

## TERMS AND CONDITIONS

### 1. **Identifying Information.**

"Company" refers to the entity(ies) named on the first page of this Contract. Port Agent acknowledges and agrees that if more than one entity is named that the collective designation as "Company" is for convenience only, that such entities are separate and distinct from one another and that there is no joint and several liability between/amongst them.

"Vessel(s)" refers to the vessels owned, operated or chartered by Company, or an affiliate of Company, as to which Company desires Port Agent to provide Services (as defined below) under this Contract.

"Owners" refers to the owners of the Vessels together with any successors and assigns to such entities that are affiliated with Company.

"Company Port Operations Department" refers only to authorized personnel in the Company's Port Operations Department.

"Master" refers to the Master of a Vessel or an executive officer of a Vessel acting at the Master's direction.

"Port Agent" refers to the Port Agency entity named on the first page of this Contract.

Port Agent acknowledges that Company may designate an affiliate as agent to act on behalf of Company for such aspects of this Contract as Company shall determine, without however relieving Company of its obligations with respect thereto. All rights and limitations on liability granted to Company under this Contract shall also extend to Company's agent.

2. **Purpose of Contract.** Company or its affiliates operate the Vessels on itineraries that may include the Port(s). If and when a Vessel calls at the Port(s), Company may require the services of Port Agent to perform those activities that, in accordance with generally accepted maritime practice, are customarily performed by port agents. Port Agent is in the business of providing such services under this Contract and is willing to provide such services as and when requested by Company during the Term, and Company is willing to procure same from Port Agent, subject to the terms of this Contract which shall prevail over any terms that may be issued by the Port Agent.

3. **Services.** Unless otherwise advised in writing by Company Port Operations Department, the services to be provided by Port Agent under this Contract will include all of the following itemized services together with all such other services as may be incidental to the calling of the Vessels at the Port that, in accordance with generally accepted maritime practice applicable to the luxury cruise industry, are customarily provided by port agents (the "Service(s)");

- a. following execution of this Contract, complete the port agent questionnaire and contact information in the Company's port operations database ("Database") via the internet link provided by Company Port Operations Department and notify Company Port Operations Department of changes therein by e-mail as and when they occur;
- b. within the Database, provide Company Port Operations Department with English translations of all applicable tariffs from governmental agencies and rate sheets from third party vendors for services which are likely to be rendered to the Vessels during Port calls, together with changes therein as and when they become known, but in any event before such changes become effective. Examples of such tariffs and rates include those for passenger taxes, tonnage fees, light dues, berthage, wharfage, pilots, tugboats, line handlers, stevedores, security, waste, water, customs and immigration fees, and other port labor;
- c. make and confirm berth or anchorage reservations for Vessel(s) as soon as possible, input such information in the Database, advise Company Port Operations Department of changes as and when known, and reconfirm berth or anchorage assignments to Company Port Operations Department at least sixty (60) days prior to, and one (1) day before, Vessel(s) arrival. The one day prior reconfirmation should also include the following pre-arrival information: (i) confirmation of Services ordered by Company Port Operations Department and by the Master of the Vessel; (ii) names of individuals and companies providing Services and the times Services are to be provided; (iii) description of expected vessel traffic during time of Vessel entry; (iv) a synopsis of the weather forecast for the time of entry; and (v) confirm with all local authorities and the Vessel(s) that all pre-arrival manifests and any other required pre-arrival information has been received by all applicable parties and update the Vessel(s) and Port Operations Department of any changes in pre arrival information requirements.
- d. arrange and prepare all entrance and clearance documents necessary for a Vessel(s) call at the Port(s) and to clear the Vessel(s);
- e. inform local customs authority, immigration authority, coast guard/maritime authority, and all other governmental authorities that law or practice requires be notified as to Vessel(s) arrival; arrange for the timely boarding of all applicable authorities upon Vessel(s)' arrival to expedite Vessel(s)' clearance;
- f. order pilots, tugs and line handlers as requested by the Master or Company Port Operations Department;
- g. have a clean berth or tender landing prepared for safe and comfortable use by passengers, officers and crew;
- h. arrange gangways and other necessary means of access to and from the Vessel(s);
- i. have a representative ready on arrival to: (i) assist the Master in clearance of the Vessel(s); (ii) provide explanations for passengers, officers and crew as to the local procedures for clearing customs, and (iii) assist passengers, officers and crew in clearing customs;

- j. throughout the entire stay of the Vessel(s) in the Port, have representative(s) present on board, near the Vessel or on short notice call via telephone or VHF, as appropriate under the circumstances;
- k. handle the Vessel(s)' mail including forwarding of all packages and goods sent to the Port Agent for delivery to the Vessel(s);
- l. arrange for fresh water loading if requested by the Master or Company Port Operations Department;
- m. arrange for garbage, hazardous waste, grey/and or black water removal, sludge or bilge water removal if requested by the Master or Company Port Operations Department;
- n. make security arrangements as customary in the Port(s) or as specially requested by Company Port Operations Department by e-mail;
- o. order repair facilities and/or service engineers for the Vessel as requested by Company Port Operations Department by or by the Master;
- p. arrange for hospitalization, medical consultations and related transportation for guests, contractors, officers and crew (including those that may be brought in by air ambulance) as directed by the Master or by a Vessel's physician.
- q. arrange for hotel reservations and transportation of guests, officers and crew as directed by Company Port Operations Department or by the Master;
- r. arrange stevedoring, labor and equipment for handling of baggage and stores and such other related arrangements as requested by Company Port Operations Department;
- s. assist guests, officers and crew left behind by a Vessel in arranging transport to next port of call or other destination as directed by the Master or Company Port Operations Department;
- t. forward all documents, mail, baggage and other items to Company and handle lost and delayed luggage or other such items as requested by the Master or Company Port Operations Department;
- u. represent Company and/or the Vessel(s) in the Port(s) where necessary, or as and when directed by Company Port Operations Department or the Master;
- v. arrange for such assistance as may be required by guests with disabilities in connection with their embarkation/disembarkation and land transportation;
- w. arrange for customs processing, (and other required governmental agency approvals), to facilitate movement of bonded materials to Vessel(s) for boarding;
- x. arrange for local bonded delivery of inbound materials from arrival port to Vessel(s);
- y. arrange for daily temperature inspection of all frozen and refrigerated containers awaiting a Vessel arrival and report any discrepancies to Company and the responsible supplier and delivery carrier;
- z. arrange for transport of all empty ocean containers from their respective container yards to Vessel(s) for loading;
- aa. arrange for the return of empty ocean containers to their respective carrier representatives;
- bb. arrange for port and pier access for Company designated suppliers and delivery companies;
- cc. receive customs process and forward all landed cargo as per a Vessel's instructions;
- dd. advise Company and consignees of shipping details for forwarded cargo items;
- ee. assist and provide all Services herein during both dry dock and wet dock; and
- ff. perform such other activities as are required to enable a Vessel to enter, remain and leave the Port(s) in the ordinary course.

4. **Responsibilities.** Port Agent is solely responsible for:

- a. obtaining and maintaining, at its cost, all permits, licenses and consents (governmental and otherwise) that are necessary or advisable for it to provide Services;
- b. conducting itself in accordance with all applicable laws and regulations, in accordance with good marine practice and in a manner that is designed to protect the safety of the Vessels and the health and safety of the guests, officers and crew of the Vessels;
- c. becoming totally familiar with the physical characteristics of, and operating procedures on, each Vessel including characteristics of the Vessel for berthing, storing, and other Port related activity requirements;
- d. knowing the scheduled itineraries of each Vessel and responding to scheduled itinerary changes as and when notified of them by Company Port Operations Department;
- e. promptly paying and discharging all debts, damages and liabilities whatsoever incurred by Port Agent in connection with the performance of the Services;
- f. in the event that any person retained or hired by Port Agent should impose or cause the imposition of a lien, encumbrance or other charge on or against a Vessel, immediately cause same to be discharged or released so as to permit the Vessel to proceed in the ordinary course.
- g. conducting, at its sole cost, thorough and timely due diligence on its personnel performing Services to ensure such personnel can and will comply with the applicable terms of this Contract.

5. **Financial Obligations.** Port Agent will:

- a. comply with all Company policies and procedures related to financial operations including, but not limited to, budgeting and invoice processing as notified to Port Agent. Any Port Agent invoices must clearly identify each Service being provided, the Service quantity (if applicable), and the cost of each Service cost as supported by itemized, legible documentation, whether for Services performed by Port Agent or any of its Subcontractors (as defined in Section 12 e. below) and in accordance with Company's Invoice Reviewer's Guide ("Guide"). Port Agent acknowledges that it has read and fully understands the requirements within the Guide.
  - b. inform each Subcontractor that: i) it is Company's policy to pay Subcontractors directly and that only under limited circumstances, as noted in Section 6 below, will Subcontractor receive payment for Services from Port Agent; ii) Company will require Subcontractor to timely provide certain information, such as, but not limited to, banking information, so that Company can pay Subcontractor. Port Agent will use reasonable efforts to assist Company in arranging payments to Subcontractors.
  - c. ensure that Company receives all costs as charged by the original service providers without mark-up;
  - d. ensure that Company is receiving fair market value for all Services at the lowest cost while ensuring all Services' related requirements are achieved. Competitive bidding, negotiation, and volume discounts are all business practices that shall be employed by Port Agent on behalf of Company and Port Agent must maintain all documentation of such practices and make it available to Company upon Company's request so Company can verify these practices are in place; and
  - e. ensure that Company is receiving all applicable and potential discounts and incentives as related to port tariffs and other port costs and immediately advise Company when there are opportunities to pursue further reductions in current costs, or if port cost increases are planned. If such increases are planned, Port Agent shall promptly provide Company with a written explanation of same, the increase amount, and the increase implementation date.
6. **Compensation to Port Agent.**
- a. **Port Agent Fee:** During the Term of this Contract and in accordance with the procedures specified in Sections 5 and 8, Company agrees to pay Port Agent the Port Agent Fee as specified on the Cover Page. Except as specifically provided for herein, it is the intent of the parties that the Port Agent Fee is "all-inclusive" and includes an amount sufficient to enable the Port Agent to cover all expenses that would normally be incurred in the proper performance of the Services.
  - b. **Third Party Costs:** Company shall, in accordance with the procedures and requirements specified in Sections 5 and 8. and d. below, reimburse Port Agent for necessary and reasonable third party costs and governmental charges that have been directly paid by Port Agent in the proper performance of the Services. By way of example, such costs may include customs duties, wharfage and dockage fees, tugboat fees, pilot charges, stevedoring and security expenses. Port Agent covenants and agrees to use any pre-payment made pursuant to Section 8 below to promptly pay such third party costs and governmental charges; such payment, in any event, to be made by Port Agent within fourteen (14) days after the date on which the Vessel called at the Port. Any third party costs and governmental charges for which Port Agent has not received a pre-payment must be paid by Port Agent within thirty (30) days after the Vessel call date. In addition, Company recognizes that in very limited circumstances Port Agent is required by a third party to make an up-front cash payment to the third party for Services costs and governmental charges before Services are provided. Company agrees that in those circumstances, and only where the total cost and charges associated with the Services are not known in advance, Port Agent may obtain from the applicable Vessel a cash payment in United States Dollars for the total amount due provided that: i) the Port Agent supplies the Vessel with written documentation of the costs and charges, including the total amount, on a pass-through basis without mark-up; ii) the Vessel fixes the exchange rate associated with the costs and charges, if applicable; iii) the Port Agent supplies the Vessel with an itemized receipt of the payment received; and iv) such cash payment is in compliance with applicable laws and Company documents specified in Section 5, 11 and 12. In addition, Port Agent is required to subsequently provide Company with a receipt for the cash payment made to the third party providing the Services that is stamped or signed by such third party. For clarity, the parties agree that such cash payments are not subject to the reimbursement requirements herein.
  - c. **Port Agent Expenses:** Company will reimburse Port Agent for incremental expenses only if they are: (a) necessary and reasonable incremental expenses incurred by Port Agent in the proper performance of Services; (b) set out in the Port Agent Appointment Letter sent by Company to Port Agent; (c) specifically supported by an original invoice and supporting documentation per Section 5 above and meet the requirements of d. below. Company will not reimburse Port Agent for an invoiced item identified as a "facilitating payment", "grease payment", "incentive", "gratuity", "premium", "cash payment" or the like, or for any blanket unsupported charges such as "petties," or "miscellaneous", or for general communication expenses or for car use. In addition, overtime will not be paid by Company except under unusual circumstances where this expense has been approved in advance and in writing by the Company Port Operations Department and Port Agent has submitted such expense for reimbursement per the requirements above.
  - d. **Invoices; Third Party Standard; Collateral:** To be eligible for reimbursement pursuant to paragraphs (b) or (c) of this Section and regardless of whether a pre-payment is made to Port Agent, all invoices for such costs and expenses must be included with the Agent Disbursement Accounts (described in Section 8 below) electronically submitted to Company pursuant to Section 8 below. Further, all transactions between Port Agent and third parties (including related and affiliated persons and companies) shall be conducted on an arm's length basis and in good faith. In furtherance of the foregoing requirement,

transactions with a related or affiliated third party shall be no less favorable to Company than those that could be entered into with an unrelated third party. Company Port Operations Department may require Port Agent to post collateral or other form of security as Company Port Operations Department may reasonably deem necessary in order to provide Company with assurances that third party costs will be paid as and when due.

- e. **Database Use:** Company uses its Database to process and pay invoices. Port Agent agrees to use this Database to the fullest extent possible. Company will provide Port Agent with training on, and support for, the use of the Database. Port Agent acknowledges that failure to invoice documentation through the Database may result in delayed payment.
7. **Taxes** Unless otherwise stated, the Port Agency Fee and other amounts paid to Port Agent by Company under this Contract do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction. Company agrees to pay amounts equal to any federal, state, or local sales, use, excise, privilege, value added, goods and services or other taxes that, under applicable law, are solely Company's legal liability and relate to payments made by Company for Services provided by Port Agent hereunder (collectively, "Taxes"). If Port Agent has the legal obligation to pay or collect Taxes for which Company is responsible under this Section, the appropriate amount shall be invoiced to and paid by Company in accordance with the terms herein, unless Company provides Port Agent with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Port Agent is responsible for taxes based on its employees, wages, net income including withholding taxes, property, or net worth and other similar taxes imposed in lieu of or in addition to income taxes.

**Goods and Services Tax (applicable only for Services in Australia and New Zealand)**

- a. All pricing in this Contract is deemed to exclude GST unless specified otherwise.
  - b. If any supply made under or in connection with this Contract is subject to GST in accordance with applicable tax law, the payment for that supply will be increased by an amount equal to the GST payable.
  - c. Company will not be obligated to make a GST payment in accordance with b. above until "the Supplier" has issued Company with a valid tax invoice and/or other documentation as required by applicable legislation for the supply to which the payment relates.
  - d. If a payment is a reimbursement or indemnification of a cost, expense, loss or liability incurred by a party, the tax invoice for the reimbursement or indemnification sum will be the cost before GST plus the applicable GST.
  - e. GST means goods and services tax within the meaning of the GST Act and any similar tax (including Value Added Tax) imposed under the laws of another country, or any successor act.
  - f. GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (C'th)* and any relevant legislation of another country, including any related amendments or rulings issued in relation to such legislation.
  - g. To the extent required by any applicable tax, or other law, Company may withhold an amount from payments due to "the Supplier" and remit such amount to the relevant authority. Company shall provide evidence of such remittance to "the Supplier".
8. **Budgets; Pre-Payment Amounts; Payments and Reconciliation.**
- a. **Budgets:** Port Agent will establish an Agent Disbursement Account in the Database for each Port Call. Company will use the information provided by Port Agent in Section 3 b. above to establish a budget for each Port call which Company will use as guidance for reconciling Port Agent's Agent Disbursement Account.
  - b. **Final Agent Disbursement Account:** Port Agent shall use best efforts to electronically submit through the Database a final Agent Disbursement Account along with all of the supporting invoices within thirty (30) days of a Port call. However, if all such invoices have not been received by Port Agent within such thirty (30) day period, Port Agent must still submit the final Agent Disbursement Account and promptly submit outstanding invoices as and when received. Port Agent acknowledges that Company will require that Port Agent submit a written explanation of the delay for any invoices submitted more than six (6) months after a Port call; if an invoice is submitted twelve (12) months or more after a Port call, Company reserves the right to not pay any such invoice in whole or in part.
  - c. **Pre-Payment:** Port Agent acknowledges that it is not Company's standard practice to pre-pay any amounts to be paid by Port Agent to a third party for Services and Company does so only under very limited circumstances where specific costs are due before, on, or shortly after a Port call per local regulations, or if Port Agent is unable to obtain standard net terms for payment. If Port Agent requires a pre-payment of Service costs, Port Agent shall submit a request for prepayment to Company Port Operations Department in the form of a pro-forma Agent Disbursement Account through the Database at least four (4) weeks prior to the applicable Port call. Port Agent's request for a pre-payment should be accompanied by an email with a detailed explanation of the reasons for requiring a pre-payment; Port Agent should note in such explanation if there are discounts or cost savings available by pre-paying a cost or by shortening the cost's net due term. Variable Services' expenses will not be pre-paid. If pre-payment of Service costs is approved by Company Port Operations Department, the approved funds will be paid to Port Agent Port via wire transfer to Port Agent's bank account; any bank fees associated with such payments are borne by Port Agent, unless otherwise specifically agreed by Port Agent and Company in a final Agent Disbursement Account. Port Agent is solely responsible for the safeguarding of the pre-paid amounts once transferred to

Port Agent and for payment of such funds to a third party Services provider. In the event of loss or theft of pre-paid amounts, Port Agent is solely responsible for the payment of the Services costs to the third party. Pre-paid amounts are to be fully paid and settled by Port Agent with the third party Services provider within fourteen (14) days of the applicable Port call.

- d. Payments and Reconciliation: Subject to the terms herein and except as provided for in c. above, Company will pay amounts owing to Port Agent within thirty (30) days after submittal in proper form of the final Agent Disbursement Account in the Database. All payments will be made via wire transfer to Port Agent's bank account and any bank fees associated with such payments are borne by Port Agent, unless otherwise specifically agreed by Port Agent and Company in a final Agent Disbursement Account. If a pre-paid amount was paid for Services for a Port call, but the actual amount due for such Services exceeds the pre-paid amount, Company will pay the additional amount owing within thirty (30) days after submittal in proper form of the final Agent Disbursement Account. If a pre-paid amount was paid as to a Port call and the pre-paid amount exceeds the actual amount due for such Services, Port Agent shall refund the difference, as per Company's instructions, concurrently with its submission of the final Agent Disbursement Account.
- e. No Other Payment Requests: All payments will be made directly by Company in the manner above provided. Port Agent shall neither request nor receive payments directly from the Vessels, the Master or a Company representative.

9. Charges for Services to be Competitive. If, during any period within the Term, Port Agent shall charge any other cruise ship owner, operator or charterer a fee for port agent services substantially similar to the Services which is less than the Port Agent Fee being charged Company for the same period, the Port Agent Fee payable by Company for that period shall be reduced to the lower fee (retroactively if necessary) so that the result is that Company, during such period, is paying no more to Port Agent than any other cruise ship owner, operator or charterer.

10. Requirements for Third Parties. Port Agent is responsible for ensuring that all third parties retained by Port Agent to enable Port Agent to provide the Services:

- a. have and maintain all insurance policies, licenses, permits, certifications, and other credentials as are required by applicable law or this Contract to enable them to perform the Services or other activities for which they have been retained;
- b. conduct themselves with the highest degree of professionalism and always in a manner that is respectful and courteous to Vessel officers, crew and passengers;
- c. conduct themselves at all times in accordance with the requirements of applicable law; and
- d. are retained subject to Port Agent's: (i) completion of timely and thorough due diligence to ensure that such third parties comply with the applicable terms of this Contract; (ii) documentation and retention of such due diligence for at least the term of this Contract and two (2) years thereafter, and (iii) specific inclusion in the engagement letter, or similar document, for such third parties, provisions that require such third parties to comply with Sections 11 -14 of this Contract.

Company reserves the right to require that Port Agent not engage a particular third party for Services.

11. Business Partner Code of Conduct. Port Agent acknowledges and agrees to comply at all times with the Company's Business Partner Code of Conduct that can be found at <https://www.carnivalcorp.com/static-files/4d443110-1e4d-4c8c-916e-8dc870fe48b8>.

12. Anti-Corruption Obligations.

- a. Port Agent represents, warrants, covenants, and agrees it shall comply with (and will not cause Company to be in breach of) any applicable laws, rules, regulations and other directives relating to anti-corruption and anti-money laundering, including laws enacted to comply with the *UN Convention Against Corruption* and the *OECD Convention*, administrative requirements, and policies, including without limitation, the *U.S. Foreign Corrupt Practices Act* (FCPA), *UK Bribery Act 2010*, and anti-corruption and applicable anti-bribery laws in other jurisdictions (hereinafter referred to collectively as "Anti-Corruption Laws") and Company's Business Partner Code of Conduct and Anticorruption Policy & Guidelines. Port Agent acknowledges that it has read and fully understands such documents and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the Services. Without limiting the generality of the foregoing, Port Agent represents, warrants, and covenants that it has not and will not take any action that would cause Company, its personnel, or anyone acting on its behalf to violate or be subjected to penalties under Anti-Corruption Laws.
- b. Port Agent represents, warrants, covenants, and agrees that it has not and will not pay, offer, promise or authorize the payment of any money or anything of value (including gifts, samples, hospitality, sponsorships, etc.) directly or indirectly: (1) to any Government Official (defined below); or (2) to any person knowing that all or some portion of such money or thing of value will be offered, given or promised to a Government Official or any other person, for the purpose of:
  - aa. influencing any act, decision or failure to act by a Government Official or any other person in his or her official or employment-related capacity.

- bb. inducing such Government Official or any other person to use his or her influence with a Government (defined below), Government Entity (defined below) or employer to affect any act or decision of the Government, Government Entity or business (including corporations);
  - cc. securing any improper advantage; or
  - dd. assisting Company or Port Agent in obtaining, retaining or directing business.
- c. Port Agent represents, warrants, covenants, and agrees that neither it nor its owners, controlling shareholders, officers or directors have been charged with or found guilty of any criminal offense or held liable for violating any anticorruption or Government procurement law or regulation, testified or provided information in connection with any Government investigation relating to the same, or suspended or debarred from any Government procurement activities.
  - d. Port Agent represents, warrants, covenants, and agrees that none of its owners, controlling shareholders, officers, directors or employees expected to be involved in the performance of services for Company under this Contract is: (1) an official of a political party; (2) a current Government Official (defined below) or a previous Government Official with appearance of, or actual influence on, this Contract or the business of any party involved in this Contract; (3) a candidate for public office; (4) a member of or related to a royal family; or (5) a close relative of an individual described in (1), (2), (3), or (4).
  - e. Port Agent represents, warrants, covenants, and agrees that to the extent Port Agent employs, retains, hires, or utilizes any sub-company, distributor, agent, consultant, or other third party (collectively, "Subcontractors") in connection with the performance of this Contract, Port Agent shall incorporate appropriate compliance-related contractual clauses and obligations in all agreements with such parties in a manner consistent with Sections 11-14 of this Contract. Port Agent shall conduct reasonable pre-retention anti-corruption due diligence on its owners, controlling shareholders, officers, directors and employees involved in the performance of obligations for Company under this Contract. Port Agent represents, warrants, covenants, and agrees that reasonable pre-retention anti-corruption due diligence must be conducted on all Subcontractors and all operations in connection to and payments to Subcontractors shall be monitored to help reasonably ensure compliance with Anti-Corruption Laws, Company's Business Partner Code of Conduct and Anticorruption Policy & Guidelines. In the event that Port Agent is unable to perform such due diligence on a Subcontractor, Port Agent shall promptly provide Company with all necessary information and assistance to enable Company's timely and effective due diligence on such Subcontractor.
  - f. Company retains the right to require Port Agent's full cooperation in ensuring ongoing compliance with requirements within Sections 11-14, including, without limitation, Port Agent's completion of compliance questionnaires and implementation of any compliance measures recommended by Company in a timely and effective manner.
  - g. For the purposes of this Anticorruption Clause, the term "Port Agent" shall mean Port Agent's officers, directors, owners, controlling shareholders, employees, subsidiaries, parents, and affiliates. Furthermore, the term "Government Official" shall mean and include any official or employee of a national, provincial, or local government department, agency, or instrumentality, as well as any official in the judiciary, legislature, or military, anyone acting in an official capacity for any Government (as defined below), or any immediate family member of such persons. "Government" or "Government Entity" means (1) any agency, instrumentality, subdivision or other body of any federal, regional, or municipal government; (2) any commercial or similar entities that the government controls or owns (including any state-owned and state-operated companies, enterprises, entities, or organizations); (3) any international organizations such as the United Nations or the World Bank; and (4) any political party.
  - h. At all times while this Contract is in effect and for at least two years following its expiration or termination, Port Agent shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions under this Contract, including the recipients and nature of every payment or expenditure in connection with performance of this Contract.
  - i. Upon written notice of no less than 14 days to Port Agent, Company or its designee shall have the right at any reasonable time during normal business hours to inspect and copy the accounts, books, records and other information of Port Agent that are related to this Contract. Port Agent shall promptly comply with all reasonable instructions given by Company with respect to the audit and provide any information reasonably required to ensure that Port Agent has complied fully with its obligations under this Contract, including, without limitation, any information reasonably required to: (a) understand the materials contained in any such books, records and accounts; and (b) trace any payments or expenditures in any way related to Company business.
  - j. In the event that Company learns of information raising a reasonable possibility that Port Agent has breached any of the obligations, representations, and warranties in Sections 11-14 of this Contract, Company may suspend any of its obligations under this Contract (including, without limitation, payment obligations) with immediate effect for a reasonable period during which Company investigates such possible breach. In the event Company reasonably determines in its sole discretion that Port Agent has breached any of the obligations, representations, and warranties in Sections 11-14, Company may terminate this Contract upon written notice to Port Agent with immediate effect and without any liability on Company. Furthermore, all obligations of payment to Port Agent by Company shall be immediately extinguished and Company shall have the right to demand the return of all funds already paid to Port Agent, except to the extent that Port Agent can provide reasonable assurances that all or some portion of the funds were not used to make a payment in breach of this Section.

13. Anti-Bribery Obligations.

- a. Each party warrants not to pay any commission, remuneration or brokerage, directly or indirectly off-the-books to, or provide any presents or treatment to, or reach any arrangement aforementioned with the employees, managers or staff of the other party or any third party, except for advertisement gifts of a small price in accordance with business practices and Anti-Corruption Laws.
- b. Gifts may be offered or accepted as long as they are compliant with Anti-Corruption Laws and:
  - aa. infrequent occurrences between the giver and recipient.
  - bb. not solicited.
  - cc. of modest price; and,
  - dd. not in the form of cash or checks.

If any party violates the provisions of this Section 13 it is deemed a serious violation. The observant party has the right to notify the breaching party in writing that it is terminating this Contract. The observant party further retains the right to take additional legal measures and the breaching party shall bear all of the observant party's losses in connection with such breach.

14. Sanctions. Port Agent shall fully comply with all relevant economic sanctions, trade embargoes and restrictions, and import and export control laws, as set forth in the terms and obligations accessible at: <https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/>. These terms and obligations may be revised from time to time. It is imperative that Port Agent regularly review the linked content to ensure ongoing full compliance with the same by its employees and Subcontractors engaged in the Services. A copy of these terms and obligations can be provided by Company upon request.

15. Default/Termination/Obligations Continue.

- a. If a party shall default in its obligations under this Contract and shall fail to cure the default within ten (10) calendar days after notice from the non-defaulting party (unless the default is not curable, in which event there shall be no requirement of notice or cure period), the non-defaulting party may, by notice to the defaulting party, terminate this Contract.
- b. In the event that either party is adjudicated bankrupt, makes an assignment for the benefit of creditors or another arrangement pursuant to applicable bankruptcy or insolvency law, discontinues its business, goes into liquidation or an equivalent winding up process, then the other party may terminate this Contract by giving notice of termination to the first party.
- c. Notwithstanding any provision to the contrary herein, Company may terminate this Contract immediately if Port Agent has a Cybersecurity Incident (as defined below) or a Personal Data Breach as defined in the DPA referenced below.
- d. In addition, Company may terminate this Contract for any other reason upon thirty (30) days' prior written notice to Port Agent.
- e. The termination of this Contract for any reason shall not affect a party's accrued rights, remedies or liabilities, including the performance of Services already paid for at the effective date of termination, or the coming into force, or the continuance in force, of any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after termination.

16. Indemnity. Port Agent shall defend (by counsel satisfactory to Company), indemnify and hold harmless Company and its parents, subsidiaries, affiliates and related companies (and each of their officers, directors, employees, agents, customers and other vendors) from and against any and all claims, demands, suits, proceedings, costs, liabilities, expenses, royalties, profits, judgments, fines or penalties, including interest, court costs and attorneys' fees, which, in whole or in part, arise out of or are in connection with any of the following: (a) any actual or alleged failure of Port Agent to provide Services under this Contract; (b) Port Agent's breach of any provision of this Contract; (c) Port Agent's failure to comply with any applicable international, federal, state or local laws, orders, rules, standards or regulations; (d) any Cybersecurity Incident (as defined below); and (e) any acts or omissions of the Port Agent (or its officers, directors, employees, agents or Subcontractors) in the performance of Services under this Contract. The Company may be represented by and actively participate through its own counsel in any such suit, claim, demand or proceeding if it so desires at Port Agent's expense. Port Agent's defense or settlement of any claims, demands, suits or proceedings shall not include any allegation of fault or impose any liability on the Company without Company's express knowledge and written consent. The indemnification obligations herein shall survive the expiration or earlier termination of this Contract.

17. Insurance.

During the term of this Contract and for the period of any obligations remaining thereafter, Port Agent shall obtain and maintain:

- a. Commercial General Liability Insurance. Such insurance shall cover all operations by or on behalf of the Port Agent and provide coverage for bodily injury and property damage liability including premises and operations, products and completed operations, contractual liability, including the indemnification obligations herein, property damage and personal injury liability. The minimum combined single limit of liability shall be US\$5,000,000 per occurrence, US\$10,000,000 aggregate or the equivalents in foreign currency.



- b. Workers' Compensation Insurance and, if applicable, United States Longshore and Harbor Workers' Compensation Insurance, or the local equivalent insurances to protect workers injured while performing their jobs, with minimum statutory limits required by law of the country where Services are being provided, covering Port Agent's employees; and
- c. Automobile Liability Insurance for bodily injury and property damage in the amount of at least \$2,000,000 (or its equivalent) or the minimum required under applicable legislation if the Port Agent's operations include the transport of passengers, crew or property in owned or leased vehicles.
- d. Professional Liability Insurance covering errors and omissions of Port Agent and breach of contract by Port Agent in the amount of \$5,000,000 USD; and
- e. Cyber Liability Insurance to cover notifications and remediation of data breach in in the amount of at least \$5,000,000 USD each claim and in the aggregate if Port Agent is receiving Personal Data (see Section 19).
- f. Any "other insurance clause" shall be deleted from each of the above policies and the insurance under each such policy shall be primary. The territory of all policies shall apply to any place the Services are performed, respond to claims worldwide and if Services under this Contract will be performed on or about a Vessel, any marine exclusions or territorial limits shall be removed by endorsement from each such insurance policy. The policies will include an endorsement waiving the insurer's right of recovery and subrogation against Company. Company shall be named as an additional insured on Commercial General Liability and Automobile Liability policies, and each policy will provide that it may not be canceled or materially modified without providing Company thirty (30) days' prior written notice. Such insurance coverage shall be with companies reasonably acceptable to Company and Port Agent will provide certificates evidencing such insurance coverage to Company before commencing performance under this Contract.

18. Confidentiality:

- a. Each party expressly agrees and understands that the other party owns and/or controls information and material which is not generally available to third parties and which such other party considers confidential ("Confidential Information") including, as it pertains to Company, the Confidential Information of Carnival Corporation, Carnival plc and the respective subsidiaries, internal branches, divisions, and affiliates of Carnival Corporation and Carnival plc (collectively, "Carnival Corporation & plc"). Confidential Information includes, without limitation, any information of any nature and in any form (whether oral, written, electronic, visual, or otherwise) disclosed by a party (the "Disclosing Party"), or which is otherwise learned by the receiving party (the "Receiving Party") in connection with this Contract, which relates in any way to the Disclosing Party's (and/or, in the case of Company, any member of Carnival Corporation & plc's) business or operations, including, without limitation, Disclosing Party's current or contemplated operations, finances, personnel matters, accounting data, markets, strategies, customers and customer information, expansion plans, pricing plans, market analyses, market projections, consulting and sales methods and techniques, the identity of suppliers of goods and/or services or competitors, software or hardware products, trade secrets, other non-public intellectual property, and the terms and existence of this Contract. For avoidance of doubt, Confidential Information includes non-public information disclosed by Company prior to the effective date of this Contract to the extent such information was disclosed in communications related to the subject matter of this Contract. The parties agree that their respective rights and obligations under this Contract apply retroactively as of the first date on which Company disclosed Confidential Information.
- b. The following shall not be considered Confidential Information: (i) information that was already known to the Receiving Party without obligation of confidentiality prior to disclosure of it to the Receiving Party by the Disclosing Party; (ii) information that is disclosed to the Receiving Party by a third party who does not have any legal, fiduciary or contractual obligation of confidentiality to the Disclosing Party, or in the case of Company as the Disclosing Party, any member of Carnival Corporation & plc; (iii) information that is in the public domain or hereafter enters the public domain through no fault of the Receiving Party; or (iv) information that has been independently developed by the Receiving Party without use, directly or indirectly, of the Confidential Information.
- c. The Receiving Party shall hold the Confidential Information in strict confidence and protect the Confidential Information from disclosure using the same care it uses to protect its own Confidential Information of like importance, but not less than reasonable care. The Confidential Information shall only be revealed to the Receiving Party's employees, affiliates, directors, officers, partners, owners, agents, independent contractors, auditors, attorneys, consultants, and/or advisors (collectively, "Representatives"), who need to know the Confidential Information for the provision or receipt of the Services, as applicable and who are informed of the confidential nature of the Confidential Information, and who agree to be bound by the confidentiality provisions of this Contract. The Receiving Party agrees to be responsible for any breach of this Contract by any of its Representatives. In addition to all other notification requirements set forth in this Contract including, without limitation, those set forth in the DPSA (as defined below), Port Agent shall immediately notify Company in the event of any breach, compromise, vulnerability, or unauthorized disclosure of, or any other incident concerning Port Agent files or systems or those of its Subcontractors, suppliers, affiliates, and/or contractors where such breach, compromise, unauthorized disclosure, or incident involves, contains, or relates to (or could reasonably be expected to involve, contain, or relate to) Company Confidential Information.
- d. In the event that the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information pursuant to this Contract receives a request of any type in any judicial or administrative proceeding or from any governmental or



regulatory authority or otherwise becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with notice of such event promptly upon the Receiving Party obtaining knowledge thereof (provided that the Receiving Party is not otherwise prohibited by law from giving such notice), so that the Disclosing Party may seek a protective order or other appropriate remedy.

- e. Upon termination or expiration of this Contract, or earlier if required by the Disclosing Party, any Confidential Information in any form, including information or materials derived from or including Confidential Information, and in the case of Company as the Disclosing Party, the Company Information, as defined below, in the Receiving Party's possession, shall be either, at the Disclosing Party's written instruction, (i) promptly returned to the Disclosing Party or its duly authorized Representative, or (ii) destroyed under the Disclosing Party's supervision (or the Receiving Party shall furnish the Disclosing Party with an affidavit of such destruction sworn to by a representative of the Receiving Party). The confidentiality obligations set forth herein shall continue during the term of this Contract and survive and continue in full force and effect for five (5) years from the date of termination or expiration of this Contract.
- f. A party's breach of this Section may cause the other party irreparable harm for which money is inadequate compensation, therefore each party agrees that the non-breaching party will be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Section, in addition to damages and other available remedies. If any action is necessary to enforce this Section, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

19. Security, Network Policy, Assessments, and Cybersecurity Incidents.

- a. Network Policy. To the extent Port Agent, its employees, independent contractors, subcontractors, and agents are given access to Company systems in order to perform its Services, Port Agent will be subject to Company's network security policy, which is set forth in this Section 19(a) (but subject to change upon prior notice to Port Agent) (the "Network Policy"). Port Agent will have access to Company systems through Company designated user-ids and passwords only. Port Agent shall notify Company immediately of user terminations or changes in job functions so that access privileges can be modified by Company accordingly. Port Agent is responsible for all use of and access to the Company network system by its employees, independent contractors, and its agents, and Company maintains the right to monitor all user activity and revoke access due to noncompliance with the Network Policy and Security Specifications, as defined below. In addition to the requirements under this Network Policy, Port Agent shall ensure that its own internal security policy(ies) will only allow authorized users to access its systems and will deny all unauthorized access. The Port Agent servers are, and shall be, so long as this Network Policy is applicable to Port Agent, protected by an industry standard firewall. Additionally, the Network Policy mandates the presence of industry standard antivirus software on every desktop. To the extent Company requires Port Agent to implement different firewall or antivirus software for the Services, then Port Agent will implement the same, upon mutual agreement between Company and Port Agent for any reasonable additional cost. Port Agent will use the operating system and version authorized by Company on workstations for loading the emulator software provided by Company to access Company applications. Port Agent will perform any upgrades required to the operating system, if and when required for the applicable Services being provided. Port Agent must notify Company immediately upon its knowledge of any security breaches including, but not limited to, unauthorized access and virus infections. In case there is any non-compliance of the terms hereof, the same will be rectified by Port Agent at Port Agent's cost.
- b. Security and Assessment Requirements. Section 19(b) is applicable to Port Agent if Port Agent meets one or more of the following criteria: (i) Processes or accesses Personal Data (as defined in the DPA) or Confidential Information on behalf of Company; and/or (ii) has access to Company's network, applications, or infrastructure; and/or (iii) provides any SaaS, PaaS, or IaaS cloud services to Company.
  - aa. Security Specifications. Port Agent shall meet or exceed Company's security specifications. "Security Specifications" means the security measures set forth at <https://www.carnivalcorp.com/vendors-suppliers/third-party-portal>, which shall be employed by Port Agent to protect Company Personal Data and Company's Confidential Information in its possession, or when accessing Company's environment, or when providing or utilizing cloud-based services in connection with providing Services. The Security Specifications, the terms of which are incorporated herein by this reference, may be modified by Company from time to time.
  - bb. Pre-Screening. Port Agent shall have completed Company's pre-screening, pre-qualification, or such other process as Company may require, including completion of all forms requested by Company, and certifies that the information provided therein is true, accurate and complete. Such pre-screening, pre-qualification, or such other processes may be a precondition for any Services to be provided under this Contract. Port Agent shall promptly notify Company in writing should it determine that any information it provided in the pre-screening process is inaccurate or incomplete in any material respect. Port Agent acknowledges that Company may require mitigation or remediation of certain identified risks, to be completed in a mutually agreeable timeframe.
  - cc. Annual Assessment. Port Agent shall complete an annual assessment as the Company may require, including completion of all online or offline forms, as requested and directed by Company. Port Agent may also be required to provide proof of documentation and processes as part of the annual assessment. Port Agent

acknowledges that Company may require mitigation or remediation of certain identified risks, to be completed in a mutually agreeable timeframe.

- dd. Cybersecurity Incident Notification. If Port Agent becomes aware of, or has reason to believe or suspect, that there has been a Cybersecurity Incident with respect to Company data, Company Confidential Information, or Company information systems, Port Agent shall, without undue delay, and in any event within forty-eight (48) hours, notify Company in writing directed to [cyber@carnival.com](mailto:cyber@carnival.com) or submit via the reporting site at <http://reportanincident.carnival.com/security> with sufficient information to allow Company to meet any obligations to report such a Cybersecurity Incident. Such notification shall at a minimum and to the extent known by Port Agent at the time but with regular timely updates (i) describe the nature of the Cybersecurity Incident, data involved, and the numbers of records concerned; (ii) identify the name of Port Agent's data protection officer or other relevant contact person(s) from whom more information about the Cybersecurity Incident may be obtained; (iii) describe the likely consequences of the Cybersecurity Incident; and (iv) describe the measures taken or proposed to be taken to address the Cybersecurity Incident. If a Cybersecurity Incident occurs, Port Agent shall not inform any third party without first obtaining Company's express consent, unless notification is required by applicable law to which Port Agent is subject, in which case Port Agent shall to the extent permitted by the applicable law, inform Company of that requirement, provide a copy of the proposed notification and consider any comments made by Company before notifying of the Cybersecurity Incident. As used above, "Cybersecurity Incident" means any Indicator or combination/sequence of related Indicators that materially threatens or compromises the confidentiality, integrity, or availability of Personal Data, Company Confidential Information or Company information systems. This includes any circumstance where Port Agent believes, in good faith, that a leak, destruction, loss, alteration, unauthorized disclosure or access to Personal Data, Company Confidential Information, or any other Company data or information systems has occurred or is reasonably likely to occur. "Indicator" means any observable, logical occurrence involving Port Agent's information system or computerized operational systems that signals a possibility that a Cybersecurity Incident has occurred or is ongoing.
- ee. Cybersecurity Incident Response. In the event of a Cybersecurity Incident. Port Agent shall: (i) fully cooperate with Company or anyone acting on its behalf (and with any law enforcement or regulatory official) to investigate and resolve the Cybersecurity Incident; (ii) make reasonable efforts to identify and remediate the cause of such Cybersecurity Incident and (iii) keep Company up-to-date about developments in connection with the Cybersecurity Incident.

20. Data Processing Terms. The parties will comply at all times with all requirements of Data Protection Law (as defined in the DPA) and with the terms contained in the Carnival Corporation & plc Data Processing Terms ("DPA"), as set out at <https://www.carnivalcorp.com/vendors-suppliers/> as at the date of this Contract, which is incorporated into this Contract by reference, and as supplemented by the details of processing set out in Schedule 1 hereof (the "Data Processing Details"). In the event of any conflict between the clauses in the main body of this Contract and the DPA, the clauses in the DPA shall take precedence.

21. Miscellaneous Terms.

- a. Notices: All notices given under this Contract shall be: (i) in writing; and (ii) either sent by (a) certified mail, postage prepaid, return receipt requested or hand-delivered (including delivery by a reputable, international commercial courier or overnight delivery service), which will be deemed received three business days after mailing with respect to certified mail, and upon receipt of evidence of delivery with respect to hand-delivery; or (b) email, which will be deemed received upon sending, unless the party sending the notice receives a failure to send notification. In the event the notifying party receives a failure to send notification for notice by email, notice shall be provided in accordance with subsection (a) of this Section. Notices addresses for each party is as set forth on the first page of this Contract unless different or additional addresses are provided by the applicable party in writing from time to time. The foregoing shall not prevent the parties from dealing with operational matters through verbal communications.
- b. Assignability/Delegation: Neither party may assign nor delegate, by operation of law or otherwise, any of its rights, liabilities, duties or obligations under this Contract without the express written consent of a duly authorized officer of the other party.
- c. Status: Port Agent is an independent contractor and not an employee, agent, partner or joint venturer of Company. Port Agent acknowledges and agrees that each of the entities comprising the Company as defined by this Contract are separate and distinct legal entities and that each entity is solely responsible for its performance hereunder and that no other entity shall be responsible for the same. For clarity, the Port Agent and the Company agree that if a particular entity comprising the Company terminates this Contract, the Contract shall continue in full force and effect as to all other entities comprising the Company and the Port Agent.
- d. Attorneys' Fees: In the event of any arbitration or litigation under this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the losing party.

- e. Entire Contract: This Contract constitutes the entire, final and complete agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous oral or written agreements with respect thereto.
- f. Additional Operating Companies: Company may provide notice to Port Agent that any subsidiary, division, branch or operating company of Carnival Corporation and/or Carnival plc which is not signatory hereto as of the date hereof (an "Additional Operating Company") is to join in this Agreement and benefit and be subject to the terms and conditions set forth herein. Such notice will reference this Agreement, contain any and all applicable information of such Additional Operating Company (e.g. legal name, address for billing and notice, etc.) and will be executed by Company and the Additional Operating Company. Upon delivery of such notice to Port Agent, the Additional Operating Company will be deemed to be a party to this Agreement. In the event an Additional Operating Company joins this Agreement, it will be solely responsible for its actions (or inactions) hereunder, including without limitation, making payments, and handling all general operational matters relating to this Agreement. It is a condition of this Agreement and Port Agent expressly agrees that none of Company, Carnival Corporation, Carnival plc or any other subsidiary or affiliate of Carnival Corporation or Carnival plc is responsible for any matter hereunder relating to any other Additional Operating Company and Port Agent shall look solely to the Additional Operating Company in question for recourse with regard to any matters relating to such Additional Operating Company's acts or omissions under this Agreement. Port Agent hereby waives any legal right or other right to recourse from Carnival Corporation, Carnival plc and any other affiliate or subsidiary of Carnival Corporation or Carnival plc in connection with any and all matters relating to an Additional Operating Company in connection with this Agreement.
- g. Governing Law:  
This Contract shall be governed by and construed in accordance with the laws of the applicable state or country set forth below based upon the Carnival Corporation & plc signing party hereto or the applicable SOW, without giving effect to choice of law principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Contract or the breach thereof shall only be brought in accordance with the terms of this Section.

Carnival Corporation and Carnival Cruise Line

Governing Law: State of Florida, U.S.A.

Exclusive Jurisdiction: The Federal or State court with competent jurisdiction in Miami-Dade County, Florida

Holland America Line and Seabourn

Governing Law: State of Washington, U.S.A.

Exclusive Jurisdiction: The Federal or State court with competent jurisdiction in King County, Washington

Princess Cruises:

Governing Law: State of California, U.S.A.

Exclusive Jurisdiction: The Federal or State court with competent jurisdiction in Los Angeles County, California

Cunard and P&O Cruises:

Governing Law: England and Wales, U.K.

Exclusive Jurisdiction: A court with competent jurisdiction in England and Wales

- g. Waivers: The obligations of a party shall not be considered to have been waived, by course of dealing or otherwise, unless a duly authorized officer of the other party shall have executed an express written instrument granting such waiver.
- h. Amendments: This Contract may only be amended or modified by a written instrument signed by duly authorized officers of the Port Agent and the Company.
- i. Trademarks: Port Agent shall not use any Company trade names, trademarks, service marks, logos or other Company identifying marks or Company intellectual property for any purpose without the express, prior written consent of Company in each instance.
- j. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part hereof. If any restriction contained in this Contract is held by any court to be unenforceable or unreasonable, a lesser restriction (but the maximum

permitted by such court) shall be enforced in its place and remaining restrictions contained herein shall be enforceable independently of each other.

- k. Counterparts and Signatures. This Contract, including a facsimile, electronic version, or photocopy hereof, may be signed in counterpart, by hand or secure electronic signature, each of which shall be an original, with the same effect as if the signature were an original signature upon the same instrument, and each such signature will be deemed to be an original and valid signature.
- l. Force Majeure. Neither party shall be liable to the other party for delay or failure in the performance of its obligations hereunder, resulting from the occurrence of an Event of Force Majeure (as defined below). An “Event of Force Majeure” is any event beyond a party’s reasonable control that renders performance of a party’s obligations under this Contract impossible, inadvisable, or commercially impracticable and shall include, but not be limited to, acts of God, epidemics, pandemics, disease outbreaks, public health crises, quarantine; acts, recommendations, or orders of any civil or military authority; unforeseeable strikes or labor disputes; riots, war, fire, accidents, explosions, floods, earthquakes, unusually severe weather, or other natural disasters; collision, delay in sailing, prolongation of voyage, voyage deviation; or any act, omission, fault or negligence of any Company guest. The party experiencing the Event of Force Majeure may delay performance of their obligations under this Contract for a reasonable period of time coinciding with the duration of the Event of Force Majeure. In the event that an Event of Force Majeure persists for a period of sixty (60) days or more, either party may terminate all or any portion of this Contract and/or the applicable Services immediately upon notice to the other party without liability for such termination and Company shall receive a prompt refund of all prepaid amounts received by Port Agent from Company for Services not fully completed with such refund being prorated as of the effective date of termination.

# SCHEDULE 1

## DATA PROCESSING DETAILS

### A. PARTIES AND UNDERLYING AGREEMENT

<b>Parties</b>	Company, as defined in the Contract to which this Schedule is attached.	Port Agent, as defined in the Contract to which this Schedule is attached
<b>Contacts</b>	Notices and communications under the DPA: Data Protection Officer, <a href="mailto:privacy@carnival.com">privacy@carnival.com</a>	Notices and communications under the DPA: Data Protection Officer at the address set out in the Port Agent Appointment letter sent by Company to Port Agent
<b>Services</b>	Those services outlined in Section 3 of the Contract to which this Schedule is attached, together with all such other services as may be incidental to the calling of the Vessels at the Port that, in accordance with generally accepted maritime practice applicable to the luxury cruise industry, are customarily provided by port agents.	
<b>Effective Date of DPA</b>	Effective Date of Contract to which this Schedule is attached.	
<b>Term</b>	This DPA will remain in effect until, and automatically expire upon, Recipient's deletion of all Covered Data (whether before or after expiry or termination of the Agreement).	

### B. PROCESSING DESCRIPTION

<b>Transfer 1</b>	
<b>Party transferring data</b>	Company, as defined in the Contract to which this Schedule is attached.
<b>Party receiving data</b>	Port Agent, as defined in the Contract to which this Schedule is attached
<b>Receiving Party's role</b>	<input type="checkbox"/> Controller / business <input checked="" type="checkbox"/> Processor / service provider
<b>Data subjects</b>	Data Subjects include, but are not limited to, Company's customers, employees, officers, contractors/vendors, agents and other personnel. Data Subjects may also include Data Subjects' emergency contacts and individuals sending/receiving mail to/from Vessels.
<b>Personal data transferred</b>	Personal Data Processed may include, but is not limited to, the following: <ul style="list-style-type: none"> <li>- Name</li> <li>- Address</li> <li>- Date of Birth / Age</li> <li>- Contact Information (such as phone or email)</li> <li>- Sex/Gender</li> <li>- Government Identification Numbers (such as passport number or drivers license number)</li> <li>- Government Identification Documents (such as passport, drivers license) and information contained therein (such as photograph/image, place of</li> </ul>

	<p>birth, and physical characteristics such as height, weight, eye color, hair color, sex)</p> <ul style="list-style-type: none"> <li>- Visa Information</li> <li>- Nationality</li> <li>- Citizenship</li> <li>- Health Information (including disabilities, accessibility information, or limited information necessary for arranging healthcare services)</li> <li>- Travel Information</li> </ul>
<b>Special categories of data transferred</b>	<p>Special categories of Personal Data Processed may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>- Government Identification Numbers</li> <li>- Government Identification Documents</li> <li>- Visa Information</li> <li>- Health Information</li> </ul>
<b>Nature and purpose of the processing</b>	<p>Personal Data will be Processed in connection with performance of port agent Services as set forth in Table A above, including, but not limited to:</p> <ul style="list-style-type: none"> <li>- Utilizing Personal Data for purposes of communication with Company personnel in connection with performing Services.</li> <li>- Receiving or transmitting manifests containing Personal Data to customs authorities and assisting Data Subjects with clearing customs.</li> <li>- Referencing Personal Data in connection with baggage handling and/or the handling of mail to and from the Vessels.</li> <li>- Utilizing and conveying Personal Data (including health information) for purposes of arranging (or assisting with arranging) healthcare/medical services for Data Subjects and transportation for Data Subjects in connection with the same.</li> <li>- Utilize Personal Data (including collecting Personal Data, where applicable) to assist coordination flights and other travel arrangements.</li> <li>- Reference Personal Data for purposes of providing assistance to guests with disabilities in connection with embarkation, disembarkation, etc.</li> <li>- Utilizing Personal Data for purposes of communication with Company vendors, suppliers and delivery services in connection with the Services, such as arranging pier access.</li> </ul>
<b>Retention period</b>	<p>Personal Data will be Processed and retained by Port Agent for as long as necessary for Port Agent to fulfill the purposes for which it was collected in accordance with the Contract to which this Schedule is attached, to comply with its legal obligations (including with regards to financial audits) and record keeping requirements, or as otherwise required by applicable law. Permitted data backups and archived data shall be retained until such data is scheduled for deletion in accordance with the provisions of the Contract and DPA.</p>

**C. SUB-PROCESSORS**

Sub-processor name	Services provided	Location

**D. ALLOCATION OF RESPONSIBILITIES (Controller-controller transfers only)**

	Transparency (which party will provide notice to Data Subjects)	Consent (which party will obtain consent from Data Subjects, where required)	Data subject rights requests (which party acts as primary contact point)	Supervisory authority requests (which party acts as primary contact point)
Transfer 1	N/A	N/A	N/A	N/A
Transfer 2	N/A	N/A	N/A	N/A