



Terms and Conditions of Charter

A. AGREEMENT TO LET AND HIRE

1. Dutch Oriental Megayachts LLC (the OWNER) agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the Charter to the vessel for the same period.
2. The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, or the Deposit and any other agreed charges, in cleared funds, no later than the dates and to the account specified in the online booking form or as agreed by the parties during the booking request.
3. The vessel is considered hired and these T&C accepted only when the payment, partial or full, is received by the OWNER.

B. PAYMENT OF CHARTER FEES AND OTHER MONIES TO THE OWNER

1. Unless otherwise provided, full payment against this Agreement shall be made in accordance to the modes of payment below prior to the date of commencement of the Charter Period.
2. Trips will only be booked when confirmation and payment is received from the Client along with this Contract form duly signed.

Standard Payment Terms

Unless otherwise agreed by the parties, the following payment terms should apply:

- I. 40% of the agreed price against this Agreement shall be made by Cash, Cheque, Bank Transfer or Credit Card Payment at the time of booking.
 - II. 60% balance shall be paid by the same means as above, prior to the date of commencement of the Charter Period
 - III. F&B packages and other catering arrangements shall be paid in full 15 calendar days prior to the commencement of the Charter Period. This amount is non-refundable.
1. Modes of Payment
 - I. Cash – payment in the currency agreed directly in our offices in Marina Plaza.
 - II. Cheque – cheques must be handed over to us 7 working days before the commencement of the charter period; they should be non-transferrable and made payable to Dutch Oriental Megayachts L.L.C.
 - III. Bank Transfer – Full payment of the total agreed price shall be deposited and visible in our bank statement 7 days prior to the commencement of the charter. A copy of the Telegraphic Transfer shall be sent to Ditch Oriental by email or other electronic mean as a proof of payment.



CANCELLATION

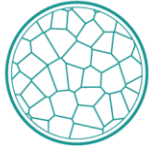
1. If by reason of force majeure (weather conditions, mechanical failure etc.) the OWNER fails to deliver the Vessel on the set time and place agreed with the CHARTERER, the CHARTERER shall be entitled to treat this Agreement as terminated. The CHARTERER'S exclusive remedy will be to receive immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement. In case of adverse weather conditions or technical failure, the OWNER may elect to hold the event moored at dock, or if so judged by the Captain, at anchor inside the Palm Jumeirah lagoon. Alternatively, if the parties mutually agree, the Charter passage shall be postponed to a mutually agreed date and time. Under no circumstances, with or without invoking force majeure, the CHARTERER shall not be entitled to liquidated damages from the OWNER.
2. In the event of no-show cancellation by the CHARTERER, no refund will be made.

USE OF THE VESSEL

1. The CHARTERER shall comply, and shall ensure that the Guests comply, with the laws and regulations of the UAE or any country into whose waters the Vessel shall enter during the charter period.
2. The CHARTERER shall ensure that the behavior of the CHARTERER and his Guests shall not cause a nuisance to any person or bring the Vessel into disrepute.
3. Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the captain.
4. The captain shall promptly draw the CHARTERER'S attention to any infringement of these terms by himself or his Guests, and if such behavior continues after this warning, the captain shall inform the OWNER, and the OWNER may, by notice given to the CHARTERER, terminate the renting agreement.
5. If the CHARTERER or any of the Guests shall commit any offence contrary to the laws and regulations of the UAE or any country which results in any member of the Crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER may, by notice to the CHARTERER, terminate the Agreement forthwith.
6. The Vessel operates a zero-tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel. Failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER or Broker.

C. MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN – RESTRICTED AREAS

7. The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests cruising on board plus, at the sole discretion of the captain, a



reasonable number of visitors whilst the Vessel is securely moored in port or at anchor, or as permitted by the appropriate authority.

8. If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the Crew shall be appointed to supervise their conduct or entertainment.
9. CHARTERER and his guests shall have access only to public areas. Access to Restricted Area, Control rooms, Equipment and private areas are prohibited.

D. CREW

1. The OWNER shall provide a Captain qualified in accordance with the UAE requirements and acceptable to the insurers of the Vessel. He shall also provide a suitably qualified and properly trained Crew.
2. The CHARTERER and Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER or Guests at any time during the Charter Period. Under no circumstances the crew should serve the CHARTERER and his guests as child care attendant, security guard or any other appointment normally delegated to the CHARTERER.
3. With particular regard to the use of water sports equipment, the captain shall have the authority to exclude the CHARTERER or any or all of his Guests from use of any particular water sports equipment if they are unsafe, or behaving in an irresponsible manner, or are under the influence of alcohol, or are failing to show due concern for other persons or properly when operating this equipment.

E. CLEANING, MAINTENANCE AND DAMAGES

1. Dutch Oriental Megayachts LLC. performs routine cleaning and maintenance of each vessel. The CHARTERER agrees to accept the vessel in its present state of cleanliness and to exercise reasonable care to maintain similar conditions. Should the vessel be left extremely dirty at the end of the trip, the CHARTERER shall pay AED 1,000 cleaning fee to cover costs for having the vessel professionally cleaned.
2. If the vessel and its content (finishing, fixture, equipment, and any tangible object) shall be damaged by the CHARTERER or guests, and the damage is due to intentional or negligent act by the CHARTERER or guests, the OWNER shall proceed to repair and restore the vessel to its condition preceding the damage. The final repair/replacement cost shall be paid by the CHARTERER within five (5) days of the company's demand thereof.

F. DECORATIONS AND OPEN FLAMES

1. Decorations must be removable without damage to interiors or finished surfaces of the vessel. Nails, tacks, double side scotch tape, plastic hooks, adhesive stickers, contact paper, and decals are considered damaging and are prohibited. The CHARTERER must inform the



OWNER of decoration plans for approval. If required, the CHARTERER must obtain the necessary permit from Dubai Municipality before decorating the outside of the vessel.

2. The use of glitter, confetti, rice, birdseed, and other celebratory devices is prohibited outside as they represent a source of water pollution.
3. No candles, shisha, open flames or lanterns are allowed on board. Birthday cake candles are allowed as long as they are constantly monitored and kept lit only for the time necessary to perform the celebration. Smoking shall be restricted to the exterior areas of the vessel and in designated areas.

SECURITY

Before boarding, the CHARTERER and guests shall provide their generalities (Emirates ID card, Passport, Driving License) in order to compile the passenger's manifest. The CHARTERER's original Identity Card must be presented and will remain in custody of designated personnel, as a form of guarantee in the event of property damages or fines. If no such incidences occur, the ID card will be returned to the CHARTERER upon arrival.

L. ILLEGAL SUBSTANCES

The CHARTERER and his guests shall not obtain, possess, use, administer, dispense, or distribute any illegal drug, controlled substance or chemical drug on board. These are all offences under the UAE Laws and the offender will be reported to the local police authority upon arrival to the pier.

M. CATERING SERVICES

1. Scope

Caterers, entertainers, waiters and other services or persons for administering to the needs or entertainment of the guests shall be provided by, and is the responsibility of the Client except where catering is arranged by Dutch Oriental Megayachts LLC

2. Caterer Responsibilities

The caterer shall maintain the galley spaces in a manner consistent with health requirements. Upon completion of this Charter, the caterer shall clean and return the galley spaces to the condition in which found. The Crew shall inspect and their sole judgment shall determine satisfaction of this cruise. Client shall ensure caterer complies with this requirement.

3. Commerce

The sales or exchange of goods, products, or services by client, guests, or service providers is prohibited.



M. DAMAGES

The Client hereby assumes responsibility for damages to the yacht caused by him, contracted service providers, or guests. Reparations for damages shall include the costs or repair and restoration, transportation of this yacht and any loss of income caused thereby.

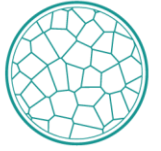
N. MUSIC, LIQUOR & OTHERS

According to the Dubai Marina Regulations, the following rules apply to the use of music, dance, photography, liquor and swimming on the yacht:

1. Music must not exceed a moderate volume level within the Dubai Marina and the Lagoon. Music may be played at a reasonably loud volume level only if the yacht sails into the open sea.
2. Any obscene dances or acts are prohibited under the UAE laws and will not be tolerated on the yacht.
3. The guests are permitted to take videos or pictures within the yacht premises during the charter, provided that they respect the privacy and dignity of others.
4. The serving and/or consumption of liquor is subject to all standard UAE laws and regulations. The guests are responsible for complying with the legal requirements and ensuring that they do not cause any disturbance or harm to themselves or others.
5. Swimming is only allowed for smaller gatherings and if the engines are off. If the weather is windy and requires the engines to be on even on anchor, guests are not allowed to jump into the water for their own safety.
6. These rules are intended to ensure a safe and enjoyable experience for all guests and crew members on the yacht. Any violation of these rules may result in legal action or termination of the charter.
7. Captain's decision would be final in regards to safety of guests and law compliance. Any fines levied by the authorities for breach of any Laws or regulations would be the responsibility of the client and Dutch Oriental Megayachts LLC reserve all rights to recover any fines/penalties or loss in revenue because of client breach of Local laws or terms of this contract.

O. ARBITRATION & LAW

1. United Arab Emirates is our country of Domicile. This Agreement shall be governed by and construed in accordance with UAE law and any dispute arising out of or in connection with this Agreement, or the breach, termination or invalidity of it, shall be settled by arbitration in accordance with the Rules of the Emirates Maritime Arbitration Centre (EMAC). The seat of the arbitration shall be the Dubai International Financial Centre (DIFC), United Arab Emirates. The arbitration shall be before a sole arbitrator selected by the Executive Committee of EMAC. The language to be used in the arbitral proceedings shall be English. The Award rendered by the arbitration shall be final and binding upon both parties.



2. Notwithstanding the reference to EMAC arbitration, the OWNER may elect at their sole discretion to commence proceedings in any jurisdiction for the purpose of obtaining security, commencing and conducting Court proceedings, or enforcing a claim under the Agreement.
3. The parties may agree at any time to refer to mediation (in accordance with EMAC mediation rules currently in force) any difference and/or dispute arising out of or in connection with this Agreement.
4. If notice of a claim or arbitration proceedings is given by either party, monies should be held in a designated account. This account may, with the agreement of both parties, be an Escrow Account jointly controlled by the accredited legal representatives of both parties pending the result of the arbitration.

O. DISCLAIMER

The CHARTERER acknowledges that the Activities involve inherent risks and dangers that may cause injury, death, property damage or loss to the CHARTERER or others.

1. The CHARTERER voluntarily assumes all such risks and waives any right to claim or sue the Company and its officers/employees for any liability, claims, demands and actions arising from or related to the Activities.
2. The CHARTERER represents that he/she is medically fit to undertake the Activities and that he/she complies with all requirements as specified by the Company.
3. If the CHARTERER is under the age of 18, he/she has obtained the consent of his/her parents or legal guardians to enter into this agreement.
4. The Company reserves the right to cancel the charter due to poor weather conditions and mechanical malfunction without any cancellation fee being applicable.
5. The CHARTERER agrees to abide by this agreement and the total net charges and confirms the charter.