

ANNEX NO. 2
CONDITIONS OF THE TICKET CONTRACT

- I. The ticket contains and evidences the conditions of the ticket contract entered into between the passenger and Transportes Marítimos Via Australis S.A., hereinafter also referred to as the "Company". The ticketing agreement consists of the ticket instructions, the conditions presented herein, and by the relevant provisions of Book III of the Commercial Code of the Republic of Chile.
- II. The ticket is valid only for the ship, trip and passenger it indicates. Therefore, a traveler who does not make use of the right to postpone or desist from the trip and does not embark on the contracted ship and trip, loses all rights to them. The ticket is issued nominative and cannot be transferred by the passenger to another person without the prior written consent of the Company.
- III. The passenger must carry the ticket for the entire journey for which it was issued and display it as many times as required by the Company and/or by the maritime authority, whether at the time of boarding, during navigation and/or disembarking.
- IV. Passengers must confirm boarding 48 hours in advance. Likewise, on boarding day the ticket must be presented to check in at the place and time indicated by the Company.
- V. The date and time of departure indicated on the ticket is approximate. Departure and arrival times are approximate; the vessel may be delayed, without liability for the Company, due to weather conditions, by order of the maritime authority, due to the welfare, health, and safety of one or more passengers or due to an act of authority or other event constituting force majeure or fortuitous event, and the passenger shall not be entitled to any compensation for such circumstance. The date and time of arrival at the port of destination is also estimated, and there may be advances or delays due to any of the aforementioned reasons, without liability to the Company.
- VI. The carrier may cancel the ship's departure in the event of force majeure or fortuitous event, and the passenger in such a situation is not entitled to restitution of the amount paid for the ticket or to compensation for damages of any kind.

- VII. In the event of delay in the departure of the ship or delayed arrival at its destination, the passenger shall be entitled to, during the period of delay, accommodation on the ship and food.
- VIII. The price of the ticket does not include the value of the port fees charged in the ports of Punta Arenas (Chile) and Ushuaia (Argentina), nor the value of visas or eventual migratory fees or reciprocity taxes or of any other kind that are currently or in the future charged to passengers due to their entry and / or exit to / from the republics of Chile and Argentina. These fees and taxes shall be charged to passengers separately from the value of the ticket or paid directly by the passenger.
- The ticket does not include tips that are given to the crew, or the purchases made in the stores on board, minutes of use of satellite phones or any additional expenses incurred by the passenger due to personal needs or circumstances that arise during the course of the trip, such as a medical evacuation requested by the passenger or their family members.
- IX. Passengers shall be obliged to comply with all regulations and standards issued by the Company regarding the transport of passengers and their belongings, as well as the orders of the ship's captain, and access to the restricted areas of the ship shall be prohibited.
- X. The Company reserves the right not to admit on board those passengers suffering from any illness, whether bodily, mental, or otherwise, which in the judgment of the captain of the vessel renders them unfit for the voyage or which may endanger the health or safety and/or impair the welfare of the remaining passengers. Any passenger who is discovered or suspected during the voyage to suffer from a mental illness or other disease or illness and who, in the opinion of the captain, meets the aforementioned characteristics, may be disembarked at any intermediate port or place of disembarking before reaching their destination and be required to stay at said port and obtain transportation to their destination at their own expense.
- XI. The means for the voyage is an expedition cruise, and the ship does not have elevators or seats and special facilities for people with disabilities. By entering into the ticketing agreement and boarding the ship, the passenger accepts these conditions, not having the right to action or compensation of any kind against the Company for the possible consequences that these circumstances may cause, be they foreseen and/or unforeseen, foreseeable and/or unpredictable, especially if the passenger is disabled or not in optimal health.

- XII. In the event that an adult passenger travel accompanied by minors, they will assume full responsibility for the integrity of said minors and for their compliance with the ship's security measures.
- XIII. Passengers are forbidden to carry firearms, dangerous objects or any explosive that is within the scope of the Arms Control Law and may not carry them in their luggage or introduce them in their cabin. Likewise, they are prohibited from carrying all types of drugs and substances prohibited by Chilean and Argentine legislation. Passengers shall be responsible for any damage or losses caused to the Company, its dependents and/or third parties as a result of carrying or attempting to carry the aforementioned objects and substances.
- XIV. Animals are not allowed on the Company's premises.
- XV. In each cabin there is a secure box available to the passenger, in order for them to keep, under their own responsibility, the money, negotiable instruments or other objects of great value. The box is opened with a secret key that must be created by the passenger by following the instructions, which are located next to the box. Regarding the above, the Company shall not be responsible for the damages suffered by the passenger as a result of eventual losses and/or damages, whatever their cause and/or amount, of money, negotiable instruments, jewels, or other objects of great value, such as gold or silver in bars, coins or sheets, cutlery or utensils of precious metals or others of a similar nature.
- XVI. The ship may navigate any route, enter and leave any port, return to port, deviate and make stops at any port and/or other places or disembarking sites, whether or not they are in the order or direct or regular course of the itinerary or journey, with or without tows, towing or being towed and assisting other ships in all kinds of situations. If it is obliged to do so by any order of authority or to comply with any regulations or legislation applicable to navigation, for reasons of the safety or welfare of one or more passengers or by any other act which constitutes a fortuitous case or force majeure, the ship may also omit stopping at ports or points of disembarking stated on the itinerary, without passengers being entitled to any compensation.
- XVII. The ship is free to comply with any orders or instructions issued by the competent authorities or those which are presented as competent to issue them, whether in terms of loading, departure, routes, ports of layover, interruptions, transshipments, unloading, arrival at destination or others. In the event that, due to the aforementioned orders, the Company is unable to disembark the passengers at the destination provided in the ticket, it may disembark them in any other port, understanding that the

passage contract has been fully fulfilled and executed, ceasing the responsibility of the Company from that moment.

Therefore, in such a case, the Company shall not be obliged to return to the passenger the total or partial amount of the ticket or to pay or assist the passenger to their destination, or to indemnify the passenger for any expenses incurred during the stay on land while he or she waits to continue their journey to the place of destination or any other reason.

- XVIII. Passengers temporarily disembarking on their own or interrupting the journey on intermediate stopovers shall bear the costs of their stay on land, as well as all boarding and disembarking expenses and taxes, if any. When the passenger does not arrive on board at the time and place set for boarding, on a stopover or at the time when the passenger has disembarked voluntarily, the captain may resume the journey without that passenger, who shall not be entitled to demand the refund of the amount of the ticket paid, or any other compensation by the Company.
- XIX. When the trip is temporarily interrupted for reasons for which the carrier is responsible, the passenger shall be entitled to lodging and meals on board, without the Company being able to demand supplementary payment. Likewise, the party shall be entitled to transportation to the port of arrival in the event that the carrier is unable to sail there.
- XX. Without prejudice to the other conditions established above, the Company shall be freed from the performance of the obligations arising from the ticketing agreement, without contracting any obligation to refund the amount to be paid damages to the passenger, in the event of force majeure or fortuitous event.
- XXI. The Company may cancel one or more voyages due to force majeure or acts of God, i.e., the sanitary measures imposed by the national authorities in the port of departure or landfall that prevent the departure or landfall and/or the restrictions imposed by the national or international authorities that restrict or prevent the access of passengers to the port of departure or carrying out maritime tourism voyages.
- XXII. If the passenger wishes to ensure the risks of health, death, travel assistance, loss or damage or other contingency that may affect his/her person and/or baggage during the trip, they must take out travel assistance insurance or other insurance for the insurance company of their choice. Notwithstanding the foregoing, the company has a civil liability insurance policy to cover any accidental loss or damage that may occur to the passenger's person and/or property on board the

vessel. The responsibility of the Company is governed by the conditions of the ticketing agreement and by the applicable rules of Third Book of the Chilean Commercial Code.

- XXIII. Whenever the passenger causes damage to the ship or its facilities, equipment or property, or to the property of the Company, there shall be compensation for the damaged goods or property.
- XXIV. Any dispute between the passenger and the company shall be subject to the relevant provisions of Book III of the Commercial Code of the Republic of Chile.