

## **Influencer Agreement, Part B - General Terms and Conditions (Contracting with Influencer's Service Company)**

### **1. Definitions**

The following definitions shall apply to this Agreement, together with the definitions provided for in Part A.

<b>Advertising Law</b>	means all applicable advertising laws, rules, regulations and guidelines including but not limited to the Advertising Standards Agency's CAP and BCAP codes and Guide to Making Clear that Ads are Ads and any guidance provided by Competitions & Markets Authority
<b>Agreement</b>	means Part A and Part B together with any appendices
<b>Brand Guidelines</b>	means Carnival's brand guidelines as notified to the Influencer from time to time
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
<b>Business Hours</b>	means the period from 9.00am to 5.00pm (GMT/BST) on any Business Day
<b>Carnival Materials</b>	means materials provided to the Influencer by Carnival in connection with the Services
<b>Influencer Assets</b>	means the Influencer's pre-existing trade marks, service marks, logos, other materials connected with the Influencer's brand, names (including nicknames and stage names), biography, signature, image, voice and likeness
<b>Influencer Guidelines</b>	means the guidelines appended to this Agreement
<b>Influencer Materials</b>	means all materials created by the Influencer in providing the Services (including without limitation the Content and any other photographs, audio-visual content, artwork, graphics, designs, performance and any other material protected by intellectual property rights)
<b>Promotional Term</b>	means the period of one (1) year after the Live Period whereby Carnival may promote the Content organically
<b>Services</b>	means the brand promotional endorsement services set out in Part A of this Agreement to be provided by the Influencer, including but not limited to creating and publishing the Content
<b>Term</b>	has the meaning given to it in clause 2
<b>Third-Party Content</b>	means materials protected by intellectual property rights owned or controlled by third parties

### **2. Term**

This Agreement shall commence on the Effective Date and shall continue until the later of the completion of the Live Period or the Promotional Term, after which it shall terminate automatically without notice.

### **3. Influencer Obligations**

- 3.1. The Influencer Company agrees, on its own account and on behalf of the Influencer, that it will:
  - 3.1.1. perform the Services in a competent manner and with all reasonable care, skill and ability and promptly comply with all timings set out in Part A, Carnival's reasonable

instructions in connection with this Agreement, and with the Influencer Guidelines and the Brand Guidelines.

- 3.1.2. not make any derogatory statement relating to Carnival or the Brand in public, online, to the press or elsewhere.
- 3.1.3. create the Content and perform any other Services in accordance with the relevant media platform's terms of use, the law, the CAP and BCAP advertising codes, the Competition and Markets Authority's guidance on social media endorsements and all other applicable regulatory guidance, as updated from time to time. Without limiting the foregoing, the Influencer Company procures that the Influencer shall use an appropriate disclosure (such as #ad) in the Content in a way that is clear and comprehensible before the consumer engages with the content.
- 3.1.4. shall not capture, use, or publish any image, video, or other depiction of any guests in Content without obtaining prior written consent from the individual(s) concerned. This includes, but is not limited to, posting on social media, blogs, or any other public platform. Breach of this clause will constitute a material breach of this Agreement.
- 3.1.5. at the request of Carnival remove the Content or any part thereof which are derogatory of Carnival or the Brand over which it has control both from the Social Media Account(s) and any other media as soon as practicably possible.

### **4. Compensation**

- 4.1. In consideration for the proper performance of the Services, Carnival will provide the Influencer Company with the Compensation and the Expenses.
- 4.2. The Influencer Company shall submit invoices for the Compensation and/or pre-agreed Expenses to Carnival at the intervals specified in Part A, and where no interval is specified, invoices shall be submitted after completion of the Services. Each invoice shall include all reasonable supporting information required by Carnival. Carnival shall pay each valid invoice due and submitted to it within 60 days of receipt.
- 4.3. Where an Influencer Agent has been identified in Part A of this Agreement, the Influencer Company irrevocably authorises and requests Carnival to pay any money due to the Influencer Company under this Agreement to the Influencer Agent, on submission of invoices by the Influencer Agent. Any payment made by Carnival to the Influencer Agent in accordance with this Agreement shall constitute good and sufficient discharge of Carnival's corresponding payment obligation.

### **5. Intellectual Property Rights**

- 5.1. Carnival agrees that all intellectual property rights in Influencer Materials and Influencer Assets shall vest in and remain the sole property of the Influencer and/or the Influencer Company at all times.
- 5.2. The Influencer Company grants and procures that the Influencer grants to Carnival, for the Promotional Term, a non-exclusive worldwide licence to use, and to authorise others to use, the Influencer Materials and the Influencer Assets for the purpose of promoting the Influencer's association with, and provision of Services to, Carnival including by using and promoting the Content on Carnival's own websites, official social media pages and other marketing and publicity material in any medium. Notwithstanding the foregoing, Influencer Company acknowledges and agrees that any content posted online by Carnival (including promotional materials on Carnival's media channels (whether known or hereafter developed)) featuring the Influencer Materials and/or the Influencer Assets may be available after the expiry of the Promotional Term and Carnival shall not be responsible for proactively removing such materials from its digital channels. The Influencer Company acknowledges that Carnival is not responsible for third parties'

use of the Influencer Materials and Influencer Assets or for their removal from media outside its control after the expiry of the Term. Carnival shall not modify the Influencer Materials and/or the Influencer Assets without the prior written approval of the Influencer Company (which shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, it is acknowledged that minor amendments by Carnival to the Influencer Materials and/or Influencer Assets (e.g. removal of text overlaid on the Content or replacement of background music) is permitted provided that Carnival notifies the Influencer Company and/or the Influencer's Agent in advance of any use and no objection is received within five (5) Business Days.

- 5.3. Carnival grants the Influencer Company, for the Live Period, a non-exclusive worldwide licence to use Carnival Materials solely for the purpose of creating the Content and performing the Services. Other than under this licence and clause 5.6, the Influencer Company shall not acquire any right in or title to Carnival Materials.
- 5.4. Any goodwill derived from the use of Carnival Materials by the Influencer and/or the Influencer Company shall accrue to Carnival. Carnival may, at any time, call for a document confirming the assignment of that goodwill and the Influencer Company and/or Influencer shall immediately execute it.

If either party wishes to include in the Services any Third-Party Content it shall:

- 5.4.1. identify such Third-Party Content to the other party and, in the case of the Influencer Company, not include such Third-Party Content without Carnival's prior written consent (save where it is so minor or incidental as not to infringe third-party rights).
  - 5.4.2. unless otherwise agreed by the other party on a case-by-case basis, secure any licences, consents and waivers required for the use of such Third-Party Content by both parties as envisaged in this Agreement, including without limitation its incorporation in the Content as posted on the media and provide evidence of its having done so on reasonable notice and request. Where such rights have been obtained, each party shall comply with any restrictions or conditions on the use of Third-Party Content notified to it by the party responsible for securing rights in it.
- 5.5. Each party may during and after the Term use any Content approved by Carnival for: its own internal archiving purposes; industry awards; (in the case of Carnival) for training, investor communications and other internal and not primary advertising purposes; and (in the case of the Influencer Company) to promote its services to other potential clients in a section of its media accounts only accessible to potential clients or via the Influencer's Agent.
  - 5.6. The terms of this clause 5 shall survive termination of this Agreement for any reason.

## 6. Warranties and Indemnities

- 6.1. Carnival warrants, represents and undertakes that:
  - 6.1.1. it has full power and authority to enter into this Agreement and that by doing so it will not be in breach of any obligation to or right of any third party.
  - 6.1.2. Carnival Materials will not, when used in accordance with this Agreement, infringe the intellectual property rights or other rights of any third party.
- 6.2. Carnival and the Influencer Company anticipate that this Agreement shall not constitute an employment relationship. The Influencer Company agrees to reimburse Carnival (on an after-tax basis) any amounts Carnival is required to pay to a tax

authority in respect of income tax, national insurance contributions or any like taxes, together with interest and penalties thereon.

- 6.3. The Influencer Company warrants, represents and undertakes and procures that the Influencer shall warrant, represent and undertakes that:
  - 6.3.1. they have the legal capacity and are free contractually to enter into and to perform this Agreement and have not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent their doing so.
  - 6.3.2. the Influencer Assets and the Influencer Materials (excluding Carnival Materials) are wholly original and their use in accordance with this Agreement will not infringe the intellectual property rights of any third party.
  - 6.3.3. the Influencer Assets and the Influencer Materials (excluding Carnival Materials) will not contain any defamatory matter, breach any contract, law or duty of confidentiality, infringe data protection rights or constitute contempt of court or obscenity.
  - 6.3.4. the Influencer Assets and the Influencer Materials (excluding Carnival Materials) will comply with the relevant media platform's terms of use and Advertising Law, including but not limited to:
    - 6.3.4.1. clearly and conspicuously disclose their true identity and that they have received compensation and products and/or other incentive items from the Brand (as applicable). A failure to make the required disclosures in the Content shall be deemed a material breach of the Agreement.
    - 6.3.4.2. not make any false, misleading or deceptive statement and not make any product performance or attribute claims about the Brand products or services (the Influencer may express opinions but will not make any factual claims about the products or services).
  - 6.3.5. they have not used paid followers, bots or other forms of technology to artificially inflate their follower numbers or make their posts appear more popular.
  - 6.3.6. Influencer shall be bound by, and comply with, the Brand's Booking Conditions available on the Brand's website, in relation to any travel on the Ship in connection with the Services.
  - 6.3.7. Influencer shall maintain appropriate insurance policies, for the duration of this Agreement, covering its obligations and anticipated activities under this Agreement, including without limitation, travel insurance and public liability insurance, with a reputable insurance provider.
- 6.4. The Influencer Company shall indemnify Carnival against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Carnival arising out of or in connection with any third-party claims or any action, adjudication or decision taken against Carnival by any regulatory body, in each case directly or indirectly arising (in whole or in part) out of any breach of clause 6.

## 7. Liability

- 7.1. Nothing in this Agreement shall limit any liability:
- 7.1.1. under clauses 6.3 and 6.4;
  - 7.1.2. which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation; or
  - 7.1.3. for either party's deliberate default.
- 7.2. Carnival's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the sum paid or payable by Carnival to Influencer Company under this Agreement.
- 7.3. Subject to clause 7.1, neither party shall have any liability to the other for:
- 7.3.1. loss of profits or income;
  - 7.3.2. loss of sales or business;
  - 7.3.3. loss of agreements or contracts;
  - 7.3.4. loss of anticipated savings;
  - 7.3.5. loss of use or corruption of software, data or information;
  - 7.3.6. loss of or damage to goodwill; or
  - 7.3.7. indirect or consequential loss.
- 7.4. Subject to clause 7.1, Carnival shall have no liability for loss of publicity or loss of opportunity to enhance the Influencer's reputation.

## 8. Termination

- 8.1. Carnival may terminate all or part of this Agreement without penalty at any time by giving written notice to Influencer Company (e-mail permitted). In such event, Carnival shall pay Influencer Company the undisputed portion of the Compensation properly due for Services performed in accordance with this Agreement up to the effective date of termination, together with any pre-agreed and properly evidenced third-party costs unavoidably incurred by Influencer Company before receipt of the termination notice, provided that such costs were approved in advance in writing by Carnival. Influencer Company shall procure that all reasonable steps are taken to mitigate any losses and costs arising
- 8.2. Carnival may terminate this Agreement immediately by written notice to Influencer Company if the Influencer and/or Influencer Company fails, neglects or refuses to perform any obligation under this Agreement, if the Influencer commits a crime, or if the Influencer and/or Influencer Company becomes involved in any situation or activity which, in Carnival's reasonable opinion, may expose Carnival or the Brand to disrepute, scandal, ridicule or unfavourable publicity, or otherwise prejudice the promotion or endorsement of the Brand. If Carnival terminates under this clause, Carnival shall have no obligation to make any further payment other than any undisputed fees properly due for Services fully performed in accordance with this Agreement before the date of termination. Influencer Company shall not be entitled to any wasted costs, loss of profit or payment for unperformed Services.
- 8.3. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 8.3.1. the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- 8.3.2. the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 8.3.2; or
- 8.3.3. the other party suspends or ceases, or threatens to suspend or cease, carrying on business.

## 9. Confidential Information

- 9.1. Each party undertakes that it shall not, at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.
- 9.2. Each party may disclose the other party's confidential information:
- 9.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.
  - 9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 9.4. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

## 10. Business Ethics

- 10.1. The Influencer Company 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 the Influencer Company regularly review the linked content to ensure ongoing full compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of the Services. A copy of these terms and obligations can be provided by Carnival upon request.
- 10.2. The Influencer Company acknowledges that Carnival has established a Business Partner Code of Conduct and Ethics that can be found <https://www.carnivaluksupplier.co.uk/>. The Influencer Company shall fully comply with the requirements set

- out in Carnival'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 the Influencer Company to comply with its obligations pursuant to this clause shall constitute a material breach of this Agreement entitling Carnival to terminate this Agreement immediately upon written notice to the Influencer Company.
- 10.3. In connection with the supply of the Services, the Influencer Company 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. The Influencer Company acknowledges that Carnival publishes a statement pursuant to the Modern Slavery Act 2015 that can be found at <https://www.carnivaluksupplier.co.uk/>. The Influencer Company hereby confirms its commitment to adopting practices that support the requirements and principles set out in Carnival's Modern Slavery Statement.
- 10.4. The Influencer Company represents, warrants, and covenants that it has not and will not take any action that would cause Carnival, its affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.
- 10.5. At all times while this Agreement is in effect and for at least two (2) years following its expiration or termination, the Influencer Company shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with the Influencer Company's performance of this Agreement. Carnival or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of the Influencer Company which are in any way related to the Agreement. The Influencer Company shall provide to Carnival 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's business; and (c) ensure that the Influencer Company's has complied fully with the terms of the Agreement and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.
- 11. General**
- 11.1. **Force Majeure:** Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more than 30 days, the party not affected may terminate this agreement by giving not less than 7 days' written notice to the affected party.
- 11.2. **Notices:** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or next working day delivery service or e-mail, at the address specified in Part A or such other address as that party may have specified to the other party in writing in accordance with this clause. Any notice shall be deemed to have been received:
- 11.2.1. if delivered by hand, at the time the notice is left at the proper address;
- 11.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 11.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 11.3. **Assignment.** The Influencer Company may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of Carnival.
- 11.4. **Entire Agreement.** This Agreement contains the entire understanding of the parties. This Agreement shall be binding upon the parties, the parties' heirs, executors, assigns and administrators and shall inure to the benefit of each other and their successors and assigns.
- 11.5. **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party. For the avoidance of doubt, any terms referred to in this Agreement as applying as updated from time to time shall apply in their updated form in accordance with this Agreement, without the need for a further signed amendment.
- 11.6. **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11.7. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 11.8. **Rights of Third Parties.** Unless it expressly states otherwise, this Agreement does not give rise to any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 11.9. **Relationship of the Parties.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Influencer Company is an independent contractor and shall have no authority, and shall procure that the Influencer has no authority, to bind Carnival or hold themselves out as having authority to bind Carnival in any way. Nothing in this Agreement shall render Influencer Company or the Influencer an employee, worker or other personnel of Carnival and Influencer Company shall be solely responsible for its own and the Influencer's taxes, national insurance contributions and similar liabilities, subject to the terms of this Agreement.
- 11.10. **Governing Law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.