

**FINANCIJSKA AGENCIJA**

OIB: 85821130368

Mažuranićevo šetalište 24b

21000 Split

Hrvatska

Nadležni trgovački sud u Splitu

Poslovni broj spisa St-273/2022

**FINANCIJSKA AGENCIJA**  
RC SPLIT

23-06-2022

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE

KLASA  
UR. BROJ

122-11/22-20/52  
27-22-22-329

**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime/tvrtka ili naziv : POWER VOYAGES D.O.O.

OIB : 80916195836

Adresa/sjedište: PUT SUPAVLA 21B, 21000 SPLIT

**PODACI O DUŽNIKU:**

Ime i prezime/ tvrtka ili naziv : BRODOSPLIT D.D.

OIB : 18556905592

Adresa/sjedište : PUT SUPAVLA 21, 21000 SPLIT

**PODACI O TRAŽBINI:**

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi):

Ugovor o pružanju konzultantskih usluga od 5.7.2019. godine (Consulting services agreement 05.07.2019), Sporazum o raskidu Ugovora o pružanju konzultantskih usluga od 15.11.2019. godine (Agreement on termination of the Consulting Services Agreement dated 15.11.20219), Računi za izvršenu uslugu, Ugovor o preuzimanju duga H60 od dana 31.1.2020. godine,

Iznos dospjele tražbine: **186.360,18 kn**

Glavnica: 159.886,99 kn

Kamate: 26.473,19 kn

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka: 0,00 kn

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Ispis otvorenih stavaka na 31.05.2022., ugovor o preuzimanju duga H60, obračun zateznih kamata, Računi za izvršenu uslugu br. 5/E100/344507 od 31.12.2019., i br.7/E100/344507 od 31.12.2019. godine, Ovjereni prijevod ugovora i sporazuma

Vjerovnik raspolaže ovršnom ispravom DA/NE za iznos 0,00 (kn)

Naziv ovršne isprave :

**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

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Dio imovine na koji se odnosi razlučno pravo

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Iznos tražbine \_\_\_\_\_ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje **ODRIČEM / NE ODRIČEM**

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

**PODACI O IZLUČNOM PRAVU:**

Pravna osnova izlučnog prava

---

Dio imovine na koji se odnosi izlučno pravo

---

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

Mjesto i datum  
Split, 18.06.2022

Potpis vjerovnika  
**POWER VOYAGES d.o.o.**  
za turizam i ugostiteljstvo,  
turistička agencija  
SPLIT

IZVOD OTVORENIH STAVKI NA DAN 31.5.2022

Period: 01.01.2021 - 31.05.2022  
Poduzeće: E100, POWER VOYAGES D.O.O.  
Konto: 11814812, BRODOGRAĐEVNA INDUSTRIJA SPLIT DIONIČKO DRUŠTVO

| Vrsta knjž. | Opis                 | Vezni br. | Originalni račun | Datum dok. | Dospijeće | Saldo      |
|-------------|----------------------|-----------|------------------|------------|-----------|------------|
| 101         | Ugovor o preuzimanju | H/60      |                  | 20200131   | 20200331  | 159.886,99 |
|             |                      |           | UKUPNO:          |            |           | 159.886,99 |

Potpis i pečat odgovorne osobe:

**POWERVOYAGES d.o.o.**  
za turizam i ugostiteljstvo,  
turistička agencija  
SPLIT

**XB AHTS HERO SHIPPING INC.**, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands

(u daljnjem tekstu – Dužnik)

**Div Cruises d.o.o.**, Put Supavla 21/b, 21000 Split, Hrvatska, OIB: 80916195836

(u daljnjem tekstu – Vjerovnik)

**BRODOSPLIT d.d.**, Put Supavla 21, 21000 Split, Hrvatska, OIB: 18556905592

(u daljnjem tekstu – Preuzimatelj duga)

Zaključuju dana 31.01.2020.

### **UGOVOR O PREUZIMANJU DUGA H60**

#### **Članak 1.**

Ugovorne strane suglasno utvrđuju kako na dan sklapanja ovog Ugovora Dužnik prema Vjerovniku ima postojeću obvezu temeljem računa 5 i 7/E100/344507 u ukupnom iznosu od 1.210.000,00 eur (8.999.868,68 kn).

#### **Članak 2.**

Sklapanjem ovog Ugovora Preuzimatelj u potpunosti preuzima dug Dužnika prema Vjerovniku temeljem računa, čime Preuzimatelj stupa na mjesto Dužnika, a on se oslobađa duga prema Vjerovniku, a između Preuzimatelja i Vjerovnika nastavlja postojati ista obveza koja je do tada postojala između Dužnika i Vjerovnika. Preuzimatelj duga podmiriti će obvezu vjerovniku u roku od 60 dana od dana sklapanja ovog Ugovora.

#### **Članak 3.**

Stavljanjem svog potpisa na ovaj Ugovor Vjerovnik potvrđuje kako u cijelosti pristaje na ovaj Ugovor.

#### **Članak 4.**

Ovaj Ugovor stupa na snagu potpisom ugovornih strana.

#### **Članak 5.**

Ovaj Ugovor sastavljen je u tri (3) istovjetna primjerka i to za svaku stranu po jedan (1) primjerak.

#### **Članak 6.**

Ugovorene strane su suglasne da eventualni spor iz ovog Ugovora rješavaju sporazumno ili, u protivnom, kod Trgovačkog suda u Zagrebu.

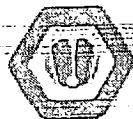
VJEROVNIK:

**CRUISES d.o.o.**  
izam i ugostiteljstvo,  
turistička agencija  
SPLIT

**XB AHTS Hero Shipping Inc.**  
Marshall Islands  
Reg. no. 61825  
Incorporated 3.6.2013.

PREUZIMATELJ DUGA:

 **BRODOGRAĐEVNA INDUSTRIJA SPLIT**  
dioničko društvo, Split

**BRODOSPLIT****POWER VOYAGES D.O.O.**

PUT SUPAVLA 21/B. 21000 SPLIT. HRVATSKA

Tel: +385 21 392202 Fax: +385 21 382648

Reg. No: 80916195836

VAT No: HR80916195836

Mail: uprava@brodosplit.hr

**XB AHTS HERO SHIPPING INC**

AJELTAKE ROAD, AJELTAKE ISLAND

96960 MAJURO

REPUBLIKA MARŠALOVİ OTOCI

VAT No: HR87820609933

Re. No.: 87820609933

Invoice No :7 /E100/344507

Date: 31.12.2019 Time: 15:41:27

Internal number : U 1138

Contract: 15.11.2019

Due date: 1.3.2020

Date of delivery: 31.12.2019

| Pos          | Description                                                                               | QTY   | Unit | Price/HRK    | Value/EUR  | Value/HRK    |
|--------------|-------------------------------------------------------------------------------------------|-------|------|--------------|------------|--------------|
| *1           | SENSUAL FEE FOR TERMINATION OF AGREEMENT<br>BY THE ARTICLE 3. OF AGREEMENT ON TERMINATION | 1,000 |      | 5.433.083,40 | 730.000,00 | 5.433.083,40 |
| Total :      |                                                                                           |       |      |              | 730.000,00 | 5.433.083,40 |
| Total VAT:   |                                                                                           |       |      |              | 0,00       | 0,00         |
| Total value: |                                                                                           |       |      |              | 730.000,00 | 5.433.083,40 |

NE PODLIJEŽE OPOREZIVANJU PREMA ČL.17.ST.1.ZAKONA O PDV-U: TAX REVERSE CHARGE

\*NE PODLIJEŽE OPOREZIVANJU PREMA ČL.17.ST.1.ZAKONA O PDV-U: TAX REVERSE CHARGE

Payment: **BANK ACCOUNT**

Note:

POWER VOYAGES d.o.o.  
za turizam i agencije  
turistička agencija  
SPLIT

**BRODOSPLIT****POWER VOYAGES D.O.O.**

PUT SUPAVLA 21/B, 21000 SPLIT, HRVATSKA

Tel: +385 21 392202 Fax: +385 21 382648

Reg. No: 80916195836

VAT No: HR80916195836

Mail: uprava@brodosplit.hr

**XB AHTS HERO SHIPPING INC**

AJELTAKE ROAD, AJELTAKE ISLAND

96960 MAJURO

REPUBLIKA MARŠALOV I OTOCI

VAT No: HR87820609933

Re. No.: 87820609933

Invoice No :5 /E100/344507

Date: 31.12.2019 Time: 18:03:24

Internal number : U 1136

Contract: 05.07.2019

Due date: 29.2.2020

Date of delivery: 31.12.2019

| Pos     | Description                                                                         | QTY   | Unit | Price/HRK    | Value/EUR  | Value/HRK    |
|---------|-------------------------------------------------------------------------------------|-------|------|--------------|------------|--------------|
| *1      | CONSULTING SERVICES FROM 05.07.2019<br>TO 31.12.2019 BY THE ARTICLE 2. OF AGREEMENT | 1,000 |      | 3.572.438,40 | 480.000,00 | 3.572.438,40 |
| Total : |                                                                                     |       |      |              | 480.000,00 | 3.572.438,40 |

Total VAT: 0,00 0,00  
Total value: 480.000,00 3.572.438,40

NE PODLIJEŽE OPOREZIVANJU PREMA čl.17.ST.1.ZAKONA O PDV-U: TAX REVERSE CHARGE

\*NE PODLIJEŽE OPOREZIVANJU PREMA čl.17.ST.1.ZAKONA O PDV-U: TAX REVERSE CHARGE

Payment: **BANK ACCOUNT**

Note:

POWER VOYAGES D.O.O.  
za turizam i ugostiteljstvo,  
turistička agencija  
Issued by: MARIJA PENAVA  
SPLIT

Registered at: Commercial Court Split

Bank: ZAGREBAČKA BANKA D.D.

IBAN: HR4423600001102727879

Bank: ZAGREBAČKA BANKA D.D.

Swift: ZBAHR2X

Share capital: 20.000,00

Board: TOMISLAV DEBELJAK

OBRAČUN KAMATA NA OTVORENE STAVKE

| Period<br>Od | Do         | Iznos         | Promjena | Osnovica za<br>obračun kamate | Broj<br>dana | Kamatna stopa |      | Proporcionalni<br>koeficijent | Iznos<br>kamate |
|--------------|------------|---------------|----------|-------------------------------|--------------|---------------|------|-------------------------------|-----------------|
| 31.3.2020    | 30.6.2020  | 159.886,99 kn |          | 159.886,99 kn                 | 92,00        | god.          | 8,11 | 0,020386                      | 3.259,42        |
| 1.7.2020     | 31.12.2020 |               |          | 159.886,99 kn                 | 184,00       | god.          | 7,89 | 0,039666                      | 6.342,01        |
| 1.1.2021     | 30.6.2021  |               |          | 159.886,99 kn                 | 181,00       | god.          | 7,75 | 0,038432                      | 6.144,70        |
| 1.7.2021     | 31.12.2021 |               |          | 159.886,99 kn                 | 184,00       | god.          | 7,61 | 0,038363                      | 6.133,70        |
| 1.1.2022     | 20.5.2022  |               |          | 159.886,99 kn                 | 140,00       | god.          | 7,49 | 0,028729                      | 4.593,36        |
|              |            |               |          |                               | 781,00       |               |      |                               | 26.473,19       |

Ukupan iznos za platiti:

26.473,19

Glavnica i kamate

186.360,18 kn

Potpis i pečat odgovorne osobe:  
**POWER VOYAGES** d.o.o.  
 za turizam i ugostiteljstvo,  
 turistička agencija  
 SPLIT

**XB AHTS Hero Shipping Inc**, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, (hereinafter referred to as "Owner") represented by the director Vedrana Debeljak,

and

**DIV CRUISES Ltd**, Put Supavla 21/B, Split, EU VAT: 80916195836, (hereinafter referred to as "DIV Cruises"), represented by member of the Management Board Vedrana Debeljak

Owner and DIV Cruises hereinafter referred to as the Contracting Parties collectively or individually Contracting party

Split, 5 July, 2019

## **CONSULTING SERVICES AGREEMENT**

(hereinafter: Agreement)

### Determination of Contracting Parties and Subject of this Agreement

#### Article 1.

The Contracting Parties agree that DIV Cruises will provide the services referred to in Article 2 of this Agreement. This Agreement shall regulate the Contracting Parties mutual rights and obligations related to the provision of services to the Owner by the Div Cruises.

### Obligations of DIV Cruises

#### Article 2.

(1) DIV Cruises undertakes to perform the following services for the Owner:

- establishing and governing strategic leadership in positioning, promoting and marketing of the sailing passenger vessel still under construction in the shipyard BRODOSPLIT JSC and named BRODOSPLIT 483 (the Vessel) in world cruise industry. It includes work on defining of level of luxury, demographic, operating areas, inclusions, adventure / specialists, themes etc.
- setting of routes to market – close communication with travel companies, cruise specialists, papers & periodicals, web
- preparation and attendance on consumer cruise shows, industry shows
- monitoring of competitors activities and market changes.
- finding potential agents and agencies in order to include the Vessel in their marketing and selling of ship's cruise capacities.
- recruiting agents for the sale of the cruises on the Vessel; organization and ensuring the attendance of specialized agents and travel agencies and/or journalists to promotional cruises
- sending and organization of the promotional material provided or approved by the Owner, support for agents and potential cruise charter companies

- performing promotional activities in order to familiarize agents and guests of the cruises and potentially of the ship through the media
- chartering out the Vessel to a charterer acceptable to the Owner and the terms satisfactory to the Owner
- performing all the other tasks within its competence which are entrusted to it by the Owner.

DIV Cruises undertakes to perform all tasks professionally, conscientiously, diligently, in a timely and quality manner, by making available all the professional potential to the Owner, and to protect the Owner's good reputation, in compliance with all the professional and disciplinary rules that arise from the organization of work and rules of profession, as well as adherence to the instructions and internal rules of the Owner.

- (2) DIV Cruises undertakes to carefully keep the documents and other items which have been put at disposal to him by the Owner, whereby he is obliged to return those at the first request of the Owner.
- (3) DIV Cruises undertakes to ensure that its tasks are performed according to the contractual obligations.
- (4) DIV Cruises is obliged to notify the Owner of any foreseeable constraint in the performance of its obligations prior to their occurrence, and inform about all the obstacles that could not be anticipated in advance in the shortest possible time, at the latest by the end of the day during which the obstacle occurred.
- (5) DIV Cruises undertakes to sell minimum 150 cruising days per calendar year for the Vessel.
- (6) The Contracting Parties agree that the Owner will be the exclusive owner of all reports, data, estimations, analysis or other results of the work performed by the Div Cruises under this Agreement.

#### Obligations of Owner

##### Article 3.

- (1) The Owner undertakes to keep the Vessel insured, maintained, fully classed and compliant with relevant rules and regulation of the Classification Society and Flag State, properly manned and MLC compliant.
- (2) The Parties have agreed that the Vessel will be available to the DIV Cruises not later than 1<sup>st</sup> December 2019 (hereinafter Availability Date) in port of Split, Croatia, ready to receive and accommodate passengers and shall be tidy, staunch, strong, fully fuelled and in every way fit for her intended use.

#### Remuneration

##### Article 4.

- (1) For performance of DIV Cruises' services under this Agreement, the Owner undertakes to pay to DIV Cruises annual fee of EUR 480.000 (in words: four hundred and eighty thousand euro) to the bank account designated by DIV Cruises.
- (2) The remuneration referred to in the preceding paragraph of this Article is payable on the basis of an invoice issued by the DIV Cruises on last day of business calendar year for

services provided in the previous year under this Agreement and is due on the 60<sup>th</sup> day of the date of invoice.

- (3) The remunerations under this paragraph include all taxes, expenses and contributions or other benefits related to the provision of services by the DIV Cruises under this Agreement which the DIV Cruises undertakes to bear on its own.

#### Duration of Agreement Article 5.

- (1) This Agreement shall be concluded for 10 (ten) years.
- (2) Each Contracting Party may denounce this Agreement by written notice delivered to the other Contracting Party.
- (3) The notice period for both parties is 2 (two) years and begins to run from the moment the notice of cancellation of this Agreement has been sent to the other party.
- (4) Either party may terminate this Agreement if any of the events of default of the other party occurs with notice of default with immediate effect.

#### Events of default Article 6.

- (1) Owner's default:
  - (i) if any moneys payable by the Owner under this Agreement shall not have been received in DIV Cruises' nominated account within 30 running days upon receipt by the Owner of DIV Cruises' request under this Agreement,
  - (ii) if the Vessel is repossessed by her mortgagee,
  - (iii) if the Owner fails to meet its obligations under this Agreement for any reason within its control,
  - (iv) if the Owner employs the Vessel in the carriage of contraband, blockade running, or in unlawful trade, or on a voyage which in the reasonable opinion of DIV Cruises is unduly hazardous or improper.
- (2) DIV Cruises' default:
  - (i) if DIV Cruises fails to meet its obligations under this Agreement for any reason within its control and fails to remedy it within 30 days after a written request from the Owner to DIV Cruises.
- (3) Either party may terminate this Agreement if any of the following occurs in respect of the other party:
  - (i) it is, or is deemed for the purposes of any applicable law to be, insolvent;

- (ii) it admits its inability to pay all its debts as they fall due;
- (iii) it suspends making payments on its debts generally or announces an intention to do so; or
- (iv) by reason of actual financial difficulties, it begins negotiations with its creditors generally for the rescheduling or restructuring of its indebtedness.

Data Confidentiality  
Article 7.

- (1) The Contracting Parties undertake to keep this Agreement confidential as well as any other document, data and material submitted and made available by other Contracting Party in connection with this Agreement during the term of this Agreement (hereinafter referred to as classified information). In addition to this, the Contractual Parties undertake not to use other Party's classified information except for the purposes contemplated by this Agreement, as well as not to disclose, copy, reproduce or distribute classified information of the other party.
- (2) Obligation of confidentiality shall not include any material or information which at the time of disclosure are generally known or available to the public otherwise than by breach of confidentiality obligations or are obtained from other sources that are not subject to confidentiality and does not apply to the disclosure of confidential information to fulfill legal obligations to competent authorities.
- (3) The Contracting Parties agree that without prior written consent neither Contracting Party shall disclose any information, press releases or notices regarding the existence or subject of this Agreement unless such notification is not prescribed by law or by any other authority in which case the Contracting Party shall consult each other about the content of such notice.
- (4) The obligations of the Contracting Party under this Article shall remain after the termination of this Agreement.

Liquidated Damages  
Article 8.

- (1) DIV Cruises declares and guarantees that he has the necessary knowledge and experience to perform services under this Agreement.
- (2) DIV Cruises shall sell minimum 150 (in words: one hundred and fifty) cruising days per calendar year for the Vessel failing which it shall pay to the owner liquidated damages in the amount of EUR 22.500 (in words: twenty two thousand five hundred euro) for every day less than 150 (in words: one hundred and fifty) cruising day per calendar year upon the Owner's invoice in the amount of accumulated liquidated damages, if any, which invoice shall be paid by way of a set off against the next remuneration due and payable by the Owner pursuant to

Article 4 of this Agreement.

- (3) If the Owner does not make the Vessel available until the Availability Date the Owner will pay to DIV Cruises liquidated damages in the amount of EUR 7.500,00 (in words: seven thousand five hundred) for each day of delay which amount will be due fifteen days upon DIV Cruises invoice in the amount of accumulated liquidated damages.

Notification  
Article 9.

- (1) Any notices to DIV Cruises in connection with this Agreement shall be addressed to:

Put Supavia 21/B, Split, Croatia

Email: office@divcruises.com

Bank: Zagrebačka banka d.d., Trg bana Jelačića 10, 10000 Zagreb, Croatia

IBAN: HR442360001102727879

SWIFT: ZABHR2X

- (2) DIV Cruises undertakes to notify the Owner without delay of any change of the information referred to in paragraph 1 of this Article, failing which it is considered that the Owner has fully met all its obligations under this Agreement if acted in accordance with the information referred to in paragraph 1 of this Article.

Final provisions  
Article 10.

- (1) The Contracting Parties agree that this Agreement constitutes the entire commercial agreement of the Contracting Parties and supersedes and replaces all prior understandings and agreements (oral or written) between the Contracting Parties related to the subject of this Agreement, and such Agreements if concluded shall cease to be valid.
- (2) This Agreement and any subsequent amendments to this Agreement shall be valid only if made in writing.
- (3) The Contracting Parties agree that they have not and shall not make any oral amendments on supporting paragraphs, nor oral agreements to reduce or facilitate the obligations of the Contracting Parties, and such oral amendments shall not be valid.
- (4) This Agreement is drawn up in accordance with the Croatian legislation applicable to it, in particular the provisions of the Law on Obligatory Relations.
- (5) The Contracting Parties agree that all possible disputes arising under or in connection with this Agreement should be resolved by peaceful means.
- (6) The Contracting Parties agree that in the case of dispute, the lawsuit and other written documents in this proceeding will be delivered to the Contracting Party - defendant, to the address of the defendant stated in this Agreement, or in alternative to another address that the defendant indicates to Contracting Party in writing.

- (7) If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the rest of the Agreement shall apply to the fullest extent permitted by law. The Contracting Parties shall without delay agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision, that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.
- (8) Failure to execute any rights granted to the other party under this Agreement shall not be deemed to be a waiver of such parties rights. Any waiver of rights given to the counterparty under this Agreement must be provided expressly and in writing.
- (9) Termination or cancellation of the Agreement does not affect its provisions which expressly or impliedly have effect or continue to apply after termination of this Agreement.
- (10) The subheadings in front of each article are used only for easier and faster reading of the Agreement and do not affect the interpretation of the Agreement.
- (11) The Contracting Parties agree that each party shall bear its costs in connection with the negotiation of this Agreement.
- (12) This Agreement has been executed in 2 (two) original copies, 1 (one) for each of the Contracting Parties.
- (13) This Agreement shall enter into force upon signature of the Agreement by both Contracting Parties and is applied from July 5<sup>th</sup>, 2019.



XB AHTS Hero Shipping Inc  
Vedrana Debeljak, director



DIV – CRUISES Ltd  
Vedrana Debeljak, director

Ovaj prijevod sastoji se od:  
5 stranica / 10 listova  
Broj ovjere: 42 -2022  
Datum: 16.6.2022

## OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

Ugovor o pružanju konzultantskih usluga



XB AHTS Hero Shipping Inc, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Maršalovi otoci, (dalje u tekstu "**Vlasnik**") zastupan po direktorici Vedrani Debeljak,

DIV CRUISES d.o.o, Put Supavla 21/B, Split, OIB: 80916195836, (dalje u tekstu "**DIV Cruises**"), zastupan po članu uprave Vedrani Debeljak

Vlasnik i DIV Cruises, dalje se u tekstu navode kao ugovorne stranke u množini i ugovorna stranka u jednini

U Splitu, Srpanj 2019

## UGOVOR O PRUŽANJU KONZULTANTSKIH USLUGA (dalje u tekstu: Ugovor)

Utvrđivanje ugovornih strana i predmeta ugovora

### Članak 1.

Ugovorne stranke slažu se da će DIV Cruises isporučiti usluge definirane člankom 2. ovog ugovora. Ovim ugovorom se uređuju obostrana prava i obveze ugovornih stranka, a u odnosu na usluge koje će DIV Cruises isporučiti Vlasniku.

Obveze DIV Cruises-a

### Članak 2.

(1) DIV Cruises se obvezuje Vlasniku pružiti slijedeće usluge

- Ustrojiti strateško vodstvo te upravljati istim, u svrhu pozicioniranja, promoviranja i oglašavanja putničkog jedrenjaka, koji je u izgradnji u brodogradilištu BRODOSPLIT d.d., a u svjetskoj industriji brodova za krstarenja vodi se pod imenom BRODOSPLIT 483 (plovilo). To uključuje poslove definiranja razine luksuza, demografije, područja rada, inkluzije, pustolovnih i drugih specijaliziranih i tematski vezanih djelatnosti, itd.
- Postavljanje puta do tržišta — bliska komunikacija s putničkim agencijama, specijalistima kružnih putovanja, vošenje papirologije i hodograma, upravljanje web stranicom
- Priprema za i odlazak na sajmove krstarenja i sve sajmove na kojima se mogu pratiti aktivnosti konkurentskih tvrtki, novosti i izmjena na tržištu.
- Pronalazak potencijalnih agenata i agencija kako bi se Plovilo uključilo u njihove marketinške i prodajne planove, a u svrhu rasprodaje kapaciteta plovila.
- Regruntiranje agenata za prodaju krstarenja na Plovilu; organizacija promotivnih putovanja za specijalizirane prodajne agente, putničke agencije i novinare
- Slanje i izrada promotivnog materijala koje je dostavio i odobrio Vlasnik, podrška agenatima i potencijalnim charter kompanijama za krstaše.
- Priprema promotivnih aktivnosti kako bi se agente, goste i brod promoviralo putem medija.
- Najam plovila subjektu iz charter djelatnosti, a koji je prihvatljiv Vlasniku, pod uvjetima koji zadovoljavaju Vlasnika.
- Obavljanje svih ostalih zadaća svog djelokruga, a za koje ga Vlasnik zaduži

DIV Cruises se obvezuje sve zadaće izvršavati profesionalno, savjesno, marljivo, na vrijeme i kvalitetno, stavljajući svoj puni potencijal na raspolaganje Vlasniku, štiteći dobru reputaciju Vlasnika, u skladu sa svim pravilima dobrog ponašanja i poslovanja, prema pravilima struke, te jamči poštivanje uputa i internih pravila Vlasnika.

- (2) DIV Cruises se obvezuje pažljivo čuvati dokumente koje mu je povjerio Vlasnik te je obvezan iste vratiti čim to Vlasnik zatraži.
- (3) DIV Cruises se obvezuje da će svoje zadaće vršiti u skladu s ugovornim obvezama.
- (4) DIV Cruises se obvezuje obavijestiti Vlasnika ukoliko postoji ikakva zapreka koja bi mogla ograničiti izvršenje njegovih obveza, prije nego do toga dođe, te je obvezan, u najkraćem mogućem roku, obavijestiti Vlasnika o zaprekama koje nije moguće predvidjeti, a najkasnije do kraja dana u kojem se takva zapreka pojavila.
- (5) DIV Cruises se obvezuje prodati najmanje 150 kalendarskih dana godišnje navedenog Plovila.
- (6) Ugovorne stranke su suglasne da je Vlasnik isključivi vlasnik svih izvještaja, podataka, procjena, analiza i ostalih poslovnih rezultata koje DIV Cruises obavlja ovim ugovorom.

#### Obveze Vlasnika

##### Članak 3.

- (1) Vlasnik se obvezuje osigurati plovilo, održavati ga, a sve u skladu s važećim pravilima i propisima Klasifikacijskog društva države pod čijom zastavom plovi, privesti ga svrsi a sve u skladu s Konvencijom o radu pomoraca (MLC).
- (2) Ugovorne stranke su suglasne da će Plovilo DIV Cruises-u biti raspoloživo najkasnije 1. prosinca 2019 (dalje u tekstu Datum raspoloživosti) u luci Split, Hrvatska, spreman za prijem i smještaj putnika te da će biti uredan, ispravan, napunjenog goriva i u svakom smislu spreman za navedenu uporabu.

#### Naknada

##### Članak 4

- (1) Za izvršavanje usluga DIV Cruises-a, koje su predmetom ovog ugovora, Vlasnik se obvezuje DIV Cruises-u platiti godišnju naknadu od 480.000 EUR (riječima: četrsto osamdeset tisuća eura) na bankovni račun DIV Cruises.
- (2) Naknada iz prethodnog stavka ovog članka plativa je po izdavanju računa od strane DIV Cruisesa, zadnjeg dana poslovne godine za usluge sklopljene ovim ugovorom i obavljene u prethodnoj godini, a s rokom dospeljeća od 60 dana od datuma izdavanja računa.
- (3) Naknada iz ovog stavka uključuje sve poreze, troškove i doprinose ili bilo koja druga davanja koja se odnose na isporuku usluga DIV Cruisesa, dogovorenih ovim ugovorom, a kojima podliježe rad DIV Cruises-a.

Trajanje ugovora

Članak 5.

- (1) Ovaj Ugovor sklapa se na vrijeme od 10 (deset) godina.
- (2) Svaka ugovorna stranka može otkazati ovaj ugovor na način da o tome drugu stranku obavijesti pišanim putem.
- (3) Otkazni rok za obje stranke je 2 (dvije) godine i teče od trenutka kada je obavijest o otkazu poslana drugoj strani.
- (4) Svaka od ugovornih stranaka može prekinuti ovaj Ugovor ako druga strana prouzroči povredu bilo koje obveze i pošalje obavijest da je povreda odmah uslijedila.

Neizvršenje obveza i Povrede

Članak 6.

(1) Povrede od strane Vlasnika:

- (i) Ako novac koji je, prema ovom ugovoru, trebao biti uplaćen na račun DIV Cruisesa unutar 30 dana od slanja zahtjeva za isplatu Vlasniku, još nije uplaćen;
- (ii) Ako je plovilo zapljenjeno kao sredstvo hipoteke
- (iii) Ako Vlasnik ne izvrši svoje obveze, a koje su predmetom ovog ugovora, a zbog bilo kojeg razloga na koji je mogao utjecati,
- (iv) Ako Vlasnik plovilo angažira za plovidbu krijumčarenog tereta, proboja morske blokade, nezakonite trgovine ili za plovidbu koja je prema objektivnom mišljenju DIV Cruisesa neopravdano rizična ili neprikladna.

(2) Povrede od strane DIV Cruisesa:

- (i) Ako DIV Cruises ne ispuni obveze iz ovog ugovora zbog bilo kojeg razloga na koji je mogao utjecati te isti ne popravi unutar 30 dana nakon što mu Vlasnik pošalje zahtjev za tim.

(3) Bilo koja ugovorna stranka može prekinuti ovaj ugovor ukoliko se drugoj strani dogodi nešto od navedenog:

- (i) Ako je, ili će zbog primjene bilo kojeg važećeg zakona, postati nelikvidan;
- (ii) Ako prizna nemogućnost plaćanja dospjelih obveza
- (iii) Ako obustavi plaćanje svojih dugova ili samo najavi isto
- (iv) Ako zbog trenutnih financijskih poteškoća, započne pregovarati s kreditorima oko reprograma ili restrukturiranja zaduženosti.

Tajnost podataka

Članak 7.

- (1) Ugovorne stranke se obvezuju na povjerljivost podataka ovog Ugovora, kao i bilo kojeg drugog dokumenta, podatka ili materijala koje su razmjenili i dali na raspolaganje drugoj strani, a koji proizlaze iz ovog ugovora i za svo vrijeme trajanja istog (dalje: povjerljive informacije). Osim toga, ugovorne stranke se obvezuju da neće koristiti povjerljive informacije druge strane, osim za svrhe dogovorene ovim ugovorom, kao i da neće otkriti, kopirati, umnožavati ili distribuirati dalje povjerljive informacije druge strane.

- (2) Obveza na tajnost podataka se ne odnosi na materijale ili informacije koje su javnosti postale poznate na neki drugi način, a ne kršenjem odredbi ovog ugovora ili koje su pristigle iz drugih izvora koji nisu povjerljivi i na koje se ne primjenjuje obveza čuvanja povjerljivih informacija, a u svrhu ispunjenja pravnih obveza prema nadležnim službama.
- (3) Ugovorne strane su suglasne da prije pisane obavijesti niti jedna strana neće otkriti nikakve informacije, priopćenja medijima ili obavijesti vezane za postojanje ovog ugovora ili njegovog predmeta, osim ako se takve informacije traže zakonom ili ako ih traži bilo koja nadležna služba, a tada će se ugovorne strane međusobno savjetovati o sadržaju takve obavijesti.
- (4) Obveze ugovornih strana, propisane ovim člankom, ostaju na snazi i nakon završetka trajanja ugovora.

#### Ugovorna šteta

##### Članak 8.

- (1) DIV Cruises izjavljuje i jamči da posjeduje potrebna znanja i iskustvo za obavljanje usluga koje su predmetom ovog ugovora.
- (2) DIV Cruises će prodati najmanje 150 (riječima: sto pedeset) dana krstarenja u kalendarskoj godini, a ukoliko to ne ispuni, Vlasniku će platiti ugovornu štetu u iznosu od 22.500 EUR (riječima: dvadeset dvije tisuće i petsto eura) za svaki dan manje od 150 (sto pedeset) dogovorenih dana krstarenja u kalendarskoj godini, a prema računu za može bitnu akumuliranu ugovornu štetu kojeg će ispostaviti Vlasnik, a koji će biti podmiren kao prijeboj sa slijedećim računom za naknadu kojeg plaća Vlasnik, kako je definirano člankom 4. ovog ugovora.
- (3) Ukoliko Vlasnik ne osigura dostupnost Plovidla do Datuma raspoloživosti, Vlasnik će platiti DIV Cruises-u ugovornu štetu u iznosu od 7.500,00 EUR (riječima: sedam tisuća petsto) za svaki dan kašnjenja, a s dospeljećem od petnaest dana nakon što DIV Cruises ispostavi račun za ugovornu štetu.

#### Slanje obavijesti

##### Članak 9.

- (1) Bilo koja obavijest koja se šalje DIV Cruises a u svezi ovog ugovora, treba se slati na:  
Put Supavla 21/B, Split, Hrvatska  
E-mail: [office@divcruises.com](mailto:office@divcruises.com)  
Banka: Zagrebačka banka d.d., Trg bana Jelačića 10, 10 000 Zagreb, Hrvatska  
IBAN: HR442360001102727879  
SWIFT: ZABHR2X
- (2) DIV Cruises se obvezuje obavijestiti Vlasnika bez odgode, ukoliko se bilo koja od navedenih informacija iz prethodnog stavka promijeni, uprotivnom će se smatrati da je Vlasnik ispunio sve svoje obveze iz ovog ugovora, ako se ponašao u skladu i pozivao na gore navedene informacije.

#### Završne odredbe

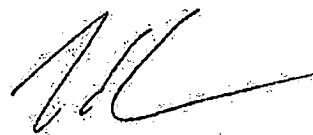
##### Članak 10

- (1) Ugovorne strane se slažu da ovaj ugovor zamjenjuje cijeli komercijalni ugovor ugovornih strana te poništava i zamjenjuje sve prethodne sporazume i dogovore (usmene i pismene) među ugovornim stranama, a koje se odnose na predmet ovog ugovora, i takvi dogovori ako su i sklopljeni prestaju važiti.
- (2) Ovaj ugovor i bilo koji njegovi budući dodatci važiti će samo ako su napravljeni pisanim putem.

- (3) Ugovorne stranke su suglasne da nisu i neće raditi usmene prepravke stavaka ugovora, niti će sklapati usmene dogovore kojima bi umanjili ili olakšali obveze ugovornih stranka, te takvi usmeni dogovori neće se smatrati važećima.
- (4) Ovaj ugovor je sastavljen u skladu s hrvatskim zakonima te se isti na njega i primjenjuju, a posebno odredbe Zakona o obveznim odnosima.
- (5) Ugovorne strane složile su se da za slučaj nesporazuma koji bi mogao proizaći iz ili u svezi s ovim ugovorom, rješenje donesu mirnim putem.
- (6) Ugovorne strane se slažu da za slučaj spora, tužba ili drugi podnesak, dostavlja se ugovornoj strani – tuženiku na adresu koju je naveo u ovom ugovoru, ili na neku drugu adresu o kojoj će tuženik drugu ugovornu stranu obavijestiti pismenim putem.
- (7) U slučaju da se bilo koja odredba ugovora naknadno utvrdi ništetnom, neizvršivom ili nezakonitom, to neće imati učinak na valjanost i/ili mogućnost izvršenja (ispunjenja) bilo koje od preostalih odredaba Ugovora, a koje će se u potpunosti primjenjivati.
- Ugovorne strane se obvezuju da će ništetnu ili neizvršivu odredbu ugovora zamijeniti valjanom, takvom koja će u najvećoj mogućoj mjeri odgovarati ciljevima i svrsi koja se htjela postići odredbom koja se utvrdi ništetnom ili neizvršivom, odnosno poslovnim i ekonomskim ciljevima i svrsi koje su ugovorne strane u cjelini namjeravale postići.
- (8) Ako druga strana ne ispuni bilo koje, ugovorom zagantirano pravo, neće se smatrati da se stranka odrekla tog istog prava. Bilo koje odricanje od prava garantiranog ovim ugovorom, ugovorna stranka mora podnijeti žurno, pisanim putem.
- (9) Završetak ili otkaz ugovora ne odnosi se na odredbe istog koje ostaju na snazi i nakon prestanka važenja ovog ugovora.
- (10) Podnaslovi ispod članka koriste se samo za brže čitanje i snalaženje u ugovoru i ne utječu na njegovo tumačenje.
- (11) Ugovorne strane se slažu da će svaka ugovorna strana snositi troškove u svezi s pregovorima oko ovog ugovora.
- (12) Ovaj ugovor je sastavljen u 2 (dva) originala, od kojih po 1 (jedan) ide svakoj ugovornoj strani.
- (13) Ovaj ugovor stupa na snagu danom potpisa obaju ugovornih strana, a primjenjuje se od 5. srpnja 2019.



XB ATHS Hero Shipping Inc  
Vedrana Debeljak, direktorica



DIV – CRUISES D.O.O.  
Vedrana Debeljak, direktorica

XB AHTS Hero Shipping Inc.  
Marshall Islands  
Reg. no. 61825  
Incorporated 3.6.20a 3.

**DIV CRUISES d.o.o.**  
za turizam i ugostiteljstvo,  
turistička agencija  
SPLIT

Ja, Jelena Tabak, stalni sudski tumač za engleski i talijanski jezik, imenovana rješenjem predsjednika Županijskog suda u Splitu, broj 4SU 483/2018 od 01. Rujna 2018. god., potvrđujem da gornji prijevod u potpunosti odgovara izvorniku sastavljenom na engleskom jeziku.

Br. 42/22  
Split, 16.6. 2022



Jelena Tabak, dipl. lingv

**XB AHTS Hero Shipping Inc, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, (hereinafter referred to as "Owner") represented by the director Vedrana Debeljak,**

**and**

**DIV CRUISES Ltd, Put Supavla 21/B, Split, EU VAT: 80916195836, (hereinafter referred to as "DIV Cruises"), represented by member of the Management Board Vedrana Debeljak**

**Owner and DIV Cruises hereinafter referred to as the Contracting Parties collectively or individually Contracting party**

**Split, 5 July, 2019**

## **CONSULTING SERVICES AGREEMENT** (hereinafter: Agreement)

### **Determination of Contracting Parties and Subject of this Agreement**

#### **Article 1.**

The Contracting Parties agree that DIV Cruises will provide the services referred to in Article 2 of this Agreement. This Agreement shall regulate the Contracting Parties mutual rights and obligations related to the provision of services to the Owner by the Div Cruises.

### **Obligations of DIV Cruises**

#### **Article 2.**

(1) DIV Cruises undertakes to perform the following services for the Owner:

- establishing and governing strategic leadership in positioning, promoting and marketing of the sailing passenger vessel still under construction in the shipyard BRODOSPLIT JSC and named BRODOSPLIT 483 (the Vessel) in world cruise industry. It includes work on defining of level of luxury, demographic, operating areas, inclusions, adventure / specialists, themes etc.
- setting of routes to market – close communication with travel companies, cruise specialists, papers & periodicals, web
- preparation and attendance on consumer cruise shows, industry shows
- monitoring of competitors activities and market changes.
- finding potential agents and agencies in order to include the Vessel in their marketing and selling of ship's cruise capacities.
- recruiting agents for the sale of the cruises on the Vessel; organization and ensuring the attendance of specialized agents and travel agencies and/or journalists to promotional cruises
- sending and organization of the promotional material provided or approved by the Owner, support for agents and potential cruise charter companies

- performing promotional activities in order to familiarize agents and guests of the cruises and potentially of the ship through the media
- chartering out the Vessel to a charterer acceptable to the Owner and the terms satisfactory to the Owner
- performing all the other tasks within its competence which are entrusted to it by the Owner.

DIV Cruises undertakes to perform all tasks professionally, conscientiously, diligently, in a timely and quality manner, by making available all the professional potential to the Owner, and to protect the Owner's good reputation, in compliance with all the professional and disciplinary rules that arise from the organization of work and rules of profession, as well as adherence to the instructions and internal rules of the Owner.

- (2) DIV Cruises undertakes to carefully keep the documents and other items which have been put at disposal to him by the Owner, whereby he is obliged to return those at the first request of the Owner.
- (3) DIV Cruises undertakes to ensure that its tasks are performed according to the contractual obligations.
- (4) DIV Cruises is obliged to notify the Owner of any foreseeable constraint in the performance of its obligations prior to their occurrence, and inform about all the obstacles that could not be anticipated in advance in the shortest possible time, at the latest by the end of the day during which the obstacle occurred.
- (5) DIV Cruises undertakes to sell minimum 150 cruising days per calendar year for the Vessel.
- (6) The Contracting Parties agree that the Owner will be the exclusive owner of all reports, data, estimations, analysis or other results of the work performed by the Div Cruises under this Agreement.

#### Obligations of Owner

##### Article 3.

- (1) The Owner undertakes to keep the Vessel insured, maintained, fully classed and compliant with relevant rules and regulation of the Classification Society and Flag State, properly manned and MLC compliant.
- (2) The Parties have agreed that the Vessel will be available to the DIV Cruises not later than 1<sup>st</sup> December 2019 (hereinafter Availability Date) in port of Split, Croatia, ready to receive and accommodate passengers and shall be tidy, staunch, strong, fully fuelled and in every way fit for her intended use.

#### Remuneration

##### Article 4.

- (1) For performance of DIV Cruises' services under this Agreement, the Owner undertakes to pay to DIV Cruises annual fee of EUR 480.000 (in words: four hundred and eighty thousand euro) to the bank account designated by DIV Cruises.
- (2) The remuneration referred to in the preceding paragraph of this Article is payable on the basis of an invoice issued by the DIV Cruises on last day of business calendar year for

services provided in the previous year under this Agreement and is due on the 60<sup>th</sup> day of the date of Invoice.

- (3) The remunerations under this paragraph include all taxes, expenses and contributions or other benefits related to the provision of services by the DIV Cruises under this Agreement which the DIV Cruises undertakes to bear on its own.

#### Duration of Agreement Article 5.

- (1) This Agreement shall be concluded for 10 (ten) years.
- (2) Each Contracting Party may denounce this Agreement by written notice delivered to the other Contracting Party.
- (3) The notice period for both parties is 2 (two) years and begins to run from the moment the notice of cancellation of this Agreement has been sent to the other party.
- (4) Either party may terminate this Agreement if any of the events of default of the other party occurs with notice of default with immediate effect.

#### Events of default Article 6.

(1) Owner's default:

- (i) If any moneys payable by the Owner under this Agreement shall not have been received in DIV Cruises' nominated account within 30 running days upon receipt by the Owner of DIV Cruises' request under this Agreement,
- (ii) If the Vessel is repossessed by her mortgagee,
- (iii) If the Owner fails to meet its obligations under this Agreement for any reason within its control,
- (iv) If the Owner employs the Vessel in the carriage of contraband, blockade running, or in unlawful trade, or on a voyage which in the reasonable opinion of DIV Cruises is unduly hazardous or improper.

(2) DIV Cruises' default:

- (i) If DIV Cruises fails to meet its obligations under this Agreement for any reason within its control and fails to remedy it within 30 days after a written request from the Owner to DIV Cruises.

(3) Either party may terminate this Agreement if any of the following occurs in respect of the other party:

- (i) it is, or is deemed for the purposes of any applicable law to be, insolvent;

- (ii) it admits its inability to pay all its debts as they fall due;
- (iii) It suspends making payments on its debts generally or announces an intention to do so; or,
- (iv) by reason of actual financial difficulties, it begins negotiations with its creditors generally for the rescheduling or restructuring of its indebtedness.

**Data Confidentiality**  
**Article 7.**

- (1) The Contracting Parties undertake to keep this Agreement confidential as well as any other document, data and material submitted and made available by other Contracting Party in connection with this Agreement during the term of this Agreement (hereinafter referred to as classified information). In addition to this, the Contractual Parties undertake not to use other Party's classified information except for the purposes contemplated by this Agreement, as well as not to disclose, copy, reproduce or distribute classified information of the other party.
- (2) Obligation of confidentiality shall not include any material or information which at the time of disclosure are generally known or available to the public otherwise than by breach of confidentiality obligations or are obtained from other sources that are not subject to confidentiality and does not apply to the disclosure of confidential information to fulfill legal obligations to competent authorities.
- (3) The Contracting Parties agree that without prior written consent neither Contracting Party shall disclose any information, press releases or notices regarding the existence or subject of this Agreement unless such notification is not prescribed by law or by any other authority in which case the Contracting Party shall consult each other about the content of such notice.
- (4) The obligations of the Contracting Party under this Article shall remain after the termination of this Agreement.

**Liquidated Damages**  
**Article 8.**

- (1) DIV Cruises declares and guarantees that he has the necessary knowledge and experience to perform services under this Agreement.
- (2) DIV Cruises shall sell minimum 150 (in words: one hundred and fifty) cruising days per calendar year for the Vessel failing which it shall pay to the owner liquidated damages in the amount of EUR 22.500 (in words: twenty two thousand five hundred euro) for every day less than 150 (in words: one hundred and fifty) cruising day per calendar year upon the Owner's invoice in the amount of accumulated liquidated damages, if any, which invoice shall be paid by way of a set off against the next remuneration due and payable by the Owner pursuant to

Article 4 of this Agreement.

- (3) If the Owner does not make the Vessel available until the Availability Date the Owner will pay to DIV Cruises liquidated damages in the amount of EUR 7.500,00 (in words: seven thousand five hundred) for each day of delay which amount will be due fifteen days upon DIV Cruises Invoice in the amount of accumulated liquidated damages.

Notification  
Article 9.

- (1) Any notices to DIV Cruises in connection with this Agreement shall be addressed to:  
Put Supavla 21/B, Split, Croatia  
Email: office@divcruises.com  
Bank: Zagrebačka banka d.d., Trg bana Jelačića 10, 10000 Zagreb, Croatia  
IBAN: HR4423600001102727879  
SWIFT: ZABHR2X
- (2) DIV Cruises undertakes to notify the Owner without delay of any change of the information referred to in paragraph 1 of this Article, failing which it is considered that the Owner has fully met all its obligations under this Agreement if acted in accordance with the information referred to in paragraph 1 of this Article.

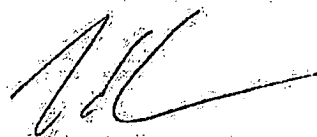
Final provisions  
Article 10.

- (1) The Contracting Parties agree that this Agreement constitutes the entire commercial agreement of the Contracting Parties and supersedes and replaces all prior understandings and agreements (oral or written) between the Contracting Parties related to the subject of this Agreement, and such Agreements if concluded shall cease to be valid.
- (2) This Agreement and any subsequent amendments to this Agreement shall be valid only if made in writing.
- (3) The Contracting Parties agree that they have not and shall not make any oral amendments on supporting paragraphs, nor oral agreements to reduce or facilitate the obligations of the Contracting Parties, and such oral amendments shall not be valid.
- (4) This Agreement is drawn up in accordance with the Croatian legislation applicable to it, in particular the provisions of the Law on Obligatory Relations.
- (5) The Contracting Parties agree that all possible disputes arising under or in connection with this Agreement should be resolved by peaceful means.
- (6) The Contracting Parties agree that in the case of dispute, the lawsuit and other written documents in this proceeding will be delivered to the Contracting Party - defendant, to the address of the defendant stated in this Agreement, or in alternative to another address that the defendant indicates to Contracting Party in writing.

- (7) If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the rest of the Agreement shall apply to the fullest extent permitted by law. The Contracting Parties shall without delay agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision, that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.
- (8) Failure to execute any rights granted to the other party under this Agreement shall not be deemed to be a waiver of such parties rights. Any waiver of rights given to the counterparty under this Agreement must be provided expressly and in writing.
- (9) Termination or cancellation of the Agreement does not affect its provisions which expressly or impliedly have effect or continue to apply after termination of this Agreement.
- (10) The subheadings in front of each article are used only for easier and faster reading of the Agreement and do not affect the interpretation of the Agreement.
- (11) The Contracting Parties agree that each party shall bear its costs in connection with the negotiation of this Agreement.
- (12) This Agreement has been executed in 2 (two) original copies, 1 (one) for each of the Contracting Parties.
- (13) This Agreement shall enter into force upon signature of the Agreement by both Contracting Parties and is applied from July 5<sup>th</sup>, 2019.



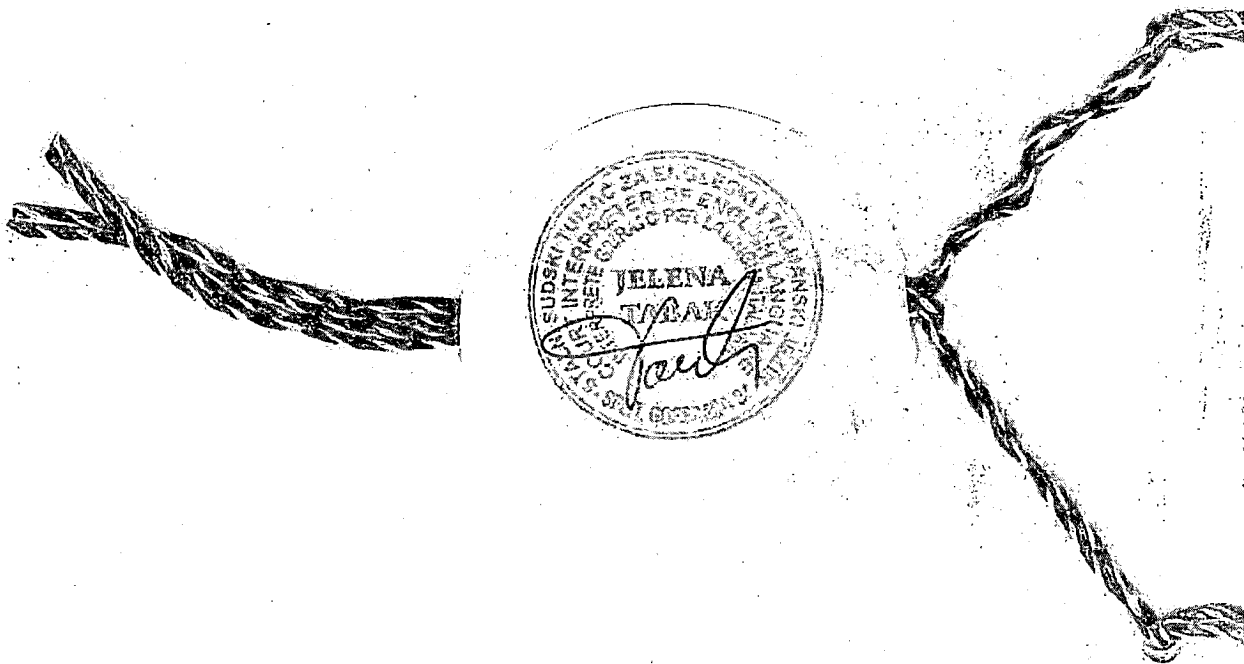
XB AHTS Hero Shipping Inc  
Vedrana Debeljak, director



DIV – CRUISES Ltd  
Vedrana Debeljak, director

XB AHTS Hero Shipping Inc.  
Marshall Islands  
Reg. no. 61825  
Incorporated 3.6.2013.

**DIV CRUISES** d.o.o.  
za turizam i ugostiteljstvo  
turistička agencija  
SPLIT



**XB AHTS Hero Shipping Inc**, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, (hereinafter referred to as "Owner") represented by the director Vedrana Debeljak,

and

**DIV CRUISES Ltd**, Put Supavla 21/B, Split, EU VAT: 80916195836, (hereinafter referred to as "DIV Cruises"), represented by member of the Management Board Vedrana Debeljak

hereinafter referred to as the **Party** or together as the **Parties** respectively

have in Split on 15<sup>th</sup> of November 2019 entered into the following

## **AGREEMENT**

### **on termination of the Consulting Services Agreement dated 5 July 2019** (hereinafter: the Agreement on termination)

#### **RECITALS**

##### **Article 1**

- 1.1. The **Parties** mutually agree that on 5<sup>th</sup> July 2019 they entered into the Consulting Services Agreement for the vessel under construction in the shipyard BRODOSPLIT JSC and named BRODOSPLIT 483 (the Vessel) (hereinafter: the Contract).
- 1.2. On 28<sup>th</sup> October 2019 Interim Award in the matter of an International Arbitration pursuant to the UNUM Arbitration Rules in case UNUM Arbitration 19.006 between BRODOSPLIT JSC vs. STAR CLIPPERS Ltd has been enacted by the Tribunal in Rotterdam, Netherland. With this Interim Award BRODOSPLIT JSC has been ordered to ensure on a best effort basis that the Owner (as an affiliate of BRODOSPLIT JSC) will not enter into any transaction or take any other action in respect of the Vessel, which includes completion of registration of the Vessel under Malta flag and chartering of the Vessel.

#### **SCOPE OF THE AGREEMENT**

##### **Article 2**

- 2.1. Taking into consideration the following:
  - duration of the order from the Interim Award hasn't been familiar,
  - the amount of annual fee from the Contract and duration of termination notice period,
  - the amount of liquidated damages per day if the Owner does not make the Vessel available until the Availability Date

the Parties herewith mutually agree on termination of the Contract.

##### **Article 3**

- 3.1. The Parties mutually agree that the Owner will pay to DIV Cruises the amount of EUR 730.000,00 (in words: seven hundred thirty thousand euro) for indemnification.

## MUTUAL PROTECTION OF CLASSIFIED INFORMATION

### Article 4

- 4.1. The **Parties** agree that any and all information, of any kind whatsoever, concerning, relating to or otherwise pertaining to, the subject matter regarding the **Contract** and/or the other party and/or other party's affiliates, agents, assigns or representatives, activities, business, operations systems, technology, software, methods and any other information disclosed and/or otherwise made available to such party (herein after: **Confidential Information**), is strictly confidential. The **Parties** agree that they shall procure and take all necessary measures and actions to ensure that any of its employees, sub-contractors, affiliates, agents or representatives, shall not, disclose under any circumstances, any of the **Confidential Information** and/or any part thereof and shall not use the **Confidential Information** in any way.

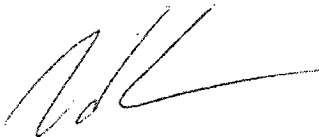
## FINAL PROVISIONS

### Article 5

- 5.1. The **Parties** mutually agree that it will be considered that the **Parties** have entered into this **Agreement on termination** when the representative persons of the **Parties** sign and stamp the same.
- 5.2. This **Agreement on termination** has been prepared in 2 (in words: two) identical copies of which every **Party** will receive one copy.
- 5.3. In witness of their acceptance of the rights and obligations hereunder, the **Parties** execute this **Agreement on termination**.

**XB AHTS Hero Shipping Inc.**

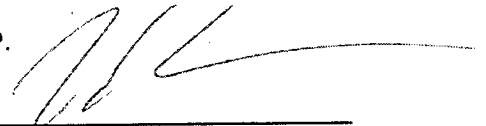
M.P.



Represented by  
Vedrana Debeljak

**DIV CRUISES Ltd**

M.P.



Represented by  
Vedrana Debeljak

Ovaj prijevod sastoji se od  
2 stranice prijevoda/6 listova  
Br.Ov: 67/2022  
Datum: 17. lipnja 2022.

*Ovjereni prijevod s engleskog jezika*



Naziv dokumenta: Ugovor o prekidu pružanja konzultantskih usluga između XB AHTS Hero Shipping  
Inc.-a i DIV CRUISES Ltd.-a

XB AHTS Hero Shipping Inc, Trust Company Complex, Ajeltake Road, Ajeltake otok, Majuro, Maršalovi otoci, (u daljnjem tekstu "Vlasnik") koje zastupa direktorica Vedrana Debeljak,

DIV CRUISES d.o.o., Put Supavla 21/8, Split, EU PDV: 80916195836, (u daljnjem tekstu "DIV Cruises"), koje zastupa članica Uprave Vedrana Debeljak

u daljnjem tekstu Strana ili zajedno Strane

su 15. studenog 2019. u Splitu sklopili sljedeći

## **UGOVOR**

**o prekidu pružanja konzultantskih usluga od 5. srpnja 2019.  
(u daljnjem tekstu "Ugovor o prekidu")**

### **UVODNE ODREDBE**

#### **Članak 1.**

- 1.1. Stranke su međusobno suglasne da su 5. srpnja 2019. godine sklopile Ugovor o pružanju konzultantskih usluga za brod u izgradnji u brodogradilištu BRODOSPLIT d.d. pod imenom BRODOSPLIT 483 (Plovilo) (u daljnjem tekstu: Ugovor).
- 1.2. Dana 28. listopada 2019. godine sud u Rotterdamu, Nizozemska, donio je privremenu mjeru u predmetu međunarodne arbitraže u skladu s Pravilima arbitraže UNUM-a u slučaju Arbitraža UNUM 19.006 između BRODOSPLIT JSC-a protiv STAR CLIPPERS Ltd.-a. Ovom Privremenom mjerom BRODOSPLIT d.d-u je naloženo osigurati uz najbolji trud da Vlasnik (kao podružnica BRODOSPLIT d.d.-a) neće ući ni u kakvu transakciju niti poduzeti bilo koju drugu radnju u odnosu na Plovilo, što uključuje dovršetak registracije Plovila pod zastavom Malte i čarter Plovila.

### **SVRHA UGOVORA**

#### **Članak 2.**

- 2.1. Uzimajući u obzir sljedeće:
  - da trajanje naloga iz privremene mjere nije bilo poznato,
  - iznos godišnje naknade iz Ugovora i trajanje otkaznog roka,
  - iznos ugovorne odštete po danu ako Vlasnik Plovilo ne stavi na raspolaganje do Datuma dostupnosti

Strane ovdje suglasno raskidaju Ugovor.

#### **Članak 3.**

- 3.1. Strane su međusobno suglasne da će Vlasnik platiti DIV Cruises-u iznos od 730.000,00 EUR (slovima: sedamsto trideset tisuća eura) za obeštećenje.

## MEĐUSOBNA ZAŠTITA TAJNIH PODATAKA

### Članak 4.

- 4.1. Strane su suglasne da sve informacije, bilo koje vrste, koje se odnose na ili se na drugi način dovode u vezu s predmetom Ugovora i/ili drugim stranama i/ili podružnicama, zastupnicima, nositeljima ili predstavnicima druge strane, aktivnostima, poslovanjima, operativnim sustavima, tehnologijom, softverom, metodama i svim drugim informacijama otkrivenim i/ili na drugi način dostupnim takvoj strani (u daljnjem tekstu: Povjerljive informacije), strogo su povjerljive. Strane su suglasne da će osigurati i poduzeti sve potrebne mjere i radnje kako bi osigurale da bilo koji od njihovih zaposlenika, podizvođača, povezanih društava, agenata ili predstavnika ni pod kojim okolnostima ne otkriju bilo koju od povjerljivih informacija i/ili bilo koji dio istih i neće koristiti Povjerljive informacije ni na koji način.

## ZAVRŠNE ODREDBE

### Članak 5.

- 5.1. Strane su međusobno suglasne da će se smatrati da su sklopile ovaj Ugovor o prekidu kada ga predstavnici strana potpišu i ovjere.
- 5.2. Ovaj ugovor o prekidu pripremljen je u 2 (slovima: dva) jednaka primjerka od kojih svaka Strana zadržava po jedan.
- 5.3. Kao potvrdu prihvatanja prava i obveza iz ovog Ugovora, Strane potpisuju ovaj Ugovor o prekidu.

XB AHTS Hero Shipping Inc.

DIC CRUISES Ltd.

M.P.

M.P.

/potpis vidljiv i nečitljiv/

Zastupan od

Vedrana Debeljak

/pečat: XB AHTS Hero Shipping Inc.

Maršalovi Otoci

Reg. br. 61825

Osnovano 3.6.2013.

/potpis vidljiv i nečitljiv/

Zastupan od

Vedrana Debeljak

/pečat: DIV CRUISES d.o.o.

za turizam i ugostiteljstvo

turistička agencija

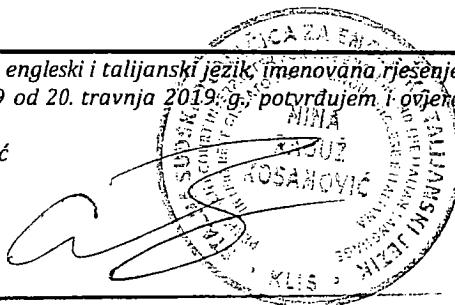
SPLIT/

Ovime ja, Nina Raguž Kosanović, stalna sudska tumačica za engleski i talijanski jezik, imenovana rješenjem predsjednika Županijskog suda u Splitu o imenovanju br. 4 Su-207/2019 od 20. travnja 2019. g., potvrđujem i ovjeravam da je ovaj prijevod na hrvatski jezik vjeran tekstu izvornika.

U Klisu, 17. lipnja 2022.

Nina Raguž Kosanović

Br. Ov. 67/2022



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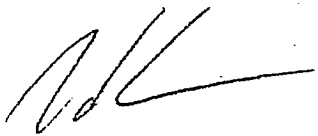
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**XB AHTS Hero Shipping Inc.**

M.P.

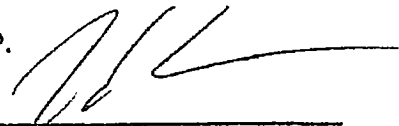


Represented by  
Vedrana Debeljak

**XB AHTS Hero Shipping Inc.**  
Marshall Islands  
Reg. no. 61825  
Incorporated 3.6.2013.

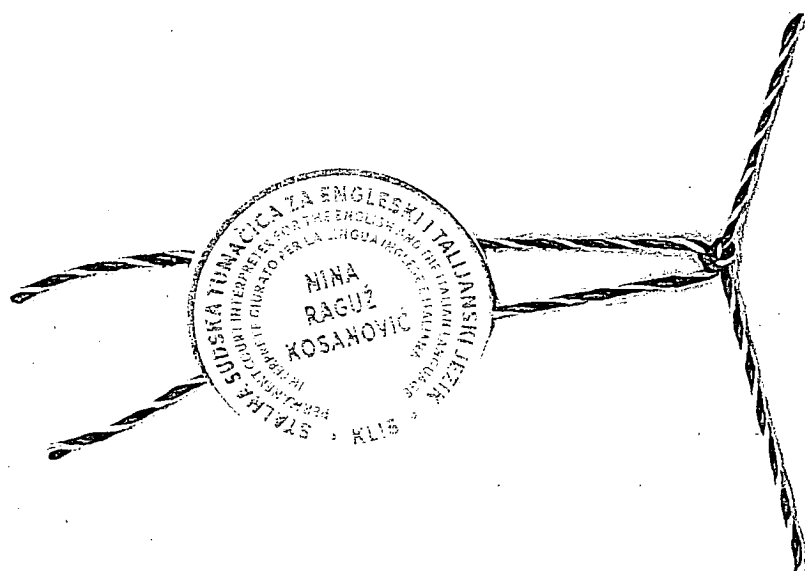
**DIV CRUISES Ltd**

M.P.



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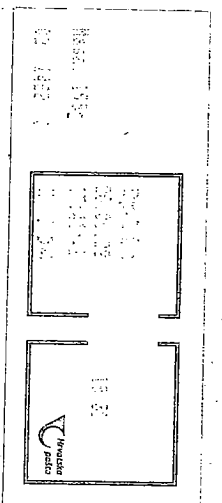
**DIV CRUISES d.o.o.**  
za turizam i ugostiteljstvo,  
turistička agencija  
SPLIT



~~POWER VOYAGES D.O.O.~~  
~~PUT SUPPLA 21B~~  
~~21 000 SPLIT~~



AR



52/3.27

FINANCIJSKA AGENCIJA  
REGIONALNI CENTAR SPLIT 3  
(redovno, poštom (obično - preporučeno))  
Primljeno: 23-06-2022  
Broj pošiljke \_\_\_\_\_ pošt. \_\_\_\_\_

AR

FINANCIJSKA AGENCIJA  
MAŽURANIĆEVO ŠETALIŠTE 24B  
21 000 SPLIT