

## SERVICES TO BE PERFORMED

### ART. 1: SERVICES TO BE PERFORMED

SPLIT TRAVEL provides agreed upon ground services and hotel services for the client. Ground services constitute tourist services planned, organized and executed by SPLIT TRAVEL or by SPLIT TRAVEL contracted third party service providers with their facilities, vehicles and staff, exclusive of hotel services. Hotel services are not ground services and their terms and conditions are defined by the hotel.

### ART. 2: RATES

Rates are calculated in good faith and quotations are valid for the services requested. Rates are based on the requested number of participants and given dates. The rates are based on current exchange rate and local taxes effective on the date the price quotation is created. The quoted prices are subject to adjustment in case of governmental legislation changes such as increase in VAT or other taxes.

### ART. 3: CONFIRMATION

A program is considered confirmed once the service agreement is signed by both agreeing parties and the first deposit is received by SPLIT TRAVEL.

Final program details must be confirmed 21 days prior to group's arrival. Any additional services confirmed after that date will be subject to availability and market terms on the date requested and will be billed separately. Deviation from this may affect the quality of rendered services.

The final numbers of participants and all food and beverage services (+/- 5%) must be made available to SPLIT TRAVEL a minimum of 7 working days prior to the event and final numbers 48 hours prior to group arrival.

Any additional arrangement /agreements which the parties confirm via email after the signing of the Service Agreement shall form part of the binding agreement.

### ART. 4 PAYMENT CONDITIONS

The payment schedule and deposits are according to SPLIT TRAVEL's itemized quotations in contract documentation. SPLIT TRAVEL reserves the right to cancel or withhold any service for which deposits were not received on the dates due, or have not been fully prepaid in accordance with the payment schedule.

The client and SPLIT TRAVEL agree on the following payment schedule:

For ground services:

DEPOSIT #1: 25% of the total amount to be paid by the client upon group confirmation

DEPOSIT #2: 25 % of the total amount to be paid by the client 60 days prior to group's arrival

DEPOSIT #3: 50 % of the total amount to be paid by the client 21 days prior to group's arrival

NOTE: Special terms may apply to programs confirmed on shorter notice. All additional services contracted during the execution of the group must be paid for prior to the group departure and a financial guarantee must be given upon arrival (credit card preauthorization or other form of guarantee) unless otherwise agreed upon in writing.

For all hotel services:

As per hotel contracting conditions

All invoices are due and payable in quoted currency by bank transfer, inclusive of all bank charges. The program invoice is payable within the stipulated payment schedule. All unpaid balances will automatically incur 15% interest per annum, effective from the date the invoice is due.

A copy of the bank transfer documents (MTI 103 form) are to be sent to SPLIT TRAVEL on the day payment is initiated.

For all bank transactions one of the following accounts applies:

Bank: SOCIETE GENERALE – SPLITSKA BANKA d.d.

Bank address: R. BOŠKOVIĆA 16

Zip code & city: 21 000 SPLIT

Country: CROATIA

IBAN: HR14 2330 0031 15925915 8 EUR

SWIFT/BIC: SOGEHR22

Payment will be made to the Bank specified on the Invoice.

ART. 5 CANCELLATION CONDITIONS

SPLIT TRAVEL must be notified of all cancellations in writing. All deposits paid or due to SPLIT TRAVEL up to the moment of cancellation, will become forfeit unless otherwise agreed upon for covering cancellation charges towards third party suppliers as per their contracting conditions. Deposits not paid on the contracted date remain due to SPLIT TRAVEL regardless of cancellation.

The client and SPLIT TRAVEL agree on the following cancellation terms:

For ground services:

The client and SPLIT TRAVEL agree that if full cancellation occurs the following cancellation policy must apply:

If cancellation of the group occurs more than 60 days prior to arrival date: the 1st deposit is refundable less SPLIT TRAVEL costs and non-refundable deposits to third party suppliers.

If cancellation of the group occurs less than 60 days prior to arrival date: the 1st deposit is non-refundable

If cancellation of the group occurs less than 30 days prior to the arrival date: the 2nd deposit is not-refundable

If cancellation of the whole group occurs less than 21 days prior to the arrival date: the 3rd deposit is not-refundable

Please note the following services will incur fees even if cancelled 60 days prior to group's arrival: venue rentals, all privatizations, catering costs, boat rentals and boat transfers. Additional cancellations fees may apply for programs confirmed on shorter notice.

Partial cancellations and reduction of participant numbers will not incur cancellation penalties if the reduction does not increase individual rates or is not contrary to cancellation policies of third party suppliers.

For hotel services:

As per hotel contracting conditions

#### ART. 6: COSTS MADE IN THE DESTINATION

The client and SPLIT TRAVEL agree that all extra costs will be paid immediately in the destination unless otherwise agreed upon in writing. All additional requested services will require the signature of an authorized representative appointed by the client, and a credit card guarantee will be taken by the hotel and by SPLIT TRAVEL. The client will be held responsible as joint debtor for all claims and extra services (such as telephone calls, mini bar, laundry, service, restaurant bills, etc.) incurred by his guests, on the basis of the contract, even if "self-payment by the guest" has been stipulated.

#### ART. 7: COMPLAINTS

SPLIT TRAVL must be made aware of any and all complaints immediately on site. SPLIT TRAVEL will try to rectify the problem in real time to the client's satisfaction. If this is not possible, all complaints must be submitted to SPLIT TRAVEL in writing prior to the client's departure from Croatia. Each claim will be examined and forwarded to the suppliers for approval, after which SPLIT TRAVEL will try to rectify the problem as soon as possible and to the best of its abilities.

#### ART.8: REFUNDS

During the operation of the program, the value of wholly or partially unused services for rooms, meals, transportation or any other service, will not be refunded unless, SPLIT TRAVEL recovers the costs involved. Prorated cost refunds cannot be made in connection with motor coaches, guides, couriers, admission fees or similar minor items, or in connection with performing arts, venues, or other special-event tickets. If there is any problem or defect with the technical equipment provided by SPLIT TRAVEL, SPLIT TRAVEL will remedy the situation immediately. In case of gross insufficiencies, the client has the right to possible refunds.

In case of complaints, the amount of the refund will be based on the real damage incurred within a provided service.

#### ART. 9: CONFIDENTIALITY

Contracting parties agree that information pertaining to the program contained here within will be held as confidential and will not be released to third parties without the direct and written consent of the affected party.

#### ART. 10: MANAGEMENT FEE

A SPLIT TRAVEL Management Fee will be included in the program costing and will depend on the details of the program offered. This fee covers SPLIT TRAVEL's permanent staff and resources dedicated to the production of your program from the time of the confirmation through its realization. It includes a dedicated project manager, your main contact within our organization, sometimes complimented by a team of assistants, operational staff, specialists and/or senior leadership managers depending on the demands of the program.

#### ART. 11: INSPECTION TRIPS

Upon confirmation of the group, as per the terms in Art 3, SPLIT TRAVEL will provide the following site inspection services (for 2 persons and 2 nights maximum): complimentary local car transfers, one complimentary meal with SPLIT TRAVEL management and other program related complementary venue inspections. SPLIT TRAVEL will negotiate the best rates for services requested through SPLIT TRAVEL from third party service providers and hotels in order to keep inspection costs as low as possible. SPLIT TRAVEL reserves the right to invoice out of pocket expenses for items of a personal nature, extra meals, intercity and interstate transfers etc. In the event of group cancellation, the client will be invoiced at cost for complimentary services provided during inspection.

#### ART. 12: GRATUITIES

Gratuities are not included in SPLIT TRAVEL rates and are at the client's discretion. They are, however customary, ranging from 5%-10% of total services. SPLIT TRAVEL can manage your gratuities.

#### ART. 13: DISPUTES

Contracting parties agree that any dispute or disagreement resulting out of or in connection with the services provided by SPLIT TRAVEL will be settled through mediation. If an agreement between SPLIT TRAVEL and the client cannot be reached through negotiations the dispute will be settled at the Commercial Court of Split.