

AGENT SERVICE AGREEMENT

This Agreement is made between Viking Catering AG, Schäferweg 20, 4057 Basel, Switzerland, known as ("Viking"), and Ceskokrumlovský rozvojový fond, spol. s r. o., Czech Republic known as ("Agent"). The Agent agrees to provide local guided services and related on-land arrangements for Viking guests based on the terms outlined below. This Agreement may be delivered by electronic transmission (including scanning and emailing), which shall be deemed and shall constitute an original.

Main Terms of Agreement

1. Scope of Services

Agent will deliver services as requested by Viking's Land Operations Department (LOD) or Program Directors (PD). All orders will be confirmed in writing (email or fax), and any verbal orders will be followed by written confirmation within 5 business days. Any service deviations must be pre-approved in writing by Viking's LOD.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Invoicing and Payment

Agent shall submit invoices to Viking within 30 days after service completion. Invoices should reference agreed rates and services rendered, attaching necessary vouchers. In addition, invoices need to feature the necessary invoice format including PO and invoice per ship/per day unless specified differently between the two parties.

Payment will be made within [REDACTED] days of receipt, with the Agent covering any transaction fees. Viking reserves the right to penalize delayed invoice submissions by deducting [REDACTED] of the invoice value.

4. Force Majeure

Neither party is liable for delays or failures to perform due to events beyond reasonable control, including acts of war, terrorism, natural disasters, labour strikes, government actions, or other unforeseen circumstances. In such cases, Viking will notify the Agent and is not responsible for service payments.

5. Indemnification

Agent agrees to indemnify and hold harmless Viking and its affiliates from any damages, losses, or claims arising from Agent's services or failure to perform under this Agreement. Viking is not liable for indirect, consequential, or incidental damages, including lost profits.

6. Insurance

The Agent is required to maintain comprehensive general liability insurance with coverage of at least [REDACTED] for each occurrence, covering personal injury, property damage, and errors or omissions. Agent must provide Viking with 60 days' notice before any cancellation or changes to the insurance policy.

7. Quality of Service and Compliance

Agent guarantees that all services will meet Viking's Product Standards. If services do not meet these standards, Viking reserves the right to demand refunds, initiate quality reviews, and terminate the Agreement if issues persist. Agent is required to comply with all applicable local laws and regulations.

8. Confidentiality

Both Viking and Agent agree not to disclose any details of this Agreement to third parties, except as required by law or as necessary to perform the services.

9. Law and Arbitration

This Agreement is governed by Swiss law. Any disputes will be resolved by arbitration in Basel, Switzerland, in accordance with the Swiss Rules of International Arbitration.

10. Duration and Termination

This Agreement is effective from 01/01/2025 to 31/01/2026 and will automatically renew for an additional one-year period unless terminated with at least 60 days' notice before the renewal. Either party may terminate the Agreement with 60 days' notice for any reason or immediately if the other party is in breach of its obligations and fails to remedy the breach within 30 days.

11. Subcontracting and Agent Responsibility

The Agent is fully responsible for the actions of subcontractors, including maintaining Viking's standards. Subcontracting without Viking's consent may result in termination or claims for damages.

Additional Terms:

1. Service Failure

Agent must mitigate damages if services are not provided. Any subcontracting requires Viking's approval, and failure to meet standards may result in claims to cover Viking's losses.

2. Incident Reporting

Agent must submit incident reports within 24 hours of service issues such as but not limited to incidents that do not directly impact the well-being of our guests. Severe incidents such as accidents or any case that impact and threatens the guests' well-being or may lead to online brand defamation must be reported and addressed immediately. Viking's LOD will follow up on all reports.

3. Transfers

Viking will provide manifests with client information at least 3 days prior to transfers. Rescheduling due to delays should not incur extra costs unless pre-approved by Viking.

4. Guide Conduct

Guides must maintain professional standards, avoid controversial topics, and are prohibited from endorsing or promoting shops or services for personal gain. In addition, all guides should refer to the ED APP training and complete said training before administering services for Viking.

5. Force Majeure

Force majeure includes uncontrollable events like war, natural disasters, severe weather conditions, epidemics, pandemics, and government actions. Neither party is liable for disruptions caused by such events.

Annex: Services

The services provided by the Agent, including associated costs, are detailed in the annex listed below and are negotiated with Viking's Purchasing Department. These terms are fixed for the entire duration of the Agreement, with no amendments permitted.

Special Arrangements/Conditions:

In case of deviations, the following rules apply:

- **Extra Costs:** Any additional costs incurred due to deviations must be kept to a minimum and pre-approved by Viking.

- Cancellations: Cancellations should not incur additional costs unless mutually agreed upon by Viking and the Agent in advance, and these must be invoiced accordingly.

Definition of Services provided by the Agent

Agent: Českokrumlovský rozvojový fond, spol. s r.o. (Euro) [REDACTED]

Period of validity: 01/01/2025 to 31/01/2026

Group size: Various number of passengers

Dates: Various dates, as outlined in the previous communication

Signature Section

This Agreement is duly executed by the authorized Agent party for the entire period validity stated above

For Agent Českokrumlovský rozvojový fond (Euro):

Name: _____

Title: _____

Date: _____

Signature: _____

Listed Services as agreed below:

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