

TERMS & CONDITIONS

IMPORTANT NOTICE TO GUESTS: THIS DOCUMENT IS THE CONTRACT BETWEEN YOU AND CARRIER AND CONTAINS IMPORTANT LIMITATIONS ON YOUR RIGHTS. THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT, PAYING PARTICULAR ATTENTION TO SECTIONS 8 THROUGH 11 AND RETAIN IT FOR YOUR FUTURE REFERENCE.

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1. INTRODUCTION

This Contract contains all the terms of agreement between you and Carrier. The acceptance and/or use of this Contract by the person named hereon as Guests shall be deemed to be an acceptance and agreement by each of them of all of the terms and conditions herein. The person purchasing, accepting and/or named on the Contract represents that he/she is authorized by all named Guests, including any minor, to accept and agree to be bound by all the terms and conditions of the Contract. This Contract is not transferable and you may not sell or assign it. It is valid only on the

Yacht and for the voyage indicated. This contract may not be modified except in writing signed by Carrier. The terms, conditions and limitations herein shall apply to any and all disputes between you and Carrier regardless whether arising aboard the Yacht or in any other place, location or mode of transportation whatsoever. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of the Carrier and all concessionaires, independent contractors or other providers of any services or facilities in connection with or incident to the Guest's voyage, as well as any of their affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; and all suppliers

2. DEFINITIONS

"Carrier" means and includes the owner, SeaDream Yachts AS, a Norwegian corporation; the Operator, SeaDream Yacht Club Limited, a Bahamian registered corporation; the named Yacht; and its or their affiliates, officers, directors, management, employees, agents, charterers and tenders.

"You, Your, Guest" means the person(s) purchasing, accepting or using this Contract or who board(s) the Yacht or those in their care, and includes and binds their heirs, successors in interest and personal representatives. Throughout this Contract, use of the singular includes the plural and use of the masculine includes the feminine.

"Voyage" means the sailing from the port of departure to the final port of disembarkation, including any rail, road or sea port, any land accommodation components or package sold with, or included in the price of or taken in connection with the Voyage, any shore excursions or shore side facilities related to or offered during the Voyage, and all transportation to or from the voyage if purchased through or arranged by Carrier.

"Voyage Fare" means the amount actually received by the Carrier for your voyage. It covers the Voyage package, optional use and enjoyment of Carrier-furnished sports and recreational equipment, scheduled meals and accommodations while on board, air supplements if arranged through Carrier and, if you are participating in any pre-embarkation program, transfers to and from the yacht. Voyage fare does not include Government taxes and fees imposed or sanctioned by any Government, foreign or domestic. These charges are in addition to the Voyage Fare and may include but are not limited to Guest Facility Charges, Security Surcharges, Fuel Surcharges, International Guest Departure or Arrival Tax, Customs User Fee, Immigration Fee and Agricultural Inspection Fee. Voyage fare does not include shipboard services or amenities for which an additional charge is imposed, medical care, shore excursions, optional travel or baggage insurance, or pre or post-voyage hotel expenses and meals not purchased through Carrier as part of your voyage package. The Voyage Fare has been determined far in advance of the voyage departure date on the basis of then existing projections of fuel and other costs. In the event of an increase in fuel or other costs above amounts projected, Carrier has the right to increase the fare at any time up to the voyage departure date and to require payment of the additional fare prior to voyage departure. Carrier has the right to refuse to transport you unless the additional fare is paid. Within seven (7) days after you are notified of the additional fare (but no later than the voyage departure date), you may elect to surrender this contract to us for cancellation, whereupon you will receive a full refund of the voyage fare only. Cancellation fees do not apply to this type of refund.

3. TRAVEL AGENTS

Any travel agent utilized by Guest in connection with the issuance of this ticket or otherwise making arrangements for air transportation, shore excursions, tours, land, air, or local water transportation or shoreside accommodations and meals, provides such services solely for you, and not for Carrier, as an independent contractor. Carrier accepts no responsibility for any representations, acts, omissions, the financial condition or integrity of any travel agent utilized by Guest in connection with your voyage, including any failure to remit your funds to Carrier or to remit any refund to you, and the guest remains liable for the fare due to the Carrier. Receipt of this Contract or any other documents or information by your travel agent constitutes receipt by you.

4. GUEST RESPONSIBILITIES & REPRESENTATIONS

4.1 GENERAL

Guests are responsible to comply with any government travel requirements and must have in their possession proof of citizenship in the form of a valid passport, exit and entry visas as required, and any other necessary documentation required by either the United States or any foreign port visited. Passports must be valid for at least six (6) months beyond the date of final disembarkation. Guests are advised to consult with their travel agents and the appropriate governmental agencies and embassies to determine applicable requirements. Carrier assumes no responsibility for advising Guests of immigration requirements, may refuse to embark Guest or may disembark Guest in the event Guest does not present required documentation, and shall have no liability whatsoever for a refund or otherwise in such circumstances.

Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct or presence will not impair the safety of the Yacht or anyone carried on board, or inconvenience, annoy, embarrass or harass any other person. You must, at the time you book your voyage, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the voyage and any additional information regarding any prescriptions that may affect you while on the voyage. If any such condition arises after you have booked the voyage, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Pregnant Guests who have entered their 24th week of pregnancy prior to the commencement or during the voyage will not be permitted to embark. Failure to report any such condition or prescriptions will release the Carrier, the Yacht's doctor, and any other personnel affiliated with the Carrier in any way from any liability related to the accommodation or treatment of such condition. By acceptance of this Contract, Guest acknowledges and agrees that Carrier shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the Guest.

Guest warrants that the Guest's conduct or presence will not impair the safety of any passenger, crew member or the Yacht from over-consumption of alcohol or drugs. Guest further warrants that the Guest will not bother or harass any other passenger or crew member onboard the Yacht with

any inappropriate behavior or violate the privacy of any other passenger or crew member by including them in photographs or recordings without their express consent.

The Carrier may refuse to embark, disembark or confine you to a stateroom, if, in the sole opinion of the Carrier, your physical or mental condition creates an unreasonable risk to yourself or others or unreasonably interferes with the peace and tranquility of the Yacht or enjoyment of others. If the Carrier refuses to allow you on board for any of these reasons prior to the commencement of the voyage, a refund of the voyage fare will be treated as a cancellation by the Guest, and a refund, if any, shall be based on the timing of such refusal in accordance with Carrier's cancellation policy referenced in section 6 of this Contract, with no further liability whatsoever. Carrier recommends that Guests who are not self-sufficient travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of an emergency. Should the Yacht deviate from its course for any cause resulting from the Guest's negligence or due to a medical emergency involving the Guest, said Guest shall be liable for the related costs incurred and shall indemnify Carrier for any costs, penalties or demands arising therefrom.

No animals will be allowed on the Yacht under any circumstances unless deemed necessary to assist with a physical disability and provided (a) the Carrier is given advance notice at the time of booking the voyage that said animal will be carried aboard; (b) the Guest assumes all responsibility for said animal's food and hygiene; and (c) the Guest agrees to indemnify and defend Carrier should the assistance animal cause injury, death, damage or loss to any other person or to the Yacht. Guests using assistance animals should check in advance with governmental authorities in each port to be visited to determine local rules, regulations, fees and quarantines applicable to such animals and Carrier shall have no liability to Guest whatsoever arising therefrom.

All Guests are strongly advised to obtain comprehensive travel insurance covering the entire duration of their trip.

4.2 GUEST'S INTERRUPTION OF VOYAGE; QUARANTINE

The Carrier may confine you to your stateroom, change your accommodations or disembark or remove you at any port if, in the sole opinion of the Carrier, your presence might be detrimental to your own health, comfort or safety or that of any other persons, you might be excluded from landing at any destination by governmental authorities, or if you violate any provision of this Contract. If you are disembarked for any such reasons, you will not be entitled to any refund or damages. If you are delayed or detained on board the Yacht or elsewhere due to injury, illness, disability or quarantine or due to action of any government or authority or for any other reason, you will be solely responsible for all resulting costs and expenses, including repatriation, and must reimburse the Carrier for any such costs or expenses which it may incur on your behalf.

4.3 RULES AND REGULATIONS; COMPLIANCE WITH LAW

You must at all times obey all the rules, regulations and orders of the Carrier and the Yacht's Master and officers. You may not solicit other Guests for commercial purposes or advertise goods or services on board the Yacht without the Carrier's prior written permission. It is your responsibility to comply without delay with the requirements of all immigration, port, health, customs, and

government police authorities, and all other laws and regulations of each country or state from or to which you will travel. You must reimburse the Carrier for any charges, costs or resulting expenses or fines that it may incur as a result of your actions or presence on the Yacht, apart from the services provided as part of this Contract.

4.4 UNAUTHORIZED STOPOVERS OR DISEMBARKATION

Unauthorized stopovers or disembarkations, or your failure to make any sailing of the Yacht at any port for any reason shall be at your sole risk and expense. The Carrier shall not be liable in any way for such actions and you will not be entitled to any refund or other compensation under these circumstances, or if you disembark early for any reason.

4.5 PREGNANCY

Guest represents and warrants that the Guest is fit to travel and that the Guest's conduct or presence will not impair the safety of the Yacht or anyone carried on board, or inconvenience, annoy, embarrass or harass any other person. You must, at the time you book your voyage, inform the Carrier, in writing, of any existing physical or mental illness, disability or pregnancy or any other condition for which you or any other person in your care may require medical attention or special accommodation during the voyage. If any such condition arises after you have booked the voyage, you must report the condition to the Carrier, in writing, as soon as you become aware of it. Pregnant Guests who have entered their 24th week of pregnancy prior to the commencement or during the voyage will not be permitted to embark. Failure to report any such condition will release the Carrier, the Yacht's doctor, and any other personnel affiliated with the Carrier in any way from any liability related to the accommodation or treatment of such condition. By acceptance of this Contract, Guest acknowledges and agrees that Carrier shall have no responsibility or obligation to provide any special services or medical equipment to Guests. The Guest shall be liable to the Carrier and shall reimburse it for all loss, damage or delay sustained by the Carrier because of any omission of the Guest.

5. INFANTS AND MINORS

The Voyage is intended for adult Guests over the age of eighteen (18). Carrier provides no services intended or suitable for minors, this includes all excursions, watersports or other activities. Carrier may, in its full discretion, deny minors any access or use of the Carrier's facilities or services, including bar services, casino etc. Carrier provides no services related to the care of minors such as babysitting, child care or entertainment for children. Carrier offers no children pricing or similar discounts for minors. A minor will be treated equally to adult Guests for all pricing purposes.

No child under the age of one (1) year at the time of sailing will be accepted as a Guest. Any Guest under the age of eighteen (18) years at the time of sailing must be accompanied by an adult Guest over the age of eighteen. If the adult is not a parent, a Parental/Guardianship Consent must be signed by the minor's parent or legal guardian and delivered to the Carrier eight weeks before sailing. You agree to fully supervise any and all persons under the age of eighteen (18) accompanying you during your voyage. You also agree to indemnify Carrier for any and all damage

caused by such persons, or for any injury, illness or death to such persons to which lack of adequate and proper adult supervision contributed in whole or part.

6. CANCELLATION PRIOR TO EMBARKATION

Refunds for Guest cancellations are limited by the terms of Carrier's cancellation policy. Guests are advised to consult Carrier's voyage brochure, copies of which are available upon request or via its website at www.seadream.com for the complete terms of Carrier's cancellation policy. All terms and conditions contained in the Carrier's voyage brochure regarding Carrier's cancellation policy are incorporated herein.

Carrier may for any reason whatsoever cancel, postpone or advance any sailing or terminate the Yacht Ticket Contract at any time before departure and the Carrier's only liability will be to refund to the Guest the amount received for the Yacht Ticket Contract. Under no circumstances shall Carrier be liable for any other loss or damages whatsoever, including but not limited to consequential losses of any nature.

7. CARRIER'S CANCELLATION, DEVIATION OR INTERRUPTION OF VOYAGE; CHANGE IN ACCOMMODATIONS

The Carrier may for any reason whatsoever, with or without advance notice, substitute any other Yacht for the named Yacht, change the scheduled port of embarkation, omit or change any, some, or all scheduled calls at any intermediate ports, omit or change the scheduled port of disembarkation, call at any port whether or not contemplated in the itinerary, change all or part of any itinerary, as well as transfer the Guest and the Guest's baggage to any other Yacht or conveyance, whether belonging to Carrier or not, back to the port of embarkation or to the originally scheduled port or disembarkation.

The Guest shall have no right to any refund or any other compensation, and the Carrier shall have no obligation or liability in respect thereof to the Guest except in the event of the Carrier's willful or negligent actions, as follows:

- If any portion of the voyage is canceled altogether, Carrier shall refund a proportionate share attributable to the canceled portion.
- If the scheduled sailing date or time is delayed and you are not accommodated on board, the Carrier may arrange hotel accommodations at no additional expense to you for the duration of the delay.
- If the scheduled port of embarkation or disembarkation is changed, the Carrier will arrange transportation to or from the originally scheduled port.
- If in the opinion of the Master, booked accommodations must be changed, the Carrier shall have the right to allocate other accommodations to the Guest.

8. CARRIER'S LIMITATIONS OF LIABILITY

8.1 HEALTH, MEDICAL CARE, SHORE EXCURSIONS AND OTHER SERVICES

All health, medical or other personal services in connection with your voyage, including any shore excursions, tours, or travel in any aircraft, bus, car, train or other conveyance whatsoever, are provided or arranged, if at all, solely for the convenience and benefit of the Guest, who may be charged for such services. Payment shall be made upon demand and prior to disembarkation.

You accept and use medicine, medical treatment and any other services made available on the Yacht or elsewhere during the voyage at your sole risk and expense without liability or responsibility of the Carrier. Doctors and nurses who may work on board the vessel or ashore, or other medical and service personnel are independent contractors. These individuals work directly for the Guest and shall not be considered to be acting under the control or supervision of the Carrier, since the Carrier is not a medical provider. Guest shall disclose any pre-existing medical conditions and prescriptions to the Doctor onboard prior to any treatment and to the Carrier prior to the disbursement of any motion sickness medications.

Similarly, Carrier does not supervise or control the actions of connecting land and sea carriers, shore excursion or tour operators, doctors, nurses and providers of any other personal services in connection with the voyage, who shall be considered independent contractors working directly for the Guest. Carrier makes no express or implied representations as to the suitability of any such service providers or their facilities, does not guarantee their performance, and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury, death, expense or delay in connection with such services. Guests agree to use all such services at their sole risk. The Guest agrees to indemnify Carrier in the event Carrier elects to pay the cost of all emergency medical care, including transportation connected therewith.

8.2 EXCLUDED LOSSES

The Carrier is not liable for death, injury (including mental anguish), illness, damage, delay, nonperformance or other loss to person or property of any kind caused by act of God, war, civil commotions, insurrection, riots, government restraint, political disturbance, governmental interference, terrorism, piracy or other criminal activities, requisitioning of the Yacht, strikes, lockouts or labor trouble, explosion, fire, collision, stranding, foundering, breakdown or damage to the Yacht or its hull, machinery or fittings howsoever caused, inability to secure supplies or fuel, perils of the sea, tidal conditions, congestion in ports, docking or anchoring difficulties, thefts or any other cause or act beyond the Carrier's reasonable control or not occasioned by the Carrier's negligence. The Guest agrees that any/all such risks are contemplated as forming part of the proposed voyage and this Contract. Carrier shall in no event be liable to the Guest in respect of occurrences taking place off the Yacht or property or launches owned or operated by Carrier. The Yacht's Master may, in his sole discretion, proceed with or without pilots, assist other mariners or Yachts, or take any other action he in his sole discretion deems necessary or appropriate for the safety of the Yacht or any persons on board, or to assist in any emergency, including but not limited to changes in itineraries or routes. In such event, Guest agrees such actions form part of the agreed conditions of this Contract and Carrier shall have no liability to Guest whatsoever for a refund or otherwise. If you use the Yacht's athletic or recreational equipment or take part in organized activities, whether on the Yacht or as part of a shore excursion, you hereby agree to assume the risks of injury, death, illness or other loss, for which the Carrier is not responsible.

8.3 BAGGAGE AND PERSONAL EFFECTS

You may take a reasonable amount of luggage on board containing clothing, toilet articles and personal effects not weighing more than a total of 200 pounds per person. You must comply with any regulations, tariffs, terms or conditions of any airline or other transportation provider which may include a lower weight limit for baggage. You may not take on board firearms, controlled or prohibited substances or inflammable or hazardous items, or any items prohibited by local, state or national law. The Yacht's officers and crew have the right to enter and search your stateroom, baggage or person for any hazardous, controlled or prohibited substances or items. You agree that the carrier's liability for loss or damage to baggage or personal property is limited under all circumstances to U.S. \$250.00 per Guest unless at least 3 weeks prior to embarkation the Guest declares in writing a higher value (in which event the higher value so declared up to a maximum of \$2,500.00 shall be the limit of the Carrier's liability), and the Guest pays to the Carrier at least three weeks in advance of embarkation the full cost of insurance for such declared values. In such event, Carrier's liability shall be fully discharged by the procurement of insurance that is subject to any applicable terms, conditions, exclusions and deductible. The Carrier does not undertake to carry as baggage any money, valuables, precious stones, gold, silver or any other similar articles. You should arrange to have them shipped to your destination by other means. Carrier shall not be liable whatsoever, for negligence or otherwise, for any loss or damage to such items, or cash, negotiable instruments, documents, jewelry, computers, electronics, tools of the trade or product samples, dental or optical items of any kind, medications, sports equipment or cameras, whether kept in the cabin, in the Guest's baggage, in the Yacht's safe or security boxes or otherwise; or for loss or damage to property or baggage while not in the possession of Carrier on board the Yacht; or for damage due to wear, tear or normal usage. Items stored in the Yacht's safety deposit boxes are subject to the same limitations as set forth above. Under no circumstance will the Carrier be responsible for loss or damage to any item placed in the security boxes unless the identity of the valuables and their value have been declared in writing by the Guest. Any claim arising from damage or loss to baggage or property is subject to proof by the Guest of the actual cash value of the item(s) in question, up to the limits as set forth above.

8.4 LIABILITY LIMITATIONS

Voyages which embark, disembark or call at any United States port shall be subject to all restrictions, exemptions from, and limitations of liability provided in, or authorized by the laws of the United States, including but not limited to, Title 46 of the United States Code Sections §§ 30501 through 30509, and 30511.

On voyages which are booked by a Guest in a European Union member state, or which embark or disembark in a port located in a European Union member state, the Carrier shall be entitled to the benefit of any and all restrictions, exemptions, immunities, and limitations of liability set forth in European Union Regulation 392/2009 on the liability of carriers to passengers in the event of accidents ("EU Regulation 392/2009"). EU Regulation 392/2009 limits Carrier's liability as follows: (A) for death or personal injury of a passenger caused by a "Shipping Accident", a passenger has a right to compensation from Carrier of up to 250,000 SDR (as of October, 2017 approximately U.S.D. \$345,550) in any event, with the exception of circumstances beyond the Carrier's control (i.e. Act of

War, Natural Disaster, Act of a Third Party); however compensation paid by the Carrier can go up to 400,000 SDR (as of June, 2017 approximately U.S.D. \$552,900) unless Carrier proves that the incident occurred without its fault or neglect; (B) for death or personal injury of a passenger caused by a non "Shipping Incident", a passenger has a right to compensation from Carrier of up to 400,000 SDR (as of June, 2017 approximately U.S.D. \$552,900), if the passenger proves that the incident was the result of Carrier's fault or neglect; (C) for a passenger's luggage or other property, a passenger has a right to compensation from Carrier of up to 2250 SDR (as of June, 2017 approximately U.S.D. \$3,100) per passenger; and (D) the Carrier's insurance provider will not under any circumstances be liable for sums in excess of 250,000 SDR (as of June, 2017 approximately U.S.D. \$345,550) in respect of death and/or personal injury; there are limited circumstances in which the Carrier's insurance provider is not required to make a payment. The value of the SDR fluctuates depending on daily exchange rate which can be found in the Wall Street Journal and on the internet at [/external/np/fin/data/rms_sdrv.aspx](https://www.imf.org/external/np/fin/data/rms_sdrv.aspx). The term "Shipping Incident" is defined in EU Regulation 392/2009 as follows: "Shipping Incident" for the purposes of this regulation include: shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship or defect in the ship.

On voyages which do not embark, disembark or call at any United States port and do not embark or disembark at any European Union Member state port or are otherwise encompassed by the two preceding paragraphs, the Carrier shall be entitled to the benefit of any and all restrictions, exemptions, immunities, and limitations of liability set forth in the "Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974", as well as the "Protocol to the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976" ("Athens Convention") which limits Carrier's liability for death or personal injury of a passenger to no more than 46,666 Special Drawing Rights ("SDR") and limits the Carrier's liability for a passenger's luggage or other property to 833 SDR per passenger. As of June 2017 the value of 46,666 SDR was approximately U.S.D. \$64,500 and the value of 833 SDR was approximately U.S.D. \$1,150. The value of the SDR fluctuates depending on daily exchange rate which can be found in the Wall Street Journal and on the internet at https://www.imf.org/external/np/fin/data/rms_sdrv.aspx

8.5 LIMITATIONS OF CERTAIN DAMAGES

The Carrier hereby disclaims all liability to the Guest for damages for emotional distress, mental anguish or psychological injury of any kind under any circumstances, unless such damages were either the result of a physical injury to the Guest, the result of that Guest having been at actual risk of physical injury, or such damages were intentionally inflicted by the Carrier.

9. TIME LIMITS FOR CLAIMS/LAWSUITS

THE CARRIER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE CARRIER AT THE ADDRESS SHOWN BELOW WITHIN 185 DAYS AFTER THE DATE OF INJURY, ILLNESS OR DEATH GIVING RISE TO THE CLAIM. A SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN TWO YEARS FROM THE DATE OF DISEMBARKATION OF THE GUEST. A SUIT TO RECOVER ON DEATH OCCURRING DURING CARRIAGE SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN TWO YEARS FROM THE DATE

WHEN THE GUEST SHOULD HAVE DISEMBARKED. A SUIT TO RECOVER ON PERSONAL INJURY DURING CARRIAGE AND RESULTING IN THE DEATH OF THE GUEST SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN TWO YEARS FROM THE DATE OF DEATH, PROVIDED THAT THIS PERIOD SHALL NOT EXCEED THREE YEARS FROM THE DATE OF DISEMBARKATION. THE CARRIER SHALL NOT BE LIABLE FOR ANY OTHER CLAIMS WHATSOEVER UNLESS WRITTEN NOTICE OF THE CLAIM WITH FULL PARTICULARS IS DELIVERED TO THE CARRIER AT THE ADDRESS SHOWN BELOW WITHIN FIFTEEN (15) DAYS AFTER DISEMBARKATION IN CASE OF DAMAGE TO LUGGAGE WHICH IS NOT APPARENT OR LOST LUGGAGE. IN THE CASE OF APPARENT DAMAGE TO CABIN LUGGAGE THE GUEST SHALL PROVIDE NOTICE BEFORE OR AT THE TIME OF DISEMBARKATION, AND FOR ALL OTHER LUGGAGE BEFORE OR AT THE TIME OF ITS RE-DELIVERY. NO SUIT ON ANY CLAIM WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE, SHALL BE MAINTAINABLE IN ANY EVENT UNLESS FILED WITHIN SIX (6) MONTHS AFTER THE GUEST SHALL BE LANDED FROM THE YACHT OR IN THE CASE THE VOYAGE IS ABANDONED WITHIN SIX (6) MONTHS THEREAFTER AND UNLESS PROPERLY SERVED WITHIN 120 DAYS AFTER FILING. ALL NOTICES REQUIRED HEREUNDER MUST BE DELIVERED TO CARRIER IN WRITING AT: SeaDream Yacht Club Limited (Bahamas), c/o SeaDream Yacht Club Ltd (NUF), Pustutveien 18, 1396 Billingstad, NORWAY.

10. GOVERNING LAW, VENUE AND ARBITRATION

THIS PASSAGE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NORWEGIAN LAW, EXCEPT FOR NORWEGIAN CHOICE OF LAW PRINCIPLES. IF THERE IS CONFLICT BETWEEN NORWEGIAN LAW AND A PROVISION OF THIS PASSAGE CONTRACT, THE CONTRACT PREVAILS.

ANY CLAIM FOR EMOTIONAL OR BODILY INJURY, ILLNESS TO OR DEATH ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT MUST BE BROUGHT AT THE ASKER AND BAERUM DISTRICT COURT, NORWAY, TO THE EXCLUSION OF ANY OTHER COURT.

SMALL CLAIMS FOR DAMAGES LESS THAN NOK 125 000 (as of June 2017, approximately U.S.D. \$14,700) PURSUANT TO THE NORWEGIAN DISPUTE RESOLUTION ACT (LOV 17. JUNI 2005 OM MEKLING OG RETTERGANG I SIVILE TVISTER) CHAPTER 10, THAT ARE NOT SUBJECT TO 10(B) ABOVE, MUST BE BROUGHT AT THE ASKER AND BAERUM DISTRICT COURT, TO THE EXCLUSION OF ANY OTHER COURT OR FORUM.

ARBITRATION IN OSLO, NORWAY, OF ALL OTHER CLAIMS: All claims not subject to 10(B) or (C) above, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958) and the Norwegian Arbitration Act (Lov 14. mai 2004 om voldgift), excluding section 11, in Oslo, Norway, to the exclusion of any other forum. If this arbitration clause, due to this passage contract becoming subject to mandatory legislation in any jurisdiction or for any other reason, is deemed not to be binding on a claim brought by the Guest and the Guest rejects arbitration pursuant to this clause, the claim must be brought at the Asker and Baerum District Court, Norway.

UNDER NO CIRCUMSTANCE WILL THE GUEST OR CARRIER HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE NORWEGIAN ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention. Carrier and the Guest 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.

THIS PASSAGE CONTRACT APPLIES TO CLAIMS, SUITS AND LITIGATION OF ANY KIND, WHETHER AGAINST THE CARRIER "IN PERSONAM" OR THE YACHT "IN REM", OR OTHERWISE.

11. WAIVER OF CLASS ACTION AND ARREST

THIS PASSAGE CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

IF YOUR CLAIM IS SUBJECT TO ARBITRATION UNDER SECTION 10(D) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10(D) 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.

GUEST HEREBY WAIVES ANY RIGHT TO ARREST ANY OF CARRIER'S YACHTS PURSUANT TO ANY IN REM ACTIONS OR OTHERWISE DETAIN ANY OF CARRIER'S YACHTS IN ANY JURISDICTION.

12. INTERPRETATION OF CONTRACT, OTHER LAWS

There are no oral or implied agreements between you and the Carrier and this contract can only be modified in writing and signed by the Carrier. Any portion or provision of this contract which is deemed invalid, illegal or unenforceable shall be ineffective only to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions of the Contract which shall remain in full force and effect.

13. WARRANTIES AND CONSEQUENTIAL DAMAGES

All warranties, including warranties of fitness for use and merchantability, are expressly excluded from this agreement. The Carrier shall not be responsible for consequential damages to any Guest under any circumstances. All travel involves certain risks and no warranty of safe passage is made or inferred hereunder.

14. GUEST SAFETY

The Guest admits a full understanding of the character of the Yacht and assumes all risks incident to travel and transportation and handling of Guest and cargo. The Yacht may or may not carry a physician or other medical personnel at the election of the Carrier. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available to the satisfaction of the Guest or may be significantly delayed. Carrier's Yachts visit numerous ports in a number of countries and Carrier reserves the right to alter or cancel itineraries, with or without notice for any reason, including but not limited to in the interests of security and safety. Guests must assume responsibility for their own safety and Carrier cannot guarantee Guest's safety while on or off the Yacht. The Guest should consult governmental and tourist organizations that regularly issues advisories and warnings to travelers and Carrier strongly recommends Guests obtain and consider such information when making travel decisions. Guests also should consult all appropriate governmental agencies and authorities to determine if any vaccines or special medical provisions or recommendations apply to the regions Guests anticipate visiting. Carrier assumes no responsibility for gathering such information.

15. SPORTS & RECREATIONAL ACTIVITIES AND EQUIPMENT

In consideration of your payment of the voyage fare, Guest may have the option, subject to local weather conditions as well as the laws and regulations of each port of call, to utilize Carrier's furnished equipment and to participate in various sports and recreational activities off, under, around, about and in the environs of the Yacht and all locations visited during the voyage. These activities include but are not limited to cycling, kayaking, sailing, jet-skiing, water skiing, snorkeling, swimming and operating Personal Water Craft (PWC's) (collectively "sports activities"). Guest acknowledges that: (A) there are risks and dangers involved with his or her participation in sports activities, and in particular the use of jet-skis or personal watercraft is a dangerous activity that can result in serious injury or death; (B) Carrier can in no way guarantee the safety or welfare of Guest in any sports activities and Carrier is merely providing sport equipment and sport instruction to enhance Guest's enjoyment; (C) Guest shall knowingly and voluntarily assume the risk of and shall indemnify Carrier against any claims made by or on his or her behalf as a result of using Carrier's equipment and participating in sports activities; (D) Guest shall acquire the training necessary to participate in sports activities and shall follow the rules and procedures maintained by Carrier; and (E) Carrier shall accept no responsibility for Guest's failure to abide by the Yacht's rules and restrictions, governmental rules, regulations and restrictions concerning sports activities.

16. FIRE SAFETY AND SMOKING POLICY

Smoking is permitted only in designated outdoor areas. Smoking is strictly prohibited in all non-designated areas, including staterooms and enclosed public spaces aboard SeaDream I and SeaDream II.

To ensure the safety of all Guests and crew, electrical devices that present a fire hazard - such as personal irons - are not allowed. All chargers must be unplugged when not in use, and the use of candles or open flames onboard is strictly prohibited.