

Dated: June 30, 2023

TOURIST AGREEMENT

This Tourist Agreement (hereinafter the **"Agreement"**) is a public offer which is the relationship between DRUSTVO SA OGRANICENOM ODGOVORNOSCU "CENTER CRUISES", Montenegro, Tivat, bb Belani, registration number: 5- 1044489 / 001, a legal entity registered and operating under the laws of Montenegro (hereinafter **"Center Cruises"** or **"Tourist agent"**), which acts as a tourist agent and individuals who intend to purchase a tourist product in accordance with the terms of this Tourist Agreement (hereinafter the **"Tourist"**).

The date of conclusion of this Tourist Agreement shall be the date of the payment of the invoice of the chosen tourist product.

The Tourist shall perform the actions specified in this Agreement and/or performing other actions specified in this Agreement by the Tourist, constitutes the full and unconditional consent of the Tourist to all clauses of this Agreement, with all its amendments and additions, and unconditional acceptance of its terms, and indicates the conclusion of the agreement between the Center Cruises and the Tourist.

The Tourist has the right to refuse the performance of the Agreement before the start of the tourist trip, provided that the Center Cruises and Tour operator are reimbursed for the expenses related to the refusal actually incurred by the latter.

1. TERMS AND DEFINITIONS

"Tourist product" means a tourist product, that is a set of tourist services that was selected and ordered by the Tourist on the Website by filling out an online electronic form or in another way through the Center Cruises, and subsequently confirmed and/or booked by the Center Cruises in accordance with the Tourist's order;

"Website" means the website <https://center.cruises/>;

"Tourist" means a natural person who spends at least 24 hours or stays for at least one night, but no longer than one year without interruption, in a place outside of his place of residence for the purpose of holiday, leisure, entertainment, sports and recreation, culture, religion, ecology, engagement in business communication, participation in sports competitions, cultural and art events, as well as for the purpose of travelling by boat or by some other vessel;

"Tour operator" means legal entity which organizes tourist package tours and sells them directly, implements them or offers them for sale via Tourist agent, organizes excursions or offers other services that are usual in tourism;

"Tourist agent" (also means the **"Center Cruises"**) means legal entity which sells Tourist product provided by the Tour operator and/or which offers other agency services;

"Electronic application" means a request for the provision of the Tourist product, received by applying electronic form on the Website and which contains a list of services necessary for the

registration of the Tourist product, including the surname, first name, gender, birth date, citizenship, passport ID (including date of issue, date of expire), phone number, email, personal wishes of the Tourist. In this Agreement, the Electronic application is considered as an offer by the Tourist, that confirms intention of the Tourist to accept the present Agreement;

“Confirmation of the request (acceptance)” means the confirmation by the Tour operator the Tourist's Electronic application through the Tourist agent, which contains the Tour operator's consent for the provision of a Tourist product. Such confirmation can be provided in the form of an invoice issued through the Center Cruises. Payment of such invoice is considered confirmation of the desire to enter into the Agreement by the Tourist.

2. SCOPE OF THE AGREEMENT

2.1. Tour operator through the Center Cruises undertakes in accordance with the Electronic application to ensure the provision of a complex of tourist services (Tourist product), and the Tourist undertakes to accept and pay for them under the terms of this Agreement.

2.2. Confirmation of the request (acceptance) which is accepted by the Tourist contains the following information:

- period of stay at the place of provision of tourist services, indicating the dates of the start and end of the such services;
- characteristics of vehicles carrying out transportation, in particular their type and category, as well as date, time and place of departure and return (if transportation is part of the Tourist product);
- types and methods of providing meal;
- tourist service program;
- types of excursion services and other services included in the cost of the Tourist product;
- details of the insurer providing insurance of Tourist (if applicable);
- other information as the case may be.

2.3. The Electronic application must be filled out by Tourist completely and contain truthful information.

2.4. The Electronic application is considered as an irrevocable offer of the Tourist to conclude the Agreement.

2.5. After the receipt of the properly executed Electronic application by the Tourist, the Tourist agent places the order in the online system and transfers it to the Tour Operator.

2.6. If it is possible to satisfy all the essential conditions required by the Tourist, the Tour operator shall (not later than on the fifth day from the date of receipt of the Electronic application) send by means of SMS, e-mail, messages in the popular messengers (Viber, WhatsApp, Telegram, etc) the Confirmation (acceptance) of the request.

2.7. Center Cruises warrants the Tourist to pay for the Tour product on time and receive documents from the Tour operator.

3. RIGHTS AND OF OBLIGATIONS OF THE PARTIES

The Tourist has the right to:

- 3.1. receive all essential information about the Tourist product before concluding the Agreement;
- 3.2. have available on board ships operating beyond rivers or coastal waters full-time, professional emergency medical attention, as needed until shore side medical care becomes available;
- 3.3. get timely information updates as to any adjustments in the itinerary of the ship in the event of a mechanical failure or emergency, as well as timely updates of the status of efforts to address mechanical failures;
- 3.4. a ship crew that is properly trained in emergency and evacuation procedures;
- 3.5. an emergency power source in the case of a main generator failure;
- 3.6. transportation to the ship's scheduled port of disembarkation or the passenger's home city in the event a cruise is terminated early due to mechanical failures;
- 3.7. lodging if disembarkation and an overnight stay in an unscheduled port are required when a cruise is terminated early due to mechanical failures;
- 3.8. have included on each cruise line's website a toll-free phone line that can be used for questions or information concerning any aspect of shipboard operations;
- 3.9. have an emergency telephone number or details of a contact point where they can get in touch with the Tourist operator;
- 3.10. the proper execution of this Agreement by the Tour operator;
- 3.11. free choice of tourist services when ordering a Tourist product;
- 3.12. obtaining a set of tourist services in accordance with the accepted and executed Electronic application.

The Tourist has the following obligations:

- 3.13. To notify the Tour operator and Center Cruises of reliable information about himself and the persons traveling with him, including surname, first name, contact phone numbers, e-mail address, residential address, information about the contact person(s) for contact in an emergency situation;
- 3.14. To be in advance and fully familiarized with and comply with the provisions of this Agreement, the rules (conditions) of the organization and conduct of the Tour operator and the provision of other tourist services by the partners of the Tour operator, as well as to comply with these rules;
- 3.15. To pay the cost of the Tour product in accordance with the terms of this Agreement, as well as any other payments that are payable on board of the ship during the travel (including service fees, payment of additional services, etc.);
- 3.16. To provide the Tour operator and the Center Cruises with the documents necessary for registration of the Tour product in a timely manner and in full;

3.17. To receive and check the presence and correctness of filling out the documents necessary for the tourist travel, and immediately notify the Tour operator and Center Cruises of any deficiencies (inaccuracies, errors) found therein;

3.18. To arrive to the place of departure of the vehicle (land, air, sea) no later than 2 hours earlier for the timely check-in;

3.19. Not to violate the rights and interests of third parties, the requirements of the legislation in force in the territory of the host country;

3.20. To comply with customs, border, sanitary and other regulations;

3.21. To respect the political and social system, traditions, customs, religious beliefs of the country (locality) of stay;

3.22. To inform the Tour operator through a message to his email address or when ordering the Tour product and in any case before the Confirmation of the request (acceptance) all the information that will give the Tour operator the opportunity to objectively identify contraindications to receiving certain types of tourist services, and the Tourist product as a whole, including, but not limited to: specific health conditions, pregnancy and its term, psychoneurological diseases, other circumstances regarding the state of health. In the event that such information shall not be provided to the Tour operator before the conclusion of this Agreement, the Tourist bears personal responsibility for the changes in the state of health and/or the occurrence of a fatal outcome for a number of reasons, including, but not limited, due to a change in climate conditions, the characteristics of the national cuisine of the host countries, weather conditions and other reasons as the case may be;

3.23. To reimburse the Tour operator (or Center Cruises, where applicable) for damages caused by the illegal actions of the Tourist;

3.24. To take the necessary vaccinations and receive respective documents or get official written confirmation that the Tourist's health status does not prevent participating in the chosen Tourist product.

Tour operator's rights (also means Tour agent's rights, where applicable):

3.25. In the event of an unforeseen increase in transport tariffs, changes in legislation in the country (place) of the Tourist's temporary stay (including changes in the rules of entry and stay), which occurred after the confirmation of payment, to unilaterally change the price of the Tourist product with simultaneously the notification of the Tourist about such changes;

3.26. In case of occurrence, due to reasons and circumstances beyond the control of the Tour operator, which do not allow them to properly fulfill their obligations to sell the Tour product, ensure, in agreement with the Tourist and the partner of the Tour operator, the replacement of the offered tourist services, including places of accommodation (cabins, hotels) with the preservation of the service class (category, star rating) or with the provision of higher class services (category, star rating). The reasons and circumstances beyond the control of the Tour operator may be the following (including, but not limited to): result of the actions of the ship's captain, who exercises full control and management of the ship, in connection with which the captain has the right to: follow without a pilot; to tow and provide assistance to other vessels in any situation at their discretion; to deviate from the original route; to enter any port regardless of whether it is provided for in the route or not; to make a decision on a partial change of the cruise

route in the event of a threat to the safety of passengers; to refuse boarding to a passenger to the ship or to interrupt its journey in the nearest port, if as a result of the Tourist's behavior there is a threat to the life and health of other passengers, etc.;

3.27. If the Tourist fails to fulfill any of the monetary obligations provided for in this Agreement, the Tour operator has the right unilaterally and without prior notice to the Tourist to refuse to provide him with the booked Tour product and/or to change its consumer properties, and/or to suspend the provision of services provided for in the application for a cruise reservation previously confirmed by the Tour operator. Losses incurred by the Tourist, related to the Tour operator's fulfillment of the terms of this Agreement, are not reimbursed by the Tour operator, and the Tourist bears independent property responsibility for them;

3.28. In case the Tourist refuses from the Tour product unilaterally, the Tour operator shall not reimburse the Tourist price for the services already performed;

3.29. In case the Tourist refuses the Tour product unilaterally, demand reimbursement and fines payment in accordance with the terms of service provided by the relevant Tour operator.

3.30. Make any changes in the duration of the travel and other parameters of tourist services included in the Tour product, if this is related to the need to guarantee the safety of the Tourist;

3.31. Refuse to perform the Agreement without indemnifying anyone for damages in cases:

3.31.1. The occurrence of force majeure circumstances where the implementation of the Tour product is not possible or is a result of actions that the Tour operator and other subjects of tourism activity providing tourist services within the scope of the Tour product could not foresee;

3.31.2. Refusal of a consular/diplomatic institution of a foreign country to issue a visa/permit to enter its territory to a Tourist.

Tour operator`s obligates to:

3.32. provide assistance if the Tourist is in difficulty;

3.33. ensure reservation of tourist services in accordance with the Confirmation of the request (acceptance);

3.34. provide a document confirming payment by the Tourist of the cost of tourist services, in accordance with the Confirmation of the request (acceptance) and on the terms of this Agreement.

4. SETTLEMENT PROCEDURE

4.1. The full price of the services, chosen by the Tourist on the Website will be specified in the respective invoice provided by Center Cruises.

4.2. Depending on the start date of the Tour product and the rules of the cruise lines, the Tourist is obliged to pay a deposit, the percentage of which varies from 30% to 100% (of the total cost of the travel service).

4.3. In the event of a promotional sale of a Tour product, payment of the deposit shall be equal to 100%, and in case of cancellation of such promotional Tour product, the Tour operator`s penalty is 100% of the cost.

4.4. Full payment for the Tour product is to be made by the Tourist at least 45-90 days before the start of the Tour product.

4.5. The price of the Tour product is indicated in USD or EUR. In case of the exchange rate specified in the invoice has changed after invoicing, the parties use the USD or EUR exchange rate fixed on the website www.xe.com as of the date of payment.

4.6. All payments shall be made by wire transfer to the Center Cruises's bank account, specified in respective invoice.

4.7. The amount of port fees and taxes, which are part of the Tour product, can be changed at any time and are due and payable by the Tourist within 2 days from the date of notification by the Center Cruises.

5. LIABILITY OF THE PARTIES

5.1. For improper performance or failure to perform obligations under this Agreement, the Center Cruises and the Tourist shall be liable in accordance with applicable laws as specified in clause 6.4. of the Agreement, unless otherwise provided for by this Agreement.

5.2. The Tourist undertakes not to violate or attempt to violate the provisions of this Agreement.

5.3. The Tourist hereby agrees to indemnify and hold the Center Cruises harmless from any claims or demands, including reasonable attorneys' fees, by any third party in connection with or as a result of the Tourist's violation of these Agreement, any law or the third party rights.

5.4. The Tourist agent is not responsible for the obligations of the Tour operator.

6. CONFLICT RESOLUTION

6.1. All claims of the Tourist on issues of service are accepted until consideration in writing, in the presence of an Act signed by a representative of the host party in the country the Tourist's stay within 14 days from the end of the tour. The claim must be filed in writing in two copies with documentary confirmation of the circumstances stated in the claim.

6.2. Claims submitted or declared by the Tourist in violation of clause 6.1. of this Agreement, are not accepted.

6.3. The Tour agent does not accept claims and is not responsible for claims related to some deviations regarding the service provided by hotels, motels, boarding houses (tasteless food, malfunctions in the operation of the air conditioner, high cost of additional services, water outages and electricity supply, cleaning of rooms and territory, unreliable Internet connection, etc.). The Tour agent does not have information about the possible plans of the hotel administration regarding construction and repair work in the resort area.

6.4. Terms of this Agreement shall be governed by and construed in accordance with the laws of Montenegro, without giving effect to any principles of conflicts or choice of law provisions. Any legal action or claim related to will only be considered in Montenegro, and you hereby consent and submit to the personal jurisdiction in such venue. Tourist agree to resolve any disputes by

binding arbitration administered by the Arbitration Court of the Chamber of Commerce and Industry of Montenegro (<https://komora.me/pkcg/arbitrazni-sud>).

7. MODIFICATION OF THE AGREEMENT

7.1. Center Cruises has the right to modify or supplement this Agreement from time to time without any special notice by posting a new version of the Agreement on the Website. The new version of the Agreement shall become effective as of the date of its posting on the Website, unless otherwise provided by the new version of the Agreement.