34.62	865.50
	Dec 1 to Dec 7	25	34.62	865.50
	Dec 8 to Dec 14	25	34.62	865.50
	Dec 15 to Dec 21	25	34.62	865.50
	Dec 22 to Dec 28	25	34.62	865.50
	Dec 29 to Dec 31, 2013	11	34.62	380.82
	Total 2013	545		18,887.90
	Jan 1 to Jan 4	14	48.15	648.10
	Jan 5 to Jan 11	25	48.15	1,153.75
	Jan 12 to Jan 18	25	48.15	1,153.75
	Jan 19 to Jan 25	25	48.15	1,153.75
	Jan 26 to Feb 1	25	48.15	1,153.75
	Feb 2 to Feb 8	25	48.15	1,153.75
	Feb 9 to Feb 15	25	48.15	1,153.75
	Feb 16 to Feb 22	25	48.15	1,153.75
	Feb 23 to Mar 1	25	48.15	1,153.75
	Mar 2 to Mar 8	25	48.15	1,153.75
	Mar 9 to Mar 15	25	48.15	1,153.75
	Mar 16 to Mar 22	25	48.15	1,153.75
	Mar 23 to Mar 29	25	48.15	1,153.75
	Mar 30 to Apr 5	25	48.15	1,153.75
	Apr 6 to Apr 12	25	48.15	1,153.75
	Apr 13 to Apr 19	25	48.15	1,153.75
	Apr 20 to Apr 26	25	48.15	1,153.75
	Apr 27 to May 3	25	48.15	1,153.75
	May 4 to May 10	25	48.15	1,153.75
	May 11 to May 17	25	48.15	1,153.75
	May 18 to May 24	25	48.15	1,153.75
	May 25 to May 31	25	48.15	1,153.75
	June 1 to June 7	25	48.15	1,153.75
	June 8 to June 14	25	48.15	1,153.75
	June 15 to June 21	25	48.15	1,153.75
	Total 2014	614		28,336.10
	Grand Total	1159		47,204.00
			SUBTOTAL	\$ 47,204.00
			TAX	0.00
			FREIGHT	
			Total	\$ 47,204.00
				PAY THIS AMOUNT

Katsinou	Vasiliki	Receptionist	cash	Admin	2	Greece	\$ 1,300
Papadopoulou	Panagiota	admin assistant	cash	Admin	1	Greece	\$ 1,300
Zarlas	Panagiotis	admin assistant	cash	Admin	1	Greece	\$ 1,300
Halo	Panagiotis	ceo assistant	stock	Admin	3	Greece	
Cadogan-Robertson	Ayanna	Receptionist	stock	Admin	1	USA	
Antolino	Frances	Global Head of Air Product	stock	Commercial	5	USA	
Roessner	Freya	Travel Deals Director	stock	Commercial	5	USA	
Barrett	Steve	Chief Commercial Officer	stock	Commercial	6	USA	
Barrett	Mary-Phillippa	Chief Marketing Officer	stock	Commercial	5	USA	
Orfanoudaki	Chariklia	BSP Accounting Specialist	cash	Finance	2	Greece	\$ 1,300
Taratsas	Dimos	Assistant Accountant	stock	Finance	3	Greece	
Kaniakas	Dimitrios	Financial Analyst	cash	Finance	1	Greece	\$ 1,300
	Antonia	Accounting Manager	stock	Finance	4	Greece	
	Zacharias	Accounting Supervisor	stock	Finance	3	Greece	
Koureti	Draga Olga	Accounting Assistant	cash	Finance	1	Greece	\$ 1,300
Ioannidi	Christina	Accounting Assistant	cash	Finance	1	Greece	\$ 1,300
Karabota	Konstantina	BSP Accounting Specialist	cash	Finance	1	Greece	\$ 1,300
Antoniou	Nikolaos	Financial Analyst	cash	Finance	1	Greece	\$ 1,300
Karavatakis	George	Accounting Assistant	cash	Finance	1	Greece	\$ 1,300
Kassara	Georgia	Accounting Assistant	cash	Finance	1	Greece	\$ 1,300
Kefala	Anna	Office Employee	cash	Finance	1	Greece	\$ 1,300
	Athanasia (Nansy)	Assistant Accountant	stock	Finance	4	Greece	
Leung	Jane	Accounting Coordinator	cash	Finance	0	USA	
Lee	Inchung (James)	Budgeting and Reporting Manager	stock	Finance	4	USA	
Fennell	Dominic	Finance	stock	Finance	5	USA	\$ 60,000
Ferro	Frank	Chief Financial Officer	stock	Finance	6	USA	
Angeles	Bernard	Accounts Payable/ARR acct	cash	Finance		USA	\$ 1,000
Walec	Anna	Travel Manager	stock	Service	2	USA	
Wilson	Beata	Accounting Assistant	cash	Finance		USA	\$ 1,000
Coichy	Gary	Performance Analyst	cash	Marketing		USA	\$ 1,000

①



March 11, 2013

Dominic Fennell  
380 Mountain Road, Apt. 2211  
Union City, NJ 07087

**Subject: Offer of Employment**

Dear Dominic:

On behalf of Airfasttickets, Inc. (the "Company") with offices at 875 Third Avenue, New York, NY 10022, I am pleased to offer you full-time employment with the Company effective on March 15, 2013.

You will serve as a Controller of the Company, which position currently reports to Frank Ferro, the Chief Financial Officer of AirFastTickets, Inc. The Company requires that, as a full-time employee, you will devote your full business time, attention, skill, and efforts to the tasks and duties of your position.

During your employment with the Company you will be eligible for the following payments and benefits (subject to required tax withholding and other authorized deductions):

- An annualized base salary of \$72,000.00 which salary will be payable in accordance with the Company's standard payroll policies;
- Participation in employee benefit plans that the Company may establish for similarly situated employees from time to time, subject to the terms of such plans;
- X • Vacation at a rate of fifteen (15) days per annum, subject to the Company's vacation policy as amended from time to time;

**Compensation**

Your annualized salary of \$72,000.00 will be paid at a semi-monthly rate of \$3,000.00 in accordance with customary payroll practices and procedures, subject to applicable law. This salary covers all hours worked by exempt employees. You will receive your semi-monthly pay on the 15th and the last day of each month.

**Employment "At Will" and Notice Period**

Your employment is "at will". Either you or the Employer may terminate your employment, with or without cause at any time, subject to the notice provisions set forth herein.

You agree to provide the Employer with two (2) weeks' notice of your voluntary resignation. The Employer agrees to provide you with two (2) weeks' notice of your termination when feasible except in the case of a termination for Cause. The period between such notice and termination of employment will be referred to as the 'Notice Period'. Such notice provision shall not alter your at-will status.

If the Employer terminates your employment without Cause or you resign by giving notice in accordance with the terms herein, the Employer may in its sole discretion, alter your duties or place you on a paid leave of absence during the Notice Period.

You may not provide services to any other employer or act as a consultant or otherwise assist any person or entity in connection with their business during your employment or during the Notice Period, regardless of whether you are working or on a paid leave of absence during such period, unless otherwise approved by management. You must continue to act in accordance with your employment obligations during any Notice Period.

### **Termination for Cause**

For the purposes of this Agreement only, termination for 'Cause' shall mean: (i) an action taken by a regulatory body or a self-regulatory organization against you that substantially prohibits or suspends you from performing or substantially impairs the performance of your duties of employment; (ii) your negligent performance or failure to perform your duties of employment or inadequate performance in your employment (other than any such failure resulting from incapacity due to physical or mental illness); (iii) your breach of any of your obligations set forth in this Agreement, including but not limited to your obligations under the covenants and conflict of interest provisions contained in this Agreement, or of any of the Policies or Airfasttickets, Inc. procedures (written or unwritten); (iv) your breach of fiduciary duty of loyalty to Airfasttickets, Inc.; (v) your violation of federal or state securities law, or any other law, rule or regulation; (vi) your conviction of or plea of guilty or nolo contendere to a job-related felony or any other job-related criminal offense; (vii) your wilful refusal to follow the proper direction of the Board or any individual that you directly report to; and (viii) your commission of an act that constitutes fraud, embezzlement or dishonesty.

### **Condition of Employment**

In the course of your employment with the Company, you will be subject to and required to comply with all Company policies, applicable laws and regulations. As a condition of employment, you will be required to sign and comply with an Invention and Non-Disclosure Agreement (which, among other things, prohibits unauthorized use or disclosure of Company proprietary information) and a Non-Competition and Non-Solicitation Agreement, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law. Unless the Company determines otherwise, your employment is further subject to satisfactory completion of a background check. By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would violate any such duty.

### **Acceptance**

If you accept this offer, this letter, the Invention and Non-Disclosure Agreement and the Non-Competition and Non-Solicitation Agreement shall constitute the complete agreement between you and Company with respect to the terms and conditions of your employment. Any prior or contemporaneous representations (whether oral or written) not contained in this letter, the Invention and Non-Disclosure Agreement or the Non-Competition and Non-Solicitation Agreement or contrary to those contained in this letter, the Invention and Non-Disclosure Agreement or the Non-Competition and Non-Solicitation Agreement, that may have been made to you are expressly cancelled and superseded by this offer.

### **Governing Law and Forum Selection**

This Agreement shall be governed by and construed in accordance with the laws of the state of New York without giving effect to its principles of conflict of laws. Should any dispute not be subject to arbitration, any action to enforce the terms of this Agreement or any other dispute arising out of your employment shall be brought in the appropriate state or federal court located closest to your final work location and the parties consent to such personal jurisdiction and waive any objections to the resolution of disputes hereunder in such jurisdiction.

### **Severability**

Any provision or part of a provision of this Agreement which is held to be illegal, void or unenforceable will either be modified so that it is enforceable, or deemed ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining provisions or part of a provision of the Agreement.

*(Signature Page Follows)*



Please sign and date this letter, and return it to me if you wish to accept employment at the Company under the terms described above. We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

AIRFASTTICKETS, INC.

By:

Name: Nikolaos Koklonis

Title: President and CEO

Address: 875 Third Ave, New York, NY 10022

Accepted by:

Dominic J. Gervais

10/3/2013  
Date