

## SPLENDIDEVASION LDA - GENERAL TERMS AND CONDITIONS

### 1. AREA OF VALIDITY

1.1. These General Terms and Conditions of Contract (GTCC) shall apply to all transactions between the client and Splendid Evasion, Lda. Any General Terms and Conditions of Business of the client, insofar as they deviate from these GTCC or amendments confirmed in writing by Splendid Evasion, Lda, are hereby expressly excluded.

1.2 These GTCC shall apply to all transactions until new GTCC are issued by Splendid Evasion, Lda, even if these come about without reference to these GTCC.

### 2. CONCLUSION OF CONTRACT

2.1 The basis of the business relations shall be the respective order, in which all services (scope of performance) as well as compensation are set out. Assurances given by employees or representatives of Splendid Evasion, Lda shall be irrelevant, unless confirmed in writing by the company.

2.2 The quotations provided by Splendid Evasion, Lda are subject to change. The contract is only deemed to have been accepted by Splendid Evasion, Lda once written order confirmation has been provided.

### 3. REMUNERATION AND PAYMENT

3.1 The amount of remuneration will be set out in the respectively applicable remuneration guidelines by Splendid Evasion, Lda. With the conclusion of contract, the client confirms having acknowledged these and to accept them as appropriate.

3.2 Quotations by Splendid Evasion, Lda are always nonbinding. If it can be foreseen that the actual costs will exceed the costs estimated in writing by more than 15%, Splendid Evasion, Lda will point this out to the client. The indicated cost overrun shall be deemed to have been approved if the client does not object to it in writing within three days. For cost overruns of up to 15%, no separate agreement shall be required, at which these costs can be readily invoiced.

3.3 Quotations by Splendid Evasion, Lda can be subject to a fee. Fees paid for the quotation will be credited to any orders placed as a result of this quotation.

3.4 Order modifications or additional orders will be charged by Splendid Evasion, Lda in accordance with the respectively applicable remuneration guidelines.

3.5 The remuneration claim by Splendid Evasion, Lda comes about for each individually provided performance. This shall also apply to all performances by Splendid Evasion, Lda which are not carried out for reasons it cannot be held responsible for. All order-related performances, which are not expressly settled by the agreed remuneration, shall be remunerated separately.

3.6 Splendid Evasion, Lda is within its rights at any time to demand payment on account for the entire remuneration agreed. For general programs/services the first 50% of the remuneration shall be due when the order is placed, only then Splendid Evasion can confirm the resulting reservations, and the remaining half 15 days before the beginning of the program/service.

### 4. CANCELLATION AND ALTERATION POLICY

4.1 If waived by the client, before or once at destination, Splendid Evasion, Lda shall be entitled to charge the following amounts or the obligation to repay the amount already received, according to the following:

If the cancellation or alteration of the program/service hired occurs between:

- a) 21 and 8 days before the beginning of the program/service selected, a 25% of the total charge;
- b) 7 to 3 days before the beginning of the program/service selected, a 60% of the total charge;
- c) 48 hours prior to the beginning the program/service selected, 100% of the total charge.

4.2 The conditions referred on 4.1 shall not be applied whenever has been explicitly communicated by Splendid Evasion, Lda different conditions regarding cancellation or alteration terms.

4.3 Splendid Evasion, Lda has the right to apply a higher charge in case of cancellation/alteration if for any specific or punctual reason the amount stipulated above, does not cover all the booking expenses, such as in high peak seasons, among others. If that is the case Splendid Evasion, Lda must formally present detailed information to the client regarding the booking expense.

4.4 In the event that after the beginning of the program/service selected, Splendid Evasion, Lda does not furnish or verify that cannot supply an important part of the services under the contract, Splendid Evasion, Lda shall take an appropriate continuation of package solutions at no additional cost price to the client, and, if applicable, shall pay the amount of the difference between the services offered and those supplied. If the client continues with the program/service with the solutions given by Splendid Evasion, Lda, it shall be deemed to have tacitly accepted these proposals.

4.5 Splendid Evasion, Lda as the right to cancel or modify any program/service, without any financial loss and without previous notice, due to weather conditions, natural phenomenon, social instability, or whenever safety conditions for all participants are not assured, including all Splendid Evasion, Lda representatives.

4.6 Splendid Evasion, Lda will never be held responsible for any failure of every form of transportation to arrive or departure as schedule, including flights.

4.7 In the cases of cancelation/modification of any activity due to delays not controlled by Splendid Evasion, Lda, such as client/group delays, traffic, breakdown on transportation means, theft, Splendid Evasion, Lda is not responsible for any expenses incurred.

### 5. RIGHT OF OWNERSHIP AND COPYRIGHT PROTECTION

5.1 All programs/services provided by Splendid Evasion, Lda, and also suggestions or ideas, or individual parts thereof, shall remain in its unrestricted ownership. Relevant documents and records may be demanded back by

Splendid Evasion, Lda at any time, in particular when terminating or giving notice of termination of contract. Concepts, designs and similar which have not been implemented, shall be returned immediately on request of Splendid Evasion, Lda. In other respects, goods delivered shall remain its property until complete payment.

5.2 By paying the remuneration in full, the client merely acquires the right to use the selected programs/services for the agreed purpose and to the agreed extent. Without any agreement to the contrary, the client may only use programs/services developed by Splendid Evasion, Lda for its own purposes, exclusively operated by Splendid Evasion, Lda and only for the duration of the contractual relationships.

5.3 In order to operate programs/services and advertising material after the termination of contract - regardless of their copyright protection - the consent of Splendid Evasion, Lda is required. The latter shall be due commensurate remuneration for this, which shall be determined by the duration and extent of further use.

## 6. LABELLING

6.1 Splendid Evasion, Lda shall have the right to refer to itself and, if necessary, the creator in and on all its advertising material used for the client and in all its advertising efforts and other communication measures (e.g. press conferences), without the client being entitled to compensation for this.

## 7. CLIENT'S INSPECTION OBLIGATION

7.1 All programs/services developed to the client by Splendid Evasion, Lda shall be inspected and approved within 2 weeks by the client, at which these shall be deemed to have been passed by the client unless there is a timely disapproving statement issued by the client.

## 8. WARRANTY AND DAMAGES

8.1 The client shall bring to notice any complaints in writing within 5 days following the end of the services performed by Splendid Evasion, Lda and state reasons for this. If the complaint is made during the course of the program/services and is justified and punctual, the client shall only have the right to rectification of the same program/service. The client shall only be entitled to assert claims for payment reduction or redhibition once attempts by Splendid Evasion, Lda to rectify the deficiencies have failed.

8.2 Any liability for damages on part of Splendid Evasion, Lda shall be excluded by mutual agreement, provided that Splendid Evasion, Lda cannot be proven to have committed intent or gross negligence in breaching its contractual primary duties. The right of the client to warranty shall remain unaffected in accordance with these GTCC. Claims for damages on part of the client for consequential damages shall be excluded in any case.

8.3 Splendid Evasion, Lda expressly does not provide any warranty in the event that any of the programs/services performed do not achieve any result or not the result hoped for.

8.4 Splendid Evasion, Lda does not assume any liability for documents or records provided by the client for processing. The client shall, however, be liable for ensuring that the documents and records (e.g. texts, images) provided by him for processing do not infringe on the rights of third parties, are used for the purposes of the contractually intended aim and are not in breach of current law. If it later becomes known to the client that the documents and records provided by him are not suitable for use, he shall inform Splendid Evasion, Lda of this immediately and reimburse any additional costs incurred through this.

8.5 Splendid Evasion, Lda is within its rights at any time to reject or remove materials, documents, records and suchlike provided by the client which infringe on current law or for which there is justified suspicion in this respect, without any claims of any kind arising in favour of the client as a result.

8.6 The client shall be exclusively liable for the compliance with legal regulations, in particular with regard to competition law and trademark law, or rules of professional conduct when implementing advertising efforts. Any liability on part of Splendid Evasion, Lda is thus to be excluded in any case.

The client declares to indemnify Splendid Evasion, Lda against any claims for damages or liabilities by third parties, which are the result of such an infringement.

8.7 Splendid Evasion, Lda will not be held responsible for any costs involved in rescuing and illness situations, besides the ones included on the insurance policy mandatory by Turismo de Portugal, I.P..

8.8 In the case of the participant leaves any activity before its completion, for whatever reason, the participant is responsible for any expenses incurred.

8.9 Splendid Evasion, Lda is not responsible for lost, stolen or damaged baggage or equipment or any expenses incurred in the event of such loss or damage.

8.10 If for any reason the Client entrance in Portugal is not allowed by the Portuguese Government or Custom Authorities, Splendid Evasion, Lda reserves the right not to refund any of the amount paid and charge any possible cost associated with the program/service selected. Splendid Evasion, Lda will not be held responsible for that same reason.

## 9. ACKNOWLEDGEMENT OF RISKS

9.1 The Client recognizes and acknowledges that there are risks in any activity associated with the outdoors. These risks include dangers not only associated with participation in outdoor activities, but include dangers associated with travel to and from the location of outdoor activities. By agreeing with this GTCC the Client is voluntarily subjecting himself to all dangers, risks and rigors involved or associated with the program/service, and is fully aware.

## 10. TERMINATION OF CONTRACT

10.1 The contract shall expire when its contractually stipulated term ends, without notice of termination being required. If the contract has been concluded for an indefinite period, it can be terminated by both parties subject to a period of notice of three months to the end of each month. Immediate termination of the contract for cause shall remain unaffected by this.

## 11. CONFIDENTIALITY OBLIGATION

11.1 Splendid Evasion, Lda pledges to treat with confidentiality all matters concerning the client of which it is made aware in connection with carrying out its task and which are not intended for public knowledge. It will ensure that the secrecy obligation is also met by its employees and representatives. This obligation for confidentiality shall apply even after termination of the contract.

11.2 This contractual confidentiality obligation shall, however, not apply for the purposes of legal proceedings or vis-à-vis professional counsels bound to confidentiality, in particular during judicial or extra-judicial disputes with the client (e.g. recovery of fees), insofar as this is necessary for safeguarding the rights of Splendid Evasion, Lda.

11.3 Notwithstanding this confidentiality obligation, Splendid Evasion, Lda shall be within its rights indefinitely and irrevocably to include the client and, if need be, a short description of the performances rendered on his behalf in its reference list and to use this information for advertising and presentation purposes in any bona fide way, in particular also on the internet.

## 12. POWER OF ATTORNEY

12.1 The client grants Splendid Evasion, Lda power of attorney, in its name and on its behalf to order deliveries and performances (e.g. photos, printed matter, trademark registrations and suchlike) necessary for the implementation of concepts agreed upon at public authorities or external skilled craftsmen at market-based terms.

## 13. FINAL PROVISIONS

13.1 The client shall not be authorized to offset claims by Splendid Evasion, Lda with counterclaims or to withhold payments citing deficiencies. A client may only offset against claims expressly approved by Splendid Evasion, Lda or which have been legally established or exercise a right of retention.

13.2 Place of performance and legal jurisdiction is Vila Nova de Gaia - Portugal. Portuguese law shall apply exclusively. In the event of infringement of intellectual property rights abroad, however, the more beneficial standard shall apply to Splendid Evasion, Lda.

13.3 Amendments, supplements and ancillary agreements to these GTCC or the PR and advertising contract, respectively, as well as assurances of any kind need to be in writing to be effective. This also applies to the agreement for waiving this requirement for written form.

Gaia, May 11th 2015

## ADDENDUM TO GTCC

Commercial Sexual Exploitation of Children and Adolescents is an increasing problem around the world (prostitution, pornography, sex trafficking of children and adolescents).

Splendid Evasion, Lda recognizes that the Tourism Industry does have the legal and moral obligation to ensure that the protection of children and adolescents is incorporated in its development agenda.

Splendid Evasion, Lda has committed to implement a group of actions regarding good practices and auto regulation in order to strengthen responsible activities and to contribute to the eradication of the problem.

So, the Client expresses its commitment to accomplish the following Code of Ethics and will implement during the extension of the contract:

1. Promote Human Beings Rights, specially, Children and Adolescents Rights;
2. Refuse, repress and condemn commercial exploitation of human beings, in all its forms, especially commercial sexual exploitation and specifically when it affects children and adolescents;

Any breach of either point cancels automatically the contract between Splendid Evasion, Lda and the Client that herewith accepts to stand all consequences that would arise from such a breach of the Code of Operation.