

1. Identifying Information.

- i. "Captain" refers to the Master of a Ship, or an executive officer of a Ship acting at the Master's direction.
- ii. "Carnival UK" refers to Carnival plc trading (as applicable and without limitation) as P&O Cruises or Cunard Line.
- iii. "Data Protection Law" means the EU General Data Protection Regulation (2016/679) ("GDPR"), the retained EU law version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI2019/419), the UK Data Protection Act 2018 and all other relevant code of practice and/or guidance issued by or with the approval of the Information Commissioner or any trade association or body of which the Port Agent is a member.
- iv. "Port Agent" refers to a port agent appointed by Carnival UK pursuant to these Terms.
- v. "Ships" refer to the cruise ships that Carnival UK owns and/or operates or on behalf of which it makes arrangements.
- vi. "Shore Operations Department" refers only to authorized personnel in such department at Carnival UK who are responsible for port agent operations.
- vii. "Terms" refers to these Terms and Conditions.

2. Purpose of these Terms and Conditions.

Carnival UK operates Ships that call in ports worldwide. If and when a Ship calls in a port, Carnival UK may require the services of a 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 and agrees, through acceptance from time to time of requests for services from Carnival UK, to provide the same in accordance with and subject to these Terms, which shall prevail over any terms of the Port Agent, whenever issued.

3. Financial Operations

Port Agent is to:

- i. Comply with all Carnival UK policies and procedures related to financial operations including, but not limited to, budgeting and financial processing as notified to Port Agent.
- ii. Ensure that Carnival UK receives all costs as charged by the original service provider and is not charged for any commissions or other payments to the port agent or other third parties without Carnival UK's prior written permission.
- iii. Ensure that Carnival UK is receiving all port-related services at the lowest cost while ensuring all service and related requirements are achieved. Competitive bidding, negotiation, and volume discounts are all business practices that shall be employed on behalf of Carnival UK. Documentation must be maintained and available upon request to verify these practices are in place.
- iv. Ensure that Carnival UK is receiving all applicable and potential discounts and incentives as related to port tariffs and other port costs. Immediately advise Carnival UK when there are opportunities to pursue further reductions in current costs, or if port cost increases are planned. If requested, represent Carnival UK to follow-up with local authorities on these matters.

4. Berth and Anchorage Reservations

Port Agent is to make and confirm berth and/or anchorage reservations for a Ship(s) as soon as possible following receipt of a reservation request from Carnival UK Shore Operations Department. As part of this process the Carnival UK Shore Operations Department must be notified if the cost of the port call could be reduced by modifying the length of time in port, the time of arrival or departure, the day of the week, or other variables.

5. Port Operations

Port Agent is to provide the following services:

- i. Arrange and prepare all entrance, clearance, and other documents necessary for a Ship visit that applicable law or practice require.
- ii. Inform all authorities necessary for a Ship visit including Customs, Immigration, Coast Guard and all other governmental authorities that applicable law or practice require; arrange for the timely boarding of all authorities upon Ship's arrival to expedite vessel clearance.
- iii. Represent Carnival UK in the port where necessary and/or as requested by Carnival UK and/or the Captain and perform any and all other activities necessary for a Ship visit that applicable law or regulations require.
- iv. Order pilots, tugs and line handlers as required and/or as requested by Carnival UK and/or the Captain.
- v. Have a clean berth or tender landing prepared for the safe and comfortable use of the Ship's passengers, officers and crew.
- vi. Arrange gangways and other necessary means of access to/egress from the Ship as required.

- vii. Have a representative ready on arrival to assist the Ship in all clearance and related formalities necessary for passengers and crew to go ashore and as necessary to ensure that all Ship operations can proceed as required.
- viii. Throughout the entire stay of the Ship in port have a representative present either onboard, near the Ship, or on a short notice call via telephone or VHF as appropriate under the circumstances.
- ix. Handle the Ship's mail including the forwarding of all packages and goods sent to the Port Agent for delivery to the Ship.
- x. Arrange for fresh water as requested by Carnival UK and/or the Captain.
- xi. Arrange for garbage, hazardous waste, grey and/or black water removal, sludge removal, bilge water removal, or related services if requested by Carnival UK ensuring that all local and other environmental laws are obeyed.
- xii. Make security arrangements as required by the port and/or as requested by Carnival UK and/or the Captain.
- xiii. Arrange for service technicians and other suppliers as requested by Carnival UK and/or the Captain.
- xiv. Arrange for hospitalisation, medical consultations and related transportation for passengers, officers and crew as requested by Carnival UK and/or the Captain.
- xv. Arrange for hotel reservations and transportation for passengers, officers, and crew as requested by Carnival UK and/or the Captain.
- xvi. Arrange for stevedoring, labour and equipment for handling of baggage and stores and related arrangements as requested by Carnival UK and/or the Captain.
- xvii. Assist passengers, officers and crew left behind by a Ship at the port in arranging transport to the next port of call or other destination as requested by Carnival UK and/or the Captain.
- xviii. Forward all documents, mail, baggage and other items and handle lost or delayed luggage as requested by Carnival UK and/or the Captain.
- xix. Perform any and all other activities as required to enable the Ship to enter, remain and leave the port in compliance with all applicable laws, rules, regulations and otherwise.
- xx. Arrange for Customs processing (and other required governmental agency approvals) to enable movement of bonded materials to Ships for boarding.
- xxi. Arrange for local bonded delivery of inbound materials from arrival port to Ships.
- xxii. Arrange for daily temperature inspection of all frozen and refrigerated containers awaiting Ship arrival and report any discrepancies to Carnival UK and the responsible delivery carrier.
- xxiii. Arrange for transport of all ocean containers from their respective container yards to the Ship for loading.
- xxiv. Arrange for the return of empty ocean containers to their respective carrier representatives.
- xxv. Arrange for port and pier access for Carnival UK designated suppliers and delivery companies.
- xxvi. Receive, customs process and forward all landed cargo as per Ship's instructions.
- xxvii. Advise Carnival UK and consignees of shipping details for forwarded cargo items.
- xxviii. Assist and provide all services herein during both dry dock and wet dock.

6. Pre-Arrival Communications

Port Agent is to:

- i. Confirm with all local authorities and Ship that all pre arrival manifests and any other required pre arrival information has been received. Update Ship and Carnival UK of any changes in pre arrival information requirements.
- ii. Confirm, when possible, all services ordered by a Ship one day in advance of the arrival. This communication should include a confirmation of the services ordered by a Ship and the names of individuals and companies providing services and the times the services are to be provided.
- iii. Confirm other information including a description of expected vessel traffic during time of entry, a synopsis of the weather forecast for the time of entry, and any all other relevant information related to the safe and smooth operation of the Ship.

7. Legal Requirements; Port Agent Conduct; Business Ethics

Port Agent agrees to obtain and maintain, at its cost, all permits, licenses and consents (governmental and otherwise) that are necessary or advisable for to enable provision of port agency services.

While providing any of the services governed by these Terms, Port Agent agrees to conduct 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 health and safety of the passengers, officers and crew of the Ships as well as the safety of the Ships themselves. In particular, but without limitation:

- i. Port Agent will comply at all times with all requirements of Data Protection Law and with the terms contained in Schedule A which is incorporated into this Agreement. In the event of any conflict between the clauses in the main body of this Agreement and Schedule A, the clauses in Schedule A shall take precedence to the extent of any conflict only

CARNIVAL UK STANDARD PORT AGENT TERMS & CONDITIONS

- ii. Port Agent represents, warrants, and covenants that none of its principal officers, directors, shareholders, or employees expected to be significantly involved in the performance of services for Carnival UK: (a) have been charged with a criminal offence; or is (b) a current official or employee of any government agency or government-owned enterprise; (c) an official of a political party; (d) a candidate for public office; (e) a close relative of an individual described in (b), (c) or (d); or (e) a past official of any government agency, enterprise, or party;
- iii. Port Agent represents, warrants, and covenants that, in connection with activities performed under these Terms or on behalf of Carnival UK, or in connection with any remuneration Port Agent has received or will receive from Carnival UK, Port Agent has not and will not offer, promise, authorize, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organization, in order to obtain or retain business, to secure an improper advantage for any person, or to secure or influence discretionary action, inaction or a decision of a Government Official(s) ("Improper Payment Activity"). For purposes of these Terms, the term "Government Official" shall mean and include any official or employee of national, local or provincial or state government department, agency, or instrumentality, as well as an official in the judicial, legislative, or military, or anyone acting in an official capacity for any government, or any immediate family member of such persons.
- iv. Port Agent represents, warrants, and covenants that it has complied and will comply with all applicable laws of the United States and any other relevant jurisdictions in connection with the its performance under these Terms. 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 Carnival UK, its personnel, or anyone acting on its behalf to violate or be subjected to penalties under the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, the UK Bribery Act or the applicable anti-corruption laws of other countries.
- v. At all times whilst performing port agency services for Carnival UK and for at least two (2) years following cessation of the same, Port Agent shall keep and maintain its books, records and accounts in reasonable detail to reflect accurately, completely and fairly its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with its performance under these Terms. Carnival UK or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of Port Agent which are in any way related hereto. Port Agent shall provide to Carnival UK or its designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to Carnival UK's business; and (c) ensure that Port Agent has complied fully with these Terms and with the U.S. Foreign Corrupt Practices Act, U.S. and foreign anti-bribery and anti-corruption laws, and other applicable laws and regulations.
- vi. Carnival UK shall have the right to terminate the performance by Port Agent of port agency services for Carnival UK immediately upon written notice to Port Agent in the event Carnival UK develops a good faith belief that Port Agent has breached any of the obligations, representations, and warranties in the anti-corruption provisions in these Terms. In the event Carnival UK learns of information raising a reasonable possibility of such a breach, Carnival UK shall be entitled to suspend performance of its obligations – including any payment obligations – for a reasonable period during in order to investigate such a possible breach.
- vii. If a breach is caused by or linked to payments by Port Agent or any individual or entity acting on its behalf to a foreign official as defined by the U.S. Foreign Corrupt Practices Act ("FCPA"), any obligations of payment by Carnival UK to Port Agent shall be immediately extinguished and Carnival UK shall have the right to demand return of all funds paid to Port Agent by Carnival UK, except to the extent Port Agent can provide reasonable assurances that all or some portion of the funds were not used to make a payment to a foreign official.
- viii. Port Agent shall upon request submit to Carnival UK written certifications as to its compliance with the laws identified in the anti-corruption obligations referenced in these Terms and with the Carnival Anticorruption Policy and Guidelines. Such certificate shall be in form and substance reasonably acceptable to Carnival UK.

Port Agent acknowledges the activities pursuant to this Agreement may be subject to international laws and regulations which impose trade embargoes and economic sanctions on certain countries and individuals, including but not limited to the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, and the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), as set forth in 31 C.F.R. 500-598 and certain executive orders (collectively "Trade Control Laws"). Port Agent agrees to comply with applicable Trade Control Laws in performing its obligations under this Agreement. Port Agent represents and warrants that no person assigned by it to provide the services or any part thereof to Carnival UK is: (1) ordinarily or exclusively resident, located, organized, established or domiciled in any country or territory subject to U.S. territorial economic sanctions administered by U.S. Department of Treasury's Office of Foreign Assets Control "OFAC" or anti-terrorism restrictions under the Export Administration Regulations "EAR" (at present and subject to change: Cuba, Iran, North Korea, Syria, the so-called Donetsk and Luhansk People's Republics, and the Crimea region; collectively "Sanctioned Countries"); (2) any agency, instrumentality or otherwise a

part of the government of any of the Sanctioned Countries or Venezuela; (3) identified on U.S. or other applicable government restricted party lists, including but not limited to the Specially Designated Nationals ("SDN") List, Sectoral Sanctions Identification ("SSI") List and Foreign Sanctions Evaders List maintained by OFAC, the Entity List, Unverified List or Denied Persons List maintained by U.S. Department of Commerce Bureau of Industry and Security's ("BIS"), United Nations Consolidated List, the European Union Consolidated List, the Her Majesty's Treasury Consolidated List, or the Australia Foreign Affairs Consolidated List; or (4) owned (individually or in the aggregate at 50% or greater level) or controlled, directly or indirectly, by, or acting on behalf of, any individual, entity or the government that is described under (1)-(3) above (collectively, "Restricted Parties"). In connection with this Agreement, Port Agent represents and warrants that it will not (1) assign to, subcontract to or otherwise involve any Restricted Parties or any companies or individuals located, ordinarily or exclusively resident, organized, established or domiciled in any Sanctioned Country; or (2) obtain or otherwise provide any items (including fuel, vessels etc.) or services to Carnival UK originating from or otherwise involving any Sanctioned Country or a Restricted Party. In the event that Port Agent becomes aware of any violation of this clause, Port Agent shall immediately notify Carnival UK of such in writing. A failure by Port Agent to comply with any of their obligations pursuant to this clause shall constitute a material breach of this Agreement entitling Carnival UK to terminate this Agreement and the performance by Port Agent of port agency services for Carnival UK immediately upon written notice to Port Agent, without prejudice to the right to claim compensations for the damages suffered in connection with such breach.

Port Agent acknowledges that Carnival UK has established a Business Partner Code of Conduct and Ethics that can be found <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>. Port Agent shall fully comply with the requirements set out in Carnival UK's Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the services. A failure by Port Agent to comply with its obligations pursuant to this clause shall constitute a material breach of this Agreement entitling Carnival UK to terminate this Agreement immediately upon written notice to Port Agent.

In connection with the supply of the services Port Agent shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015 and the US Uyghur Forced Labor Prevention Act. Port Agent acknowledges that Carnival UK publishes a Human Rights Policy which outlines its commitment to protecting and reinforcing global human rights and publishes a statement pursuant to the Modern Slavery Act 2015; these can be found at <http://carnivaluksupplier.co.uk/SupplierDocuments.aspx>.

8. Compensation to Port Agent

- i. Port Agent Fee: Carnival UK agrees to pay Port Agent the Port Agent Fee as agreed from time to time.
- ii. Port Agent Fee is All-Inclusive: Save as set out in iv below, 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.
- iii. Extraordinary Situations: Only in extraordinary situations will Carnival UK reimburse the Port Agent for incremental expenses. Carnival UK will not reimburse Port Agent for any blanket unsupported charges. All incremental expenses must be supported by documentation acceptable to Carnival UK. In addition, overtime will not be paid except under those circumstances where this expense has been approved in advance and in writing by the Shore Operations Department.
- iv. Third Party Costs: In addition, Carnival UK shall, in accordance with its usual financial policies and procedures, pay reasonable and documented (in a form acceptable to Carnival UK) third party costs as agreed in advance by Port Agent and Carnival UK that have been directly paid by Port Agent in the proper performance of the services. By way of example, such costs may include harbour dues, dockage, tugboat fees, pilot charges, stevedoring, and security expenses.
- v. Reporting and Prior Approval of Third Party Costs: Port Agent shall on request report to Carnival UK the following information regarding third party costs and services (a) Service description; (b) Supplier selected; (c) Selection criteria; and (d) Rates and rate structure for services.
- vi. All third party costs are subject to negotiation and approval by Carnival UK prior to the performance of services.

9. Requirements for Third Parties, Employees and Representatives

Port Agent is responsible for ensuring that all third parties retained by Port Agent to enable Port Agent to provide the services, as well as Port Agent and its employees and representatives:

- i. Have and maintain all licenses, certifications and other credentials as are required by applicable law to enable them to perform the activities for which they have been retained.
- ii. Conduct themselves with the highest degree of professionalism and always in a manner that is respectful and courteous to a Ship's officers, crew and passengers.

iii. Conduct themselves at all times in accordance with the requirements of applicable law and these Terms (including, but not limited to Article 7 hereof). Carnival UK reserves the right, to require that Port Agent not assign one or more specific employees, representatives or third parties to the Ships.

10. General Responsibilities of Port Agent

Port Agent is solely responsible for:

- i. Becoming familiar with the physical characteristics of, and operating procedures on, each Ship.
- ii. Knowing the scheduled itineraries of each Ship and responding to scheduled itinerary changes as and when notified of such by Carnival UK.
- iii. Promptly paying and discharging all debts, damages and liabilities whatsoever incurred by Port Agent in connection with the performance of the services.
- iv. 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 Ship, immediately cause same to be discharged or released so as to permit the Ship to proceed in the ordinary course.

11. Insurance

Port agent agrees to obtain and maintain at its cost all insurances that are necessary or advisable and customarily retained by others who provide services of the kind detailed herein. This includes the following minimum requirements (a) General Liability Insurance and, if operations include the transport of passengers, crew or property in owned or leased vehicles, Auto Liability Insurance: Each policy shall be subject to a limit of not less than \$2 million per occurrence and shall name Carnival UK as an additional insured as respects the operations of the Port Agent; and (b) Workers Compensation at Statutory Limits as required by local law.

12. Miscellaneous

- i. Governing Law: These Terms shall be governed by and construed in accordance with the laws of England and Wales, notwithstanding its choice or conflicts of law principles.
- ii. Assignability/Delegation: Neither party may assign or delegate, by operation of law or otherwise, any of its rights, liabilities, duties or obligations under these Terms without the express written consent of a duly authorized officer of the other party, except that Carnival UK may assign these Terms to any entity that Carnival UK controls, is controlled by, or with which it is under common control, without consent.
- iii. Trademarks: Port Agent shall not use any trade names, trademarks, service marks, logos or other identifying marks or intellectual property of Carnival UK for any purpose without Carnival UK's express prior written consent in each instance.
- iv. Status: Port Agent is an independent contractor and not an employee, agent, partner or joint venturer of or with Carnival UK.
- v. Waivers: The obligations of a party shall not be 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.
- vi. Confidentiality: The parties hereby acknowledge and agree that in the course of performing hereunder, each will receive proprietary and confidential information belonging to the other party, including, without limitation, operating and cost data, information regarding the other party's passengers or customers, and other non-public information of the other party ("Confidential Information"). Each party agrees to safeguard and keep confidential the Confidential Information of the other party using the same protections it uses to safeguard its own Confidential information, but no less than reasonable care, and restrict access to it to those of its employees who have a need to receive or have access to the Confidential Information for the purposes of performing under these Terms. The receiving party agrees to notify the disclosing party promptly of any unauthorized or improper dissemination of the disclosing party's Confidential Information.

Schedule A

In performance of the Agreement Carnival UK and the Port Agent shall each collect, use, store, transfer or otherwise process Data (in the capacity as Data Controllers (as defined in Data Protection Law)).

In order to comply with the provisions of Data Protection Law and to ensure the protection of Data, the terms and conditions of this Schedule A shall also apply in addition to the terms of the Agreement.

In this Schedule A, unless the context otherwise requires:

"Agreement"	means the agreement between Carnival UK and the Port Agent.
"Losses"	means all losses, costs, charges, expenses, liabilities, claims, actions, proceedings, fines, penalties, damages and adverse judgments.
"Personal Data"	means all personal data collected, generated, used, stored, transferred or otherwise processed by either party and which will be shared between the parties in connection with performance of the Agreement and which includes but is not limited to: <ul style="list-style-type: none"> (a) name and contact details for passengers and crew on board the Ships; (b) date of birth for passengers and crew on board the Ships; (c) nationality of passengers and crew on board the Ships; (d) official travel document details for passengers and crew on board the Ships; (e) details of medical and mobility requirements for passengers and crew on board the Ships; and (f) specific requirements for passengers and crew on board the Ships.
"We/us"	means Carnival UK.
"You"	means the Port Agent.

1 Compliance with Data Protection Law

You shall:

- 1.1 comply fully with your obligations under Data Protection Law;
- 1.2 appoint a point of contact for data protection matters and provide us with contact details for the same upon request;
- 1.3 ensure that your privacy notices are clear and provide sufficient information to customers for them to understand which of their Personal Data shall be processed and/or shared with us and/or our authorised sub-contractors in connection with their cruise booking and the purposes for the Personal Data sharing;
- 1.4 ensure that all Personal Data that is shared with us is collected, processed and transferred in accordance with Data Protection Law;
- 1.5 ensure that you process Personal Data only to the extent strictly necessary for purposes connected with your performance of the Agreement and that Personal Data is not retained for longer than is necessary for such purposes; and
- 1.6 implement, maintain and at all times operate adequate and appropriate technical and organisational measures to (i) protect the security, confidentiality, integrity and availability of the Personal Data, and (ii) protect against unauthorised or unlawful processing of the Personal Data and against accidental loss, destruction or the making vulnerable of, or damage to, the Personal Data.

2 Subprocessors

In the event that you appoint a subprocessor in respect of any of Personal Data processing activities then you shall ensure that, prior to any processing of Personal Data by the subprocessor, you enter into an agreement with the subprocessor on terms that comply with the requirements of Data Protection Law. You shall remain fully responsible for the acts, omissions and defaults of its subprocessor as if those were the acts, omissions and defaults of the relevant party.

3 Notification of a Personal Data Incident

- 3.1 If you receive any complaint, notice, request (including any information rights requests) or communication which relates directly or indirectly to the processing of the Personal Data by us, you shall immediately notify us in writing at privacy@camivalukgroup.com and shall provide full cooperation and assistance in relation to the same.
- 3.2 If you discover or reasonably suspect:
 - 3.2.1 any unauthorised or unlawful access, processing, use or destruction of any Personal Data;

- 3.2.2 any Personal Data is disclosed or accessed in breach of Data Protection Law; or
- 3.2.3 any loss, theft, damage, corruption or misappropriation by any means of any Personal Data or media, materials, records, or information containing any Personal Data; and/or
- 3.2.4 any other security incident affecting the Personal Data (each a **"Personal Data Incident"**), then you must notify our Data Protection Officer in writing at privacy@camivalukgroup.com no later than 24 hours after discovery of the Personal Data Incident and provide without undue delay the details of the nature of the Personal Data Incident including, the categories and approximate numbers of data subjects concerned and the categories and approximate number of Personal Data records concerned, the likely consequences of the Personal Data Incident, and the measures taken or proposed to be taken to address the Personal Data Incident including measures to mitigate possible adverse effects for data subjects.

- 3.3 You shall, where relevant, provide full cooperation, information and assistance to us in relation to any Personal Data Incident in accordance with Data Protection Law and our reasonable instructions.

4 Change in Law

In the event of any change in Data Protection Law you shall, take such steps (including agreeing to additional obligations or executing additional documents) as may be required by us in order to ensure continued compliance with Data Protection Law.

5 Indemnity

You shall indemnify and keep us indemnified against all Losses that we may suffer, sustain or incur as a result of any breach by you (or a subprocessor on your behalf) of the provisions of this Schedule A or any act, omission or default of any subcontractor which, had that act, omission or default been committed by you, would constitute a breach of this Schedule A. For the avoidance of doubt, you agree that any provisions contained in the Agreement which have the effect of limiting your liability shall not apply to Schedule A.