

Unit Service Sales Agreement



Setouchi Cruise, Inc. (hereinafter referred to as "Party A") and
NUBA EXPEDICIONES DE MEXICO (hereinafter referred to as "Party B") enter into Unit Service Sales Agreement (hereinafter referred to as the "Agreement") as follows:

- **Article 1 Purpose**
 1. The purpose of the Agreement is to provide the basic conditions for Party B to sell the Agent-Organized Tour planned and operated by Party A on a cruise ship named guntû (hereinafter referred to as "the guntû Tour") to overseas agents who are clients of Party B. Party B is to sell the guntû Tour as a set of services stipulated in the following paragraph (hereinafter referred to as the "Unit Service").
 2. The Unit Service is a collection of services included in the guntû Tour as specified in the following items:
 - (1) shipping service;
 - (2) accommodation service;
 - (3) meal service;
 - (4) off-board experience; and
 - (5) itinerary control management (which includes taking necessary measures to ensure provision of services stipulated in the preceding items and to arrange alternative services in case any of the service content has to be changed).
 3. Party A warrants that the Unit Service specified in the previous Article will be provided to traveler(s) to whom it is sold by or via the overseas agents (hereinafter referred to as "Traveler(s)").
 4. Party B may choose, at its own responsibility, the overseas agent(s) who will sell the Unit Service and determine the selling price, etc.
 5. The contract concluded with the Traveler(s) for the Unit Service shall hold Party A responsible to the Traveler(s), party B and the overseas agent(s). The responsibility of Party A shall be equal to the responsibility stipulated in the terms and conditions of the travel contract of the Agent-Organized Tour operated by Party A.
 - **Article 2 Individual Agreement**
 1. Party B shall apply for the guntû Tour by fax or email to Party A as the Unit Service it intends to sell to overseas agents.
 2. Individual agreement for the Unit Service (hereinafter referred to as the "Individual Agreement") is concluded at the time Party A accepts such application by fax or email.
 - **Article 3 Consideration for Unit Service Sales and Payment Method**
 1. The consideration for the Unit Service sales paid by Party A to Party B (hereafter referred to as the "Sales Consideration") is equivalent to 10% of the guntû Tour fee. However, if the individual Agreement is cancelled, no payment is made to Party B.
 2. Party A shall prepare a summary of the guntû Tour fee less the Sales Consideration or cancellation fee as a statement for each Individual Agreement, and issues an invoice to Party B together with the statement. Upon receiving the invoice, Party B pays by transferring it to the financial institution designated by Party A by the due date of payment stated in the invoice. The fee for the transfer will be borne by Party B.
 - **Article 4 Promotional Materials for Unit Service and Intellectual Property Rights**
 1. Party A shall provide necessary materials for Party B to sell the Unit Service to its clients overseas (hereinafter referred to as the "Promotional Materials"). The copyright, design rights and trademark etc. (hereinafter referred to as the "Intellectual Property Rights") belong to Party A.
 2. Promotional Materials which are not provided by Party A or which are created by Party B (hereafter referred to as "Party B Promotional Materials") must not be used without prior written consent from Party A. Even if Party A approves the use, all rights including Intellectual Property Rights used in the Party B Promotional Materials shall belong to Party A, and if Party B receives a complaint from a third party regarding infringement of a third party's rights such as Intellectual Property Rights, portrait and other forms of property rights etc., Party B is to immediately resolve this at its own expense and with a responsibility to protect Party A.
 3. When a third party claims against Party B that the Promotional Materials provided by Party A infringes its Intellectual Property Rights, Party A shall defend and hold harmless Party B by immediately settling the dispute at its own responsibility and expense. When Party B settles such claim or compensates the third party for the alleged infringement in behalf of Party A, Party B shall hold the right to reimbursement and may claim from Party A the expenses incurred for settling the dispute, compensation, reasonable attorney fees and other costs.
 4. Party A and Party B shall discuss separately the method of the Promotional Material use by Party B and scope of licensing.
 - **Article 5 Legal Compliance and Safety Confirmation**
 1. Party A and Party B warrant that each Party shall comply with the Travel Business Act and other applicable laws and shall hold the travel business registration necessary to arrange the Unit Service.
 2. Party B confirms that the cruise ship used for the guntû Tour is insured and that equipment, such as lifejackets to protect the physical safety of the travelers and instruction manuals needed in an accident etc. are maintained.
 - **Article 6 Cancellation**
 1. Party B may cancel the Individual Agreement at any time by notifying Party A in writing and paying a cancellation fee designated by Party A in the Schedule.
 2. Notwithstanding the provisions in the preceding paragraph, Party B may cancel the Individual Agreement without paying a cancellation fee to Party A if any of the conditions set forth in the following items apply:
 - (1) In case it becomes impossible to provide the Unit Service or there is a risk thereof due to natural disasters (typhoons, earthquakes, etc.), civil wars, riots, power outages, labor disputes, or any other reason which Party A and Party B are unable to control from a reasonable standpoint;
 - (2) In case it becomes impossible to arrange the Unit Service for reasons not attributable to Party A, including but not limited to a failure of Party B to notify Party A of the cancellation of such tour due to the minimum required number of travelers for the guntû Tour not being satisfied; or
 - (3) Reasons other than (1) and (2) above that Party A and Party B agree upon as the result of mutual consultation.
 - **Article 7 Confidentiality**
 1. Party A and Party B shall not use, disclose or leak to any third parties business information of the other party that they have learned in the course of performing provisions of the Agreement (hereinafter referred to as "Confidential Information") for the purpose other than the performance of the Agreement. However, in the event that either party is legally required to disclose Confidential Information subject to the demand of governmental agencies including court and stock exchange, or when it has reasonable grounds to disclose Confidential Information to an attorney, a certified public accountant and others who have an obligation of confidentiality by law, the Confidential Information may be disclosed within the minimum necessary scope, provided that the other party is promptly notified of the fact and the contents to be disclosed.
 2. Notwithstanding the above, neither party shall have any obligation to keep confidential with respect to Confidential Information that:
 - (1) is already known to or possessed by either party prior to the disclosure of Confidential Information;
 - (2) is independently developed by either party without Confidential Information;
 - (3) is already in the public domain prior to the disclosure of Confidential Information;
 - (4) enters the public domain through no fault of either party; or
 - (5) is rightfully obtained by a third party under no obligation of confidentiality.
 - **Article 8 Exclusion of Anti-Social Forces**
 1. Party A and Party B represent and warrant to each other that either party or "the person who controls the decision of its financial and business policies" do not and will not fall under any of the following categories and the like (hereinafter collectively referred to as the "Anti-Social Forces"):
 - an organized crime group;
 - a member of an organized crime group;
 - a former member of an organized crime group who has withdrawn from an organized crime group, but less than 5 years have elapsed since;
 - a quasi-member of an organized crime group;
 - a related company or association of an organized crime group; or
 - a corporate racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting;
 - a person acting as if advocating legitimate social causes;
 - a special intelligence organized crime group; or
 - any person pursuing economic interest by making illegitimate request using violence, power, threatening language or fraudulent method.In addition to the above, Party A and Party B represent and warrant to each other that either party or "the person who controls the decision of its financial and business policies" do not and will not fall within any of the following items:
 - (1) having such relationship with Anti-Social Forces that shows their control over or substantial involvement in the party's management;
 - (2) having such relationship with Anti-Social Forces that shows reliance on them for the purpose of unfairly benefiting either party or third parties or of damaging third parties;
 - (3) having such relationship that shows provision of funds or facilities to Anti-Social Forces; or
 - (4) board members or persons substantially involved in the management of either party having socially condemnable relationship with Anti-Social Forces.
 - 2. Party A and Party B shall not commit any act that falls into any of the following items by themselves or by using a third party:
 - (1) Claims made aggressively and/or with acts of violence;
 - (2) Unjust claims exceeding legal responsibilities;
 - (3) Use of threatening action or statements, or violent acts and behavior in connection with any transaction between the parties;
 - (4) Acts and behavior which may damage the reputation or obstruct the business of the other party by spreading false rumors or the use of fraudulent means or by force; or
 - (5) Other acts and behavior equivalent to the above howsoever described.
 - 3. Either party may immediately terminate all provisions in the Agreement without notice if the other party breaches any of its representations and warranties set forth in the preceding two paragraphs. The breaching party shall not make any claim to the other party for the damage arisen from the termination of the Agreement, and the terminating party shall hold the right to claim compensation for the damage.
- **Article 9 Handling of Accident**
 1. In the event of unforeseen occurrences in arranging the Unit Service, Party B shall immediately notify Party A of such situation.
 2. In the event described in the preceding paragraph, Party A and Party B shall cooperate in settling the situation.
 3. Party B shall be liable to certain damages suffered by the Traveler(s) participating in the guntû Tour in their lives, bodies or baggage etc., the liability being equal to the compensation responsibility stipulated in the Special Indemnification Regulations in the travel contract of the Agent-Organized Tour operated by Party A.
- **Article 10 Prohibition for Assignment of Right and Obligation**

Party A and Party B shall not assign or pledge the status of this Agreement and all or part of the rights and obligations arising from this Agreement to a third party, without the prior written consent of the other Party.
- **Article 11 Effective Term**

[Feb/01/2024] and ending on [Jan/31/2025]., regardless of the date of the conclusion hereof.

 1. Effective term of the Agreement shall be the period starting from
 2. The obligations not performed at the termination of the Agreement continue to be effective under the terms of the Agreement.
 3. The provisions of Article 4, Article 7 through Article 10, Paragraph 2 of this Article, Paragraph 4 of Article 12 and Article 13 through Article 15 shall survive after the termination of this Agreement.
- **Article 12 Termination and Loss of Benefit of Time**
 1. Either party may terminate all or part of the Agreement without any responsibility if the other party breaches all or part of the Agreement and fails to resolve such breach within the period notified as reasonable by the other party.
 2. Either party may immediately terminate all or part of the Agreement without any notice and responsibility if the other party falls under any of the following items:
 - (1) filed for attachment, provisional attachment, provisional disposition, judicial enforcement or auction, or receives a notice to pay taxes in arrears due to tax delinquency;
 - (2) penalized by revocation, suspension of its business license or cancellation of business registration by a regulatory agency;
 - (3) filed for the institution of proceedings for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or any other forms of bankruptcy procedure; or having voluntarily started proceedings for dissolution (including legal dissolution order), liquidation or voluntary liquidation;
 - (4) having made a resolution for either of the following:
 - capital reduction;
 - abolition, suspension or change of business;
 - transfer of all or a substantial part of business;
 - (5) any note or check issued or accepted by the party is dishonored; or the party becomes unable, or admits to its creditors its inability, to pay its debts generally as such debts become due;
 - (6) continuance of business transactions is believed to be difficult due to change of the principal shareholder(s);
 - (7) the credit status deteriorates due to the situation described in item (6); or
 - (8) having damaged honor and reputation of the opposite party.
 3. If either party falls under any of the items in the preceding paragraph, it shall waive the benefit of time for all obligations in the Agreement.
 4. Termination of the Agreement by law or otherwise shall not preclude either party the right to claim damage compensation against the other party.
- **Article 13 Personal Information**

Party A and Party B shall comply with Personal Information Protection Act and EU General Data Protection Rules (GDPR) that apply to the personal information obtained in relation to performance of the Agreement and shall handle such personal information properly.
- **Article 14 Matters for Consultation**

Any doubts arising out of the Agreement or any matters not stipulated herein shall be settled upon consultation between Party A and Party B in good faith.
- **Article 15 Governing Law and Agreed Jurisdiction Court**
 1. The Agreement shall be governed by and construed in accordance with Japanese Laws.
 2. Regardless of the cause of the claim, the Hiroshima District Court shall be the court of exclusive jurisdiction for the first instance in the event of any dispute in connection with the matters stipulated in the Agreement or any Individual Agreement
- IN WITNESS WHERE OF, Party A and Party B hereto have caused the Agreement to be signed by both Parties in duplicate, each Party retaining one (1) copy thereof respectively.
- Date: Jan/31/2024
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|----------------|-----------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------|
| Party A | Setouchi Cruise, Inc.
1364-6, Urasaki-cho,
Onomichi, Hiroshima, JAPAN | Party B | NUBA EXPEDICIONES DE MEXICO
Goldsmith #60 Colonia Polanco Ciudad de México, México 11540 |
| | Koji Umeda
President | | Mario Del Duca
Managing Director NUBA AMERICAS |