

Preamble

ICO is a tour operator with a registered office at Arnulfstraße 31, Munich 80636, that acts as a representative for the US companies Carnival Cruise Line and Princess Cruises in Scandinavia and markets all cruises booked in Scandinavia for these shipping companies. ICO also uses travel agencies as a sales channel in this regard. The following agreement bindingly governs the collaboration between travel agencies and ICO. *refers to all gender-specific titles.

Sales agreement between

1. Inter-Connect GmbH, represented by its managing director with sole power of attorney Lothar Krins, Arnulfstr. 31, 80636 Munich, Commercial register: Munich, Commercial register number: 90362, VAT ID: DE129386113

- hereinafter referred to as **ICO** and

2. Company name:	
Street:	
Post code/town:	
Country:	
Owner/managing director:	
Telephone:	
Email:	
Website:	
Legal form:	
Commercial register number:	
Commercial register:	
VAT ID:	

hereinafter referred to as the **TA***

ICO permits the TA* to mediate cruises offered by ICO to its customers.

Section 1: Contractual object

ICO permits the mediation of cruises offered by ICO and additional services such as flights, hotels, transfers, car rentals, insurance policies etc., subject to the conditions stipulated by ICO in each case, whereby the travel contract is concluded between the traveller and ICO as the tour operator. TA* shall ensure that its qualified employees provide travellers with expert and proper advice.

Section 2: Duties of the TA*

1. The agency must fulfil the requirements of the existed service contract concluded with the traveller for cruises offered by ICO with due diligence and care. The TA* must check whether there are any viable reasons to refuse the booking application (inability to pay, no fixed domicile, etc.) with the utmost care prior to accepting a booking application from the traveller.

2. The TA* shall mediate the travel services currently offered by ICO and do so solely in careful compliance with the law, in particular the German package travel law, this sales agreement, and in consideration of the ICO Terms and Conditions valid at the time of the booking that apply to the package travel contract.

The TA* must ensure that the duties defined in the ICO Terms and Conditions that are applicable to the package travel contract are observed, in particular the duties of the TA* towards the traveller and ICO within the scope of the booking process.

When booking ICO cruises, the TA* must inform the traveller that the ICO Terms and Conditions valid at the time of the booking form a key component of the package travel contract. The traveller must be provided with a copy thereof and the TA must ensure that the travel terms are included in the package travel contract. The TA* hereby confirms that it has taken note of the ICO Terms and Conditions valid at the time of booking for the respective shipping carriers, which can be found at the following links:

www.carnivalcruiseline.dk/en/terms-conditions-dk-en, www.carnivalcruiseline.fi/en/terms-conditions-fi-en, www.carnivalcruiseline.is/en/terms-conditions-is-en, www.carnivalcruiseline.no/en/terms-conditions-no-en, www.carnivalcruiseline.se/en/terms-conditions-se-en, www.princess-cruises.dk/da/almindelige-forretningsbetingelser, www.princesscruises.fi/fi/yleiset-ehdot, www.princesscruises.is/en/terms-conditions-is, www.princesscruises.no/nb/alminnelige-forretningsbetingelser and www.princesscruises.se/sv/allmanna-rese-och-betalningsvillkor.

The TA* must provide the traveller with the currently valid versions of the Terms and Conditions applicable to the package travel contract, which can be found at

www.carnivalcruiseline.dk/en/terms-conditions-dk-en, www.carnivalcruiseline.fi/en/terms-conditions-fi-en, www.carnivalcruiseline.is/en/terms-conditions-is-en, www.carnivalcruiseline.no/en/terms-conditions-no-en, www.carnivalcruiseline.se/en/terms-conditions-se-en, www.princess-cruises.dk/da/almindelige-forretningsbetingelser, www.princesscruises.fi/fi/yleiset-ehdot, www.princesscruises.is/en/terms-conditions-is, www.princesscruises.no/nb/alminnelige-forretningsbetingelser and www.princesscruises.se/sv/allmanna-rese-och-betalningsvillkor.

3. If extra services are booked in addition to the services to be rendered by ICO, the TA* must inform the traveller that these services do not form part of the service package offered by ICO, but have instead been booked directly from the respective service provider.

4. The TA* ensures that it shall only work with qualified experts that are able to provide comprehensive and proper advice on the cruises offered by ICO for the entire contractual term.

5. The TA* must accept any notifications of defects from the traveller as per Section 651 v para. 4 of the German Civil Code and immediately inform ICO of the traveller's details, the content and the time of the notification of defect in an appropriate form.

6. The rights and duties defined in this agreement may only be transferred or relinquished to third parties in full or in part with prior written consent from ICO. Furthermore, the TA* shall only be permitted to collaborate with other TAs* within the scope of this agreement if ICO has granted its prior written consent.

Section 3: Processing

The processing of bookings, payments and remuneration for the TA* shall be carried out in accordance with the respective valid version on the booking date. More information can be found in the "Agents Only" areas at:

www.carnivalcruiseline.dk/en/agents-only/dk-da, www.carnivalcruiseline.fi/en/agents-only/en-fi, www.carnivalcruiseline.is/en/agents-only/en-is, www.carnivalcruiseline.no/en/terms-conditions-no-en, www.carnivalcruiseline.se/en/agents-only/en-se, www.princess-cruises.dk/en/agents-only/agents-only-dk-en, www.princesscruises.fi/en/agents-only/agents-only-fi, www.princesscruises.is/en/agents-only/iceland-overview, www.princesscruises.no/en/agents-only/agents-only-no-en and www.princesscruises.se/en/agents-only/agents-only-se-en.

Section 4: Advertising

1. The TA* must adhere to the currently valid Brand Guidelines for the respective shipping company when promoting cruises offered by ICO. The Brand Guidelines can be found in the "Agents Only" areas www.carnivalcruiseline.dk/en/agents-only/dk-da, www.carnivalcruiseline.fi/en/agents-only/en-fi, www.carnivalcruiseline.is/en/agents-only/en-is, www.carnivalcruiseline.no/en/terms-conditions-no-en, www.carnivalcruiseline.se/en/agents-only/en-se, www.princess-cruises.dk/en/agents-only/agents-only-dk-en, www.princesscruises.fi/en/agents-only/agents-only-fi, www.princesscruises.is/en/agents-only/iceland-overview, www.princesscruises.no/en/agents-only/agents-only-no-en and www.princesscruises.se/en/agents-only/agents-only-se-en. However, the TA* shall not be exclusively obliged to use the currently valid logo. The TA* may only use the images and photographs from the "Agents Only" areas for cruises offered by the respective shipping companies and for advertising purposes for cruises offered by ICO. The TA* is not entitled to grant third-party access to the images and photographs from the "Agents Only" areas or to use these materials for any other purposes.

2. The TA* is only permitted to use the advertising materials for cruises offered by ICO after obtaining prior express consent from ICO.

Section 5: Secured payment certificate, payment by the traveller

Payment via agency:

1. When forwarding the booking confirmation to the Agency, ICO shall at the same time forward proof of the required insurance coverage to the Agency in accordance with Section 651 r) of the German Civil Code (BGB), whereby the said proof must be in conformity with the provisions of Art. 252 of the German Civil Code (BGB) in conjunction with its Appendix 18. The Agency shall check the security certificate for validity.

2. The Agency shall do its best to ensure that the Traveller meets their payment obligations in a timely manner and to send them reminders in good time. ICO shall be immediately informed of any delays in paying (on sending the first reminder).

The provisions of ICO's General Terms and Conditions shall apply with regard to the due date for payment of the travel price. Should the Agency accept a payment from the Traveller, the Agency shall be liable for the same amount as the payment received. The payment risk is thus transferred to the Agency in this respect.

3. Insofar as the Agency accepts the payments of the Traveller, this is done in trust. The Agency hereby expressly declares that it will immediately pass on to ICO the payment received in trust. In this case, the Agency's role is that of a messenger delivering a payment. The payments which the Agency receives in trust shall be collected by ICO by direct debit, less any commission payments owed to the Agency in accordance with § 3 of the contractual annex. The Agency is required to issue authorisation to ICO for the direct debiting process. The Agency shall be liable towards ICO for the payments that the Agency receives from travellers for the booked trip.

4. In the case of payment by credit card, the Agency is required to obtain signed confirmation from the Traveller that the booked trip will be paid using the credit card stipulated by the Traveller (including when booking). This written confirmation must be retained in safekeeping by the Agency. Should the payment by credit card not in fact go through or, for example, be subject to a chargeback due to an objection on the part of the cardholder, ICO shall at all events be entitled to take recourse against the Agency to the amount of the payment default should the Agency have culpably violated the terms of the card-issuing institutions. In this regard, the Agency shall exempt ICO from a payment risk. The Agency is obliged to comply with the special duty of care in the so-called "mail-order procedure".

5. Credit balances of the Agency from credit notes, wrong bookings, etc. shall be charged or refunded immediately.

6. ICO shall charge a handling fee of DKK 200, EUR 25, USD 100, NOK 250, SEK 200 (plus 19% VAT) per return debit note / returned cheque.

Alternatively the payment can be done by direct collection:

All payments from the traveller can be made directly to ICO (direct collection). ICO shall directly send confirmation and the secured payment certificate as per Section 651 r) of the German Civil Code to the customer. The TA* shall receive a copy thereof by email.

For both payment methods:

There are no charges for credit card payments by travellers (MasterCard, Visa). Payments with American Express or company credit cards shall incur an additional processing fee of 1% of the total trip price in addition to the listed trip price. The credit card shall be charged on the date payment is due specified in the invoice.

This fee shall not apply to last minute bookings (bookings made within 30 days prior to departure).

ICO is entitled to retain ownership of all travel documents sent prior to the receipt of full payment from the traveller.

Section 6: Non-disclosure clause

The contractual parties hereby agree to treat all matters related to this agreement, in particular knowledge of the contents of the agreement, figures and documents as strictly confidential and to safeguard this information from third-party access.

This non-disclosure clause applies to the agreement itself and the components thereof, in particular to the nature and the scope of the financial arrangement, including commissions and all passwords and login details provided to the TA* by ICO.

The aforementioned duties of the parties to maintain secrecy shall remain effective after expiration of this agreement.

Section 7: Privacy policy

1. Personal data is information on the identity of a person, such as name, address, date of birth or email address. User data is data that is not actively disclosed, rather it is passively collected e.g. through the use of a website or online shop.

2. ICO shall only collect, process, store and use the traveller's personal data within the scope of processing the commissioned booking order. This data shall only be disclosed to companies involved in the fulfilment of the travel contract to the extent required to process the booking.

3. Upon request, ICO shall provide information on the personal data stored on the traveller. The traveller reserves the right to demand the rectification of his/her personal data.

4. In all other respects, the ICO privacy policies shall apply in their current version, which can be found at: www.carnivalcruiseline.dk/en/disclaimer, www.carnivalcruiseline.fi/en/disclaimer, www.carnivalcruiseline.is/en/disclaimer, www.carnivalcruiseline.no/en/disclaimer, www.carnivalcruiseline.se/en/disclaimer, www.princess-cruises.dk/en/privacy-policy, www.princesscruises.fi/en/privacy-policy, www.princesscruises.is/en/privacy-policy, www.princesscruises.no/en/privacy-policy-1, www.princesscruises.se/en/privacy-policy. These policies must be presented to the traveller by the agency prior to conclusion of the contract.

Section 8: Non-assignment clause

The TA* is not permitted to assign or pledge commission claims without prior written consent from ICO. ICO shall not refuse its consent if the assignment or pledging is required within the normal course of business with banks in the context of granting business loans for the TA*, evidence of which must be provided by the TA*. In all other cases, ICO shall decide whether to grant its approval of a case-by-case basis.

Section 9: Contractual term, termination

1. This agreement is concluded for an indefinite period and shall enter into force with the initial booking as of 1st September 2020. Both parties are entitled to terminate this agreement with a notice period of one month.
2. The right to extraordinary termination for good reason remains unaffected. Good reason shall be deemed to exist in the following cases in particular, but is not limited to:
 - A serious breach of contract;
 - The sale of substantial shares in the TA*, if this involves a change in shareholders/owner or managing director;
 - Any modifications to the TAs* legal form;
 - Multiple complaints from travellers as a result of inadequate advisory services from the TA*;
 - Assignment, seizure or pledging of the TAs* commission claims without the required consent from ICO.Any terminations require the written form to be effective.
3. This agreement shall expire with immediate effect without requiring termination or a statement from the contractual partner in cases of:
 - Discontinuation of the TAs* business operations;
 - Application for the opening of insolvency proceedings against the assets of the TA* or its owner;
 - Provision of an affidavit from the owner, managing director or a non-controller shareholder.

Section 10: Annexes to the contract and the written form requirement

All annexes to the contract that can be found online and shall be provided online by the TA*, the online registration sheet to be completed by the TA* as well as the extract from the commercial register and the trade registration form components of this agreement. Mediations can only be confirmed after receipt of the aforementioned documents by ICO. Ancillary agreements to this contract and all alterations or supplements require the written form by email.

Section 11: Disclosure requirement for the ICO Terms and Conditions

The TA* must ensure it grants the travellers access to the currently valid ICO Terms and Conditions and provides them with a copy thereof prior to booking. If the ICO Terms and Conditions are published on the TA's* website, the TA* must ensure the current version is published at all times and that the inclusion and acceptance of the Terms and Conditions can be verified in the package travel contract, please refer to Section 2 para 2 in this regard. The TA* must provide evidence of the above.

Section 12: Fulfilment of statutory notification requirements

The TA* must fulfil the statutory notification requirements as per Section 651 v para. 1 of the German Civil Code and provide the travellers with the required number of copies of forms required by law in an appropriate format. The TA* is responsible for proving that the notification requirements to which it is subject have been fulfilled.

Section 13: Liability of the TA*

1. The TA* assumes full liability towards ICO for all damages incurred through its failure to exercise the due diligence required by the mediation contract with the travellers, irrespective of the legal grounds.
2. The TA* shall be liable for the proper fulfilment of its duties towards the travellers as per Section 12 of this agreement.
3. The TA* shall be liable for booking errors as per Section 651 x of the German Civil Code, if and to the extent that it is responsible for the booking errors in question.

Section 14: Final provisions

1. In the event that individual clauses of this agreement are deemed invalid, this shall not affect the validity of the remaining provisions.
2. The parties hereby agree to replace the ineffective or invalid provision with a legally valid provision that most closely reflects the economic intent of the original provision.
3. The place of performance and jurisdiction, also in the case of default actions, wherever legally permissible and agreed, is Munich. This agreement is governed by the laws of the Federal Republic of Germany.

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Location, date

Qhs

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Inter Connect GmbH Sales

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Location, date

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TA*

Please note that this agreement is valid from the first booking from 1st September 2020. It doesn't need to be signed.

