

CELESTYAL CRUISES CENTRE LIMITED'S ("Celestyal")
AGENTS GUIDELINES AND POLICIES

I. Scope and Compliance with the Guidelines

A. These Guidelines are not valid for agents based in the US, but in all other markets.

Each company, whether tour operator/organizer/trader or travel agent/retailer (referred to as the 'Agent' in the Sales Agreement) that books, sells or distributes product(s) as defined in the Sales Agreement, offered by Celestyal *must* comply with these Guidelines.

These Guidelines will apply to the following:

- (i) Sales Agreement entered into by the Agent and the Company.
- (ii) Any Agents that use the internet to market and/or book the Company's cruises
- (iii) Any sub-agents used by the Sales Agent for the marketing, advertising sale and distribution of Celestyal's cruises and any other products.

Nothing in these Guidelines shall be deemed to give the Agent the right, license, authorization or approval to make bookings with Celestyal or to receive any commission or any other payments directly or indirectly from Celestyal, unless any such payment or commission has been agreed with Celestyal in writing under a Sales Agreement. For the avoidance of doubt, it is understood that any individual consumers booking a Celestyal cruise for themselves and/or for others and who are not receiving any commission or payments from Celestyal are not considered an "Agent" hereunder.

By making bookings with Celestyal and/or entering into a Sales Agreement with Celestyal, the Agent agrees to be bound by all of the terms and obligations under these Guidelines which shall survive the termination (howsoever arising) of any Sales Agreement entered between the Sales Agent and the Company.

B. The Guidelines May Be Modified, Altered or Amended at Any Time

Celestyal reserves the absolute right to modify, alter, or amend these Guidelines at any time without prior notification. Modifications of any nature of these Guidelines shall come into force from the date of publication on the Celestyal's website, unless otherwise specified in the updated Guidelines.

Notwithstanding the above, the updated Guidelines may be communicated or distributed in print or electronically by, including but not limited to, internet posting, PDF, email transmission, memorandum, letter, or facsimile or any combination thereof. Any bookings that are made following the alteration, modification, or amendment of the Guidelines shall be taken as acceptance of the same.

C. Breach of the Guidelines

In the event of any breach of these Guidelines, Celestyal shall without prejudice to any other rights and remedies at law or in equity it may have, reserves the right to take any action it deems appropriate, including but not limited to issuing to the Agent warning letters, terminating or reducing the Agent's commission.

D. Prevailing Agreement

To the extent any of the terms and conditions in these Guidelines are in conflict with the terms of the current Sales Agreement with Celestyal, the terms of current Sales Agreement will prevail.

E. Waiver

If Celestyal fails to act with respect to Agent's breach or anyone else's breach of these Guidelines on any occasion, Celestyal does not waive any rights to act with respect to future or similar breaches.

F. Consent

Any consent given by Celestyal under these Guidelines may be revoked by Celestyal at any time with or without cause and with or without prior notice. Upon revocation of such consent previously given the Agent agrees to cease any activity being conducted by it in reliance upon such consent.

II. Sales and Payment

A. Payment

The Agent shall be responsible for all payments of any and all bookings made on behalf of Agent's customers, including port charges and other fees. Payment may be made by the manner and means described in the Sales Agreement or as agreed in writing with Celestyal.

B. Refunds

In the event that a customer of the Agent is entitled to a refund, Celestyal is only responsible for refunding to the Agent that portion of the amount paid by the passenger that has been transmitted by the Agent to Celestyal less any applicable cancellation fees. The Agent is responsible for refunding all amounts received from the passenger including any amount refunded by Celestyal to the Agent in relation to the Agent's passengers booking.

C. Failure to Pay

In the event of the Agent or the Agent's customer failure to make the required payment for a Celestyal cruise booking, Celestyal shall be entitled without prior notice and without any liability whatsoever to cancel all bookings connected with the cruise of the Agent's customer where any payment is outstanding either in full or in part and/or deny boarding to any of the Agent's customers on the Celestyal cruise for which the Agent has not paid in full.

D. No other Profit

Agent agrees not to profit from the sale of Celestyal's products other than by means of the commission stipulated in the Sales Agreement and not to claim any other payment or compensation whatsoever from Celestyal in any form whatsoever.

III. Bookings

A. Passenger Ticket Contract

The Carrier's Conditions of Carriage (a copy of which can be found under 'Annex A' to these Guidelines' or at www.celestial.com, as these may be amended from time to time) which govern the Agent's customers cruise with Celestial shall be incorporated by reference in the Agent's contract with its customers. And the Agent shall ensure that the Conditions of Carriage are specifically brought to the Agent's customers attention at the time of their booking and the customer is given a copy of the Carrier's Conditions of Carriage at the same time.

The Agent and/or any sub- agents appointed by the Agent, shall inform all passengers of the terms of the Carrier's Conditions of Carriage regarding the right of the Carrier to ensure that all passengers are medically fit and mobile enough to take part in the Celestial Cruise as provided for in the Carrier's Conditions of Carriage. As per the Carrier's Conditions of Carriage, the Carrier has the right to deny boarding and/or disembark any passengers of any Celestial Cruise who fail to meet the medical and/or physical requirements set out in the Carrier's Conditions of Carriage and/or any passengers whose conduct impairs the safety of the Vessel in question or causes inconvenience to the other passengers. The Carrier will also have the right to administer Public Health Questionnaires prior to boarding of passengers and deny boarding to any passenger who refuses to complete such a questionnaire or who the Carrier reasonably believes has a viral or bacterial Gastro Intestinal illness.

The Agent (and any sub-agents appointed by the Agent)) shall be solely responsible for bringing and explicitly communicating to its customers the Carrier's Conditions of Carriage prior to booking and reiterating these terms and conditions at the time of booking by giving a copy to every customer booked with the Agent.

The Carrier's Conditions of Carriage governs the legal relationship between the passenger and the carrier, including without limitation passenger's legal rights, particularly with respect to Celestial's and/or carrier's liability and the passenger's right to sue. In the event of any conflict between Celestial's booking terms and conditions in its brochures or website or any communications between the Agent and the Company concerning any booking in relation to the Agent's customers and the Carrier's Conditions of Carriage, the terms of the Carrier's Conditions of Carriage shall always prevail and apply to the Agent's customers.

The Agent (and any subagents appointed by the Agent) warrants that it shall not make any representations to any customer or prospective customer of the Agent or sub-agent or to any other third parties concerning the terms and conditions of passage other than those set forth in the Carrier's Conditions of Carriage.

B. Conditions for Travel And Other Important Cruise Information

The Agent is responsible to review and be familiar with the Company's information concerning reservations, tours, shore excursions, cancellation charges applicable to the Agent's customers bookings, travel and health documentations that are required for each of the Agent's customers booking.

C. Alteration/Cancellation by the Company

The Company reserves the right at any time to alter or cancel any element of the cruise if the ship's Master or the Carrier considers that such alteration or termination is for any reason whatsoever necessary for the good management of the vessel or the Carrier, or for reasons of force majeure which shall include, without limitation, war or threat of war, riots, civil commotions, disasters, acts of God, actual or threatened terrorist activities, natural and nuclear disasters, fire, closure of ports, actual or threatened strikes or any industrial action, or any other event whatsoever outside the control of the Company. The Company shall not be liable for alteration or cancellation as a result of such events which are (i) attributable to a third party unconnected with the provision of the cruise or (ii) which are unforeseen or unavoidable or (iii) are due to unusual and unforeseen circumstances beyond the control of the Company, which could not have been avoided with due care or the Company could not have foreseen or forestalled.

Where the Company is constrained before the departure to alter significantly an essential term of the Agent's contract with its customers including the price or cancellation is made prior to sailing, the Company will notify the Agent as soon as possible and give the Agent the following options:

- (a) A full refund of any monies paid or
- (b) An alternative cruise of the same or greater value at no extra cost or
- (c) An alternative cruise of a lower value with a refund of the difference.

On receipt of these options the Agent must notify the Company as soon as possible of its choice. An alternative cruise must be taken at any time within 12 months of the cancelled cruise.

If after sailing a significant element of the cruise cannot be provided, the Company will make suitable alternative arrangements for the continuation of the cruise and compensate the Agent for any difference in price which is to be refunded to its customers. If it is not possible for the Company to provide a suitable alternative or the Agent's customer reject any alternatives offered provided the Agent's customer's rejection is reasonable, the Company will provide the Agent customer with equivalent transport back to the place where the cruise commenced or another place which the Agent's customer has agreed to and where appropriate, the Company will offer the Agent's compensation to be given to by the Agent to its customers.

The following are examples of significant alterations: an increase in the price of more than 8% and any alteration of elements that are fundamental to the enjoyment of the Holiday when considered as a whole. In relation to this clause the following are not considered as significant alterations: (i) the substitution of the vessel; (ii) the minor modification of the itinerary of the cruise; (iii) a change of cabin, provided that the cabin is in the same or higher category; (iv) changes to the programme of shows and other forms of entertainment on board the vessel.

The examples given above of alterations which are not considered as significant are not exhaustive and does not preclude the Company from treating other events as not being significant alterations.

The Company is not liable, and no compensation is payable where the cruise is cancelled because the number of persons who agree to take it is less than the minimum number required. The Agent must inform its customers at the time of booking of the Company's policy in relation to cancellation of the cruise due to

insufficient numbers by either incorporating this information in its booking terms and conditions with its customers OR by informing the Agent's customers in writing when confirming the Agent's customer's booking.

D. Disabled Persons and Persons with Reduced Mobility

The Agent warrants that it will ensure that all its customers are asked at the time of booking to provide as much detail as possible as to whether the customer or anyone accompanying the customer is unwell, infirm, or has a disability and requires assistance so that the Carrier can consider whether it is able to carry the customer(s) in a safe or operationally feasible manner, taking into account any issues relating to the design of the vessel or port infrastructure and equipment including port terminals which may make it impossible to carry out the embarkation, disembarkation or carriage of passengers and which may have an impact on the passenger's safety and comfort.

The Agent should obtain from the Agent's customers at the time of booking if the customer has any special seating requirements, since availability is limited; If the customer needs to bring any medical equipment on board; and If the customer needs to travel with an assistance dog onboard the vessel.

The Agent confirms that it will transmit to its customers that if the Carrier concludes that the customer cannot be carried safely and in accordance with applicable safety requirements then the Carrier can refuse to accept a booking or embarkation of a Disabled Person or Person with Reduced Mobility on the grounds of safety.

The Agent confirms that it will transmit to its customers that the Company or the Carrier reserves the right to refuse to carry any of the Agent's customers who has failed to adequately notify the Agent of any Disabilities or needs for assistance in order for the Company and the Carrier to make an informed assessment taking in account the customer's requirements that the customer can be carried in a safe and operationally feasible manner on the grounds of safety.

E. Personal Data

The Agent shall ensure that all personal data it collects is stored securely in accordance with the General Data Protection Regulation (GDPR) and that its personnel and any contractors or sub agents whether acting in the capacity of controller or processor as defined in the GDPR, are fully trained in the rights of the data subject and the obligations of the Agent and understand the information that needs to be transmitted to all customers/cruise passengers in accordance with the GDPR at the time of booking in relation to the collection, processing, storing and use of their personal data to enable the Company to perform its duties under this agreement. This may, without limitation, include collection processing and use inside and outside of the European Economic Area, providing customer details to governments, immigration authorities, port state control, police, flag state and other competent authorities as may be required by law. In the case of emergencies, the customers' the Company providing personal data to shore-side doctors, next of kin, the Company's respective insurers and advisors and the customer's medical insurers.

The Agent agrees that the Company is permitted to hold personal information and other business records, including personal details of the Agent's customers/cruise passengers, and may use such information in the course of its business in order to fulfil its contractual obligations with the Agent's customers/cruise

passengers according to the relevant data protection legislation. The Agent agrees that the Company may disclose such information to its associated companies and to third parties in the event that such disclosure is in the Company's view required for the proper conduct of the Company's business and/or that of any associated company or is required by law or in order to fulfil the Company's contractual obligations with the customers/cruise passengers. This clause applies to information held used and/or disclosed in any medium and whether the use or processing of data is within or outside the European Union.

F. Shore Excursions

It is the Agent's sole responsibility to fully inform the customers at the time of booking as to the main characteristics of the shore excursions and provide accurate information as to the suitability of the shore excursions taking into account the needs of the customers, including without limitation in respect of persons with reduced mobility.

The Agent (where applicable) covenants with the Company that it and/or its employees and/or its servants and/or its agents (including tour leaders) shall not for the period of any Sales Agreement that is in place either directly or indirectly sell shore excursions or tours or other ancillary tourist services organized by the tour leader or the Agent or by other providers to the passengers onboard the Vessels whether those passengers have booked their cruise with the Agent or not. In the event that the Agent and/or its employees and/or its servants and/or its agents (including tour leaders) are found in the reasonable opinion of the Company and following an investigation and a notice of default in breach of these Guidelines, the Company shall be entitled to terminate any Sales Agreement without incurring any liability whatsoever and in addition to claim any losses and/or damages and/or expenses of any nature whatsoever, whether direct or indirect (including without limitation loss of profit or loss of revenue) which it has incurred and howsoever arising.

Detailed terms and conditions applicable to the shore excursions are available upon request or these can be found at www.celestial.com. The SHORE EXCURSION TERMS AND CONDITIONS are expressly incorporated into the contract between the Customer and the Company.

IV. General

A. Communication with Booked Customers

Celestial reserves the right to communicate directly with all booked guests to: (1) provide the guest useful information, (2) keep the guest engaged in their cruise experience with Celestial.

B. Claims Handling

The Agent undertakes to inform Celestial in writing as to any complaints and/or claims by the Agents customers immediately. Agent shall provide all details of any information regarding the complaint and/or claim, including without limitation any information that will assist in the defense of the claim/complaint. The Agent shall under no circumstances deduct from any payments due to Celestial, any sums in order to compensate the Agents customers in relation to any claims or judgements against Celestial without the prior written approval of Celestial. The Agent will not make any admission of liability regarding Celestial without the prior discussion and agreement in writing with Celestial. Any settlement reached by the Agent with any customer of the Agent or a sub-agent relating to a claim against Celestial or relating to Celestial's

Products must release Celestyal and its insurers and/or its agents and/or its employees and/or its servants from any further liability to the Agent and the Agent's customer. Any settlement reached by the Agent without the prior written consent of Celestyal will be solely for the account of the Agent with no recourse to Celestyal or its insurers for reimbursement.

C. Governing Law

These Guidelines shall be governed by, and construed in accordance with, Laws of the Republic of Cyprus. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Nicosia, Cyprus.

D. Independent Contractors

Hotel accommodation, airline tickets, ground transportation and shore excursions are provided by independent contractors, namely local suppliers who will be subject to local laws, rules, regulations and standards which will form the basis upon which to assess the performance of such services. Where such services are included in the booking, the package shall be regarded as having been performed if local laws and regulations have been complied with. Such independent contractors do not at any time act as agent or representatives of Celestyal. Celestyal does not own or control any such independent contractors, makes no representation of any kind as to their performance and/or their suitability and does not undertake to supervise their activities. Celestyal acts as an intermediary for such products and services not directly provided by it. Any customer of the Agent purchasing or using such services or activities shall be entering directly into a contract with the independent contractor - Celestyal is not a party to the contractual relationship in relation to such products and services supplied by independent contractors.

V. TRADEMARKS, COPYRIGHTS & OTHER INTELLECTUAL PROPERTY RESTRICTIONS

A. Celestyal Brand Trademarks

Celestyal's Property includes without limitation any and all Celestyal trademarks and used in Celestyal website and in Celestyal's fleet brochures and other Celestyal print material from time to time, Celestyal's other copyrighted content and other Celestyal trademarks (whether registered or not), service marks, logos, slogans or copyrighted material. The absence of a logo, program, offer, or other name from a trademark list does not constitute a waiver of Celestyal's trademark or other intellectual property rights concerning that name.

B. Restrictions on Use

Agent is not authorised to use any of Celestyal's property or any mark resembling any of Celestyal's property as part of its corporate, business or trade names, nor in advertising, marketing, promotions, or public relations, nor to give the appearance of identifying its own businesses and programs, nor elsewhere without first obtaining the prior written approval of Celestyal, unless such advertisement or other material is provided by Celestyal to Agent for an express purpose, and, in that case, Celestyal's Property shall only be used in the exact form provided by Celestyal. Agent may not use Celestyal's Property in any part of a domain name without the express, prior, written consent of Celestyal.

ANNEX A

Conditions of Carriage of Passengers and their Luggage