

COLLECTIVE BARGAINING AGREEMENT

On the 26 day of the month of July in the year 2021

between:

CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司), (hereinafter the "Shipowner") represented by Tino Hensel

and

the Captains' Trade Union Organization USCLAC – UNCDiM – SMACD represented by Claudio Tomei, Gianni Badino, Giovanni Angeloni and Enrico Neri

in order to sign the following

Collective Bargaining Agreement

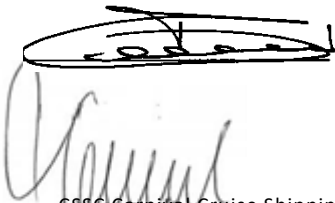
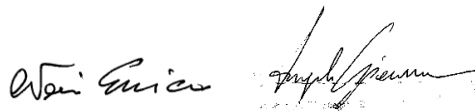
for the seafarers who are citizens or resident in Italy embarked onboard cruise ships of the Shipowner listed in the Bahamas Registry. This Collective Bargaining Agreement has been drafted in compliance with Maritime Labour Convention, 2006 requirements as amended.

Annexes may be amended or renewed separately.

Any questions that may arise concerning the application of Laws, of the terms and conditions of this Agreement and/or of the Annexes shall be subject to jurisdiction of the Bahamian Arbitration.

the Captains' Trade Union Organization USCLAC – UNCDiM – SMACD represented by

Claudio Tomei, Gianni Badino, Angeloni Giovanni and Enrico Neri



CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司),
Tino Hensel

Collective Bargaining Agreement

(CBA) for the seafarers who are citizens or resident in Italy embarked in the Deck and Engine Departments onboard cruise ships of the Shipowner listed in the Bahamas Registry. This Collective Bargaining Agreement has been drafted in compliance with Maritime Labour Convention, 2006 requirements as amended.

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DEFINITIONS

- a) Seafarer: means any person who is employed in any capacity onboard a cruise ship with Bahamas flag. The following professional profiles shall not be included in the Seafarer definition above for the MLC,2006 purposes:
- Pilots;
 - Dock workers;
 - Inspectors and public Officials;
 - Inspectors, supervisors or other professional capacities engaged by the Shipowner or Shipowner;
 - Researcher;
 - Scuba divers;
 - Trainees;
 - Maintenance and repair technicians.
- Any other professional capacities not employed by the Shipowner, working occasionally onboard ship (for a maximum of 60 days within six months) which activities shall not be considered an integral part of board activities. The aforementioned professional capacities shall have an ashore individual agreement or similar, and it shall guarantee the same MLC,2006 working and living conditions.
- b) Ship means a cruise ship listed in the Bahamas Register.
- c) Shipowner means the cruise Company which ships are listed in the Bahamas Register.
- d) Seafarers employment agreement (SEA) means the contract of employment.
- e) Capacity means the position onboard and the work which is to be performed by the seafarer. The capacity shall be indicated in the SEA.
- f) Hours of work means time during which the seafarer is required to do work on account of the ship.

- g) The term "hours of rest" means the time outside hours of work, which does not include short breaks (less than 60 minutes).
- h) Repatriation refers to the return of the seafarer to his/her country of residence.

**Article 1
APPLICATION**

- 1.1 This Collective Bargaining Agreement (hereafter "CBA") applies to the seafarers who are citizens or resident in Italy, embarked in the Deck and Engine Departments onboard cruise ships of the Shipowner listed in the Bahamas Registry. This Collective Bargaining Agreement has been drafted in compliance with Maritime Labour Convention, 2006 requirements as amended.
- 1.2 The employment of any person under the age of 18 shall be prohibited onboard cruise ships.

**Article 2
INDIVIDUAL EMPLOYMENT AGREEMENT AND DOCUMENTATION REQUIRED**

- 2.1 The Shipowner-seafarer relationship is regulated by a SEA (as per ANNEX A) of a definite (fixed-term) period, which shall be expressly stipulated at the embarkation onboard ship (beginning of the relationship).
- 2.2 A fac-simile of the SEA shall be anticipated to the seafarer (before the embarkation) to give her/him the opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them. The fac-simile of the SEA does not have any legal validity regarding the employment relationship between the Shipowner and the seafarer. The date of enter into force and the date of expiry indicated in the fac-simile of the SEA shall be intended as conditional proposal. The SEA shall enter into force on the effective date of seafarer's embarkation.
- 2.3 The seafarer may be transferred, at any time and place, during the period regulated by the SEA, to any shipowner's ship operated by the Shipowner who shall bear the travel costs.
- 2.4 The seafarer's duration of embarkation shall not exceed the period of 5 months. The embarkation period as indicated in the SEA may be extended (within the limit of the maximum period of 7 months) or reduced by the amount of 30 (thirty) days by the Shipowner for operational necessities. The duration of embarkation shall be extended even more than once with the agreement for a maximum duration of the period onboard of 7 months overall between the Shipowner and the seafarer.
- 2.5 The SEA automatically expires, in accordance with this CBA, in the date indicated in the SEA following completion of the period of embarkation. In case of expiration date at sea, the employment agreement shall be tacitly extended until the date of seafarer's disembarkation in the first port of call as appropriate.
- 2.6 The seafarer, at the end of embarkation, shall receive a document (discharge form) containing a record of his/her employment onboard. The discharge form shall be issued by the Captain.
- 2.7 When practicable, upon the consent of the Shipowner and taking into consideration the immigration rules and the operational and safety of the ship, the seafarer may require a temporary suspension ("work break") of the embarkation for the maximum period of 10 days. The temporary suspension shall be agreed and authorized by the Shipowner in advance. In case of work break, the SEA shall be not considered terminate. The Shipowner shall not remunerate the "work break" period. Travel expenses for disembarkation and re-embarkation shall be borne by the seafarer.
- 2.8 The Shipowner shall be entitled to require the criminal record in order to assess the professional attitude in relation to the onboard capacity and that any seafarer shall have a satisfactory pre-embarkation medical examination and medical certificates in compliance with Flag State Law and as requested by the shipowner. The Shipowner shall also be entitled to require that any seafarer holds the vaccinations needed and that he/she answers faithfully any questionnaire on his/her state of health, which may be required. The aforementioned documentation shall be submitted in English and the event that it is incomplete or non-compliant; the seafarer shall not be hired. The seafarer's declarations shall be truthful, detailed and complete.
- 2.9 In order to facilitate national and international inspections required under Flag State Law, the seafarer shall submit to the Captain or his delegate the following original documents necessary for the purposes of embarkation:
 - a) passport and/or seaman book if any;
 - b) certification and documentation in compliance with the STCW Convention;
 - c) valid medical fit certificates;
 - d) documents currently required for embarkation on ships listed in the Bahamas Registry and Company standards.In the event that the aforementioned documentation is incomplete or non-compliant, the seafarer shall not be hired.
- 2.10 Subject to those cases provided by Flag State Law or international Law, the Shipowner shall hand over documents as per art. 2.9 of this CBA to the seafarer upon receipt of his/her written request.
- 2.11 The Seafarer has the option to be embarked as per Italian Law no. 135/1977.

**Article 3
PROBATION PERIOD**

- 3.1 The first 90 days of service starting from the date of embarkation, during the first term of employment in a certain capacity with the Shipowner shall be regarded as probationary and both the seafarer and/or the Shipowner shall be entitled to terminate the employment prior to the expiry of the SEA during this period. In such an event compensation for premature termination of employment provided shall not apply. The seafarer shall be entitled to be paid the amounts accrued until the date of employment's termination and including the date of disembarkation.

**Article 4
CONSOLIDATED WAGE**

- 4.1 The consolidated wage of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scale (ANNEX 1) and as indicated in the SEA. The only deductions from such wage shall be permitted if there is an express provision in the Flag State laws or in this Agreement or if it is authorized by the seafarer through his/her signature of the SEA.
- 4.2 The daily compensation is 1/30th of the contractual amount.

**Article 5
NAVIGATION INDEMNITY**

- 5.1 The seafarer shall have the right to receive a monthly navigation indemnity, paid by way of compensation for the peculiar demands of work at sea – specifically, total working hours exceeding those of a normal work schedule as determined in accordance with this CBA, combined with the inconvenience of being required to spend long periods onboard. It is agreed that payment of the navigation indemnity compensates shipboard personnel for any effort they are required to make in connection both with the operational request of the ship and with their stay onboard.
- 5.2 It is also agreed that, through payment of the amounts as per Annex 1 of this CBA and in consideration of the assumptions agreed on to calculate those amounts, seafarers are fully compensated for all the consequences of the conditions as per article 5.1, within the limit of 90 hours a month over and above the normal work schedule; this maximum is understood to mean the normally existing average burden threshold.
- 5.3 It is understood that, regarding to the heavier burden arising from possible further extensions of the normal work schedule and of those provided for article 5.1 and 5.2, additional monthly navigation indemnities shall be paid as per Annex 1.
- 5.4 The navigation indemnities shall be intended as exhaustive and all-inclusive for onboard maximum working hours as per Flag State laws.
- 5.5 In case of lay-up and operation pause, a situation that does not require additional work over the normal working hours, the navigation indemnities as per articles 5.1, 5.2 and 5.3 only compensated for the inconvenience deriving from the permanence constraint onboard. Therefore, the Shipowner may interrupt the amounts as per Annex 1.
- 5.6 The navigation indemnity and the additional navigation indemnity has been determined by agreement, taking into consideration their economic impact both on the other remuneration and on the conglobated wage paid to seafarers. For the afore mentioned reason, the navigation indemnity and the additional navigation indemnity shall not be calculated in the wage or in any other remuneration which, directly or indirectly, involves the wage as a basis of calculation.
- 5.7 The navigation indemnity and the additional navigation indemnity shall not be included in the calculation of compensation time and any deferred amount.

Article 7

ADVANCES ON SEAFARERS' WAGES AND ALLOTMENTS OF WAGES

- 7.1 The seafarer shall be entitled to receive no later than the 10th day of the following month his/her consolidated wage, navigation indemnities, and any other compensation and indemnity if applicable.
- 7.2 During seagoing service, seafarers may elect to receive advances on wages up to an amount equal to 80% of the consolidated wage, subject to any alternative Company policy. The Shipowner shall grant such advances as per Flag State Law.
- 7.3 Advances in foreign currency shall be paid based on the official exchange rate on the day of payment. The amount of the exchange value in euro at the official exchange rate of the advances paid in foreign currency shall not exceed the balance owing to the seafarer at the time of payment of the advance.
- 7.4 In any case, the total sum of the amounts paid in euros and/or in foreign currency may not exceed the balance due to the seafarer for the skills accrued in his favour at the time of payment of the deposit.

Article 8

SEAFARER COMPENSATION FOR THE SHIP'S LOSS OR FOUNDERING

- 8.1 When the seafarer suffers total or partial loss of, or damage to his/her personal effects whilst serving onboard the ship as a result of wreck, loss stranding or abandonment of the ship, or as a result of fire, flooding or collision, excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, he/she shall be entitled to receive from the Shipowner compensation up to a maximum of 3,500.00 Euro (three thousand five hundred). The seafarer shall certify that any information on lost properties is true to the best of his/her knowledge.

Article 9

COMPANY EQUIPMENT SUPPLIED TO THE SEAFARER

- 9.1 The seafarer, after using the equipment owned by the Shipowner, shall have the obligation, at the end of employment agreement, to return them in good condition. If the seafarer does not return the equipment or returns it damaged, he/she shall be responsible for the cost of repair and/or replacement.

Article 10

NON – SEAFARER WORK

- 10.1 The Shipowner may not require the seafarer to carry out cargo and/or luggage handling and other work done by dock workers without the prior agreement between the Parties

Article 11

MARRIAGE LEAVE

- 11.1 A seafarer who requests a marriage leave shall be entitled to 15 days' additional paid leaves.
- 11.2 Seafarer shall apply to the Shipowner for marriage leave presenting the civil banns, i.e. a declaration of the parties' intention to marry with the official publication of the wedding date. A marriage certificate shall be submitted no later than 60 days after the wedding.
- 11.3 The marriage leave shall not be calculated in the period of annual leave or considered in full or in part for the period of notice of termination.
- 11.4 Where the operational requirements of the ship prevent marriage leave from being granted in full or in part at the time of the wedding, the seafarer shall have the right to decide whether to delay such leave in full or in part, or to terminate the SEA with entitlement to severance pay, without notice.

Article 12

HOURS OF DUTY AND HOURS OF REST

- 12.1 The normal maximum number of duty hours shall be 8 hours per day from Monday to Friday. Performances over the normal working hours may be compensated for up to a maximum of 90 (ninety) hours per month with the navigation indemnity.
- 12.2 The seafarer shall have a minimum of 10 (ten) hours of rest in any 24 (twenty-four) hours period and 77 (seventy-seven) hours of rest in any seven-day period. The 24 (twenty- four) period mentioned above shall begin at the time a seafarer start work immediately after having had a period of at least 6 (six) consecutive hours of rest. The 10 (ten) hours of rest may be divided into no more than two periods, one of which shall be at least 6 (six) hours in

length, and the interval between consecutive periods of rest shall not exceed 14 (fourteen) hours. Additional periods of rest to such minimum period shall be considered to reach the 77 (seventy-seven) hours of rest in any seven-day period and/or to allow more favorable condition.

- 12.3 A short break of less than 60 minutes shall not be considered as a period of rest.
- 12.4 The Shipowner shall post in an accessible place onboard a table detailing the schedule of service at sea and in port and the minimum hours of rest for each capacity onboard in the working language and in English. Record of seafarer's daily hours of rest shall be maintained to allow for monitoring compliance with this article. This record shall be maintained using an appropriate software. One copy shall be handed over to the seafarer. The Shipowner shall be entitled to verify, control and maintain directly or through the Captain or any other delegated person, the records of the seafarer's daily hours of work or rest.
- 12.5 Musters, fire-fighting and lifeboat drills prescribed by Flag State Law and by international instruments shall be conducted in a manner that minimizes the disturbance of rest period and does not induce fatigue.
- 12.6 Nothing in this CBA shall be deemed to impair the right of the Captain to require the seafarer to perform any hours of work necessary, also suspending the rest hours program, according to the provisions of the Flag State Law. As soon as practicable, after the normal situation has been restored, the Captain shall ensure that the seafarer who has worked in a scheduled rest period is provided with an adequate period of rest.

Article 13
REST AND LEAVE

- 13.1 Seafarers shall be entitled to a period of paid rest and leave per month of navigation as per Annex 1.
- 13.2 Rest and leave include the regular monthly leave, the work performed on Sundays and work performed on public holiday and others.

Article 14
EMBARKATION UNAVAILABILITY

- 14.1 Subject to the obligation of loyalty and confidentiality, whereby the seafarer shall not be hired by any Shipowners that are in competition with the Shipowner or disclose to third parties any information regarding the organization, at the request of the seafarer the Shipowner may grant one or two periods of embarkation unavailability for a cumulative total of 180 days.
- 14.2 Embarkation Unavailability shall be requested by the seafarer by e-mail, providing supporting document. The Shipowner at its complete discretion, reserves the right to consider the documentation valid or not and to accept the request or not. This unavailability shall be communicated at the time it occurs and not at the time of the call.
- 14.3 The seafarer will lose the possibility of new employment with the Shipowner in the event of persistent unavailability over 180 days.

Article 15
PROFESSIONAL TRAINING

- 15.1 In order to promote the professional training of the seafarer, the Shipowner may request to the seafarers to attend courses, seminars, or other training initiatives. Shipowner may, at its sole discretion and in accordance with their technical and operational requirements, grant seafarers up to a maximum of 20 days' leave for training purposes during the employment relationship.

Article 16
PRE-EMPLOYMENT MEDICAL EXAMINATION

- 16.1 Initial employment and continued employment with Shipowner is subject to, and conditioned upon, Seafarer obtaining an initial pre-employment medical examination followed by examinations at least every two years thereafter or as determined by Shipowner with doctors approved by Shipowner, and which disclose (to Shipowner) a full and complete medical history and demonstrate the requisite standard of medical fitness needed to satisfy the Regulatory requirements.
- 16.2 If a Seafarer was in a previous medical status for a period longer than 6 months, the Seafarer shall repeat the pre-employment medical examination. To close any period under medical attendance, the doctor approved by the Shipowner shall release his clearance.

Article 17
HEALTH AND SAFETY PROTOCOLS

- 17.1 Seafarer agrees that he/she will comply with all applicable health and safety protocols. This includes, but is not limited to, health and safety protocols implemented to comply with applicable Flag State Laws and regulations, including any mandatory quarantine or isolation periods beginning immediately when Seafarer embarks on his/her assigned vessel when Seafarer is not permitted to work in their assigned position ("Commencement Period").
- 17.2 Seafarer agrees that he/she will comply with all of Shipowner's health and safety protocols. Seafarer agrees that he/she may be subject to self-quarantine, isolation, daily testing—including blood tests, urine tests, and swabs—temperature checks, facial covering requirements, following social distancing guidelines, and any other measure included in Shipowner's health and safety protocols or otherwise deemed necessary by the Shipowner to ensure the safety of both the Seafarer, other crew, and passengers onboard the ship. Seafarer agrees to accurately self-report to their assigned supervisor any illness or symptoms of illness. Seafarer agrees that any refusal of testing or failure to accurately self-report illness or symptoms of illness is grounds for immediate termination of this Agreement and Seafarer's employment with Shipowner.

Article 18
HEALTH CARE

- 18.1 The seafarer shall be entitled to immediate and adequate medical attention, including essential dental treatment, when required.
- 18.2 A seafarer who is hospitalized abroad owing to illness or injury shall receive adequate health care from expert practitioners, including any medicines required, have prompt access to equipment and facilities for diagnosis and treatment, and be given full information for as long as such care is required and, in any event, until the seafarer is repatriated.
- 18.3 The seafarer repatriated to his/her Country of residence unfit as a result of sickness or injury, shall be entitled to medical attention (including

hospitalization) at the Shipowner's expense:

- a) in the case of sickness, for up to 130 (one hundred-thirty) days after repatriation, subject to the submission of satisfactory medical reports;
- b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Article 20.3 concerning permanent (long term) disability.

18.3 Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed by Shipowner's medical practitioner. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly by the Shipowner and the seafarer and the decision of this doctor shall be final and binding on both parties. The Shipowner shall be not liable to cover the cost of undisclosed pre-existing health condition.

18.4 The Shipowner shall be not liable in respect of injury incurred otherwise than in the service of the ship or due to the willful misconduct of the injured or deceased seafarer or infirmity intentionally concealed when the employment is entered into.

18.5 The Shipowner shall be not liable in respect of sickness due to the willful misconduct of the sick or deceased seafarer or intentionally concealed when the employment is entered into.

Article 19 **SICK PAY**

19.1 When the seafarers are disembarked at any port because of sickness or injury, a pro rata payment of their consolidated wage shall be continued until they have been repatriated at the Shipowner's expenses. Thereafter the seafarers shall be entitled to sick pay at the rate equivalent to their consolidated wage while remain sick up to a maximum of 130 (one hundred-thirty) days.

19.2 However, in the event of incapacity due to an accident the consolidated wages shall be paid until the injured seafarer has been or until a medical determination is made in accordance with article 20 concerning permanent (long term) disability.

19.3 Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports endorsed, where necessary, by Shipowner recognized medical practitioner. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Ship-owner and the seafarer and the decision of this doctor shall be final and binding on both parties.

Article 20 **DEATH AND DISABILITY**

20.1 The seafarer who suffers permanent (long term) disability as a result of a work accident whilst in the onboard employment of the Shipowner regardless of fault, including work accidents occurring while traveling during the repatriation and transshipment, and whose ability to work as the seafarer is reduced as a result thereof, but excluding permanent (long term) disability due to willful acts on the part of the seafarer, shall be entitled to compensation as per paragraph 20.3 of this CBA.

20.2 The disability suffered by the seafarer shall be determined by a doctor appointed by the Shipowner. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly by both parties and the decision of this doctor shall be final and binding on both parties.

20.3 Under the provisions of this article, the Shipowner shall pay compensation to seafarer of 60,000 Euro in the event of a total permanent (long term) disability (100%). The compensation for partial permanent (long term) disability shall be calculated on the total permanent (long term) disability amount and shall be paid proportionally to the degree of disability ascertained.

20.4 Any payment effected under the art. 20.1 and 20.3 of this CBA shall be without prejudice to any claim for compensation as per Flag State Law but shall be deducted from any settlement in respect of such claims.

20.5 If the seafarer dies through any cause whilst in the employment of the Shipowner including death from natural causes and death occurring whilst traveling to and from the ship, or as a result of marine or other similar peril, but excluding death due to willful acts on the part of the seafarer, the Shipowner shall pay the sums of Euro 60.000 (sixty thousand) to a nominated beneficiary and the sums of Euro 15000 (fifteen thousand) to each dependent child up to a maximum of 3 (three) under the age of 18. The Shipowner shall also transport at its own expense the body to seafarer's home where practical, at the families' request, and participate in the cost of burial expenses up to a maximum of Euro 2.000.

20.6 Any payment effected under this Article shall be without prejudice to any claim for compensation made in law but may be offset against any such payment.

20.7 The Shipowner shall take measures of safekeeping property left onboard by the sick, injured or deceased seafarer and of returning it to him/her or to his/her next of kin.

Article 21 **MATERNITY**

21.1 In the event that the seafarer becomes pregnant during the period of employment:

- a) the seafarer shall advise the Ship's Doctor as soon as the pregnancy is confirmed;
- b) the Shipowner shall repatriate the seafarer at the first port of call;
- c) the seafarer shall be entitled to 130 (one hundred thirty) days monthly consolidated wage;
- d) the seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent capacity within one year following the birth of a child should such a vacancy be available.

Article 22 **INSURANCE COVER**

2121 The Shipowner could conclude appropriate additional insurance to cover themselves fully against the possible contingencies and liabilities arising from the Articles of this Agreement.

Article 23 **SOCIAL BONUS**

23.1 The seafarer not embarking as per the Italian Law 135/1977 shall be entitled to a social bonus being applied on the social security base (SSB) = 100% consolidate wage, 50% navigation indemnities, 100% rest and leaves, as follows:

- 37% pension bonus (for Italians to match the INPS Previdenza estera)
- 13% unemployment and other bonuses/benefits

50% total

Article 24

UNIFORMS

- 24.1** When required by the Shipowner seafarers shall have to own and maintain in good conditions their uniform, wearing it when corporate procedures prescribe it. The Shipowner shall provide uniforms paying for 2/3 of the expenses, depending on what is estimated for each position. The part charged on the seafarer shall be withheld from the monthly salary. The Shipowner shall clean such uniforms at its expense. The Shipowner shall have to provide, at his own expenses, Personal Protective Equipment (i.e. steel-toed, shoes, helmets, gloves) depending on what is sorted in the Risk's Evaluation Document.

Article 25

TERMINATION OF EMPLOYMENT

- 25.1** The sea may be terminated in the following cases:

a) at request of the seafarer: In the event of termination of SEA at the request of the seafarer, the latter shall give 15 days' notice and pay their own costs of repatriation or reimburse the Shipowner if such costs are paid in advance by the Shipowner. Notice may be waived in the event of death of the seafarer's father, mother, children, spouse or live-in partner provided that documentary evidence is submitted within 10 days of the date of disembarkation or in the event of other exceptional circumstances (i.e. earthquake or flood in the seafarer's place of residence, etc.), provided that prompt notification is given to the Shipowner and documentary evidence is submitted within 10 days of the date of disembarkation. In such cases the repatriation expenses shall be for the Shipowner's account. If the required documentation is not provided or there is no evidence of such exceptional circumstances, the seafarer shall reimburse the Shipowner for the expenses it incurred in connection with their repatriation.

b) at the request of the Shipowner due to just cause, to justified subjective reasons or to justified objective reasons:

The Shipowner may terminate a SEA at any time and place due to just cause, subject to the provisions regarding repatriation.

The Shipowner may terminate a SEA at any time and place due to valid reasons, provided that the seafarer is given 15 days' notice and subject to the provisions regarding repatriation.

c) termination due to force majeure or for other reasons

Should termination of a SEA occur as a result of any of the events listed below:

- force majeure, unforeseeable circumstances, acts of state or governmental action;

- death of the seafarer;

- ban from commercial activity;

- shipwreck;

regardless of their rank, the seafarer or their beneficiaries shall be entitled to the former's wages and severance pay accruing until the date of disembarkation, as well as half of the compensation in lieu of notice with a guaranteed minimum of 15 days' pay.

Should termination of the SEA occur as a result of any of the events listed below:

- injury or illness of the seafarer;

- lay-up of the ship for any reason;

- sale of the ship;

the seafarer shall be entitled to the severance pay accruing until the date of disembarkation.

Should the Shipowner terminate the seafarer's SEA in the event of sale of the ship with a change of flag, or of detention or seizure of the ship, the seafarer shall be entitled to the severance pay accruing until the date of disembarkation, as well as to compensation in lieu of notice, with a guaranteed minimum of 30 days' pay. This provision does not apply in the case the seafarer remains embarked on the same ship, or on another belonging to the same shipping company, until completion of the period of service onboard as planned.

d) due to negligence on the part of the seafarer

Should termination of the SEA occur as a result of negligence on the part of the seafarer, the seafarer shall compensate the Shipowner for the damages caused.

Article 26

SERIOUS DEFAULT OF THE SEAFARER'S EMPLOYMENT OBLIGATIONS

- 26.1** The Shipowner is lawfully entitled to terminate the employment of the seafarer following serious default of the seafarer's employment obligations i.e. in case the seafarer, before the end of employment, requests to disembark or is subject to disciplinary disembarkation.
- 26.2** The Shipowner, in agreement with the Trade Union organizations who are signatories to this Agreement and subject to their approval, issues a document regulating the conduct of seafarers and the application of disciplinary sanctions for all seafarers, irrespective of their ranks onboard cruise ships. This document shall be the subject of specific negotiations.
- 26.3** In the event of termination of the employment of the seafarer in accordance with this Article, the Shipowner shall be entitled to withhold further sums needed to cover the costs of repatriation of the seafarer out of the total accrued amount of his/her latest monthly salary, leave and additional leave.
- 26.4** The Shipowner shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarer's complaints or grievances. The procedures shall allow the seafarer to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious with onboard and ashore claims addressees.

Article 27

NOTICE

- 27.1** The period of notice of termination of a SEA shall be 15 (fifteen) days. Where a SEA be shorter than the standard period of notice, the latter shall be reduced to half the duration of the SEA.
- 27.2** The Shipowner shall have the option to pay in full or in part the notice the notice period, calculated on the consolidated wages.

Article 28
REPATRIATION

- 28.1 The seafarer shall have the right and the obligation to repatriate. The repatriation shall be at no cost to his/herself except in case that he/she is found to be in serious default of the seafarer's employment obligations in accordance with Article 26
- 28.2 Repatriation shall be arranged on a scheduled flight to the international airport in the seafarer's country of repatriation which is nearest to her/his "repatriation place" as indicated in the SEA.
During repatriation for normal reasons, the Shipowner shall be liable for the following costs until the seafarer reaches the "repatriation place" as indicated in the SEA: a) the cost of accommodation and food; b) reasonable personal travel and subsistence costs; c) transport of the seafarer's personal luggage up to the maximum weight allowed by each air flight company; d) medical treatment when necessary until the seafarer is medically fit to travel to the "repatriation place".

Article 29
SEAFARERS' TRADE UNION REPRESENTATIVES (still to be checked)

- 29.1 The Shipowner acknowledges the right of seafarers to participate in trade union activities and to be protected against acts of anti-union discrimination. Moreover, the Shipowner acknowledges that the Trade Union organizations who are signatories of this Agreement are the sole representatives of the seafarers to all intents and purposes.
- 29.2 The Shipowner acknowledges the right of seafarers to have a trade union spokesperson onboard, nominated by the Trade Union organizations.
- 29.3 The Shipowner shall allow the trade union spokesperson to meet with shipboard seafarers, free from service obligations, in the mess rooms in order to discuss union issues only.
- 29.4 The Shipowner shall allow the representative of signatory trade union organizations to visit the ships once a year, in order to hold union meetings with the seafarers. The arrangements for these visits shall be agreed between the Parties.
- 29.5 The trade union organizations shall undertake to arrange the visits onboard of their representative so that they do not disturb the normal operation of shipboard service.
- 29.6 The Shipowner shall arrange a notice board on every ship, in a readily accessible position for all seafarers, for use by the trade union organizations who are signatories to this Agreement.
These notice boards shall be used to post news and announcements with regard to labor issues from the national secretariats of the aforementioned trade union organizations through the shipboard trade union spokesperson; notices shall be promptly shown to the Captain onboard and copies shall also be sent to the Shipowner.

Article 30
EQUALITY AND ONBOARD COMPLAINT PROCEDURES

- 30.1 The seafarer shall be entitled to work, train and live in an environment free from harassment and/or bullying whether sexually, racially, or otherwise motivated. The seafarer who shall commit acts of harassment and/or bullying shall be subjected to disciplinary sanction provided for this purpose.
- 30.2 The seafarer shall be provided with a copy of onboard complaint procedures applicable on the ship.
- 30.3 The Shipowner shall prohibit and penalize any kind of victimization of the seafarer for filing out a complaint.

Article 31
DISPUTES

- 31.1 Any disputes that may arise regarding the interpretation of this Agreement shall be examined by the Parties to the Agreement themselves.
- 31.2 The whole text of this CBA, as well as the documents derived from it, including those in the Annexes, have been written in English.
- 31.3 Any questions that may arise concerning the application of Laws, of the terms and conditions of this CBA and/or of the SEA shall be subjected to jurisdiction of the Bahamian Arbitration.

Article 32
CONTRACTUAL TERMS AND CONDITIONS

- 32.1 The terms and condition arising from the provisions of this agreement, whether interpreted individually or in full, shall be understood to entirely replace any other collective agreement in force.

Article 33
POSTING OF THE CBA ONBOARD

- 33.1 The Captain shall ensure that a copy of this CBA is permanently posted on the ship on a notice board where it is available to the seafarers.

Article 34
VALIDITY OF THE CBA

- 34.1 This CBA enters into force as of July 30, 2021 and will expire on July 30, 2022.
- 34.2 Any amendments of this CBA shall only be accepted with the agreement of the signatory Parties.
- 34.3 This CBA is tacitly renewed on the expiry date for a further three years and so on unless one of the Parties has given notice, by registered letter, at least 6 months before each single three-year deadline.

Article 35
ANNEXES

- 35.1 Annex 1 (Wage Scale), Annex 2 (Disability Percentage) and Annex 3 (SEA) are an integral part of this CBA. The annex may be amended or renewed separately.

DECK	Consolidate Wage	Navigation Indemnity	Rest and Leaves	S.O Supplemental Pay	Rest and Leaves days accrued per month
Captain 4:2	4.461 €	858 €	2.137 €	- €	12,5
Staff Captain 4:2	3.112 €	620 €	1.492 €	- €	12,5
Chief Ship Doctor	2.340 €	858 €	1.055 €	- €	12,5
Ships Doctor	1.588 €	1.184 €	732 €	- €	12,5
Safety Officer with IMO	2.549 €	1.184 €	1.231 €	89 €	12,5
1° Officer with IMO	2.267 €	1.184 €	1.067 €	89 €	12,5
1° Officer	2.267 €	1.184 €	1.067 €	- €	12,5
2° Officer with IMO	1.882 €	992 €	884 €	66 €	12,5
2° Officer	1.882 €	992 €	884 €	- €	12,5
3° Officer with IMO	1.433 €	921 €	679 €	59 €	12,5
3° Officer	1.433 €	921 €	679 €	- €	12,5
Environmental Officer (1st Purser)	1.591 €	1.061 €	738 €	- €	12,5
Environmental Officer (2nd Purser)	1.353 €	899 €	626 €	- €	12,5
Chief Fireman (Capo Pompiere)	1.196 €	830 €	556 €	- €	12,5
Fireman/Helsman	1.044 €	714 €	481 €	- €	12,5
1st Bosun	1.224 €	860 €	569 €	- €	12,5
2nd Bosun	1.191 €	830 €	555 €	- €	12,5
Nurse A	1.387 €	830 €	646 €	- €	12,5
Nurse B	1.228 €	830 €	572 €	- €	12,5
Cadet Officer	596 €	75 €	276 €	- €	12,5

ENGINE	Consolidate Wage	Navigation Indemnity	Rest and Leaves	S.O Supplemental Pay	Rest and Leaves days accrued per month
Chief Engineer 4:2	4.027 €	858 €	1.720 €	- €	12,5
Staff Engineer 4:2	2.667 €	564 €	1.492 €	- €	12,5
Hotel Engineer	2.303 €	1.184 €	1.094 €	89 €	12,5
1° Engineer with IMO	2.265 €	1.184 €	1.066 €	89 €	12,5
1° Engineer	2.265 €	1.184 €	1.066 €	- €	12,5
2° Engineer with IMO	1.880 €	992 €	883 €	66 €	12,5
2° Engineer	1.880 €	992 €	883 €	- €	12,5
3° Engineer with IMO	1.427 €	921 €	678 €	59 €	12,5
3° Engineer	1.427 €	921 €	678 €	- €	12,5
1st Officer Electrician 1-U with IMO	2.526 €	860 €	1.179 €	89 €	12,5
1st Officer Electrician 1-U	2.526 €	860 €	1.179 €	- €	12,5
Electrician Officer / Electronics Officer 2-U with IMO	1.965 €	860 €	926 €	66 €	12,5
Electrician Officer / Electronics Officer 2-U	1.965 €	860 €	926 €	- €	12,5

Electrician Officer /Electronics Officer 3-U with IMO	1.400 €	860 €	670 €	59 €	12,5
Electrician Officer /Electronics Officer 3-U	1.400 €	860 €	670 €	- €	12,5
Electrician	1.198 €	830 €	558 €	- €	12,5
Electrician Assistant (All. Sott.)	908 €	567 €	417 €	- €	12,5
1° IT Officer	2.433 €	1.184 €	1.142 €	- €	12,5
2° IT Officer	1.905 €	992 €	872 €	- €	12,5
3° IT Officer / IT Officer Asst	1.454 €	921 €	671 €	- €	12,5
IT Officer Asst (All Op GMDSS)	955 €	617 €	439 €	- €	12,5
Oiler/ Motorman	1.044 €	714 €	481 €	- €	12,5
Foreman /Turner Welder (Sott. C.S)	1.227 €	860 €	571 €	- €	12,5
Water and Pool Operator (Sott. C.S)	1.227 €	860 €	571 €	- €	12,5
Plumber (Sott. C.S)	1.227 €	860 €	571 €	- €	12,5
Assistant Plumber (Ottonaio)	1.195 €	830 €	556 €	- €	12,5
Turner Welder (Operaio Tornitore)	1.204 €	830 €	562 €	- €	12,5
1° HVAC Engineer - 1° Reefer Engineer	2.316 €	860 €	1.055 €	- €	12,5
2° HVAC Engineer - 2° Reefer Engineer	1.981 €	860 €	909 €	- €	12,5
3° HVAC Engineer - 3° Reefer Engineer	1.407 €	860 €	654 €	- €	12,5
Carpenter/ Hotel Fitter	1.191 €	830 €	555 €	- €	12,5
Process Engineer	2.156 €	619 €	983 €	- €	12,5
Cadet Engineer	596 €	75 €	276 €	- €	12,5

HOTEL	Consolidate Wage	Navigation Indemnity	Rest and Leaves	S.O Supplemental Pay	Rest and Leaves days accrued per month
1° Purser	1.591 €	1.061 €	738 €	- €	12,5
1° Cook (Capo Partita)	1.223 €	776 €	571 €	- €	12,5

Seafarer Employment Agreement (SEA) number: Id. number: CCCMMATRNUMBER Numero ident.	CCCONTRACTNUMBER Seafarer: CCTRUECREWMEMBER Marittimo	Condition of the Employment Agreement
Birthplace: CCBIRTHPLACE	Date of birth: CCBIRTHDATE	Nationality: CCTRUENATIONALITY
Capacity: as per onboard functional position CCFUNCTIONALPOSITION	as per CBA CCCONTRACTPOSITION	Acting as: CCACTINGPOSITION
Agent CCMANNINGAGENTDESC if any Agente	Place of enter into force: CCEMBARKPORT	Date of expiry (a): CCEXPIRYDATE
Date of enter into force: CCEMBARKDATE	Repatriation place: CCARRIVALAIRPORT if any Luogo di rimpatrio	Ship: COSTA CCEMBARKSHIP Nave
Notice period: 15 days Periodo di preavviso		Condition of the Employment Agreement
Seafarer Employment Agreement (SEA) number: Id. number: CCCMMATRNUMBER Numero ident.	CCCONTRACTNUMBER Seafarer: CCTRUECREWMEMBER Marittimo	Condition of the Employment Agreement
Birthplace: CCBIRTHPLACE	Date of birth: CCBIRTHDATE	Nationality: CCTRUENATIONALITY
Capacity: as per onboard functional position CCFUNCTIONALPOSITION	as per CBA CCCONTRACTPOSITION	Acting as: CCACTINGPOSITION
Agent CCMANNINGAGENTDESC if any Agente	Place of enter into force: CCEMBARKPORT	Date of expiry (a): CCEXPIRYDATE
Date of enter into force: CCEMBARKDATE	Repatriation place: CCARRIVALAIRPORT if any Luogo di rimpatrio	Ship: COSTA CCEMBARKSHIP Nave
Notice period: 15 days Periodo di preavviso		

<p>Monthly Gross Salary CURRENCY: EURO Valuta Salario lordo base mensile</p> <p>CCCONTRACTAMOUNTSTWODECIMAL of which CCSUBTOTALMONTHLYPAID97 paid monthly/ CCSUBTOTALMONTHLYUNPAID98 accrued and paid at the end of the employment di cuicorrisposti mensilmente/ maturati e corrisposti alla cessazione del rapporto di impiego</p>
<p>1. The Shipowner shall be entitled to postpone or anticipate by one month the date of expiry. L'Armatore ha diritto di prorogare o ridurre di un mese la durata del contratto</p> <p>2. The Seafarer shall be entitled to receive this amount for each month of embarkation or pro rata on the termination of his/her employment as per terms and conditions of this employment agreement and relevant CBA. Il lavoratore marittimo ha diritto di ricevere tale importo corrisposto per ogni mese di imbarco oppure pro-rata al termine del proprio impiego, così come pattuito nel contratto individuale di impiego e nel Contratto collettivo applicabile.</p>

APPLICATION

This definite (fixed-term) seafarer's employment agreement is stipulated between CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) (the Shipowner) and the seafarer who is citizen or resident in Italy, embarked on board cruise ships of CSSC Carnival Italy Cruise Investment S.r.l. listed in the Bahamas Registry. This Seafarer Employment Agreement has been drafted to be in compliance with the applicable Collective Bargaining Agreement and for anything not expressly provided for by this SEA reference is made to the provisions of the afore mentioned Collective Bargaining Agreement. The applicable legislation is the Flag Law with exception of recruitment and placement. Therefore, any questions that may arise concerning the application of Laws, of the terms and conditions of this Seafarer's Employment Agreement shall be subject to jurisdiction of the Bahamas Arbitration.

A fac-simile of the SEA shall be anticipated to the seafarer (before the embarkation) to give him/her the opportunity to review and seek advice on the terms and conditions in the agreement and freely accepts them. The fac-simile of the SEA does not have any legal validity regarding the employment relationship between the Shipowner and the seafarer. The date of enter into force and the date of expiry indicated in the fac-simile of the SEA shall be intended as conditional proposal. The SEA shall enter into force on the effective date of seafarer's embarkation.

This employment agreement shall always have legal validity, irrespective of the destination of the ship.

The Seafarer shall embark on the date stipulated by the employment agreement and shall transfer, at any time and place, during the period regulated by employment agreement, to any ship operated by the Shipowner, who shall bear the travel costs. The Seafarer shall undertake to serve the Shipowner competently and shall undertake that he/she possesses, and will exercise, the skill commensurate with the certificates that he/she declares to hold. In order to facilitate national and international inspections required under current legislation, the Seafarer shall submit to the Captain or his delegate the following documents necessary for the purposes of embarkation: a) passport and/or seaman book if any; b) certification and documentation in compliance with the STCW Convention; c) valid medical fitness certificates; d) documents currently required for embarkation on ships listed in the Bahamas Registry and Company standards.

It remains understood that the Seafarer shall be entitled to obtain their afore mentioned employment documents at any time. Subject to those cases provided for by current Bahamas or international law, the Shipowner or his delegates shall hand over such documents to the Seafarer upon receipt of a written request to this effect.

PROBATION SERVICE

The first 90 (ninety) days of service during the first term of employment in the capacity with the Shipowner shall be regarded as probationary and both the Seafarer and/or the Shipowner shall be entitled to terminate the employment prior to the expiry of the SEA during this period. In such an event compensation for premature termination of employment provided shall not apply.

DURATION OF EMBARKATION

The seafarer's duration of embarkation shall not exceed the period of 5 months. Such period may be extended or reduced by the amount of 30 (thirty) days by the Shipowner for operational necessities.

The duration of embarkation can be extended even more than once with the agreement for a maximum duration of the period on board of 7 months overall between the Shipowner and the seafarer.

The Seafarer shall be entitled to receive a document (discharge form) containing a record of his employment on board the ship. The discharge form shall be issued by the Captain.

MONTHLY CONSOLIDATED WAGE

The Monthly Consolidated Wage is provided by Annex 1 of the applicable CBA. It does not include special service bonus, such as i.e. luggage and goods loading, tender service, night calls, etc. Those special service bonus will be compensated separately

The Seafarer shall be entitled to payment of his/ her wage in Euro by the 10th day of the following month.

For the purpose of calculating wages, a calendar month shall be regarded as having 30 (thirty) days.

The Seafarer will receive at the end of his/her employment the total accrued amount of compensation pay for Rest and Leave..

INDIVIDUAL INCENTIVE

The individual incentive, if applicable to the capacity, shall be paid per month of navigation in addition to the wage as per the CBA currently in force in the form of a "Superminimo individuale" which also constitutes an advance on future wage rises accruing from any contractual increases and/or promotions or seniority increments.

ADVANCES ON WAGE

The Seafarer may ask as per CBA once a month an on board advance on his/her wage provide that this is no more than 80% of the net monthly wage.

HOURS OF DUTY AND HOURS OF REST

The normal hour of duty shall be 8 (eight) hours per day for all Seafarer from Monday to Friday. Saturday is a regular working day; for work carried out on a Saturday in the standard 8 hours working timetable the Seafarer shall be entitled to receive one day compensation time.

The Seafarer shall have a minimum of 10 (ten) hours of rest in any 24 (twenty-four) hours period and 77 (seventy-seven) hours of rest in any seven-day period. The 10 (ten) hours of rest may be divided into no more than two periods, one of which shall be at least 6(six) hours in length, and the interval between consecutive periods of rest shall not exceed 14 (fourteen) hours. Additional periods of rest to such minimum shall be considered to reach the 77 (seventy seven) hours of rest in any seven-day period and/or to allow more favorable condition. A short break of less than 60 (sixty) minutes will not be considered as a period of rest. The seafarer shall interrupt his/her working activities at the end of the 14th (fourteenth) hour of work. Supervisors shall not entitled to require to other seafarers any working activities exceeding the 14 (fourteen hours) in any 24 (twenty four) hours.

The minimum of 10 hours of rest in any 24 hours period begins at the time a seafarer starts work immediately after having had a period of at least 6 consecutive hours of rest.

All the above mentioned provision shall be applied also in case of ship's dry dock.

NAVIGATION INDEMNITY

The hourly overtime wage in included in navigation indemnity. The Seafarer shall be entitled to receive a payment for 90 (ninety) guaranteed monthly overtime hours; additional overtime will be covered by additional navigation indemnity if applicable to the position. The duties requested to the Seafarer, in compliance with International Flag State Laws, cannot exceed the minimum hours of rest. This remuneration is meant to compensate any effort during embarkation.

However the Shipowner may provide to organize the monthly working schedules based on a request of 90 (ninety) hours of overtime per month.

REST AND LEAVE

Taking into consideration the particular type of work to be performed on a Cruise ship, the Seafarer shall be on duty on 7 days per week from Monday to Sunday. Seafarers shall be entitled to a period of paid rest and leave per month of navigation as per applicable CBA. Rest and leave include the regular monthly leave, the work performed on Sundays and work performed on public holiday and others.

Rest and Leave shall begin upon the repatriation of the Seafarer in order to benefit his/her health and well – being and the operational requirements of his/her capacity.

REPATRIATION OF THE SEAFARER

The seafarer shall have the right and the obligation to repatriate. The repatriation shall be at no cost to his/herself except in case that he/she is found to be in serious default of the seafarer's employment obligations.

Repatriation shall be arranged on a scheduled flight to the international airport in the seafarer's Country of repatriation which is nearest to his/her "repatriation place" as indicated on page 1 of the present SEA.

During repatriation for completion of the contract, the Shipowner shall be liable for the following costs until the seafarer reaches the "repatriation place" as indicated on page 1 of the present SEA: a) the cost of accommodation and food; b) reasonable personal travel and subsistence costs; c) transport of the seafarer's personal luggage up to the maximum weight allowed by each air flight company, d) medical treatment when necessary until the seafarer is medically fit to travel to the "repatriation place".

SEAFARER COMPENSATION FOR THE SHIP'S LOSS OR FOUNDERING.

In case of ship's loss or foundering the Seafarer shall be entitled to receive compensation of two months' consolidated wage on termination of his/her employment. When the Seafarer suffers total or partial loss of, or damage to his/her personal effects whilst serving on board the ship as a result of wreck, loss stranding or abandonment of the ship, or as a result of fire, flooding or collision, excluding any loss or damage caused by the Seafarer's own fault or through theft or misappropriation, he/she shall be entitled to receive from the Shipowner compensation up to a maximum of 3.500,00 euro.

MEDICAL ATTENTION

The Seafarer shall be entitled to immediate medical attention, including essential dental care, when required.

The Seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to health protection and medical care including prompt access to the necessary medicines, medical equipment and facilities for diagnosis and treatment and to medical information and expertise for as long as such attention is required or until the Seafarer is repatriated to his/her countries of residence, whichever is the earlier.

The Shipowner shall be not liable in respect of injury incurred otherwise than in the service of the ship or due to the wilful misconduct of the injured or deceased Seafarer or infirmity intentionally concealed when the employment is entered into.

The Shipowner shall be not liable in respect of sickness due to the wilful misconduct of the sick or deceased Seafarer or intentionally concealed when the employment is entered into.

MATERNITY

The Shipowner shall repatriate the Seafarer if the Doctor diagnoses an inability to perform onboard duties due to pregnancy. The Seafarer shall be entitled to

maternity indemnity provided by CBA. It is mandatory for the seafarer to send to the Shipowner all medical certificates within 48 hours from her disembarkation.

SICKNESS/INJURY

The Shipowner shall repatriate the Seafarer if the Doctor diagnoses an inability to perform onboard duties due to sickness or injury. It is mandatory for the seafarer to send to the Shipowner or to the delegated agency all medical certificates (starting, extension, closing certificates) within 48 hours from his/her disembarkation.

DISABILITY AND DEATH IN SERVICE

The Seafarer who suffers permanent disability as a result of an injury whilst in the employment of the Shipowner including accidents occurring while travelling to or from the ship, and whose ability to work as the Seafarer is reduced as a result thereof but excluding permanent disability due to wilful acts on the part of the Seafarer be entitled to a compensation according to the provisions of the applicable CBA.

HEALTH AND SAFETY PROTECTION

The Shipowner shall ensure that Seafarers are provided with occupational safety and health protection and live, work and train on board ship in a safe and hygienic environment in accordance with Flag State Law and MLC,2006, Title IV, Regulation 4.3.

SOCIAL SECURITY

The seafarer shall be entitled to a social bonus being applied on the social security base (SSB) = 100% consolidate wage, 50% navigation indemnities, 100% rest and leaves, as follows:

37% pension bonus (for Italians to match the INPS Previdenza estera)

13% unemployment and other bonuses/benefits

50% total

ON BOARD COMPLAINT PROCEDURE

The Shipowner ensure to the Seafarer an on-board complaint procedure for the fair, effective and expeditious handling of Seafarer complaints relating to any matter that is alleged to constitute a breach of the employment obligations and of the MLC,2006 requirements.

The Shipowner prohibits and penalizes any kind of victimization of a Seafarer for filing a complaint.

HARASSMENT AND BULLYING

Seafarers have the right to work in a peaceful environment, in a climate of respect and cooperation, all of which contributes to an efficient organizational system. The Company finds any form of harassment or bullying to be unacceptable, whether it is expressed in the form of explicitly intimidating or threatening conduct, in more indirect and subtle form, or in any form whatsoever that may be perceived as harassment or bullying by the person victimized. In this sense the offender's intentions are irrelevant if the victim perceives the conduct to be offensive. In case of harassment or bullying the seafarer is heartily recommended to report all the facts to his/her Head of Service/Head of Department or to the Captain. Harassment and bullying behaviours shall be punished taking appropriate disciplinary sanctions.

UNIFORMS

When required by the Shipowner seafarers shall have to own and maintain in good conditions their uniform, wearing it when corporate procedures prescribe it. The Shipowner shall provide uniforms paying for 2/3 of the expenses, depending on what is estimated for each position.

The part charged on the seafarer shall be withheld from the monthly salary. The Shipowner shall clean such uniforms at its expense.

The Shipowner shall have to provide, at his own expenses, Personal Protective Equipment (e.g. steel-toed, shoes, helmets, gloves) depending on what is sorted in the Risk's Evaluation Document.

TERMINATION OF EMPLOYMENT

The SEA may be terminated in the following cases:

a) at the request of the seafarer

In the event of termination of SEA at the request of the seafarer, he/she shall give 15 days' notice and he/she shall pay the repatriation costs or reimburse the Shipowner if such costs have been paid in advance by the Shipowner.

Seafarer shall not give any notice period and the Shipowner shall pay the repatriation cost in the event of death of the seafarer's father, mother, children, spouse or live-in partner. In this event he/she shall submit the documentary evidence within 10 days of the date of disembarkation. Seafarer shall not give any notice period and the Shipowner shall pay the repatriation cost in the event of exceptional circumstances (e.g. earthquake or flood in the seafarer's place of residence, etc.). In this event he/she shall submit the documentary evidence within 10 days of the date of disembarkation.

In the event of lack of documentation or no evidence of exceptional circumstances, the seafarer shall pay the repatriation costs to the Shipowner.

b) at the request of the Shipowner due to just cause, to justified subjective reasons or to justified objective reasons:

The Shipowner may terminate the SEA at any time and in any place due to just cause.

The Shipowner may terminate the SEA at any time and in any place due to valid reasons, within the term of 30 days' notice in the case of seniority of less than a year with the same Shipowner or 45 days in the case of seniority of service of more than one year with the same Shipowner.

The Shipowner may terminate the SEA at any time and in any place due to valid reasons, within the term of 15 days' notice.

c) termination due to force majeure or for other reasons.

Should termination of a SEA occur as a result of any of the following events: 1) force majeure, unforeseeable circumstances, acts of state or governmental action; 2) death of the seafarer; 3) ban from commercial activity; 4) shipwreck; 5) injury or illness of the seafarer; 6) lay-up of the ship for any reason; 7) sale of the ship.

d) due to serious default of the seafarer

In case of the termination of the SEA due to serious default of the seafarer, the Shipowner shall only be required to pay severance pay (TFR). The Shipowner may take any proper action to recovery all the damages connected with the serious default of the seafarer.

GENERAL RULES AND CONDUCT REGULATIONS.

The seafarer shall all times comply with and abide by all applicable laws, all rules and regulations of the ship's Captain as well as all the Shipowner rules, regulations, policies and procedures (including but not limited to the "Code of Conduct of Seafarers and Application of Disciplinary Sanctions" and to the Carnival Corporation & Plc "Code of Business Conduct and Ethics").

The seafarer shall obey the orders of and perform all duties assigned by the ship's Captain and officers and seafarer's department supervisor and shall show respect to other seafarers. The seafarer shall not be drunk, gamble, or use or possess firearms, knives, weapons or illegal drugs or narcotics. The seafarer shall smoke in designated areas only, be polite and helpful to guests, not use guest facilities and not fraternize or have sexual contact with guests.

All the rules, regulations, policies, procedures as well as the "Code of Conduct of Seafarers and Application of Disciplinary Sanctions" and the Carnival Corporation & Plc "Code of Business Conduct and Ethics" shall be delivered to seafarer at embarkation in order to be countersigned for receipt or disclosed in digital format.

Data protection law.

Any information relating to an identifiable individual is protected as "personal data" by the law. Personal data may only be processed – e.g. collected, stored, used or disclosed – as far as this is necessary for specified, legitimate purposes. The seafarer may have access to personal data while performing her/his duties under this contract. The seafarer has the obligation to treat such personal data as confidential, and to transfer, disclose or otherwise process such personal data only on instructions of the Shipowner for the purposes determined by the Shipowner.

The seafarer is hereby notified that the Shipowner is processing personal data concerning the seafarer. The personal data supplied by the seafarer will be used

for the sole purposes of selection, recruitment and manning of the seafarer by the Shipowner will be communicated to third parties only where required for these purposes. The seafarer may at any time exercise her/his right of access to and information on personal data held concerning her/him, addressing her/his request to the Shipowner. More details on the processing of data concerning the seafarer are contained in the Privacy Notice handed to the seafarer.

By signing below, the Seafarer declares that she/he has read and understood the terms of this Agreement and the related CBA and confirms that no verbal promises, or other agreements have been given to him. The Seafarer also declares that no fees or other charges for seafarer recruitment or placement or for providing employment to seafarers are borne directly or indirectly.

The Shipowner and the seafarer have executed this agreement as of

CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司)
3806, Central Plaza
18 Harbour Road
Wanchai
Hong Kong

The seafarer