

1) The General Contractual Terms and Conditions of TBS, s.r.o. are valid for all tours and individual travel-related services provided by the travel agency TBS, s.r.o., with registered headquarters at Koubkova 228/13, 120 00 Prague 2, Czech Republic, Company Registration No.: 485 84 649, Tax Registration No.: CZ48584649 (hereinafter the "Terms and Conditions").

2) The General Contractual Terms and Conditions of TBS, s.r.o. comprise an integral part of the travel-related contract or any other contract concluded between the customer and TBS, s.r.o.

Article I – CONTRACTUAL PARTIES

The participants of the contractual relationship are:

a) the operator of the travel agency TBS, s.r.o., with registered headquarters at Koubkova 228/13, 120 00 Prague 2, Czech Republic, Company Registration No.: 485 84 649, Tax Registration No.: CZ48584649, registered in the Commercial Registry administered by the Municipal Court in Prague, section C, insert 17704 (hereinafter "TBS").

b) the customer, who may be either a physical or legal entity (hereinafter the "Customer").

Article II – SUBJECT OF CONTRACTUAL RELATIONSHIP

These Terms and Conditions govern the rights and obligations of the contractual parties in the sale of:

1) a combination of travel-related services at home (i.e. in the Czech Republic) or abroad (i.e. outside the territory of the Czech Republic), which is a combination of travel-related services compiled, offered, and sold by TBS beforehand for a cumulative price that satisfies the characteristic features of a tour according to Act 159/1999 Coll., as amended, (hereinafter "tour"), or

2) accommodation, dining, transportation or other travel-related services which TBS secures for Customers from other suppliers at home and abroad as separate services according to the Customer's particular wishes or requests (hereinafter "separate services"), or

3) a combination of travel-related services at home or abroad sold to another entrepreneur for the purpose of further business, i.e. a combination of travel-related services which does not satisfy the characteristic features of a tour according to Act 159/1999 Coll., as amended, (hereinafter "services for entrepreneurs").

Article III – ESTABLISHMENT OF CONTRACTUAL RELATIONSHIP

1) The contractual relationship between the Customer and TBS with a subject pursuant to Article II, clause 1 is established by the conclusion of a travel contract (according to Section 852a et seq. of the Civil Code), i.e. when the Customer (in the case of a legal entity, in the manner and by the person in accordance with legal regulations), or, where applicable, his legal successor, or his representative based on a submitted power of attorney, accepts a signed travel contract and it is confirmed by TBS. The content of the travel contract is determined by this contract, the catalogue, these Terms and Conditions, or, where applicable, by special conditions attached to the contract as its integral component.

2) A contractual relationship between the Customer and TBS with a subject pursuant to Article II, clause 2 and 3 is established when the Customer (in the case of a legal entity, in the manner and by the person in accordance with legal regulations) accepts a signed written order and it is confirmed by TBS. The content of the contract is determined by the confirmed order, these Terms and Conditions, or, where applicable, by special conditions attached to the order as its integral component.

3) By signing a travel contract according to clause 1 of this article or by taking over the signed order according to clause 2 of this article, the Customer confirms that he knows the entire content of the contract and agrees with it, furthermore that he received all appendices that comprise integral components of the contract and that

he acknowledges and accepts all the contractual conditions.

4) By signing the travel contract according to clause 1 of this article or by confirming the Customer's order according to clause 2 of this article, TBS undertakes to secure the services in the agreed scope and quality and in accordance with the negotiated conditions.

Article IV – PRICE AND PAYMENT TERMS

1) TBS has the right to receive payment for services prior to their provision, and the Customer is obliged to pay TBS the price of the services (deposit and 100 % of the price) prior to their provision and in the amount and under the terms established in this article of the Terms and Conditions, to the bank account of TBS according to the form (in cash, by credit card or bank transfer) agreed on prior. Depending on the form of payment, the price of the services is deemed to have been settled either on the day payment for 100 % of the set price of services is received in cash or on the day the payment is credited to the bank account of TBS. Should the Customer breach this obligation, TBS has the right to withdraw from the contract, wherewith its right to compensation for damage is not affected.

2) Unless otherwise agreed by the contractual parties, the amount of the deposit and the payment schedule shall be determined in this manner:

a) with tours at home and abroad according to Article II, clause 1, the Customer is obliged to pay a deposit of at least 50 % of the total price; the Customer is obliged to pay the remainder of the price at least 30 days prior to the tour; in the event a contractual relationship is established less than 30 days prior to the tour, the Customer is obliged to pay 100 % of the set price.

b) with separate services according to Article II, clause 2, the Customer is obliged to pay 100 % of the price of the ordered services when the contractual relationship is established, i.e. when the order is confirmed.

c) with services for entrepreneurs according to Article II, clause 3, TBS has the right to charge the Customer a fee according to clause 3 of this article when the order is submitted; the Customer is obliged to pay a deposit of at least 50 % of the total price when the order is confirmed by TBS (establishment of contractual relationship); the Customer is obliged to pay the remainder of the price at least 30 days prior to the provision of services; in the event the contractual relationship is established less than 30 days prior to the provision of services, the Customer is obliged to pay 100 % of the set price when the order placed by the Customer is confirmed; the conditions specified in this point apply unless specified otherwise by the contractual parties.

3) For processing orders for services for entrepreneurs according to Article II, clause 3, TBS has the right to charge the Customer a fee of CZK 500 per person, though a maximum of CZK 3000, when the order is placed, and the Customer is obliged to pay that fee. In the event a contract with the Customer is concluded after the order has been processed, TBS is obliged to apply the full amount of the charged fee to the deposit, or, alternatively, to the total price of the ordered and confirmed services.

4) TBS has the right to raise the price of the travel-related services listed in the contract by means of a unilateral act in the event there is an increase in:

a) the price of transport including the cost of fuel, or

b) payments related to transport, e.g. airport or port taxes, which are included in the price of services, or

c) the exchange rate of the Czech crown (CZK) used to establish the price of services increases by more than 10 % on average for a tour according to Article II, clause 1, provided this change occurs up to 21 days before the beginning of tour; TBS is obliged to send written notification of such a change in the price of services to the Customer at its residence/headquarters or to another contact address stated by the Customer in the travel contract at least 21 days before the beginning of the tour; the Customer is obliged to pay the difference between the increase and the price of the tour listed in the travel

contract within 5 days of notification; should the Customer breach this obligation, TBS has the right to withdraw from the contract, where-with its right to compensation for damages is not affected.

d) the exchange rate of the Czech crown used to establish the price of services by more than 10 % on average for services according to Article II, clauses 2 and 3, provided this change occurs up to the 10th day before services are to be provided; TBS is obliged to send written notification of such a change in the price of services to the Customer at its residence/headquarters or to another contact address stated by the Customer in the travel contract at least 21 days before the tour is to begin; the Customer is obliged to pay the difference in the price of the tour listed in the travel contract within 3 days of notification; should the Customer breach this obligation, TBS has the right to withdraw from the contract, where-with its right to compensation for damages is not affected.

Article V – RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1) The Customer's basic rights include, in particular:

- a) the right to due provision of the contractually negotiated and paid services,
- b) the right to demand from TBS information concerning all known circumstances that affect the contractually negotiated and paid services,
- c) the right to be notified of any eventual changes in the contractually negotiated services,
- d) the right to withdraw from the contract at any time prior to the commencement of the provision of services in accordance with Article VIII,
- e) the right to submit claims for inadequate provision of services,
- f) the right to the protection of personal data and information on travel destinations that are contained in the contract or in other documents from unauthorized persons,
- g) with tours, the right to be provided, in writing and at least 7 days before the tour begins, further detailed information about all circumstances that are important to the Customer and are known to TBS, provided such information is not already contained in the travel contract,
- h) with tours, the right to notify TBS in writing that another person listed in the notification will participate in the tour instead of him; however, the Customer may exercise this right only up to 30 days before the tour begins, after that term has lapsed the Customer's right expires; in the event the Customer exercises this right to change a tour participant, he is obliged to observe the procedure according to clause 2, letter n) of this article.

2) The Customer's basic obligations include, in particular:

- a) the obligation to provide TBS the cooperation necessary for the due securing and provision of services, chiefly to provide truthful and complete information requested in the travel order, including any changes relating to the said information, and to submit additional documents (visa applications, photographs, etc.) according to requests from TBS,
- b) the obligation to provide adult accompaniment and supervision for individuals under the age of 15, and, similarly, to provide accompaniment and supervision for individuals whose state of health requires it,
- c) the obligation to submit the consent of the legal guardian in the event a Customer between the ages of 15 and 18 uses services without the said guardian's accompaniment and supervision,
- d) the obligation to notify TBS of foreign participants,
- e) the obligation to pay the price of services in accordance with Article IV,
- f) the obligation to inform TBS without undue delay of the Customer's position on eventual changes in the conditions and content of negotiated services,
- g) the obligation to take over from TBS the documents needed to take advantage of services and to come to the determined location (departure location, etc.) at the set time with all the required documents,
- h) if a component of the services is a stay or transport abroad, the obligation to have all the required documents for entering the destination and transit countries (valid passports, visa, health insurance documentation if required, etc.), and foreigners are obliged to obtain

information on visa requirements from the representative authority or embassy of the country (or countries) they are traveling to and to obtain the required visas,

i) the obligation to follow the instructions of the tour guide or other individuals designated by TBS, and to adhere to the established program and comply with the laws of the visited country, including the regulations of transport and accommodation providers,

j) the obligation to satisfy vaccination requirements or other health requirements for trips to countries for which there are established international regulations,

k) the obligation to conduct himself so as to avoid causing damage to the health or property of other customers, contractors or TBS, and to pay any eventual compensation for damage caused by him,

l) the obligation to submit eventual claims against the providers of services in an appropriate and timely manner according to Article X,

m) in the event of withdrawal from the contract, the Customer is obliged to notify TBS of its withdrawal from the contract and to pay compensation according to Articles VIII and IX,

n) in the event the Customer exercises his right to notify of a change in the participant of a tour according to clause 1, letter h) of this article, he is obliged to:

- conduct the notification in writing and send it by registered mail to the address of TBS

- to include with the notification a statement, with a certified signature, from the new Customer declaring that he agrees with the concluded travel contract

- to include with the notification a statement, with a certified signature, from the new Customer that he meets the conditions set for participation in the tour, provided such conditions are defined in the travel contract

In the event of changes in the person participating in the tour according to this provision, both the original and new Customer are jointly and inseparably responsible for paying the price of the tour and for compensating any costs incurred to TBS in connection with the change of Customer.

3) Additional obligations for Customers – legal entities party to the contractual relationship the subject of which is described in Article II – include:

a) the obligation to inform its participants of these General Terms and Conditions as well as of additional information it receives from TBS, and especially to inform them of the scope and quality of the services,

b) the obligation to ensure that all participants have fulfilled the Customer's fundamental obligations which require their cooperation and which can only be fulfilled by individual participants,

c) the obligation to name a group leader in the event no accompanying tour guide is secured on the basis of agreement with TBS. The said leader shall ensure the due provision of services from contractors and see to it that the program of services is fulfilled,

d) the obligation to submit to TBS beforehand a list of the participants, including the full birth dates of children and the name of the person responsible for their accompaniment and supervision according to Article V, clause 2, letter b).

e) in cases where the subject of the contractual relationship is a tour, the obligation to inform the participants of the tour with the insurance document he obtained according to Article VI, clause 4.

Article VI – OBLIGATIONS AND RIGHTS OF TBS

1) Relating to the Customer's rights and obligations in Article V are the corresponding rights and obligations of TBS;

2) TBS is obliged to inform the Customer, truthfully and duly, of all circumstances relating to negotiated services that are important for the Customer and known to TBS;

3) TBS is not obliged to provide the Customer services beyond the scope of services that was confirmed and paid for beforehand;

4) TBS is obliged to have concluded an insurance policy for the case of insolvency according to Act 159/1999 Coll., as amended, based on which the Customer with whom TBS has concluded a travel contract according to Article III, clause 1 is entitled to indemnity in the event of an insurance event. In these cases, TBS is obliged to hand over to Customers concurrently with the travel contract a document from the

insurer containing information on the concluded insurance, namely the insurer's name, the insurance conditions, and how to notify of an insurance event. The Customer confirms he has taken over this document by signing the travel contract.

Article VII – CANCELLATION OF AND CHANGES IN NEGOTIATED SERVICES

1) Cancellation of negotiated services.

a) TBS is obliged to cancel a tour or separate services or services for entrepreneurs prior to their provision if it can not fulfill the terms of the contract for any reason.

b) If TBS cancels services according to letter a) of this clause, the Customer has the right to require that, based on a new contract, TBS provide services at least in the same quality as that in the original contract, provided TBS can offer such services. Should no new contract be concluded, TBS is obliged to return to the Customer without undue delay all the deposits it received to cover the price of services under the canceled contract and the Customer is not obliged to pay cancellation fee. Should a new contract be concluded, payments realized based on the original contract shall be considered payments according to the new contract. If the price of new services is lower than the payments realized prior, TBS is obliged to return the difference to the Customer without undue delay.

c) TBS also has the right to cancel travel-related services that are the subject of the contractual relationship according to Article II as a consequence of unavoidable circumstances it could not prevent despite exerting every effort to prevent such circumstances from occurring that can be reasonably expected of it.

d) If TBS cancels a tour for reasons other than those listed in the provisions of letters a) through c) of this clause in less than 20 days before the term or commencement, it is obliged to pay the Customer a fine of 10 % of the price of the tour.

2) Changes in negotiated services before commencement of the provision of services.

If circumstances occur that prevent TBS from providing the travel-related services according to the established and contractually negotiated conditions, and TBS is thereby forced to change the conditions of the contract before the services are to be used, TBS is obliged to notify the Customer of those changes without undue delay and to suggest a change in the contract. Should the suggested change in the contract also lead to a change in the price of services, TBS is obliged to list the new price in the draft of the modified contract. The Customer has the right to decide whether he agrees with the modified contract or whether he will withdraw from the contract.

a) Should the Customer fail to withdraw from the new contract within 5 days of receipt, he is deemed to have agreed with the change. Should the change in the contract lead to an increase in the price of travel-related services, the Customer is obliged to pay TBS the difference in the price of travel-related services within 5 days of receipt of the draft of the modified contract. Should the Customer breach its obligation to pay the difference in the price of services, TBS has the right to withdraw from the contract, wherewith TBS's right to compensation for damages is not affected. If the change in the contract leads to a reduction in the price, TBS is obliged to reduce the supplementary payment of the total price of travel-related services if it has not been paid by the Customer, or to return the difference in the price of travel-related services if the Customer has already paid the total price of the services.

b) Should the Customer disagree with the change the contract and therefore withdraw from the contract within 5 days of receiving the draft of the modified contract, he has the right to ask TBS to provide other travel-related services of the same or higher quality than in the original contract under a new contract, provided TBS can offer such services. Should no new contract be concluded, TBS is obliged to return to the Customer without undue delay all the deposits it received from him as payment of the price of travel-related services under the canceled contract, and the Customer is not obliged to pay compensation. Should a new contract be concluded, the payments realized according to the original contract are deemed as payments under the new contract. If the price of the new travel-related services is lower than the already realized payments, TBS is obliged to return the difference to the Customer without undue delay.

3) Changes to negotiated services during the course of a tour or while services are being used.

a) Should TBS fail to provide, duly and in a timely manner, the travel-related services that are the subject of the contractual relationship with the Customer, or a considerable part of those services, after a tour has begun or while the services are being used, or should TBS discover that it will not be able to duly provide to the Customer the services or a considerable part of the services to which it was bound under contract, TBS is obliged to, without undue delay and free of charge, implement measures enabling the tour to continue or, if applicable, measures enabling the Customer to continue to use the services, and is particularly obliged to secure a substitute program and services of a scope and quality the same or comparable to the originally negotiated conditions, and is concurrently obliged to ensure that the purpose of the services is attained and the focus of the trip is maintained as closely as possible.

b) Should it be impossible to secure the continued use of services other than through travel-related services of a lower quality than those listed in the contract, TBS is obliged to return the difference in price to the Customer.

c) Should it be impossible to secure the use of services any other way than through the provision of travel-related services of a quality lower than those listed in the contract and the Customer rejects that option, TBS is obliged to return the difference in price to the Customer without undue delay.

4) Changes to the contractual conditions according to the Customer's wishes.

At the request of the Customer, TBS will, if possible or if these Terms and Conditions do not stipulate otherwise, conduct changes in the conditions agreed in the contract. Conducting such changes is subject to payment of a contractual fee. The fees are always charged per person, including children.

Article VIII – WITHDRAWAL FROM CONTRACT

1) TBS is entitled to withdraw from the contract before commencement of the provision of travel-related services that are the subject of the contractual relationship according to Article II on the grounds of breach of obligations by the Customer. TBS shall send written notification of withdrawal from the contract stating the grounds for withdrawal to the contact address listed in the contract, and withdrawal from the contract shall take effect on the day notification is delivered.

2) The Customer has the right to withdraw from the contract at any time before commencement of the provision of services

a) without stating the reason,

b) if no new contract is concluded under the provisions of Article VII, clause 1, letter. b) or the provisions of Article VII, clause 2, letter b),

c) on grounds of breach of TBS's contractual obligations.

The Customer shall draft and send to TBS's address a notification of withdrawal from the contract, and, in the event of withdrawal from the contract under letter b) of this clause, shall state the grounds for withdrawal. Withdrawal from the contract takes effect the day the written notification is delivered to TBS.

3) If the Customer withdraws from the contract for reasons other than breach of TBS's contractual obligations, or if TBS withdraws from the contract before commencement of provision of services on grounds of breach of the Customer's obligations, the Customer is obliged to pay the amount of compensation stipulated in Article IX, and TBS is obliged to return to the Customer everything it received from him as payment of the price of the services according to the canceled contract.

4) If the grounds for the Customer's withdrawal from the contract is TBS's breach of obligations set by the contract, or if no new contract is concluded under clause 2, letter b) of this article, TBS is obliged to return to the Customer without undue delay everything it received from him as payment of the price of the services according to the canceled contract, whereas TBS is not obliged to pay the Customer compensation.

Article IX – COMPENSATION FOR CANCELLATION

1) Should TBS withdraw from a contract concluded with the Customer

according to Article III, clause 1 before commencement of the provision of travel-related services on grounds of breach of obligations by the Customer, TBS is entitled to demand compensation for cancellation and the Customer is obliged to pay it. The amount of the cancellation fee is either a fixed amount identical to the actual costs incurred, or, as the case may be, a percentage of the pre-set price according to clause 2 of this Article.

2) Should the Customer withdraw from a contract the subject of which is a contractual relationship according to Article II, the Customer is obliged, unless stipulated otherwise, to pay cancellation fees (cancel fees) amounting to 100 % of the set price.

3) "Pre-set price" is understood as the sale price including the facultative services bought by all the participants. The pre-set price does not include any special discounts provided by TBS.

4) "Actual costs" is understood as TBS's operating costs and any contractually negotiated or legally required compensation for domestic and foreign service suppliers.

5) TBS has the right to subtract the cancellation fee from the paid deposits or the paid price.

6) In determining the number of days decisive for calculating compensation, the day the withdrawal from the contract took effect is included in the number of days. The day of departure is not included in the number of days.

Article X – CLAIMS

1) In the event the services negotiated in a valid contract with TBS are not provided in the appropriate quality or are not provided at all, the Customer is entitled to a claim.

2) The Customer is obliged to enforce claims without undue delay so rectification can be negotiated, if possible, at the location the services are provided, with the tour guide or another representative designated by TBS. If the Customer does not bring attention to the problem and does not try to resolve it on the spot, he is not entitled to a discount. The Customer may submit claims either orally or in writing. In the event a claim is submitted orally and is not accommodated in full immediately, the tour guide or other worker designated by TBS is obliged to document the claim in writing, including the dates, subject of the claim, and, if necessary, the stance of the relevant individuals, etc. The Customer is obliged to provide the necessary cooperation to resolve the claim. In the event the Customer uses services without the presence of a tour guide or another worker designated by TBS and the provided service is inadequate, the Customer is obliged to enforce its claims against service suppliers in the Czech Republic or abroad in an appropriate and timely manner.

3) Should circumstances whose occurrence, course or result were not due to the will, activities or procedures of TBS (*vis major*), or circumstances caused by the Customer which resulted in the Customer not using the services that were ordered and paid for by him and secured in part or in full by TBS, the Customer is not entitled to a refund or discount on the price.

Article XI – INSURANCE

1) The Customer has the option of closing a personal insurance policy for trips and stays, including insurance for cases where costs are incurred to the Customer in connection with withdrawing from the contract. TBS can facilitate such insurance upon request.

2) In negotiations concerning insurance claims, the insurer and the Customer have a direct relationship, and TBS has no authorization to assess the existence of, or the amount of, claims exercised from that relationship.

Article XII – SPECIAL PROVISIONS

1) By signing a travel contract according to Article III, clause 1 or signing an order according to Article III, clauses 2 and 3, the Customer expresses his consent to allow TBS to process protected data about the Customer, pursuant to the provisions of Section 5, article 2 et seq. of Act 101/2000 Coll. in the following scope: name and surname, date of birth or birth ID number, residential address and e-mail address, or another contact address specified by him.

2) TBS is authorized to process personal information provided about the Customer for the purpose of offering services provided or arranged by TBS and for acquisition activities, for this purpose the

Customer's name, surname and address may be used. TBS is further authorized to process and collect details of the Customer's e-mail address also for the purpose of conveying commercial messages according to Act 480/2004 Coll. on some information company services, as amended.

3) TBS is authorized to keep personal information provided about the Customer for a period of five years, and is obliged to destroy that information once the five-year period has expired.

4) TBS or a processor registered by the Office for the Protection of Personal Data is authorized to process personal information provided about the Customer pursuant to Section 16 of the cited act, and that information may only be made available to employees of TBS who process personal data, handle claims, and process accounting operations – payment for provided services, and furthermore to employees authorized by the processor.

5) In processing personal information about the Customer, TBS is obliged to take care that the Customer's rights are not infringed, particularly the right to protection of human dignity, and to take care that he is protected from invasion of privacy by unauthorized individuals.

6) The Customer has the right to withdraw his consent to processing his personal data according to this article at any time in writing. In the case of processing, collecting, and using the details of the Customer's e-mail address, the Customer has the right to decline consent to the use of his e-mail address with every sent message via a statement in the commercial messages of TBS according to the cited Act 480/2004 Coll., as amended.

7) The customer has the right to access to personal information, the right to correction of personal information, as well as other rights according to Section 21 of the cited Act 101/2002 Coll., as amended.

Article XIII – INSURANCE AGAINST INSOLVENCY

For the services according to Article II, clause 1 TBS is duly insured for the case of insolvency, in the scope and under the conditions established by Act 159/1999 Coll. and by an insurer that has, according to a special regulation, been granted a license to insure in accordance with this Act.

Article XIV – FINAL PROVISIONS

These General Contractual Terms and Conditions take effect and come into force on November 21, 2006.