

Sales Agreement

This agreement (hereinafter referred to as "this Agreement") is hereby entered into between the following Parties:

Article 1 (Parties to the agreement)

Party A (Seller)

Name: Hankyu Travel International Co., Ltd.

Address: Herbis Osaka, 2-5-25 Umeda, Kita-ku, Osaka

Representative: Tetsuo Nakayama, Director, Executive Officer Inbound Sales Headquarters
(hereinafter referred to as "Party A")

Party B (Buyer)

Name: [Name of travel agency]

Location: [Address]

Representative: [Name]

(hereinafter referred to as "Party B")

Article 2 (Purpose)

The purpose of this Agreement is for Party B to purchase a travel product (hereinafter referred to as the "Cruise Product") related to a cruise ship operated by Compagnie du Ponant (hereinafter referred to as "Ponant") chartered by Party A and resell it to customers of Party B.

Article 3 (Subject of agreement)

This Agreement is concluded between Party A and Party B, and Party A shall sell to Party B the Cruise Product chartered by Ponant.

Furthermore, Ponant shall be responsible for the operation of the cruise, the management of the ship, and ensuring the safety of passengers, and Party A shall not be held responsible within that scope.

Party B shall provide passengers with appropriate information and conduct sales activities based on the sales terms and conditions and standard information form provided by Party A.

Party B may not transfer this Agreement in whole or in part to a third party.

Article 4 (Governing law and dispute resolution)

1. This Agreement shall be governed by the laws of Japan.
2. Any dispute, controversy, or difference of opinion that may arise out of or in connection with this Agreement shall be ultimately settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The place of arbitration shall

be Tokyo, Japan.

Article 5 (Compliance with laws and regulations)

Party B shall comply with the Travel Agency Act and other relevant laws and regulations of the country in which Party B is located in relation to the sale of the Cruise Product and dealings with passengers. With regard to any matters not specified in this Agreement or any matters that contradict or conflict with this Agreement, Party B shall deal with such matters under its own responsibility and at its own expense in accordance with the relevant laws and regulations.

Article 6 (Sales target)

1. The cruise covered by this Agreement is as follows; however, this shall not apply if the date, port of departure/arrival, or vessel used is changed due to circumstances such as the ship company, ocean, or weather.
 - Ship name: Le Jacques Cartier
 - Departure dates: ① March 13, 2027; ② March 25, 2027; ③ April 6, 2027
 - Route: ① Departing from Kobe Port → Arriving at Yokohama Port; ② Departing from Yokohama Port → Arriving at Kobe Port; ③ Departing from Kobe Port → Arriving at Kumamoto Port
 - Cabin types: Listed separately
2. Party B shall sell the Cruise Product under its own name and responsibility, and shall not sell it as an agent of Party A or Ponant.
3. When selling the Cruise Product, Party B must obtain permission from Party A if it wishes to use Party A's website, productions, logos, images, etc.

Article 7 (Finalization of travel agreement)

This Agreement shall be finalized when Party B agrees to the sales agreement and sales terms and conditions specified by Party A, the traveller communicates their intention to apply to the travel agency, and Party B deposits 25% of the travel fee/sales price as an application fee into the account designated by Hankyu Travel International within ten (10) days of Party A contacting Party B about whether or not an available cabin can be arranged.

Article 8 (Travel fee/sales price and payment terms)

1. The Cruise Product's travel fee/sales price shall be based on the attached Fee Schedule.
2. The travel fee/sales price includes the cruise fare, port fees, onboard service charges included in the cruise fare, fuel surcharges, etc.; taxes imposed in the traveller's or travel agency's country, sightseeing, transportation, and meal expenses arranged at the request of the traveller or travel agency before or after boarding, airfare, local transportation costs, personal expenses, etc. are not included. Details are as set forth in the attached Fee Schedule.

3. Items included in the travel fee/sales price

- Cruise fare (accommodations, meals, basic services)
- Port fees and fuel surcharges

*If there is a significant increase after the agreement is finalized, additional charges may be collected

- Designated sightseeing in ports of call (if included)
- Naturalist staff guides at ports of call

4. Items not included in the travel fee/sales price

Gratuities for crew members

- Special dietary requests
- International and domestic airfare, airport taxes or usage fees, etc.
- Transportation costs between the traveller's home or other point of departure and the cruise embarkation or disembarkation point
- Visas and vaccinations required for travel
- Overseas travel insurance
- Taxes imposed by the traveller's or travel agency's country
- Expenses for sightseeing, transportation, and meals arranged by the travel agency or Party A at the request of the traveller or travel agency before or after boarding
- Personal expenses (drinks, laundry, etc. not included in onboard services) and service charges for personal expenses

5. Party B shall pay Party A the price for the sale of the Cruise Product according to the following schedule:

- When the travel agreement is finalized: 25% of the travel fee/sales price for two travellers sharing one room
- 90 days before departure: Remaining amount or full amount

6. Party B shall collect the fee from the passenger in response to the application based on the travel fee/sales price presented by Party A and transfer the payment in one lump sum to the account designated by Party A by the due date specified by Party A. Bank transfer fees shall be borne by Party B.

7. If Party B fails to pay the travel fee/sales price by the payment due date, or if Party A is unable to confirm that the payment has been received into the account designated by Party A, Party A shall have the right to terminate the agreement and charge a cancellation fee.

8. All amounts pursuant to this Agreement shall be stated and paid in [Currency: JPY (Japanese Yen)].

9. Party B shall be responsible for all taxes, value added taxes, etc. applicable in its own country and in the country to be paid by the passenger.

Article 9 (Cancellations/changes)

1. Cancellation fees are as follows:
 - (a) Travel fee/sales price
 - Within 15 days of the date of finalization of the travel agreement: Free cancellation
 - From 16 days after the finalization of the travel agreement to 365 days before the cruise departure date: 25,000 JPY per person per cruise
 - From 364 days to 211 days before the cruise departure date: 10% of the travel fee/sales price
 - From 210 days to 91 days before the cruise departure date: 25% of the travel fee/sales price
 - 91 days or fewer before the cruise departure date: 100% of the travel fee/sales price
 - (b) Fees for other services
 - Contractual group services or private/on-demand services
 - Within 15 days of the confirmation date: No cancellation fee
 - From 15 days to 211 days before the cruise departure date: 10% of the total service amount
 - From 210 days to 91 days before the cruise departure date: 25% of the total service amount
 - 91 days or fewer before the cruise departure date: 100% of the total service amount
2. The possibility of changes and fees will be determined in accordance with the regulations of Party A and Ponant.

Article 10 (Itinerary changes and alternative measures)

1. Party B acknowledges that the travel services, including the travel schedule, ports of call, accommodations, and transportation, as stated in the agreement document, may be subject to change without notice due to weather, port conditions, Ponant's judgment, government regulations, or other reasons.
2. Refunds and compensation for passengers who suffer inconvenience due to itinerary changes shall be handled in accordance with Ponant's operating regulations.

Article 11 (Insurance and liability sharing)

1. Party A is in the position of selling Cruise Products chartered by Ponant, and Ponant shall be responsible for the operation of the cruise, management of the ship, ensuring the safety of passengers, etc.
2. Ponant has taken out the necessary insurance, such as hull insurance, passenger accident insurance, and liability insurance.
3. Party A and Party B shall be mutually exempt from liability for damages caused by natural disasters, war, epidemics, government regulations, or other force majeure.

Article 12 (Activities of naturalist guides)

1. On this cruise, naturalist guides dispatched by Ponant will be on board to conduct nature

observations at ports of call, give lectures on environmental conservation, and assist with disembarking by Zodiac boat.

2. Naturalist guides have specialized knowledge in geology, marine biology, ethnology, etc. and aim to provide passengers with an educational and safe experience.
3. Unlike sightseeing guides, tours by naturalist guides focus on explaining the natural environment and cultural background, and may not include detailed historical information about the tourist destination.
4. Ponant shall be responsible for the activities of the naturalist guides, and Party A and Party B shall not be held responsible for the content of their activities.

Article 13 (Protection of personal information)

1. Party A shall use the passenger's personal information, such as name, address, telephone number, email address, and passport information, obtained from Party B when applying for a trip, only for the purposes of travel arrangements, communication, insurance enrolment, emergency response, and compliance with laws and regulations.
2. Party A shall properly manage the personal information obtained from Party B, strive to prevent its leakage, loss, tampering, etc., and comply with the Act on the Protection of Personal Information and other related laws and regulations.
3. Party A shall not provide personal information to third parties without the passenger's prior consent, except as required by law. However, provision of information to Ponant, insurance companies, local travel arrangement companies, etc. shall be limited to the extent necessary for the execution of the trip, and shall be done under appropriate management.
4. Passengers may request the disclosure, correction, or suspension of use of their personal information, and Party A shall respond promptly within a reasonable scope.

Article 14 (Confidentiality of the sales agreement and sales terms and conditions)

Party B is obligated to maintain confidentiality regarding the sales agreement and sales terms and conditions concluded between Party A and Party B. Party B shall not disclose the sales agreement and sales terms and conditions to any third party without Party A's permission.

Article 15 (Handling of complaints and accidents)

1. Party B is obligated to promptly report to Party A any complaints from passengers or accidents that occur during the trip.
2. Party A shall verify the facts of any reported complaints or accidents and take any necessary action, and notify Party B of its response policy. Any response shall be within the scope of Ponant's operating regulations.
3. Party B cannot provide compensation, refunds, apologies, etc. to passengers at its own discretion,

and shall act in accordance with Party A's instructions. Party A shall not be liable for any damages arising from Party B's own response.

4. If Party A determines that a complaint or accident is serious, Party A shall work with Ponant and the relevant authorities to conduct the necessary investigation and take the necessary measures.

Article 16 (Carriage agreement)

The carriage agreement for this cruise shall be finalized between Ponant and the passenger. By boarding the ship, passengers agree to abide by Ponant's terms and conditions of carriage.

Article 17 (Agreement period and termination)

1. The period of validity of this Agreement is from the date of finalization of the travel agreement until the return date of the cruise. However, if there is sightseeing, transportation, meals, etc. arranged separately by the travel agency or Party A at the request of the traveller or travel agency before or after boarding, this period shall be included.
2. This Agreement may be terminated by mutual written agreement.

Article 18 (Date and time standards)

All dates, days, and times are based on Japan Standard Time (JST). When a traveller or travel agency communicates their intention to Party B, regardless of the means used, the communication will become effective when Party B confirms it during Party B's business hours (Monday to Friday, 9:30 am to 6:00 pm; closed on Saturdays, Sundays, Japanese national holidays, and times outside these business hours).

Article 19 (Language)

This Agreement is executed in English only. Any versions in other languages are for convenience and reference purposes only and shall not be construed as having any contractual or legal effect.

To certify the finalization of this Agreement, two copies of this document shall be prepared, and Party A and Party B will sign and seal them and keep one (1) copy each. However, if this Agreement is concluded electronically, an electronic agreement file shall be created, and electronic signatures or digital signatures shall be used to certify the finalization of this Agreement. In such case, the electronic agreement file, which is electronic data, shall be the original, and documents printed from this file shall be the copies.

Party A (Seller)

Hankyu Travel International Co., Ltd.

Signature: _____

Date: _____

Party B (Buyer)

[Name of travel agency]

Signature: _____

Date: _____