

AIDA Cruises General Terms and Conditions for the Purchase of Goods and Services

These General Terms and Conditions for the purchase of goods and services (hereinafter referred to as "**GTC**") of AIDA Cruises - German Branch of Costa Crociere S.p.A., Am Strande 3d, D-18055 Rostock, Germany (hereinafter referred to as "**Purchaser**") shall apply to the purchase and delivery of goods to the Purchaser and to the commissioning and provision of services and work for the Purchaser. The term "**Delivery**" is used in these GTC for the delivery of goods and/or the provision of services and/or work. The provider of the Service is referred to as "**Supplier**". Purchaser and Supplier are jointly referred to as "**Parties**". The term "**Order**" is used in these GTC for the Purchaser's request to supply of Goods and/or to provide Services and/or Works.

Part A: General Provisions

1. Definitions and scope of the GTC

- 1.1** Every Delivery by the supplier and Orders on the part of the Purchaser shall be performed exclusively based on these GTC. They shall also apply to all future Orders and Deliveries, even if they are not separately agreed again or are not specified or excluded in the order or the service description.
- 1.2** Part B of these GTC contains supplementary provisions for IT services. In case of doubt, the special provisions of Part B shall take precedence over those of Part A where IT services are concerned.
- 1.3** Terms and conditions of the supplier or third parties shall not apply, even if their validity is not separately objected to in individual cases. This shall not apply if otherwise agreed in writing between the parties.
- 1.4** The legal relations between the Parties are solely governed by the contract concluded in writing or in text form, including these GTC. Oral promises made by the Purchaser prior to conclusion of the contract are non-binding and are replaced by the contract including these GTC. Additions and

amendments to the contracts made, including these GTC, as well as declarations of the parties must at least be in text form to be effective, unless these GTC provide for the written form.

2. Orders, contracts

- 2.1** The Purchaser is entitled to change the time and place of performance as well as the type of packaging at any time by giving notice in text form or in writing with a reasonable period before the agreed delivery date. The Purchaser shall not be in default of acceptance as a result of such a change.
- 2.2** Deviations of the agreed quality characteristics that are customary in the trade and deviations that are due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts or services, are permissible, provided they do not impair the usability for the contractually intended purpose. The same applies to changes in product specifications and performance features, provided that these can be implemented within the normal production process or the performance of the supplier without significant delay.
- 2.3** The Purchaser does not guarantee the supplier a minimum turnover and no purchase of a minimum quantity. Such an agreement shall only be concluded if it is expressly agreed in writing between the parties for the specific individual case.
- 2.4** The purchaser does not grant the supplier any exclusivity rights. An exclusive cooperation only comes about if it has been expressly agreed in writing.

3. Provision of Delivery

- 3.1** If the Delivery involves the delivery of goods, the documentation, the execution of the delivery, labelling, packaging, collection, dispatch, transport of the goods and invoicing must be carried out by the Supplier in accordance with the instructions and logistical procedures of the Purchaser.
- 3.2** The time and place of performance are - if specified in the order - of material importance to the

contract. The Purchaser shall be entitled to refuse, at the expense and risk of the Supplier, all Deliveries which are delivered prior to the specified time of performance or to an address other than the address specified in the Order and to return them to the Supplier or to charge the Supplier for the relevant storage and/or other costs incurred thereby.

- 3.3** The Supplier is obliged to inform the Purchaser in text form without delay if circumstances occur or become apparent, whether or not from his sphere of influence, according to which the agreed Delivery date cannot be met. If the Delivery date can be gathered from the Order, the Supplier shall be in default at the end of this day without the need for a separate reminder from the Purchaser.
- 3.4** If the Order involves the delivery of goods, the risk of accidental loss of the goods shall only pass to the Purchaser when the goods are handed over to the Purchaser at the place of destination, i.e. not already when the delivery item is handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. This applies accordingly if dispatch of the goods has been agreed. If the Purchaser is in default of acceptance, the Supplier is obliged to treat the goods with the utmost care in order to avoid loss or damage to the goods.
- 3.5** If services are performed on the premises of the Purchaser or if the transfer of the goods to a ship of the Purchaser has been agreed, the specific safety regulations there and the other internal regulations of the Purchaser, which will be made available to the Supplier on request, shall apply.
- 3.6** If the Order involves the provision of services and/or work creation, the Supplier warrants that it will provide the service itself or have it provided by adequately trained and qualified personnel. If the Supplier employs personnel to perform the services, such personnel shall be subject solely to the Supplier's right to issue technical and, if applicable, disciplinary instructions.
- 3.7** If the Delivery consists of different components, the Supplier is obliged to transparently document the operating times, the number of personnel used and the actual time of Delivery. This documentation is at the same time an essential part of the proper invoicing of the respective Order.

Any exceptions to this provision are at the discretion of the Purchaser, who shall inform the Supplier thereof at least in text form.

4. Prices/remuneration, invoicing, default

- 4.1** The price or remuneration stated in the Order is binding. Modified list prices or remunerations of the supplier are not applicable unless they have been agreed upon with the Purchaser in advance at least in text form.
- 4.2** Unless otherwise agreed, the price or remuneration includes any applicable taxes, fees or charges, such as the value added tax. In addition, all costs and expenses of the Supplier shall be deemed to be covered by the price or remuneration stated in the Order, unless expressly agreed otherwise at least in text form.
- 4.3** If the price does not include packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, it shall be charged at the original price. Upon request, the supplier shall take back the packaging at his own expense.
- 4.4** Unless otherwise agreed, payment shall become due upon provision of the complete service or acceptance of the service, whichever comes later. Unless otherwise agreed, the payment period is 30 days after receipt of invoice. If payment is made within 15 days of the invoice date, the Purchaser is entitled to deduct a 3% discount on the invoice amount.
- 4.5** All documents sent from the Supplier to the Purchaser shall include, as far as known, the order or Supplier-number, the article number, a short description of the service and the place of performance. Should one or more of these details be missing and should processing be delayed in the normal course of business as a result, the payment shall be extended by the period of the delay.
- 4.6** The Supplier is obliged to issue invoices in accordance with the formats and conditions specified by the Purchaser and to use an invoicing system specified by the Purchaser, provided that the Purchaser requests the Supplier to do so and provides specific instructions for invoicing.
- 4.7** In the event of default of payment, the Purchaser shall owe the statutory default interest (§ 288 BGB) above the base interest rate in accordance

with § 247 BGB. The assertion of any further damages due to late payment is excluded.

- 4.8 In the event of delay in performance by the Supplier, the Purchaser shall be entitled, after prior unsuccessful reminder at least in text form, to demand from the Supplier a lump-sum contractual penalty in the amount of 1% of the concrete individual order value for each commenced week of delay in performance, limited to a total of a maximum of 5% of the concrete individual order value. The Purchaser may assert further claims and rights.

5. **Set-off, retention, assignment, reservation of title**

- 5.1 The supplier may only offset if the respective claim against which offsetting is to be made is undisputed or has been legally established by a court of law.
- 5.2 The Purchaser is entitled to offset and/or retention in accordance with the statutory provisions.
- 5.3 The Supplier is not entitled to assign his claims from the contractual relationship to third parties. This does not apply if it concerns monetary claims from invoices issued to the purchaser and the payment period of 30 days has been exceeded by more than 15 days.
- 5.4 Retention of title by the Supplier is excluded unless this has been expressly agreed in writing between the parties.

6. **Warranty**

- 6.1 The Supplier must take all necessary measures to ensure that the services are of the highest quality and at least meet the generally accepted standard.
- 6.2 In the event of defects, the Purchaser is entitled to the statutory rights without restriction. The warranty period is 30 months from the transfer of risk. It is assumed in favour of the Purchaser that a defect that is discovered during the first six months after performance of the service or acceptance of the service already existed at the time of performance of the service or acceptance, unless this assumption is incompatible with the type of object delivered or defect.
- 6.3 The supplier undertakes to carry out a final per-

formance check. Insofar as an obligation to inspect the delivery item exists for the Purchaser in accordance with § 377 HGB (German Commercial Code), this obligation shall be limited to a minimum inspection for obvious defects or defects that are easily detectable during normal use. Insofar as a defect can only be detected when the goods are put into use or put into operation, the scope of the obligation to inspect shall initially be limited to recognisable external defects. A complaint by the Purchaser is in any case in time if it is made within 15 days, calculated from the date of performance or acceptance or, in the case of hidden defects, from the date of discovery of the defect. In the case of deliveries which are intended for consumption, use or commissioning on a ship belonging to the Purchaser, delivery within the meaning of § 377 HGB shall only be made when the delivery is made on the ship. Timely dispatch of the notification of defects shall be sufficient for compliance with the deadline.

- 6.4 Upon receipt of the notification of defects by the supplier, the limitation of warranty claims is suspended until the supplier rejects the claims in writing or rectifies the defect or otherwise refuses to continue negotiations on claims in writing. In the case of replacement services and rectification of defects, the warranty period for replaced parts and rectifications of defects shall start anew.
- 6.5 Acceptance of performance or approval of samples or specimens submitted does not constitute a waiver of warranty claims.
- 6.6 The Purchaser is entitled to remedy the defects himself at the Supplier's expense if the Supplier is in default with the subsequent performance, i.e. the rectification of the defect or the replacement of the defective service.

7. **Standards and guidelines of the purchaser**

- 7.1 The Supplier undertakes to comply with the following standards and guidelines of the Purchaser, which are attached to these GTC as annexes:
- ***Annex I: Summary of the Anticorruption Policy,***
 - ***Annex II: Compliance with sanctions***
 - ***Annex III: Code of Conduct and Ethics for Business Partners,***

- **Appendix IV: AIDA Cruises Travel Policy for External Service Providers** (applicable insofar as the provision of services requires travel activities and the reimbursement of travel expenses is not already covered by the agreed remuneration.)

7.2 If the Supplier violates any provisions of these standards and guidelines, this shall be considered a breach of a principal obligation to perform and shall entitle the Purchaser to withdraw from the contract or to terminate the contract for good cause and to cancel the orders.

8. Export/import restrictions, information on substances

8.1 The supplier undertakes to comply with the applicable regulations on export and import controls for the respective ordered service.

8.2 The Supplier shall, upon request, provide the Purchaser with information on the substances contained in the Goods in order to enable the Purchaser to comply with its obligations under the SOLAS II Convention and the Hong Kong Convention on the Safety and Environmentally Sound Recycling of Ships and all related EU legislation.

9. Minimum wage and social security contributions

9.1 The Supplier undertakes to comply with all applicable statutory provisions, in particular with regard to the Minimum Wage Act (MiLoG), as well as to pay the contributions in accordance with the Employee Secondment Act (AEntG) and to pay social security contributions or contributions to professional associations, insofar as these provisions apply to the Supplier. Upon request of the Purchaser, the Supplier shall provide evidence of the fulfilment of these obligations by means of suitable documents.

9.2 In addition, the Supplier shall indemnify the Purchaser against all claims and demands of third parties in this connection.

10. Documents, rights of use and Intellectual Property rights

10.1 All specifications, graphics, photographs, films, presentations, data or other documents and information provided to the Supplier for the performance of the Services shall remain the property of the Purchaser and may be used, reproduced or made available to third parties by the

Supplier exclusively for the performance of the Contract. The purchaser reserves the industrial property rights to all documents and information provided to the supplier.

10.2 Within the framework of the placing and processing of the Order, the Purchaser is entitled to make drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to him within the framework of the Order accessible to third parties in terms of content, to make them known, to use or reproduce them himself or through third parties, even without the express consent of the Supplier, insofar as this should be necessary for the concrete performance of the service and the operating procedures of the Purchaser.

10.3 The Purchaser shall receive a spatially and temporally unlimited, transferable and irrevocable right of use and exploitation of all performance results protected by copyright and/or other industrial property rights, including the Supplier's documents specifically produced for the performance of the contract, while maintaining the moral rights of the author. The Supplier shall make available the performance results achieved within the scope of the contract free of all rights of third parties which may limit or exclude the contractual use and exploitation by the Purchaser.

10.4 The use by the Supplier of trademarks or identification marks of the Purchaser is not permitted unless the Purchaser agrees to the specific use in advance in writing. In particular, the Supplier is not permitted to use the Purchaser's trademarks, name, logo and/or work results or extracts thereof for the purpose of self-promotion without the express prior consent of the Purchaser in text form with regard to the specifically planned use in each case.

11. Liability

11.1 The Supplier shall guarantee that no industrial property rights of third parties are infringed by his performance. The Supplier is obliged to indemnify the Purchaser from all claims which third parties assert against the Purchaser for the infringement of industrial property rights and to reimburse all necessary expenses in connection with this claim, unless the Supplier proves that he is not responsible for the breach of duty underlying the infringement of property rights.

- 11.2** The Supplier is also liable for defects caused by his legal representatives and vicarious agents.
- 11.3** In all other respects, the Supplier's liability shall be determined in accordance with the statutory provisions. Any restrictions or limitations of the Supplier's liability are invalid.
- 11.4** If the Purchaser is obliged to carry out a recall campaign in relation to third parties due to a defect which is attributable to the performance of the Supplier or his legal representatives or vicarious agents, the Supplier shall bear all costs associated with the recall campaign.
- 11.5** The Supplier shall maintain a product and business liability insurance policy with appropriate insurance sums that is customary in the industry and which must be proven to the Purchaser upon request.
- 11.6** The assertion of further legal claims due to material defects or defects of title of the delivered goods or services rendered shall remain unaffected.
- 12. Termination of contract or cancellation of orders**
- 12.1** The statutory provisions on termination or withdrawal apply. This also includes the right to terminate or withdraw for good cause.
- 12.2** The Purchaser shall be entitled to withdraw from the contract at any time by means of a declaration at least in text form stating the reason or to terminate the contract extraordinarily if the Purchaser is unable to use the subject of the performance in his business operations due to circumstances occurring after conclusion of the contract for which the Supplier or a third party commissioned by the Supplier is responsible (such as e.g. failure to comply with statutory, official or internal company requirements), or if such use is only possible at considerable expense.
- 12.3** The Purchaser is entitled to cancel orders before complete fulfilment if exceptional circumstances exist which make timely performance impossible or threaten to make timely performance impossible with a high degree of probability and if a postponement of performance into the near future is unreasonable. Exceptional circumstances include, without any limitation whatsoever, cases of force majeure such as the outbreak or combating of pandemics/epidemics, natural disasters,

strikes, sovereign measures or similar events which are beyond the control of the parties and the legal or factual restrictions caused thereby make it impossible, either directly or indirectly, to render performance temporarily or permanently. The parties are obliged to inform each other of the existence of such circumstances immediately, at least in text form.

13. Confidentiality

- 13.1** The Supplier is obliged not to disclose confidential information to third parties, to use this information only for the purpose of fulfilling the Order and to grant access to this confidential information exclusively to those consultants and employees who are obliged to maintain confidentiality. Confidential information is defined as such information and documents of the Purchaser which have been marked as confidential or which are to be regarded as confidential due to the circumstances. This includes in particular the content of the underlying contractual relationship, information on operating procedures, know-how, work results, business relationships, orders and correspondence with content related to the contractual relationship.
- 13.2** No confidential information is information that
- is publicly known or has been made publicly known after the conclusion of the contract,
 - was demonstrably known to the Supplier at the time of conclusion of the contract, and/or
 - must be disclosed to a court, an authority or a third party based on a final court order or administrative act. The Supplier shall inform the Purchaser of this obligation to disclose in advance - to the extent permitted by law.
- 13.3** The Supplier shall return any confidential information received to the Purchaser after execution or termination of the contract or irretrievably delete or destroy such information. The decision in this regard shall be made by the Purchaser and shall be communicated to the Supplier at least in text form. If the Purchaser does not inform the Seller of his choice within 15 days of execution or termination of the contract, the Supplier shall delete or destroy such information. In the event of the return of electronic data, the Supplier shall irretrievably delete such data from its systems by means of suitable technical procedures after the

data is returned to the Purchaser and shall confirm this to the Purchaser at least in text form upon request.

13.4 Without the express, prior consent of the Purchaser - at least in text form - the Supplier may not refer to the business relationship with the Purchaser, refer to it vis-à-vis third parties or otherwise advertise it.

13.5 If a Subcontractor is commissioned perform the Delivery, the Supplier must ensure that the subcontractor is bound to confidentiality in accordance with this clause.

13.6 Any breach by the Supplier of any of its obligations under this clause 13 shall be subject to payment of a reasonable contractual penalty, the amount of which shall be determined by the Purchaser in each individual case at its reasonable discretion and shall be subject to review by the competent court in the event of a dispute. This shall not apply if the Supplier is not responsible for the infringement.

13.7 The assertion of further claims remains unaffected by any contractual penalty to be paid.

13.8 This clause 13 remains in force indefinitely even after termination of the contractual relationship.

14. Data protection & IT security

14.1 The provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG) shall apply, the provisions of which must be observed by both parties. Insofar as the Supplier, as a processor under Art. 28, 29 GDPR, processes personal data of the Purchaser, the parties must conclude an agreement for contract data processing (DPA), which regulates the data protection relationship and the mutual rights and obligations under data protection law in detail. A draft contract data processing agreement can be made available to the Supplier by the Purchaser on request. In any case, the Supplier undertakes to comply with appropriate technical and organisational measures that correspond to the current state of the art.

14.2 Insofar as employees of the Supplier have access to particularly sensitive personal data of the Purchaser, these employees must be obliged to treat the data confidentially in accordance with the relevant provisions of the GDPR and the BDSG.

14.3 The Supplier undertakes to comply with the Purchaser's internal specifications with regard to IT and data security, provided that the Purchaser notifies the Supplier thereof at least in text form and provides the relevant specifications. In the event of a breach of these specifications, clause 7.2 shall apply accordingly. Further claims and rights of the purchaser remain reserved.

15. Engagement of Subcontractors

15.1 The Supplier may use other companies (in these GTC referred to as "**Subcontractors**") for the provision of the Order, subject to the prior consent of the Purchaser, at least in text form. For this purpose, the Supplier shall provide the Purchaser with an overview of the name, legal form ("Rechtsform"), business address and contact person of the subcontractor in advance.

15.2 If the Purchaser consents to the use of a Subcontractor, the Supplier shall ensure by contractual agreements with the Subcontractor that the contractual obligations of these GTCs also apply to the Subcontractor and are complied with by the Subcontractor. The Supplier shall provide the Purchaser with appropriate evidence of this prior to the use of the Subcontractor upon request.

15.3 The Supplier shall remain responsible to the Purchaser for the proper performance of the contract even if a Subcontractor is used. The Supplier shall be liable for violations by the Subcontractor.

16. Miscellaneous

16.1 Place of performance is Rostock, unless otherwise agreed in the Order.

16.2 In the case of deliveries and/or services to or on a ship of the Purchaser, the place of performance is either the place where the ship will be located at the time of Delivery or a warehouse, which the Purchaser has commissioned to distribute his goods. If the place of performance is a ship of the Purchaser, the supplier shall inform himself in good time about the concrete location of the same before Delivery.

16.3 Exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship, regardless of the type of dispute and the legal basis, shall be Rostock. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

- 16.4** The relations between the parties are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- 16.5** If one of the provisions of these GTC is or becomes invalid or void, the other provisions of these GTC shall continue to apply. The invalid or void provision shall be replaced by a provision which comes as close as possible to the economic intention of the parties and which takes into account the legitimate interests of both parties to the contract in an appropriate manner. The same applies to regulatory gaps.

Part B: Supplementary provisions for

IT services

The following provisions supplement the general provisions of Part A of these GTC with regard to "IT services"; these include in particular the purchase or rental of hardware as well as the acquisition and licensing of software, its development, adaptation, rental, care and maintenance.

17. Software Acquisition

17.1 This clause 17 applies insofar as software is acquired permanently without time limitation (license purchase).

17.2 The Supplier shall be obliged to hand over the software described in detail in the Order with the quality agreed there as well as the user documentation created for this purpose. Upon request, the Supplier shall provide the Purchaser with a copy of the Software either on a data carrier (e.g. USB stick) or via a download link on a secure website of the Supplier, including any necessary access means (e.g. passwords) and user documentation.

17.3 If no instructions for installation or configuration are included in the order documents, the Supplier shall, at the request of the Purchaser, provide support free of charge for the installation and configuration of the Software. If training courses for the use of the Software are required for employees of the Purchaser, the costs of such courses shall be settled by payment of the contractual remuneration.

17.4 With the purchase of a license, the Purchaser acquires a non-exclusive and temporally unlimited right to use the software worldwide in any form. In addition, the Purchaser shall be entitled to the unlimited rights of use under §§ 69c, 69d, 69e, 69f UrhG (German Copyright Act) and § 3 GeschGehG (German Business Secret Protection Act).

17.5 Any restrictions of use must be expressly agreed in writing between the Parties.

17.6 Insofar as the provision of services also includes third-party software, the Supplier shall ensure that the Purchaser is entitled to all rights of use required in accordance with the contract. The Supplier shall indemnify the Purchaser in this relationship against all claims and costs of third parties.

17.7 The limitation period for warranty claims for defects in purchased software begins with the initial start-up of the software at the Purchaser's premises. For repaired software or parts thereof, the limitation period for warranty claims shall begin anew after acceptance of the rectification of defects.

18. Software Development & Customization

18.1 Insofar as the development and/or customizing of software is owed by the Supplier, this clause 18 shall apply.

18.2 The Supplier owes the contractual provision and handover of the agreed software as described in detail in the order and/or the service description. This includes in particular the delivery of the source program (source code) and the machine program (object code) as well as the delivery of a corresponding user documentation in electronic, machine-readable form, unless otherwise agreed. The user documentation must be designed and created in a manner that a competent third party can independently identify and eliminate potential defects in the software and can process and further develop the software.

18.3 Prior to acceptance of the adapted or programmed Software, the Supplier shall carry out a User Acceptance Test with the Purchaser at the Purchaser's request, which shall give the Purchaser sufficient opportunity to test the Software for possible defects. If defects are found in this test, the Supplier shall remedy them immediately and inform the Purchaser of the reasons for the defects by means of error reports and by means of a regular check of the data processing results. If defects are detected during the User Acceptance Test which prevent the Software from being put into operation in whole or in part (*error class 1*), the Purchaser may refuse to accept the Software. If defects are found which do not significantly impede the functioning of the software but which represent a deviation from the promised software description (*error class 2*), acceptance by the Purchaser may only be refused if at least three errors of *error class 2* are present. In the event that the Purchaser accepts the Software, the Supplier shall remain obliged, despite the existence of defects of *error class 2*, to rectify the software accordingly within a reasonable period of time set by the Purchaser. If a defect exists according to the aforementioned principles, the

Purchaser shall be entitled to reduce the remuneration to the Supplier to a reasonable extent. Should a rectification of defects fail within this period, the Purchaser shall be entitled to extraordinary termination and/or withdrawal and/or cancellation of the Order. Further claims of the Purchaser remain unaffected.

- 18.4** Insofar as a User Acceptance Test has been expressly excluded by the Purchaser at least in text form, acceptance of the Software shall take place when the Supplier has performed the service as specified in the Order or the service description accordingly and the Software has been put into operation free of errors within the meaning of clause 18.3. The Purchaser shall inspect the Software and the documentation immediately after delivery and commissioning and notify the Supplier of any errors without delay. If the errors are reported with delay, the Software shall be deemed accepted. In case of hidden defects, clause 6.3 shall apply accordingly.
- 18.5** The acceptance shall be documented by means of an acceptance protocol and signed by both parties to the contract.
- 18.6** Partial acceptances and partial remuneration within the framework of project phases (milestones) must be agreed separately, at least in text form.
- 18.7** If no instructions for installation or configuration are included in the order or in the description of services or other descriptions, the Supplier shall, at the request of the Purchaser, provide support free of charge for the installation and configuration of the Software. Insofar as training courses for the use of the Software are required for employees of the Purchaser, the costs of such courses shall be settled by payment of the contractual remuneration, unless otherwise agreed.
- 18.8** Part of the contract is also the provision of supplements (patches, updates, upgrades and new versions), unless otherwise agreed at least in text form. These are to be provided regularly, at least in text form, after prior notification by the Supplier.
- 18.9** Insofar as the transfer of the source code has been waived subject to an individual contract, the source code shall be deposited with a neutral agency upon request of the Purchaser and a cor-

responding escrow agreement shall be concluded. The source code is to be deposited in the respective current version, which is comprehensible to competent third parties. The escrow agreement shall contain a provision according to which the Purchaser may demand the return of the source code in the event of insolvency or cessation of business of the Supplier and in the event of termination of the contract by the Purchaser for good cause. The costs for this deposit of source code shall be shared between the Parties, unless agreed otherwise.

- 18.10** Unless otherwise agreed, the Purchaser acquires an exclusive right to use the software, unlimited in time and geographical scope and unrestricted in content. Clauses 17.4 to 17.6 shall apply accordingly.
- 18.11** Concrete changes in performance (change requests) must be requested by the Purchaser from the Supplier at least in text form. Immediately upon receipt of a Change Request, the Supplier shall examine whether it is technically feasible and reasonable for the Supplier and shall notify the Purchaser of its decision within three (3) working days upon receipt of the request. If the Supplier agrees to the change request, the Supplier shall send the Purchaser a corresponding binding offer at least in text form within a further three (3) working days. The Purchaser shall examine the offer and send the Supplier a decision on the acceptance or rejection of the offer within three (3) further working days. Insofar as the Purchaser accepts the offer, the change request shall become an integral part of the contract and replace the agreed services. Otherwise, the originally agreed services shall remain in effect. Additional costs incurred by the Supplier as a result of the examination of a change request and the preparation of an offer shall be borne by the Purchaser and shall be invoiced in accordance with the usual remuneration provisions of the underlying contract. If the agreed change request is accepted by the Purchaser, these GTC shall continue to apply to the changes in services, even if no further reference is made to them in detail.

19. Software rental

- 19.1** This clause 19 shall apply to the extent that Software is made available to the Purchaser for a limited period of time, associated rights of use are transferred for a limited period of time and a recurring remuneration for the use of the Software

is paid to the Supplier, e.g. in the case of Software-as-a-Service.

- 19.2** Within the agreed contract period, the availability of the Software is 99% on average. Upon request of the Purchaser, the Supplier shall provide monthly proof of this in text form, which shall indicate the concrete availability. Downtimes, e.g. due to maintenance, patches or new versions, must be notified to the Purchaser in advance in text form at least two weeks in advance. Insofar as availability is below the above-mentioned value, the Purchaser shall be entitled to a corresponding reduction of the rent or to demand back a corresponding proportion of the rent.
- 19.3** The Supplier shall provide the Purchase with a copy of the contractual Software in digital form as well as, depending on the software solution, access to use the software on the Supplier's servers, for example via a secure online login area and the provision of corresponding access data including password and correspondingly necessary storage capacity. The Supplier warrants that the use of the Software by the Purchaser for the contractual use is free of errors and in accordance with the contract for the entire duration of the contractual relationship.
- 19.4** If no instructions for installation or configuration are included in the Order, the Supplier shall support the Purchaser free of charge in the installation and configuration of the Software. Insofar as training courses for the use of the software are required for employees of the Purchaser, the costs for this are covered by the rent.
- 19.5** The Purchaser shall receive from the Supplier a non-exclusive, worldwide right to use the Software, limited in time to the term of the contract, freely transferable to the Purchaser's employees and, if applicable, to other users (e.g. ship's guests), to use the software for the contractual purpose as specified in the Order or performance description.
- 19.6** The Supplier is obliged to secure the access of third parties to the virtual area of the Purchaser in his systems by appropriate security measures which correspond to the current state of the art.
- 19.7** The Purchaser shall adequately protect access to the Software or access possibilities for the use of the software in his company from access by un-

authorised third parties and shall prevent disclosure of the Software or access data to unauthorised third parties as far as possible. In the event of unauthorised disclosure or access, the Purchaser shall notify the Supplier immediately.

- 19.8** If defects occur in the Software, the Supplier must remedy them immediately. Insofar as a Service Level Agreement (SLA) has been concluded between the parties, this shall be decisive for the classification of elimination and reaction times. If no SLA has been concluded, clause 20.4 shall apply accordingly to the elimination of defects. If defects occur after this, the Purchaser is entitled to reduce the rent by a reasonable amount. In all other respects, the statutory provisions on law of tenancy shall apply. If the defects occur repeatedly and no immediate remedy is provided, the Purchaser is entitled to extraordinary termination of the contract.
- 19.9** If the Purchaser has to make use of additional services or Software of third parties to remedy the defect, for example because the defect was not remedied within the defined periods, these additional expenses shall be borne by the Supplier.
- 19.10** In the event of termination of the contract, the Supplier shall surrender to the Purchaser the data stored by the Purchaser concerning the Software free of charge in a machine-readable format or, on the Purchaser's instructions, transfer such data to a third party and subsequently irretrievably delete it and, on the Purchaser's request, confirm this at least in text form.

- 19.11** In the case of Change Requests, the provisions of clause 18.11 shall apply accordingly.

20. Software Support & Maintenance

- 20.1** This clause 20 shall apply insofar as the Supplier owes the support or maintenance of Software.
- 20.2** The maintenance and support services are to be provided by the Supplier in accordance with the latest state of the art (this includes proven tools, processes and equipment), considering common industry standards as well as process descriptions and application practices of the Purchaser.
- 20.3** The software described in detail in the Order or in the service description must be kept compatible with standard software components throughout the term of the maintenance and/or service

agreement.

20.4 If errors in the Software are detected, the Purchaser shall notify the Supplier of such defects in writing, in text form or by telephone and the Supplier shall process and remedy such defects based on the following response times:

- **Error with Priority 1 reaction and remedy time:** Failure or accumulation of failures that causes or leads to a failure of the entire system or essential parts of it, so that use is completely or almost completely impossible. The operating process is impaired in such a way that immediate remedy is indispensable. In this case, processing of the defect must begin within one (1) hour after notification of the error and must be notified to the Purchaser. The error must be remedied within three (3) hours after the start of processing and Purchaser must be kept updated at least once every hour.
- **Error with Priority 2 reaction and remedy time:** Failure or accumulation of failures which impairs or interferes with the use of the system in such a way that reasonable work with the system is no longer possible or only possible with disproportionate effort. The simultaneous occurrence of several significant errors according to Priority 2 can lead to a critical error according to Priority 1. In this case, processing of the error must begin within two (2) hours after notification of the error and the Purchaser must be notified of this. The error must be remedied within six (6) hours after receipt of the notification and Purchaser has to be kept updated at least once within three (3) hours.
- **Error with Priority 3 reaction and remedy time:** Other failures which do not or only insignificantly affect the use of the system. The simultaneous occurrence of several such errors can lead to an error with a reaction time of Priority 1 or 2 and is in these cases governed by the principles described there. Any processing of the error must otherwise begin within twelve (12) hours after notification of the error and must be notified to the Purchaser. The error must be remedied within three (3) days of receipt of the notification.

The Supplier shall keep the Purchaser informed about the start of processing and the success of

the measures taken to remedy the error.

20.5 The classification of the error into the various priority categories shall be carried out by the Purchaser, taking due account of the effects which the error in question has on the Purchaser's business operations.

20.6 If it is foreseeable that errors with priorities 1 or 2 cannot be remedied within the periods defined above, the Supplier shall immediately provide an appropriate and practicable transitional solution (work-around solution). The provision of the work-around solution does not release the Supplier from his obligation to remedy the error without delay.

20.7 The Supplier is entitled to provide the support and maintenance services by remote maintenance (e.g. remote access control) or remote diagnosis, provided that the technical conditions at the Purchaser's premises permit this, the strict IT security regulations of the Purchaser are observed by the Supplier and such a procedure is promising in the opinion of the Parties in the individual case. In case of remote maintenance or remote diagnosis, the Supplier shall provide the Purchaser (i) with a telephone hotline for receiving the reports, which can be reached during the business hours of the Purchaser between 8 a.m. and 6 p.m. and/or (ii) with an IT ticket system, via which the Purchaser can report errors to the Supplier electronically and via which the communication to solve the error is handled between the parties to the contract.

20.8 In the event of a breach of this Clause 20, the Purchaser shall be entitled to reduce the Supplier's remuneration accordingly for the period during which the error is present. If the errors are repeatedly not rectified within the set deadlines or the response times are repeatedly not met by the Supplier, the Purchaser is entitled to terminate the contract or cancel the Order for exceptional reasons. Any further claims remain reserved.

20.9 If the Purchaser must assign third parties with repairing the errors, for example because the error cannot be corrected within the defined periods, these additional expenses shall be borne by the Supplier.

21. Hardware purchase

21.1 This clause 21 shall apply insofar as the performance owed under the contract relates to the purchase and delivery of personal computers or other electronic devices capable of running software, such as printers, smartphones, tablets, etc., in different versions and with different performance parameters (hereinafter "**Hardware**"). Unless otherwise agreed, the delivery, installation and set-up of the hardware at the Purchaser's location and/or on a vessel of the Purchaser as well as the procurement of the Hardware to the Purchaser shall be owed.

21.2 The Supplier warrants that the Hardware and the supplied Software comply with the specifications and intended use of the Purchaser. Unless otherwise agreed, the Hardware shall be delivered brand new and in its original packaging. Revised Hardware components shall not be used. Unless otherwise agreed, the Hardware shall be delivered with a pre-installed and up-to-date operating system and standard drivers.

21.3 The Supplier shall be obliged to adequately insure the Hardware against damage and loss until the transfer of risk.

21.4 With regard to the delivered or pre-installed software, clauses 17.3 and 17.6 shall apply accordingly.

22. Hardware rental

22.1 This clause 22 shall apply insofar as the performance owed under the contract relates to the rental and delivery of Hardware. Unless otherwise agreed, the delivery, installation and set-up of the Hardware at the Purchaser's location and/or on a vessel of the Purchaser as well as the procurement of the Hardware to the Purchaser shall be owed.

22.2 The Supplier warrants that the Hardware and the Software supplied comply with the specifications and purposes of use of the Purchaser for the entire duration of the contract. The Hardware shall be delivered brand new and in its original packaging, unless otherwise agreed. Revised hardware components shall not be used. Unless otherwise agreed, the hardware shall be delivered with a pre-installed and up-to-date operating system and standard drivers.

22.3 Unless otherwise agreed, the Supplier is obliged

to maintain or repair the hardware and maintain the delivered or pre-installed software and to instruct or train the Purchaser's employees if requested by the Purchaser. The expenses for these services are settled by payment of the contractual remuneration, unless otherwise agreed.

22.4 If the Hardware is defect, the Supplier shall remedy them immediately. If a Service Level Agreement (SLA) has been concluded between the Parties, this SLA shall be decisive for the classification of times for removal and reaction. If no SLA has been concluded, clause 20 shall apply accordingly to the elimination of defects. If defects in the hardware occur after this, the Purchaser shall be entitled to reduce the rent by a reasonable amount. In all other respects the statutory provisions on rental law shall apply (section 535 et seq. of the German Civil Code (BGB)). Should the errors in the Hardware occur repeatedly and no immediate remedy be found, the Purchaser shall be entitled to extraordinary termination. If the Purchaser has to make use of additional services or Software of third parties to remedy the error, for example because the error was not remedied within the defined time periods, these additional expenses shall be borne by the Supplier.

22.5 After termination of the contract, Supplier shall collect the Hardware at its own expense from a location within the Federal Republic of Germany determined by Purchaser.

22.6 With regard to the delivered or pre-installed software, clauses 17.3 and 17.6 (for purchased software) shall apply accordingly.

22.7 The provisions of clause 18.11 shall apply accordingly to change requests.

22.8 Section 20 shall apply accordingly with regard to the maintenance and repair of the Hardware during the rental period.

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Carnival Corporation & plc

Summary

of the Anticorruption Policy & Guideline



Carnival's Anticorruption Policy and Guidelines are designed to ensure the company's compliance with various anticorruption laws. The Policy imposes two important responsibilities on third parties that act on behalf of Carnival or one of Carnival's subsidiary companies:

- (1) Third parties shall not take part in giving a government official anything of value if done to secure an unlawful advantage, induce the official to act or fail to act according to his lawful duty, or influence a discretionary decision to be made by the government official.
- (2) All third party books and records pertaining Carnival in any way must be maintained in a complete and accurate manner. "Off the books" accounts and false/misleading entries are strictly forbidden. This applies to all invoices, supporting documents, and reimbursement requests filed by third parties with Carnival or a subsidiary.

Carnival's Anticorruption Guidelines provide specific guidance for handling situations that present a heightened risk for corrupt activities. Third parties encountering the following situations should contact Carnival or the relevant Carnival subsidiary for advice prior to acting:

- Third party seeks to hire or enter into a business relationship with government officials, their family members, business associates, or companies in which these persons have an interest.
- Third party plans transactions with entities that involve a foreign government official with responsibility for decisions specifically affecting Carnival, or with any high-ranking foreign government official, their family members, business associates, or companies.
- Third party enters a business relationship with a government owned or controlled company.
- Third party seeks to provide a payment that is not required by published fees to a government official for the purpose of securing or expediting a routine government service.
- Third party wishes to provide gifts, meals, or travel-related benefits to government officials.
 - Third parties should never provide gifts of cash, other monetary instruments, jewelry or other luxury items for personal use to government officials or related persons. Likewise gifts or entertainment linked to official action or influence cannot be provided to government officials or related persons.
- Third party wishes to make a payment (whether in cash or in kind) to a foreign political party, party official, and/or candidates on an issue affecting Carnival's business.

Other situations may also invoke activity that could be perceived as corrupt. Third parties are encouraged to request guidance whenever circumstances indicate that an activity could involve or be perceived to involve an improper payment. Third parties must decline any request by a government official for a direct or indirect payment of cash or something of value that is or could be perceived as improper in nature.

Third parties are encouraged to report perceived or potential wrongdoing and/or illegal activity to Carnival or a Carnival subsidiary. Confidentiality will be protected to the fullest extent possible, and good faith reports will be handled in a manner that protects reporting parties from retaliation of any kind.

Third parties who wish to review the Policy and the Guidelines in their entirety should request such documents from Carnival or a subsidiary. Questions should be directed to the Carnival Legal Department or the subsidiary legal department. For advice on how to properly account for benefits covered by the Policy or the Guidelines, third parties should consult with Carnival or Carnival subsidiary finance or compliance personnel.

Compliance with sanctions



1. Supplier acknowledges that the activities pursuant to this Agreement may be subject to applicable 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"). Supplier agrees to comply with applicable Trade Control Laws in connection with any and all activities under this Agreement.
2. Supplier represents and warrants that no person assigned by it to provide the Products and/or Services or any part thereof to the Company (as defined in par. 4) 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, Sudan, 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").
3. In connection with this Agreement, Supplier 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 the Company (as defined in par. 4) originating from or otherwise involving any Sanctioned Country or a Restricted Party.
4. In the event that Supplier becomes aware of any violation of this clause, Supplier shall immediately notify AIDA Cruises – German Branch of Costa Crociere S.p.A. as well as its subsidiaries and branches (collectively referred to as "Company") of such in writing. A failure by Supplier to comply with any of their obligations pursuant to this clause shall constitute a material breach of this Agreement entitling Company to terminate this Agreement immediately upon written notice to Supplier, without prejudice to the right to claim compensations for the damages suffered in connection with such breach.

Charting Our Course

Carnival Corporation & plc BUSINESS PARTNER CODE OF CONDUCT



A Message to Our Business Partners

At Carnival Corporation & plc (“Carnival”), our purpose is simple but ambitious – to deliver unforgettable happiness to our guests by providing extraordinary cruise vacations. We could not fulfill our mission without the help of our valued business partners working by our side to achieve success.

Bringing happiness to the world comes with great privilege and enormous responsibility, which extends to all our suppliers, vendors, distributors, consultants, agents and any other third parties who do business with us or on our behalf (“Business Partners”). It’s why we developed this Business Partner Code of Business Conduct and Ethics (“Business Partner Code”), to outline our expectations and minimum requirements for all Carnival’s Business Partners, including your supply chain (including sub-contractors) and third-party labor agencies.

The principles embedded in our Business Partner Code define who we are, what we stand for, and how we operate. They also ensure our business partners are doing things the right way, ethically, and in full compliance with the law to ensure we honor the integrity of every ocean we sail, place we visit and life we touch.

Carnival is defined by the actions of each of us and every good decision helps ensure we achieve our goals together in the right way. Thank you for following our Business Partner Code, living our values, and helping us to fulfill our purpose.

Josh Weinstein
President & CEO and
Chief Climate Officer

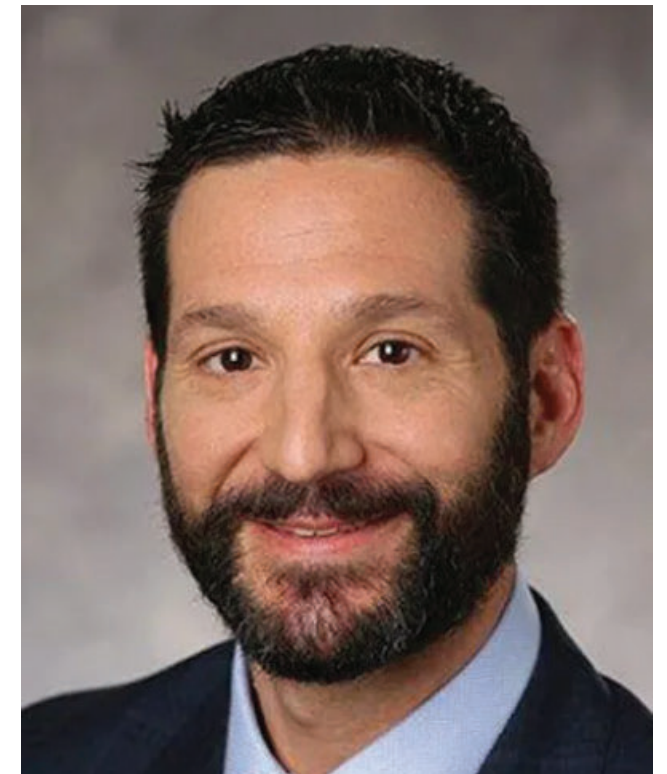




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Charting Our Course With Integrity

Acting Ethically

At Carnival, we understand that every ethical act, no matter how small, has a ripple effect on our business, strengthening our culture and our commitment to integrity. That is why we expect the best of ourselves and our Business Partners – as well as all of your employees and your own business partners.

Following Laws and Regulations

If you do work for or on behalf of Carnival in any capacity, you represent our Company. Because we are committed to working legally, ethically, and in a compliant manner, we trust you, as our Business Partner, to follow all applicable laws, regulations, guidelines, industry codes, and corporate codes (including this one).

If you find that more than one law applies, follow the stricter standard. When the right thing isn't clear, use your best judgment and never hesitate to ask questions.

Responsible and Sustainable Sourcing and Supply Chain

In furtherance of our ethical and compliance commitments, we are establishing the Carnival Responsible and Sustainable Sourcing Policy (RSSP). The RSSP and associated social and environmental standards ("Standards") provide guidelines and recommendations to help Business Partners meet our mandatory minimum requirements for compliance and progress towards industry best practice.

Consequences of Non-Compliance

Compliance with the Business Partner Code and all applicable laws is a condition of continued business with Carnival. We expect Business Partners to have processes and controls in place and implement policies, procedures, and training, as deemed necessary by the Business Partner, to comply with the Business Partner Code and to monitor compliance of their own suppliers. Where appropriate, Carnival may conduct risk-based due diligence. In the event of non-compliant conduct, Carnival may require the Business Partner to implement a remediation plan, or, in certain circumstances, we may suspend or terminate the business relationship and any related contracts.

Speaking Up

An important element of our culture is our **"Speak Up"** environment. It's all about encouraging open communication and reporting of concerns, whether they come from our employees or our Business Partners. If you ever have questions or concerns or if you suspect a violation of our Business Partner Code or the law, **Speak Up** right away. Reach out to your designated contact at Carnival or use the Carnival Compliance Hotline.

Our hotline is monitored by an independent third party and is available 24 hours a day, seven days a week. You can reach the hotline:

By phone: In the U.S., call **+1-888-290-5105**

Internationally, call **+1-305-406-5863**

Online: Visit www.carnivalcompliance.com

Reports may be made anonymously where allowed by local law. However, keep in mind that doing so makes it more difficult for our Company to conduct a thorough investigation. Carnival does not tolerate retaliation of any kind for reports made in good faith.





We Support Sustainable Practices

Environmental Compliance and Protection

Protecting the environment is one of our highest priorities at Carnival. We expect you to share that commitment by operating cleanly, efficiently, and sustainably and by complying with environmental laws and Carnival's policies and procedures. Dispose of waste in environmentally sound ways and use resources responsibly. If you are aware of activity that could threaten the environment in places where we operate, **Speak Up**. We further expect Business Partners to support Carnival in achieving our [sustainability goals](#), to strive toward goals that are equally ambitious, and to work toward continuous improvement of their sustainability performance. Business Partners should support our reporting and traceability initiatives such as environmental footprint reporting, supply chain traceability, and third-party verification.

Human Rights

We work around the world and interact with people from many different countries and cultures. We respect all people and support their human rights. We strongly condemn gender based violence and support a safe and empowering workplace for women and all. As our Business Partner, you help fulfill this commitment by also protecting anyone who does work on our behalf. Business Partners are expected to conduct their activities in a manner that adheres to applicable employment laws and respects human rights as set out in international standards, including, but not limited to, the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the International Bill of Human Rights, and the ILO's Core Labour Standards as codified in the eight core conventions.

Preventing Slavery and Human Trafficking

Our duty to protect human rights includes a special commitment to preventing exploitation of children, modern slavery, and human trafficking in our business and supply chain. Business Partners must comply with all applicable child labor laws, including laws governing minimum age requirements and hazardous or night work. Under our RSSP we publish a Business Partner Standard on Labor and Human Rights which outlines the principles we expect our Business Partners to meet, including: prohibiting human trafficking, forced and child labor; reinforcing the right to freedom of association; ensuring non-discrimination, lawful working hours and wages; ensuring safety and security of the working environment; and adopting appropriate grievance mechanisms.

Watch for and immediately **Speak Up** if you see any signs of illegal activity whether it happens in your own operations or in the operations of anyone you do business with.

Animal Welfare

Where applicable, Business Partners, and any producers and processors, or external facilities they utilize or support, should meet or exceed all industry standards and regulations regarding animal care, handling, and welfare.





We Are Safe and Respectful

Anti-Harassment and Anti-Discrimination

We believe every individual deserves an open, tolerant, and inclusive place to work, whether they work for us or for any of our Business Partners. Help us ensure a positive work environment by treating others with respect. Promote diversity and inclusion and ensure that your employment decisions are always fair – never influenced by bias or discriminatory practices. Base your decisions on merit rather than factors like personal relationships or legally protected traits such as age, sex, race, disability, national origin, sexual orientation, religion, or veteran status.

Maintaining Safety and Health

As our Business Partner, you help maintain a safe environment for everyone by minimizing safety hazards, including substance abuse and safety and security violations. We rely on you to follow all applicable safety laws, regulations, guidelines, and industry codes especially when carrying out work on our premises. We expect that you will implement your own safety and health practices and training to reduce injuries. Watch for and **Speak Up** immediately about potential hazards, including threats or acts of violence.





We Protect Carnival

Maintaining Quality

Our guests and shipboard teams expect the best when they travel with us, and this includes a safe and high-quality product. As our Business Partner, you must also provide safe, dependable products and services and technologies that meet or exceed quality expectations. Appropriately label products, deliver them on time, and ensure that they meet inspection, testing quality, and safety regulations. Never make changes to product specifications, designs, materials, or processes without our express authorization.

Business Continuity

In our business, we need to be ready for any challenge or emergency affecting our operations. You must be equally prepared by having continuity processes and systems in place to ensure recovery and restoration of your critical business functions during an emergency. That includes working continuously to improve your internal controls and establishing objectives and plans to correct any deficiencies.

Company Property

A wide variety of resources go into operating our Company. We have invested a great deal in these assets and expect our Business Partners to respect them and protect them from theft, loss, damage, or misuse. **Speak Up** if you're aware of any harm to our assets, which include our:

- Physical property (facilities, equipment, hardware, supplies, vehicles, and materials)
- IT resources (computers, email and voicemail, software, databases, and internet access)
- Information resources (data we gather and create through our work, including confidential information and intellectual property)

Confidential Information and Intellectual Property

Information is a critical component of our business, and we are committed to protecting it. If you have access to our confidential information or intellectual property, it is paramount that you collect, use, and handle it responsibly. This includes our nonpublic financial data, marketing information, trademarks, copyrights, creative works, ship plans, trade secrets, and data/data analytics. Never disclose this information in public (even inadvertently) or to anyone outside of our Company without our approval.

Data Privacy and Security

As a Company, we are entrusted with personal data belonging to our guests, employees, and Business Partners. We rely on our Business Partners to help protect data privacy and comply with our Company's requirements and the data protection laws wherever we operate.

Gather only the data you need to do your job, use it for business purposes, and store and dispose of it properly in accordance with relevant laws and our policies. Also follow appropriate cybersecurity measures to protect it from accidental or unlawful loss, destruction, alteration, or disclosure. **Speak Up** immediately if you become aware of a data breach. Make sure any party you work with that has access to our data also complies with these requirements.

Accurate Records

Our Company's books and records form the basis of our financial and strategic decisions and must always remain accurate and reliable. We expect your records to reflect the same high standards. Make sure your documentation always complies with applicable laws, regulations, guidelines, industry codes, and corporate codes. Focus on accuracy and transparency and never falsify, destroy, or misstate any information.

Responsible Communications

Delivering consistent and accurate messaging about Carnival is very important to us. Never speak publicly on our Company's behalf and refer any requests for information to your designated contact at Carnival. Use social media responsibly, never sharing confidential information or intellectual property.





We Act Fairly and Responsibly

Fair Competition

We believe fair and healthy competition ensures quality services and fair prices. Just as we compete fairly, we expect our Business Partners to do the same. Follow all relevant antitrust and fair competition laws and never make an agreement with competitors (or even appear to agree) to restrict trade, limit production, or boycott others, and never exchange sensitive information with competitors (like prices, bids, or costs). Be honest about your relationship with us and transparent in all your dealings.

Conflicts of Interest

As our Business Partner, the business decisions you make reflect on our Company and yours, so they must always be objective and impartial. Avoid any situation or relationship that creates (or could even appear to create) a possible conflict between your own interests and the interests of Carnival. Conflicts most often occur in situations involving financial interests, outside employment, or business with family members. If you find yourself in a situation that could lead to a conflict of interest, disclose it immediately and seek guidance by notifying your designated contact at Carnival to determine the appropriate course of action.

Gifts, Conferences, and Event Tickets

Exchanging gifts, entertainment, and other items of value can be a common part of doing business, but we must make sure that they never influence anyone's business decisions. We expect our employees and Business Partners to honor our policies regarding such items.

Items of value such as gifts, meals, and entertainment which are of moderate value, infrequently offered, legal, intended to appropriately maintain a business relationship, and never in the form of cash may be appropriate. Carnival employees must disclose, and may not be able to accept, items of value that do not meet these criteria. There are also parameters around invitations to conferences our employees must follow. Please refuse or return anything that is not in line with our policies.

We Follow the Law

Avoiding Bribes and Improper Payments

Carnival must always operate in a legal, ethical, and compliant manner. As our Business Partner, you must never resort to bribes or acts of corruption or allow yourself to be influenced by them. Comply with all laws prohibiting bribery and other acts of corruption around the world, including those involving kickbacks, extortion, or embezzlement.

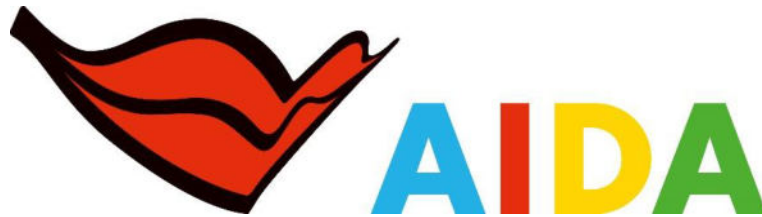
Never offer or accept anything of value to win or keep business or to gain an unfair advantage, such as money, improper gifts, entertainment, loans, favors, or kickbacks (a payment for a favorable business decision). Also remember that strict rules apply when dealing with government officials. Seek approval before offering them anything of value, even if it seems inconsequential. Even the appearance of something improper can hurt our Company and our relationship, so be sure to follow the special rules that apply to government officials.

Avoiding Insider Trading

To ensure a fair marketplace, we base investment decisions only on publicly available information – never on inside information that we learn through our work. As our Business Partner, you could become aware of inside information about Carnival or another company that could influence an investor's decision to buy, sell, or hold stock or securities. If you have information like this, you must keep it confidential and never use it to make investment decisions or tip it to anyone else for their benefit. Inside information could include nonpublic financial information, advance notice of changes in executive leadership, new product plans, planned mergers or acquisitions, or the unannounced sale of company assets.

Global Trade

We are committed to conducting global trade legally and ethically. As our Business Partner, you have a responsibility to follow all laws and requirements that apply to selling or distributing products, services, and technologies, including the laws regarding sanctions and those designed to prevent the crime of money laundering. Be transparent in all transactions, know who is involved, and classify and document imports and exports properly. Also never make facilitation payments or trade with prohibited or sanctioned countries, individuals, or businesses. Be sure to keep up with changes in the law and **Speak Up** if you see suspicious activity.



AIDA Cruises **Travel Policy for External Service Provider**

Issue: August 2019

AIDA Cruises
German Branch of Costa Crociere S.p.A
Am Strande 3d
18055 Rostock
Deutschland

E-Mail: travelservice@aida.de

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Definition of terms

„AIDA Cruises“	AIDA Cruises - German Branch of Costa Crociere S.p.A., including its employees and agents, with registered office in Am Strande 3d, 18055 Rostock, Germany.
"External Service Provider"	A person, firm, company, consultant, interim, contractor, trainer or supplier engaged by or on behalf of AIDA Cruises to carry out work.
„Vessel“	A vessel owned, operated or chartered by Costa Crociere S.p.A. under the brand AIDA Cruises.
„Service“	Any works / services carried out by the External Service Provider on board a vessel managed by AIDA Cruises while the vessel is sailing, in port or in Dry Dock.
"Emergency contact"	In case of any emergency while travelling the AIDA 24h Operations Control Center (AIDA OCC) can be contacted 24/7, independent to which vessel you are travelling. Email: occ@aida.de or Tel.: +49 (0) 381 20 27 06 16

1. General regulations

- 1) This policy applies to all External Service Providers travelling on behalf of AIDA Cruises, whereby the reimbursement of costs for the following travel services – flight, hotel, rental car, train or board accommodation inland and outland – where explicitly contractually agreed from AIDA Cruises.
- 2) The External Service Provider is responsible for the booking of travel arrangements in connection with services rendered to AIDA Cruises. These bookings are done via the online booking tool provided by AIDA Cruises or in exceptional cases in consultation with the contact person at AIDA Cruises.
- 3) This policy is a binding basis for the planning, approval and billing of travel services in connection with the provision of services for AIDA Cruises, such as flight, hotel, rental car, train or board accommodation inland and outland.
- 4) The External Service Provider is responsible for fulfilling all obligations and duties as an employer, which applies to country-specific laws or regulations when providing services for AIDA Cruises. In particular, the External Service Provider declares and warrants that their employees have all the necessary travel documents, including, but not limited to, valid passports and appropriate work permits issued by the immigration authority.
In particular, the External Service Provider must ensure that their employees have received all necessary vaccinations and that their passports are valid for at least six months beyond the scheduled date of disembarkation.
The above-mentioned required travel documents have to be sent to the responsible contact person at AIDA Cruises timely prior to the provision of the services. Any additional costs (e. g. no-shows, flight changes) caused by "incorrect" passports or related travel documents are to be covered by the External Service Provider.
- 5) The External Service Provider is responsible for complying with all visa and entry requirements that may be required prior to departure. Visa information are available on the internet (e. g. <https://www.projectvisa.com/> or <https://www.visahq.com/>) and the local ministry of foreign affairs. Any additional costs (e. g. no-shows, flight changes) caused by non-compliance with visa regulations are to be covered by the External Service Provider.
- 6) In case the External Service Provider does not comply with the Travel Policy this can cause a none-reimbursed of travel expenses (e. g. airfare, hotel, rental car and train) and can also cause a removal from the list of approved suppliers of AIDA Cruises.
- 7) Any costs which are not mentioned in this Directive will not be reimbursed unless otherwise agreed by contract.

2. Principles for organizing and conducting a business travel

- 1) All travel services (flight, hotel, rental car and train) for business trips needs to be recorded and booked timely prior the respective activity via the online booking tool provided by AIDA Cruises or in agreement with the contact person at AIDA Cruises by stating the following information: name of the traveler, beginning and end of the business trip, destination and purpose resp. selected means of travel as well as the relevant financial information (e.g. project code).

- 2) All bookings which were not made via the online booking tool provided by AIDA Cruises or in agreement with the contact person at AIDA Cruises will not be reimbursed by AIDA Cruises. If a service cannot be booked using the online booking tool provided by AIDA Cruises, please contact your contact person at AIDA Cruises.
- 3) All bookings via the online booking tool provided by AIDA Cruises needs to be approved by the responsible contact person at AIDA Cruises via the business travel application in the online booking tool before booking the business trip.
- 4) AIDA Cruises expects that the External Service Provider is choosing the most efficient and cost-effective option to ensure that their employees can perform the services in a contract-compliant manner.
- 5) The choice of the appropriate transportation with the shortest and/or least expensive route is within the responsibility of the Company Travel Service of AIDA Cruises in coordination with the External Service Provider and their contact person at AIDA Cruises.
- 6) Unused or only partially used documents of value (e.g. air tickets or train tickets) for business travel must be returned to the Company Travel Service department of AIDA Cruises in general and immediately in order to check the refund value. Likewise, unused flights for which electronic ticket were issued must be reported immediately to the Company Travel Service of AIDA Cruises to enable timely cancellation. In case there was no notification, AIDA Cruises reserves the right to charge the incurred costs to the External Service Provider.

3. Air travel

- 1) Flight bookings must be done with adequate forerun to receive favorable booking classes via the online booking tool provided by AIDA Cruises or in consultation with the contact person at AIDA Cruises. The online booking tool determines the most economic tariff based on the application received. In case of not choosing the lowest cost tariff, the reason for this needs to be inserted in the appropriate field of the online booking tool.
- 2) Flights are booked generally from and until hub / major / international airports (e.g. HAM-Hamburg, TXL-Berlin Tegel, SXF-Berlin Schoenefeld, FRA-Frankfurt am Main, MXP-Milan Malpensa, FCO-Rome Fiumicino, GOA-Genoa).
- 3) Any possible booking of travel services to these hub / major / international airports will be in agreement with the contact person at AIDA Cruises.
- 4) AIDA Cruises reviews the booking and buys the cheapest available domestic or international Economy Class flights and the most cost-effective and efficient option for all air travel based on the given order. The Company Travel Service of AIDA Cruises reserves the right to change travel times in case a more economic option is available.
- 5) An airline is selected from the list of partners considered acceptable by AIDA Cruises while taking into account necessary time factors. A traveler has no right to use his or her preferred airline.

- 6) In case, the External Service Provider is culpably causing flight changes or no-shows (non-boarding of booked flights), AIDA Cruises reserves the right to charge the incurred costs to the External Service Provider.
- 7) Electronic tickets are issued anyway.
- 8) For all air travel, Economy Class must be booked.

4. Rail Travel

- 1) Train bookings must be done with adequate forerun to receive favorable booking classes via the online booking tool provided by AIDA Cruises or in consultation with the contact person at AIDA Cruises.
- 2) For train travel within Europe, 2nd class tickets must be purchased, unless a cheaper alternative is available.
- 3) In case, the External Service Provider neglects to cancel a train booking (e.g. in the event of a change of plan), AIDA Cruises reserves the right to charge the incurred costs to the External Service Provider.

5. Rental Car Bookings

- 1) In general, using public transport should be prioritized whenever available.
- 2) Rental cars should be used for business trips only in case there is a significant time advantage in comparison to other transportation or in case the destination of the journey is exceptionally difficult to reach by public transport.
- 3) For rental car bookings via the online booking tool provided by AIDA Cruises, the category (preferably compact car) that includes VW Golf or a comparable car category has to be selected.
In case that several travelers are travelling together, a car category with sufficient space for passengers and luggage can be booked.
- 4) Rental cars needs to be returned fully refueled as otherwise this causes significant additional costs. AIDA Cruises reserves the right to charge the incurred additional costs to the External Service Provider.
- 5) In case, the External Service Provider neglects to cancel a rental car booking (e.g. in the event of a change of plan), AIDA Cruises reserves the right to charge the incurred costs to the External Service Provider.

6. Hotel Bookings

- 1) In principle, the hotel accommodation costs inland and outland also include breakfast. AIDA Cruises is not refunding other meals taken during a domestic or foreign business trip, such as lunch and dinner.
- 2) If required, the External Service Provider books a hotel accommodation via the online booking tool provided by AIDA Cruises or in agreement with the contact person at AIDA Cruises in a hotel of the medium price category, which is conveniently located to the place of work and also in accordance with the hotel accommodation cost limit (check the Annex on page 8 and 9). In case the hotel costs exceed this amount, the reason for this need to be inserted in the designated field of the online booking tool.
- 3) Depending on the agreement with the contact person at AIDA Cruises, standard single rooms or standard double rooms are to be booked for hotel accommodation.
- 4) Hotel reservations are primarily to be made in hotels with which AIDA Cruises has agreed special conditions.
- 5) In case, the External Service Provider neglects to cancel a hotel reservation (e.g. in the event of a change of plan), AIDA Cruises reserves the right to charge the incurred costs to the External Service Provider.

7. Shipboard accommodation

- 1) It is assumed that the External Service Provider remains aboard the vessel on which the service is provided. AIDA Cruises is only reimbursing hotel costs in case no accommodation aboard the vessel is available.
- 2) For accommodation aboard, standard single occupancy cabins (if contracted) or double occupancy (no suites) are booked. The employees of the External Service Provider do not have to share a cabin with other contractors.
- 3) In general, the accommodation of employees of External Service Providers is in the crew area. Accommodation aboard the vessel includes accommodation, breakfast, lunch and dinner.
- 4) The External Service Provider is instructed to communicate the names of their employees to the contact person at AIDA Cruises as soon as they are known, but no later than seven days before departure. In case this is not done properly, the cabin booking will be canceled.
- 5) In case AIDA Cruises has a guest cabin reservation for the External Service Provider and the External Service Provider does not show up, AIDA Cruises reserves the right to charge the External Service Provider the cost of the cabin up to a maximum of EUR 2,000.00 per booked cabin and per commenced cruise week.

- 6) The External Service Provider needs to ensure that his employees keep their accommodation clean and tidy for the duration of the assignment. The vessel provides housekeeping services such as bedding and linens. On the vessel, goods and drinks are paid cashless by signature. It is the responsibility of the External Service Provider that their employees clear the personal boarding account before leaving the vessel. Furthermore, the External Service Provider is responsible to compensate any outstanding costs of the on-board accounts of their employees.
- 7) Medical expenses incurred by employees of the External Service Provider aboard are upon the responsibility of the External Service Provider.
- 8) In case a transfer from / to the vessel should be necessary, this has to be agreed timely prior the start of the journey with the contact person at AIDA Cruises.

With his signature, the External Service Provider confirms that he has read and accepted the above TRAVEL POLICY FOR EXTERNAL SERVICE PROVIDERS along with the appendix.

Signed:

Signature

Name:

PRINT NAME of authorized signatory

For and on behalf of the External Traveler:

Name of company/firm/business

Appendix

Overview of maximum hotel accommodation costs

Country	City	max. rate per room for single or double occupancy (incl. VAT. excl. breakfast)	
		in EUR	in USD
Germany	not specified	120.00	
	Hamburg	140.00	
	Frankfurt am Main	140.00	
	Munich	140.00	
Italy	not specified	120.00	
United Kingdom	not specified	160.00	
France	not specified	180.00	
	Paris	200.00	
China	not specified		180.00
	Shanghai		220.00
	Hong Kong		160.00
United States of America - USA	not specified		180.00
	Miami		200.00
	Fort Lauderdale		200.00
	New York City		300.00
	Orlando		220.00
The Netherlands	not specified	120.00	
	Amsterdam	130.00	
	Rotterdam	130.00	

Country	City	max. rate per room for single or double occupancy (incl. VAT. excl. breakfast)	
		in EUR	in USD
Greece	not specified	90.00	
	Piraeus	100.00	
	Corfu	100.00	
United Arab Emirates - UAE	not specified		140.00
	Dubai		160.00
	Abu Dhabi		180.00
Portugal	not specified	100.00	
	Lisbon	120.00	
Belgium	not specified	80.00	
	Brussels	150.00	
	Bruges	100.00	
Finland	not specified	120.00	
	Turku	140.00	
	Helsinki	140.00	
Austria	not specified	120.00	
	Vienna	130.00	
Singapore	not specified		150.00
All other countries	not specified	120.00	130.00