

A&K Sanctuary General Terms and Conditions of Business ("the Business Terms")

1. CONTRACTING PARTIES

These Business Terms are legally binding between the company named on the quotation and confirmation documents (herein after referred to as "Operator" or "you") and Abercrombie & Kent Australia Pty. Ltd trading as A&K Sanctuary, (herein after referred to as "A&K Sanctuary" or "we"), each referred to in these Business Terms as a "Party", or together as "the Parties". They govern any Booking you make of accommodation and services on the Pure Amazon boat (the "Vessel").

2. BACKGROUND

2.1 Our Services are provided to you in a business-to-business capacity.
2.2 You must re-sell the Services to your customers as a principal as part of your own packages or otherwise as your own product and on your own terms and conditions of sale and this must be made clear to all customers before they complete their booking with you.
2.3 This Agreement governs any reservation for accommodation, transport, services, amenities and/or facilities on the Vessel ("Services") and the terms on which we authorise you to make onward sales of those Services.

3. BOOKINGS

3.1 The contract between you and us will come into existence once we issue written confirmation of your Booking.
3.2 Prior to the contract(s) being formed, any provisional reservation is held entirely at A&K Sanctuary's discretion.
3.3 Each booking accepted by A&K Sanctuary in accordance with the above shall constitute an individual contract between A&K Sanctuary and the Operator ("Booking").
3.4 The "Agreement" between you and us will consist of these Business Terms together with any quotation and/or any information about the stay or flight information we may provide you with on our website or otherwise, via your agent or tour operator, your booking confirmation, any applicable international conventions or conditions of carriage of applicable carriers and any other written information we brought to your attention before we confirmed your booking (the "Quotation").
3.5 For the avoidance of doubt, whether there is any inconsistency or contradiction between the terms contained in the quotation and the terms of these Business Terms, the quotation shall take precedence.
3.6 This Agreement shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other document or correspondence from the Operator and no additional alteration or

substitution of this Agreement will bind A&K Sanctuary or form part of any Booking unless they are expressly accepted in writing by a person authorised to sign on A&K Sanctuary's behalf.

4. PRICE AND PAYMENT

4.1 A non-refundable deposit of 20% of the price of the Booking is required within 7 days of us issuing a booking confirmation.
4.2 The balance of the price of the Booking is payable 60 days prior to departure. If the reservation is made after this date, the total Booking price must be paid at the time of confirmation. Failure to pay on time may result in cancellation of a Booking and the cancellation charges set out in clause 5 will apply.
4.3 A&K Sanctuary shall be entitled to charge the Operator a surcharge at any time in the event of a fluctuation in exchange rates or in the event of the imposition or increase of any dues, levies or taxes or fees arising from the result of governmental action (including, but without limitation, an increase in VAT). Furthermore, A&K Sanctuary reserves the right to correct any errors in the prices of confirmed Bookings.
4.4 A&K Sanctuary shall have right to charge interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 4 per cent (4%) per annum above the base rate of the Bank of England prevailing on the due date of payment. The Operator shall pay the interest together with the overdue amount. For payment by credit card A&K Sanctuary reserves the right to charge a levy.
4.5 Where all or any payments are placed into an escrow account, the Operator will bear all costs and administration charges applicable to the trust account.

5. CANCELLATION BY THE OPERATOR

5.1 The Operator may cancel the Booking at any time before the stay has begun subject to payment of any applicable cancellation charges.
5.2 All cancellations should be made in writing. The following cancellation charges will be payable (calculated on the total value of the Booking):

- If cancellation is received more than 60 days prior to arrival: 20%.
- If cancellation is received from 60 days to 31 days prior to arrival: 50%.
- If cancellation is received less than 31 days prior to arrival: 100%.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.
5.3 Should the Operator only cancel some of its customers on the Booking the charges set out in clause 5.2 will be pro-rated. Please note that partial cancellations may result in additional

supplemental charges becoming payable on the remainder of the Booking.

5.4 Where a Booking includes flights, cancellation of airline tickets will be subject to the refund policy of each individual airline which may be up to 100% of the airline ticket price. We will advise you of these as soon as possible after receipt of the written cancellation.
5.5 The purchase of tickets for transfers, excursions or tours run by third party operators is subject to the refund policy of each individual operator. We will advise you of these as soon as possible after receipt of the written cancellation.
5.6 Any amendment charges payable to A&K Sanctuary are non-refundable in any circumstances.

6. CANCELLATION BY A&K SANCTUARY

6.1 A&K Sanctuary shall be entitled to cancel any Booking by giving notice to the Operator at any time if the Operator has failed to make any payment under the terms of this Agreement or if the Operator has failed to make a payment due under the terms of any other contract with A&K Sanctuary.
6.2 In the event that A&K Sanctuary cancels the Booking in accordance with the provisions of clause 6.1 above, A&K Sanctuary shall be entitled to charge the Operator the cancellation fee as set out in clause 5.2 (or the quotation, where different).
6.3 A&K Sanctuary reserves the right to cancel any Booking if, in its opinion, the performance of the Booking will damage the reputation or goodwill of A&K Sanctuary.
6.4 A&K Sanctuary reserves the right to cancel, curtail or amend the Services without any liability where the Services cannot be supplied at all or cannot be supplied as described or agreed due to circumstances beyond its control or the control of the applicable third party suppliers.
6.5 Where A&K Sanctuary cancels the Services in accordance with this clause 6, it shall not be liable to refund any amount and/or pay any compensation to the Operator and/or the customer.
6.6 A&K Sanctuary will not be liable in any circumstances to make payment to any guest in relation to insurance premiums or other insurance related costs or other services they may have booked with the Operator or any third party in respect of the cancelled Services.

7. CHANGES TO BOOKINGS BY A&K SANCTUARY

7.1 As we plan arrangements many months in advance we may occasionally have to make changes or cancel your Booking and we reserve the right to do so at any time.
7.2 If we make a change to your Booking, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have

Commented [AF1]: These terms assume that a quotation will be provided, which includes these terms as part of that contract. If any bespoke terms are agreed in the quotation (eg specific payment or cancellation terms), they will override any terms within this agreement

no liability to you and/or to any customers.

7.3 We deem certain pandemic, epidemic or disease related travel and destination or Vessel requirements as "insignificant changes" in that we do not expect these changes to significantly affect the performance of the Booking or the overall enjoyment of customers. Such changes may include the requirement for customers to wear face masks, make regular use of sanitising stations and maintain social distancing. Some changes may affect the availability of certain services and facilities. We expect all customers to adhere to the local and national guidance that is in force at the destination and whilst travelling to and from the destination, and we shall have no liability to you if a customer fails to comply with those rules and regulations. We cannot accept any liability for any change made to the Services in light of Covid-19, any other strain of the coronavirus (and/or any other pandemic, epidemic or disease) and/or our adherence to local or national regulations relating thereto.

8. CHANGES TO BOOKINGS BY YOU OR THE CUSTOMER

8.1 The Operator may, either directly or on behalf of a customer, request a change or alteration in the Booking at any point. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of a reasonable administration fee, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

8.2 A cancellation fee may be payable in accordance with clause 5 (or the quotation, where different).

9. ACTIVITIES

9.1 Should any customer require additional activities to be booked, other than those contained within the quotation, we strongly advise that you book in advance so as to avoid disappointment.

9.2 Where activities are booked by you, the terms of this clause 9 shall apply.

9.3 You acknowledge that some activities (such as, amongst others, water-related activities and hot air ballooning), are subject to weather and/or water levels. We cannot be held responsible should such activities be amended and/or cancelled as a result of such matters, over which we have no control.

9.4 You acknowledge that some of the Services, including transfers, excursions or other tours, are run by third parties and such arrangements will not be part of your contract with us. For any such transfer, excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. In such circumstances we act only as agent for the operator and we will notify you accordingly at the time of booking. Where you book these before your stay commences we will list them on your booking confirmation and specify the third party responsible for them. We are not responsible for the provision of such excursion or tour or for anything that happens during the course of its provision by the operator. Copies of the terms and conditions of the relevant supplier are available on request.

9.5 International air carriers are subject to international air conventions limiting their liability. These limitations of liability are explained on the e-ticket or on the reverse of the airline ticket and when issued this constitutes the sole contract between the respective air carrier(s) and their passengers. You acknowledge that these limitations of liability will apply to any Booking made by you.

10. LIABILITY

10.1 A&K Sanctuary accepts no responsibility or liability for any destination that imposes access restrictions or otherwise hinders peaceful enjoyment of destination services and facilities based upon race, gender or sexual preference. We will provide general information in line with its obligations, however, you and the customer accept that it is your responsibility to thoroughly research your intended destination to ensure that it satisfactorily meets your holiday needs and requirements.

10.2 A&K Sanctuary will not be held responsible for any loss or damage incurred by the Operator that relates to any business activity; or which could not have been foreseen at the time the Operator made its booking in light of the information the Operator gave to A&K Sanctuary at that time.

10.3 A&K Sanctuary shall not be liable to the Operator, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement.

10.4 The Operator shall indemnify on demand A&K Sanctuary in full against all losses, damages, liability, claims, costs, fines, penalties and expenses (including reasonable legal expenses whether or not proceedings are brought) awarded against or incurred or paid by A&K Sanctuary as a result of or in connection with any breach of this Agreement by the Operator; and/or any act by the Operator outside of the scope of this Agreement or otherwise without the authority of A&K Sanctuary. This

indemnity will continue to apply after this Agreement has come to an end for whatever reason.

10.5 A&K Sanctuary reserves the right to change the Services which are the subject of the Booking at any time prior to departure of, or during the course of, the Services if A&K Sanctuary considers it necessary to do so in the light of Bookings, availability or unforeseen circumstances arising.

10.6 Whilst all reasonable attempts have been made to ensure the accuracy of information, descriptions and photographs provided by A&K Sanctuary, certain such material, where applicable, is provided to A&K Sanctuary by its suppliers and as such A&K Sanctuary cannot accept any responsibility for the accuracy of such material. Where any such material is sourced directly by A&K Sanctuary then it is accurate at the time of taking, however it is foreseeable that some destinations will change in appearance due to weather or other seasonal changes or external influences, and as such A&K Sanctuary cannot guarantee the accuracy of any such material. We may also make changes to our facilities and the appearance of the Vessel or facility(ies). We will of course make every attempt to notify you in advance of your stay as to whether such instances have had any effect on the Vessel, accommodation or its surroundings, however cannot be held liable in this regard.

11. OBLIGATIONS OF THE OPERATOR

11.1 The Operator undertakes and warrants to A&K Sanctuary that it shall:

11.1.1 ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;

11.1.2 not at any time do, authorise or permit any act or omission which in any way shall alter, harm, misuse or bring into disrepute, impair or adversely affect the intellectual property rights of A&K Sanctuary;

11.1.3 not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement and which in the reasonable opinion of A&K Sanctuary is prejudicial to the reputation of A&K Sanctuary;

11.1.4 comply with all relevant laws, regulations and any requirements of any regulatory, governmental or quasi-governmental body or agency; and

11.1.5 not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by A&K Sanctuary.

11.2 If A&K Sanctuary's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Operator, its agents, subcontractors, consultants or employees, then, without prejudice to

any other right or remedy it may have, A&K Sanctuary shall be allowed an extension of time to perform its obligations equal to the delay caused by the Operator.

12. COMPLAINTS

12.1 Without prejudice to the remainder of this clause 12, A&K Sanctuary endeavours to provide the Services to a very high standard. However should the Operator or any of its customers encounter any issue or problem with the Services; the Operator must contact A&K Sanctuary immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising (where applicable), to enable investigations to take place and remedies (where possible/appropriate) to be implemented.

12.2 The Operator accepts that it is liable directly to its customers for the proper performance of the obligations arising from the Operator's contract with its customers.

12.3 In the event of a complaint being made to the Operator by any of its customers in accordance with the above, relating to A&K Sanctuary and in particular the inadequacy or non-provision of the Services, the Operator must notify A&K Sanctuary in writing of any such claim or complaint immediately upon receipt.

12.4 Following investigation, A&K Sanctuary shall advise the Operator of its decision and/or the amount of compensation(s) agreed (if any) to the Operator in writing. A&K Sanctuary shall pay such amounts to the Operator as agreed between the parties. It is understood that the Operator shall not deduct the amounts relating to compensations from payments due by the Operator in accordance with clause 4, except where expressly agreed between the parties in writing.

12.5 The Operator acknowledges and accepts that A&K Sanctuary is under no obligation to honour any compensation already proposed or granted by the Operator to its customer.

13. LICENCES

13.1 A&K Sanctuary grants the Operator, its affiliates, subsidiaries, related companies, agents, representatives and employees a non-exclusive, world-wide, revocable licence to reproduce (and re-size where necessary) the photographs, videos and descriptions of the Services ("the Content") made available to the Operator by A&K Sanctuary for the purposes of re-selling the Services to its customers provided that the Operator shall only be entitled to use any videos in full and without any editing. The licence granted by this clause is non-assignable, personal to the Operator and cannot be sub-licensed.

13.2 All intellectual property rights in the Content shall remain vested in A&K Sanctuary or the applicable copyright owner. The Operator shall not use the Content for any purpose other than that expressly granted by the licence in this clause.

14. GENERAL TERMS APPLICABLE TO THE SERVICES

14.1 **Special requests:** A&K Sanctuary supplies the Services to the Operator on a business-to-business basis. However, if any of the Operator's customers have any special requests relating to any of the Services, the Operator should advise A&K Sanctuary at the time of booking. Where applicable, A&K Sanctuary will pass on all such requests and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to the Operator or its customers if they are not. The fact that a special request has been communicated to A&K Sanctuary does not mean that the request has been confirmed. Special requests will only be considered "confirmed" if agreed to by A&K Sanctuary in writing. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

14.2 **Property lost and damaged:** A&K Sanctuary shall not be liable for any loss of money, travel currency, jewellery of any kind, or loss or damage of and/or any other of the Operator's guests' valuables.

14.3 **Disability Service Requests:** Any requests for services appropriate for someone with a disability must be submitted in writing to A&K Sanctuary prior to A&K Sanctuary providing a quote for the Services. Any such requests made after A&K Sanctuary has issued a quote, and not listed on your booking confirmation, will not form part of the contract between A&K Sanctuary and the Operator. A&K Sanctuary will try to advise you as to the suitability of the chosen arrangements for your customer based upon the information you provide but it will be your responsibility to ensure you choose arrangements which are appropriate for your customer. We will pass on any requests for specific services where a disability is identified but we cannot guarantee that such requests will be met and will have no liability to the Operator or its customers if they are not.

14.4 **A&K Sanctuary Booking Conditions:** The Operator must pass on A&K Sanctuary's Cruise Contract (available on A&K Sanctuary's website and available from A&K Sanctuary on request) to the customers at the time of confirming their booking. It is the Operator's responsibility to ensure their customers abide by the Cruise Contract and comply with all customer

requirements in full as far as they are applicable. In the event of a conflict between the Cruise Contract and this Agreement, the Cruise Contract will take precedence.

15. TERMS ON WHICH WE AUTHORISE YOU TO SELL THE PRODUCT

15.1 A&K Sanctuary authorises the Operator to make onward sales as principal and to act only to sell Services to consumers by entering into a direct contract with them, as principal to that contract ("**Principal Sales**"). The Operator agrees to act as principal at all times when selling A&K Sanctuary Services. The Operator is not authorised to act as agent on behalf of A&K Sanctuary or on behalf of any third party suppliers.

15.2 In respect of all Principal Sales the Operator agrees: -

15.2.1 to ensure that any contract for any Services incorporates a set of booking conditions, which clearly set out a contract between the Operator and Operator's customer for the supply of the Services before the Operator confirms any Booking;

15.2.2 to ensure that any of the Operator's customers who consider booking the Services are made aware of the requirements in the "Fitness to Travel" section of our Booking Conditions;

15.2.3 to create and despatch contractual documentation in such a manner so as to ensure that it is clear to its customers that the contract is between the Operator and its customer;

15.2.4 that it is directly responsible to its customers for the provision and fulfilment of all contracts it has with the customers and that all sales made by the Operator, whether as a package or otherwise, shall comply with all applicable consumer laws, regulations and codes of practice;

15.2.5 not to represent to any customer that their arrangements will be protected by any means of financial protection for their forward payments and repatriation in respect of the Services, arranged by A&K Sanctuary; and

15.2.6 to ensure that all of their customers who book any Services have in place appropriate travel insurance to cover them from the time of Booking until the stay has taken place.

16. TIME LIMITS FOR CLAIMS AND PROCEEDINGS

16.1 Any claim under the provisions of this Agreement shall be notified by the Operator to A&K Sanctuary in writing within 60 days after the end of the Services. If such claims are not made within this period then A&K Sanctuary shall have no liability for such defect or failure.

16.2 A&K Sanctuary shall not be liable to the Operator in respect of any claim, if proceedings to enforce the claim are not started by no later than 6 months

after the day on which the Services should have ended under the terms of the Booking.

17. REGULATIONS REGARDING PASSPORTS, VISA, CUSTOMS DUTIES, FOREIGN CURRENCIES AND HEALTH

17.1 The Operator is responsible for the compliance by its customers with regulations in force in the customers home jurisdiction and the countries the customer is due to visit or transfer through as part of their trip with A&K Sanctuary, regarding passports, visa, customs duties, foreign currencies and health including but not limited to all requirements to hold specific travel documentation, Yellow Fever certificates and Covid-19 and/or any other pandemic, epidemic or disease related test results. The Operator shall bear all liabilities arising from the failure by their customers to comply with such regulations and A&K Sanctuary shall bear no liability or responsibility whatsoever in such circumstances.

17.2 In the event that A&K Sanctuary requires it, the Operator is responsible for the compliance by its customers to each sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by A&K Sanctuary staff during their journey.

17.3 The Operator must ensure that customers do not travel if they test positive for Covid-19 during the 14 days prior to departure. If this is the case, standard cancellation terms will apply. In addition, the Operator must ensure that customers comply with all national, local or Vessel-specific measures as they relate to diseases, epidemics and pandemics (including Covid-19 and/or any other strain of the coronavirus). This may require customers to maintain adequate physical distancing and frequently wash or sanitize hands during their journey. Masks may be required in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible and in accordance with local regulations. Noncompliance with these measures will result in not being able to continue on the journey. The Operator must ensure that customers voluntarily assume all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with any rampant disease, epidemic or pandemic (including Covid-19 and/or any other strain of the coronavirus) which may be present en route to (or from) and/or at the destination.

18. GENERAL

18.1 Any typographical, clerical or other error or omission in any brochure, quotation, price list, confirmation of offer, invoice or other document or information issued by A&K Sanctuary shall be subject to correction without any liability on the part of A&K Sanctuary.

18.2 The Operator shall not be entitled to assign this Booking or any rights or obligations arising under the terms of this Booking to any third party.

19. CONFIDENTIALITY

The parties agree to keep confidential the contents of this Agreement and any confidential information relating to A&K Sanctuary or the Operator, save for any information which is in the public domain, otherwise than through the wrongful disclosure of either party or which is required to be disclosed by law. Confidentiality will continue to apply after termination of the Agreement.

20. NO PARTNERSHIP / JOINT VENTURE / AGENCY

This Agreement shall not operate to create a partnership or joint venture of any kind between the parties. Nothing contained in this Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

21. CHANGE OF OWNERSHIP OR MANAGEMENT

The Operator shall notify A&K Sanctuary if it intends to transfer its ownership or management. Any transfer of this Agreement to the new owner(s) may only be undertaken once A&K Sanctuary has provided its written consent.

22. DATA PROTECTION

Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with this Agreement.

23. FORCE MAJEURE

23.1 For purposes of this clause, a "Force Majeure Event" shall mean acts, events, omissions or happenings beyond its reasonable control including, without limitation war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, changes imposed by rescheduling or cancellation of flights by an airline, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, pandemics, epidemics or outbreaks of illness including the ongoing effects of Covid-19 and/or any other strain of the coronavirus, infectious disease or illness and level of water in rivers or any incident which is similar in nature or effect to any of the foregoing.

23.2 Provided that the affected party has complied with clause 23.3 the Operator and A&K Sanctuary shall be excused from performance of their respective obligations under this Agreement where circumstances amounting to Force Majeure Event

occur, for as long as such circumstances last and affect contractual performance.

23.3 On the occurrences of a Force Majeure Event, the party seeking to rely on clause 23 must:

- a. after the start of the Force Majeure Event, immediately give notice to the other party by email stating the nature of the event, the date on which it started, its likely duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement;
- b. use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement;
- c. discuss with the other party, the most suitable next steps for that affected party's obligations under this Agreement, the impact of the Force Majeure Event on the Services under this Agreement, the effect of the Force Majeure Event on the Operator's customer bookings, any outstanding balance of the price of the affected booking(s) set out in clause 4 of these Business Terms, any potential refund, retention or transfer (or other similar dealing) of balance payments due to either party under this Agreement and the intentions of each party in relation to this Agreement, such as cancellation or termination of the affected bookings and/or this Agreement; and
- d. together with the other party, conclude how to resolve the force majeure circumstances.

23.4 Where any refund in relation to any Booking or otherwise is due to the Operator by A&K Sanctuary as a result of clause 23.3 A&K Sanctuary shall be entitled to deduct a reasonable administration fee from the refund due to the Operator.

23.5 A&K Sanctuary may, without notice to the Operator, set off any liability of the Operator to A&K Sanctuary and any administration charges incurred by A&K Sanctuary as a result of this clause 23, against any liability of A&K Sanctuary due to the Operator under this Agreement. If the liabilities to be set off are expressed in different currencies, A&K Sanctuary may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by A&K Sanctuary of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

23.6 In the event of any dispute or claim arising from this clause 23, the steps set out in clause **Error! Reference source not found.** shall apply and A&K Sanctuary will be entitled to withhold the sum in question until the dispute is settled.

23.7 Where there is advice advising against travel in the customer's home country and the customer elects not to travel due to this advice or is disinclined to travel, A&K Sanctuary will not be required to provide any refund for all or part of the Booking where A&K Sanctuary is still able to provide the Services for that Booking.

24. NOTICES

Any notice to be given under this Agreement shall either be delivered personally or shall be sent by email.

25. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

26. ANTI BRIBERY

The Operator shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the anti-bribery and anti-corruption legislation in the USA, UK and Europe. Furthermore, the Operator shall not engage in any activity, practice or conduct which would constitute an offence under any sections of anti-bribery and anti-corruption legislation in the USA, UK and Europe if such activity, practice or conduct had been carried out in the USA, UK or Europe.

27. ANTI – SLAVERY AND HUMAN TRAFFICKING

In performing its obligations under the Agreement, the Operator shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes which are in force or may come into force from time to time in the USA, UK and Europe, and respond to third party audit requests as and when received from A&K Sanctuary's third party audit provider.

28. MISCELLANEOUS

The Operator may not assign, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the express prior written consent of A&K Sanctuary.

29. LIMITATIONS ON LIABILITY

(A) Small Claims under \$10,000

Any and all disputes, claims, or controversies whatsoever whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of, related to, or connected with these Business Terms, the booking of the Cruise, Shore Excursions, and land and hotel packages, no matter how described, pleaded or styled, between the Operator and A&K Sanctuary in which Operator or any other claimant asserts damages for less than \$10,000

(excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) must be litigated, if at all, before a small claims court located in Victoria, Australia to the exclusion of the courts of any other county, state or country. Operator hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be otherwise available.

(B) Arbitration for All Claims Over \$10,000

Any and all disputes, claims, or controversies whatsoever whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with these Business Terms, the booking of the Cruise and land and hotel packages, or Cruise, no matter how described, pleaded or styled, between the Operator and A&K Sanctuary, in which Operator or any other claimant asserts damages for more than \$10,000.00 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) shall be referred to and resolved exclusively by binding arbitration in Victoria, Australia in accordance with the Resolution Institute Arbitration Rules or if Operator is a national of and habitually resident of a country that is not Australia, then the UNCITRAL Arbitration Rules shall apply to the exclusion of any other forum. Operator hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available to any such arbitration proceeding in Victoria, Australia. The arbitration shall be administered by the Resolution Institute in accordance with the fee schedule in effect at the time of initiating the proceeding with the Resolution Institute, which is deemed to be incorporated herein by reference. Each party shall bear their own costs and fees associated with any such filing. Neither party will have the right to a jury trial or to engage in pre-arbitration discovery except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court (other than small claims court in Victoria, Australia). The arbitrator's decision will be final and binding. A&K Sanctuary and Operator further agree to permit the taking of a deposition under oath of the guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of section 29(C) below governing venue and jurisdiction shall

exclusively apply to any lawsuit involving claims described in this clause.

(C) Jurisdiction and Venue

Except as provided above and only of the above-referenced arbitration clause is ruled unenforceable by a court of law, it is agreed by and between the Operator and A&K Sanctuary that all disputes and matters whatsoever related to, arising under, in connection with or incident to Business Terms, shall be litigated, if at all, before a court located in Victoria, Australia to the exclusion of the courts of any other county, state or country. Operator hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be available. If a matter is brought in the federal courts of Australia.

(D) Governing Law

A&K Sanctuary bookings are deemed to be contracts made in the state of Victoria and are governed by Victorian law and, to the greatest extent applicable, the general maritime law of the Australia, to the exclusion of all choice-of-law rules which might otherwise apply.

(F) Class Action Waiver

Operator hereby agrees that these Business Terms provide for the exclusive resolution of disputes through individual legal action on each Operator's behalf rather than any class, collective or representative action. Even if the applicable law provides otherwise, Operator agrees that any arbitration or lawsuit against A&K Sanctuary whatsoever shall be litigated by Operator individually and not as a member of any class or as part of a class or representative or action, and Operator expressly agrees to waive any law entitling guest to participate in a class action. If Operator's claim is subject to arbitration as provided in section above, the arbitrator shall have no authority to arbitrate claims on a class action basis. Operator agrees that this section shall not be severable under any circumstances from the arbitration clause set forth above, and if for any reason this class action waiver is unenforceable as to any particular claim, then and only then such claim shall not be subject to arbitration. The validity and effect of this class action waiver may be determined only by a judge or court of law and not by an arbitrator. Operator agrees that carrier can receive immediate judicial assistance to enforce this class action waiver.

(G) Claims for Emotional Distress

A&K Sanctuary shall not be liable for any emotional distress, mental anguish or psychological injury of any kind, except where said emotional distress, mental anguish or psychological injury was the result of either (a) physical injury to the Guest caused by the

negligence or fault of Guest, (b) the Passenger having been at actual risk of physical injury and such risk was caused by the negligence or fault of A&K Sanctuary, or (c) was intentionally inflicted by a A&K Sanctuary crewmember or the A&K Sanctuary.

liability for fraud or fraudulent misrepresentation.

(H) Claims of Improper Performance or Breach of the Contract

A&K Sanctuary's liability for improper performance or breach of the Contract shall be limited to a maximum of two times the price which Operator paid for the affected Services.

(I) No Consequential, Indirect or Punitive Damages

Notwithstanding anything to the contrary elsewhere in these Business Terms, in no event shall A&K Sanctuary or its members, partners, shareholders, directors, officers, managers, employees or agents be liable for any indirect, consequential, incidental or punitive damages (including but not limited to damages for lost profits, loss of revenue, loss of use, loss of contract or other opportunity, for any other consequential or indirect loss or damage of a similar nature) arising out of the transaction contemplated herein.

30. SEVERABILITY

If any provision of this Agreement are held to be invalid or void for any purpose be deemed to be omitted from this Agreement, such omission shall not affect or prejudice the validity, effectiveness or enforceability of the rest of the provisions of this Agreement.

31. WAIVER

Under this Agreement A&K Sanctuary's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Operator. No waiver of any breach operates as a waiver of any subsequent breach.

32. VARIATION

No variation of the terms of this Agreement shall be effective unless it is in writing and signed by each of the parties or some duly authorised person on their behalf.

33. ENTIRE AGREEMENT

The Agreement shall constitute the entire agreement between A&K Sanctuary and the Operator and any other terms, conditions, performance criteria, guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other parties except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's