

## MEMORANDUM OF AGREEMENT

On July 26, 2021, in Genoa, CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) and Costa Crociere S.p.A., both represented by Tino Hensel and the Captains' Trade Union Organization USCLAC – UNCDiM – SMACD represented by Claudio Tomei, Gianni Badino, Giovanni Angeloni and Enrico Neri, met to sign this Memorandum of Agreement for the 1) seafarers who are citizens or resident in Italy and embarked as per article 4 of the Italian Law no. 135, April 4, 1977 onboard cruise ships of the Shipowner listed under the Bahamas Registry and 2) for seafarers who are citizens or resident in Italy who is part of the pool of Costa Crociere S.p.A.'s personnel at the date of enter into force of the present agreement and accepting to embark onboard Costa Atlantica and Costa Mediterranea under Bahamas Flag and 3) for seafarers who are citizens or resident in Italy who were part of the pool of Costa Crociere S.p.A.'s personnel at least 5 years from the date of enter into force of the present agreement and accepting to embark onboard Costa Atlantica and Costa Mediterranea under Bahamas Flag.

### WHEREAS

- Costa Crociere S.p.A as former shipowner of Costa Atlantica and Costa Mediterranea is promoting the embarkation onboard of the abovementioned ships of its Italian crewmembers.
- For the above reason CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) will offer to Italian crewmember accepting to embark onboard Costa Atlantica and Costa Mediterranea under Bahamas Flag terms and conditions similar, as far as possible, to those applicable as per National Collective Bargaining Agreement signed on December 16, 2020.

### HAVING REGARD TO

- The Collective Bargaining Agreement (CBA) dated July 26, 2021 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.
- The National Collective Bargaining Agreement signed on December 16, 2020 for seafarer embarked in a cruise ship under Italian Flag.
- Article 4 of the Italian Law no. 135, April 4, 1977 providing "*The shipping agent who engages Italian or foreign workers for embarking on a ship with nationality other than that of the worker, shall (before embarkation) assure and certify to the local authorities, under his own responsibility, that the workers have been insured as to invalidity and old age, for the foreseen period of enlistment with the Fondo di Previdenza Marinara and for illness and accidents with insurance Firms or Companies (Italian or foreign) which should guarantee an insurance coverage not lower than compulsory coverages according to Italian laws*".

### THE PARTIES AGREE THE FOLLOWING:

1. The above, including deeds and documents mentioned, even if not physically attached, constitute an integral and substantial part of this Agreement.
2. As partial amendment of the above-mentioned applicable CBA, Seafarers who have embarked or been on secondment for the last two years with the same Employer shall be entitled to a seniority increase, paid as per Attachment 1. After the first increase, seafarers who continue to work shall be eligible for four more biennial seniority increases, paid as per Attachment 1.
3. As partial amendment of the above-mentioned applicable CBA, articles 19, 20, 21 are meant to be replaced as follows:

#### Article 19

#### SICKNESS&INJURY

- 19.1 Shipowner will provide medical coverage to Seafarers for up to a period of (i) twenty-eight (28) days after sign-off or (ii) until the Seafarer is called into service by Shipowner, whichever is earlier. Such coverage shall be subject to the terms and conditions of Shipowner's medical coverage policy then in effect. Such coverage shall terminate twenty-eight (28) days after sign-off or earlier if Seafarer fails to sign-on after being called into service by Shipowner on the scheduled sign-on date.
- 19.2 In the event Seafarer becomes sick or disabled while on shipboard duty or during the twenty-eight (28) day period following his/her last sign-off date, Seafarer will receive seventy-five percent (75%) of consolidated wages and any variable bonus except for the social bonus/contributions and the thirty-seven/5 (37,5%) [75:2=37,5] of the navigation indemnity until declared fit for duty, subject to the following:
  - (a) payment cannot extend longer than one (1) year from the date of last sign-off; the period will be shortened in case of withdrawal of the seaman's book;
  - (b) Seafarer must be declared unfit for duty by a doctor chosen by Shipowner;
  - (c) Seafarer must cooperate and adhere to the prescribed medical treatment;
  - (d) injury or disability must not have been self-inflicted and
  - (e) such benefits to be governed by Shipowner's then current short-term disability policy and guidelines.
- 19.3 Any such disability payment shall be reduced by any other disability or maintenance payments he/she receives or is entitled to receive from the Shipowner, any governmental agency or private insurance plan and by any vacation wages received since his or her last sign-on date.
- 19.4 Seafarer must immediately notify a supervisor or a manager in the case of shipboard accidents or incidents that result in injury. Seafarer must also report to the medical center on the ship in such an event. Seafarer's failure to report under this paragraph is a breach of this Agreement, which will be construed against Seafarer as a negative inference (i.e. the alleged injury did not occur because it was not reported) in any subsequent claim brought by Seafarer based on that injury.

- 19.5 *Nothing in this Agreement or the related forms, including terms and conditions that require Shipowner to continue making payments to Seafarer after sign-off for medical care, vacation pay, or otherwise, should be interpreted to extend the term of the employment relationship. The parties agree that the employment relationship terminates upon sign-off.*
- 19.6 *The Shipowner shall have no obligation to provide medical care or pay sick wages for any illness or injury unless Seafarer reported the same condition to the shipboard medical center before signing off the ship, and there is a written record onboard the ship of such report. All disputes involving medical care and sick wages and all disputes regarding post-contract illness, injury, and medical issues arising from Seafarer's employment with the Shipowner shall be governed by the Bahamas arbitration under Bahamas law provision. This includes medical conditions that are not discovered until after the Seafarer completes this contract and returns to his or her home country.*

**Article 20**  
**DEATH AND DISABILITY**

- 20.1 *If Seafarer is still unfit for duty after 1 year of his/her sign-off and unable to work any job with a percentage equal to at least 2/3 of the working ability, Shipowner will provide long-term disability coverage provided that*
- (a) Seafarer is declared unfit for duty by a doctor chosen by Shipowner;*
  - (b) Seafarer cooperates and adheres to the prescribed medical treatment;*
  - (c) injury or disability must not have been self-inflicted and*
  - (d) such benefits shall be subject to Shipowner then current long-term disability policy and guidelines.*
- 20.2 *The amount of the disability payment will be 66.67% of Seafarer's prior annual earnings. The Company reserves the right to periodically review the disability of the Seafarer, at a maximum interval of three years. It is expressly understood that in case of improvement of the Seafarer's conditions, the Company will be entitled to suspend or even terminate the benefit. In case of death of the Seafarer occurred within 2 years of the date of commencement of the long-term disability treatment provided herein, Shipowner will pay to the Seafarer's Designated Beneficiary, the residual amount of the disability payment that the Seafarer would have received under this clause until the completion of the aforesaid 2-year period.*
- 20.3 *Annual earnings are defined as all wages, vacation and holidays pay with the exclusion of bonuses and social bonus earned by the seafarer in the 12 months preceding his or her last sign-off. Disability payments will be made in monthly installments. Any such disability payment shall be reduced by any other disability or maintenance payments he/she receives or is entitled to receive from Shipowner, any governmental agency or private insurance plan. Payment will be further reduced from earnings he/she may receive as a result of other employment or services. Disability payments will cease when Seafarer reaches the age of 67.*
- 20.4 *In the case of accidental death while on shipboard duty or, due to the consequences of the accidental for a period extending 60 days after sign-off, Shipowner will pay Seafarer's Designated Beneficiary, the amount of 200% of his/her annual earnings (as defined above).*
- 20.5 *A Seafarer who suffers injury as a result of an accident from any cause whatsoever whilst in the employment of the Company or arising from her/his employment with the Shipowner, regardless of fault including accidents occurring while travelling to or from the Ship, and whose ability to work as a Seafarer is reduced as a result thereof shall, in addition to sick pay, be entitled to compensation according to the provisions of the Agreement.*
- 20.6 *The disability suffered by the Seafarer shall be determined by a Doctor appointed by the Shipowner and the Shipowner shall provide disability compensation to the Seafarer in accordance with the percentage specified as per Annex 2. For disability % over 30, the Shipowner can provide payment in 3 yearly annuities. Any payment effected under paragraphs a) shall be without prejudice to any claim for compensation made in law. Shipowners, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this Agreement.*

**Article 21**  
**MATERNITY**

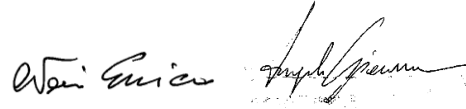
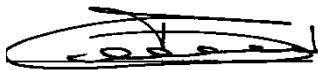
- 21.1 *In the event that a Seafarer becomes pregnant during the period of employment:*
- a) the seafarer shall advise the Master as soon as the pregnancy is confirmed;*
  - b) the Shipowner will repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous – at the first port of call.*
  - c) the seafarer shall be entitled to a Cash Maternity allowance, equal to 80% of the wage and is payable for 5 months (2 prior to and 3 after the date of birth or 1 month prior to and 4 after); In case of adoption or guardianship, the 5 months start from the date on which the adopted child or child over whom guardianship is assumed enters the family. In case of miscarriage beyond the third month of pregnancy, the allowance is paid for a period of 30 days.*
  - d) the seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.*
4. *To Costa Crew members in TP system (Turno Particolare) accepting to embark onboard Costa Atlantica and Costa Mediterranea under Bahamas Flag will be granted the enrollment under the Costa TP upon the termination of the contract of employment with the new shipowner (CSSC Carnival Cruise Shipping Limited) as per Annex 3.*
5. *To Costa Crew members in CRL system (Continuità di Rapporto di Lavoro) accepting to embark onboard Costa Atlantica and Costa Mediterranea under Bahamas Flag, the CRL will be suspended for the duration of the contract of employment with the new shipowner. The CRL will be re-opened upon the termination of the contract of employment with the new shipowner (CSSC Carnival Cruise Shipping Limited) as per Annex 4 and 5.*

6. The Shipowners will continue to pay the FANIMAR/CASCODI annual contribution for health coverage wherever applicable
7. Any disputes that may arise regarding the interpretation of this Memorandum of Agreement shall be examined by the signatory Parties of this Agreement.
8. 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 Bahamas Arbitration.
9. This Memorandum of Agreement enters into force from July 30, 2021.
10. Any amendments of this Memorandum of Agreement shall only be accepted with the agreement of the signatory Parties.
11. This Memorandum of Understanding consists of 2 (two) pages.

Costa Crociere S.p.A.



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



Claudio Tomei, Gianni Badino, Giovanni Angeloni and Enrico Neri



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

## ANNEX 1 - SENIORITY INCREASES

DECK	1° Seniority (Full Value)	2° Seniority (Full Value)
Captain 4:2	59 €	-
Staff Captain 4:2	51 €	-
Chief Ship Doctor	57 €	-
Ships Doctor	83 €	51 €
Safety Officer con Certificato IMO	83 €	51 €
1° Officer with IMO	83 €	51 €
1° Officer	83 €	51 €
2° Officer with IMO	67 €	41 €
2° Officer	67 €	41 €
3° Officer with IMO	62 €	37 €
3° Officer	62 €	37 €
Environmental Officer (1st Purser)	83 €	51 €
Environmental Officer (2nd Purser)	67 €	41 €
Chief Fireman (Capo Pompiere)	55 €	33 €
Fireman/Helsman	45 €	27 €
1st Bosun	58 €	35 €
2nd Bosun	55 €	33 €
Nurse A	55 €	33 €
Nurse B	55 €	33 €
Cadet Officer	- €	- €

ENGINE	1° Seniority (Full Value)	2° Seniority (Full Value)
Chief Engineer 4:2	57 €	-
Staff Engineer 4:2	51 €	-
Hotel Engineer	83 €	51 €
1° Engineer with IMO	83 €	51 €
1° Engineer	83 €	51 €
2° Engineer with IMO	67 €	41 €
2° Engineer	67 €	41 €
3° Engineer with IMO	62 €	37 €
3° Engineer	62 €	37 €
1st Officer Electrician 1-U with IMO	58 €	35 €
1st Officer Electrician 1-U	58 €	35 €

Electrician Officer / Electronics Officer 2-U with IMO	58 €	35 €
Electrician Officer /Electronics Officer 2-U	58 €	35 €
Electrician Officer /Electronics Officer 3-U with IMO	58 €	35 €
Electrician Officer /Electronics Officer 3-U	58 €	35 €
Electrician	55 €	33 €
Electrician Assistant (All. Sott.)	- €	- €
1° IT Officer	83 €	51 €
2° IT Officer	67 €	41 €
3° IT Officer / IT Officer Asst	62 €	37 €
IT Officer Asst (All Op GMDSS)	- €	- €
Oiler/ Motorman	45 €	27 €
Foreman /Turner Welder (Sott. C.S)	58 €	35 €
Water and Pool Operator (Sott. C.S)	58 €	35 €
Plumber (Sott. C.S)	58 €	35 €
Assistant Plumber (Ottonaio)	55 €	33 €
Turner Welder (Operaio Tornitore)	55 €	33 €
1° HVAC Engineer - 1° Reefer Engineer	58 €	35 €
2° HVAC Engineer - 2° Reefer Engineer	58 €	35 €
3° HVAC Engineer - 3° Reefer Engineer	58 €	35 €
Carpenter/ Hotel Fitter	55 €	33 €
Process Engineer	38 €	22 €
Cadet Engineer	- €	- €

HOTEL	1° Seniority (Full Value)	2° Seniority (Full Value)
1° Purser	83 €	51 €
1° Cook (Capo Partita)	55 €	33 €





中船嘉年华邮轮有限公司



Genoa, July 29th, 2021

**Costa Crociere S.p.A.**,  
Piazza Piccapietra 48  
16121, Genoa (ITALY)  
(Hereinafter referred to as “Costa”)

**CSSC Carnival Italy Cruise Investment S.r.l.**  
Piazza Piccapietra 48  
16121, Genoa (ITALY)  
(Hereinafter referred to as “CSSC Itaco”)

and

**Mr. ....**  
(Hereinafter referred to as “Seafarer”)

**CONSIDERED THAT**

Starting from July, 30<sup>th</sup> 2021 the Seafarer will enter a temporary contract of employment on board Costa Atlantica under the new Shipowner CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司). Costa Atlantica will fly Bahamas Flag.

**THE PARTIES AGREE THAT**

- 1) Effective from July, 30<sup>th</sup> 2021 it will be mutually terminated the temporary contract with “CSSC Itaco” with the cancellation from “CSSC Itaco” Turno Particolare (TP), reciprocally excluding and waiving the application of any notice indemnity or any other termination indemnity, subject to the following provisions.
- 2) The Seafarer undertakes the obligation to complete in favor of CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) the forthcoming assignment as scheduled.
- 3) Upon completing the forthcoming or any further assignment with CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) or any equivalent Group Company, the Seafarer will have the faculty to terminate the forthcoming temporary employment and return to Costa Crociere temporary employment (TP enrollment) unless the contract was terminated based on disciplinary reasons or own will. In this case the Seafarer must inform in writing both the Shipowner and Costa Crociere in due advance respecting the CBA notice period.
- 4) It is agreed between both parties that upon returning to embark on the Costa Brand ships, the Seafarer upon completion of the forthcoming temporary contract, will waive the payment of any notice indemnity, or any other termination indemnity, and pass to Costa Crociere temporary contract of employment at its previous terms and conditions and any improvements implemented meanwhile. A reciprocal waive will be offered by the Shipowner.

\_\_\_\_\_  
Costa Crociere S.p.A.

\_\_\_\_\_  
The Seafarer

\_\_\_\_\_  
CSSC Carnival Italy Cruise Investment S.r.l.

\_\_\_\_\_  
CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司), the Shipowner as Grantor



中船嘉年华邮轮有限公司

ADDENDUM

to the Seafarer’s Employment Agreement to become effective as of 30/07/2021

between

CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司)
3806 Central Plaza - 18 Harbour Road - Wanchai - Hong Kong
(Hereinafter referred to as “Shipowner”)

and

Mr./Mrs. ....
Date of Birth:
Place of Residence:
(Hereinafter referred to as “Seafarer”)

The following terms are agreed in addition to the above mentioned Seafarer’s Employment Agreement:

- 1) The Shipowner will grant a temporary contract of employment at equivalent salary conditions, including rotation scheme, as applied under the suspended permanent employment with Costa Crociere S.p.A . The only exception will be for the unused rest, leaves been paid in one lump-sum upon sign-off and the AR (“attesa retribuita”), replacing the DR (“disponibilità retribuita”).
2) Upon completion of the leaves accrued during the current assignment, the Seafarer will return to Costa Crociere permanent employment (CRL system) unless accepting a further proposal to remain with a temporary assignment in the CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) rotation or with any equivalent Group Company or unless the contract was terminated based on disciplinary reasons or own will.
3) If the Seafarer accepts a further proposal to have a temporary assignment with CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) or with any equivalent Group Company, upon completing any further assignment including the rest and leave period ashore, the Seafarer will have the faculty to return to Costa Crociere permanent employment (CRL system). In this case the Seafarer must inform in writing both the Shipowner and Costa Crociere in due advance respecting the CBA notice period.
4) It is agreed between both parties that upon returning to embark on the Costa Brand ships, upon completion of the temporary contract with CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司) or with any equivalent Group Company, the Seafarer will waive the payment of any notice indemnity, or any other termination indemnity, and pass to Costa Crociere permanent contract of employment (CRL system) at its previous terms and conditions and any improvements implemented meanwhile. A reciprocal waive will be offered by the Shipowner.
5) The Seafarer will be entitled to the same travel and crew privileges as applicable when serving on Costa fleet vessels in the position of ..... (ONLY APPLICABLE FOR MASTER/CHIEF ENGINEERS/CHIEF SHIP DOCTORS: also including family incentive travelling).
6) The Shipowner will continue to pay the FANIMAR/CASCODI annual contribution for health coverage wherever applicable.
7) The Shipowner will provide medical coverage for up to a period of ninety (90) days after sign-off.
8) ONLY APPLICABLE FOR MASTER/CHIEF ENGINEERS/ The Shipowner will honour the additional compensation as applicable to Masters/Chief Engineers under contract with Costa Brand:
- Net Long Term Incentive (LTI), based on and subject to the applicable procedure plus applicable social bonus;
- Net Management by Objective Bonus (MBO), based on targets’ achievement plus applicable social bonus.
CRL DOCTORS:
- Net Temporary Superminimo on Leaves (TSL), based on and subject to the applicable contract plus applicable social bonus.
9) ONLY APPLICABLE FOR MASTER/CHIEF ENGINEERS: The Shipowner shall continue to contribute to the applicable insurance coverage versus the professional title suspension.

Genoa, July 30th 2021

CSSC Carnival Cruise Shipping Limited (中船嘉年华邮轮有限公司)
Tino Hensel, Vice President Marine HR

The Seafarer

Costa Crociere S.p.A. as Grantor

Annex 5 – Agreement COSTA CRL

Accordo in tema di CRL (Continuità di Rapporto di Lavoro di cui al vigente CCNL), sottoscritto in data 29 Luglio 2021



tra

COSTA CROCIERE S.p.A. (di seguito indicata come SOCIETA'), con sede legale in Genova, Piazza Piccapietra 48 (Codice Fiscale.- P.IVA 02545900108), in persona del Dottor Sergio Repetto, nella qualità di Direttore dell'Amministrazione del Personale e Procuratore

da una parte

e

il Signor (Cod. Fisc. ), nato a il residente a

ivi elettivamente domiciliato ai fini del presente Accordo (di seguito indicato anche come MARITTIMO)

dall'altra parte

premesso

a) che COSTA CROCIERE S.p.A. intende favorire l'imbarco sulla m/n Costa Atlantica, battente bandiera Bahamas e da essa recentemente ceduta a CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**), ed alle dipendenze di CSSC Limited, con decorrenza dal 30 Luglio 2021, di Lavoratori marittimi già alle proprie dipendenze in regime di CRL;

b) che il Signor , alle dipendenze di COSTA CROCIERE S.p.A. con qualifica di in regime di CRL, reso edotto di quanto si deduce alle premesse sub a) ha dichiarato la propria disponibilità a condividere l'intendimento della SOCIETA' in essa formalizzato;

convengono e stipulano quanto segue

1. Le premesse formano parte integrante di questo Accordo.

2. A fronte dell'acquisita disponibilità del MARITTIMO ad essere imbarcato con contratto di lavoro a tempo determinato sulla m/n Costa Atlantica, o su altre navi equivalenti, alle dipendenze della CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**), o di altra Società equivalente del Gruppo Carnival, egli, a fare data dal 30 Luglio 2021, previa sospensione a tutti gli effetti di legge e di contratto del rapporto contrattuale di lavoro marittimo in regime di CRL con COSTA CROCIERE S.p.A., sarà imbarcato in pari data da CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**), con contratto di lavoro a tempo determinato sulla m/n Costa Atlantica da essa gestita, restando espressamente inteso e convenuto quanto segue, con riguardo alle modalità ed ai contenuti di tale operazione.

2.1 Fermo restando che, durante il periodo di sospensione del rapporto contrattuale di lavoro marittimo in regime di CRL con COSTA CROCIERE S.p.A., è sospesa la decorrenza e maturazione per il MARITTIMO nei confronti di COSTA CROCIERE S.p.A. di qualsiasi diritto di natura retributiva e contributiva, fatta eccezione per l'adeguamento di legge del Fondo TFR accantonato, COSTA CROCIERE S.p.A., in deroga a tale principio, riconoscerà, ad incremento dell'anzianità di servizio maturata presso di essa, quella ulteriore maturata alle dipendenze di CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**) o altra Società equivalente del Gruppo Carnival, sino alla data di ripresa del rapporto di lavoro in regime di CRL con COSTA CROCIERE S.p.A., previa contestuale cessazione del rapporto contrattuale di lavoro con CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**) o altra Società equivalente del Gruppo Carnival (v. anche seguente clausola n. 3).

2.2. Alla data di cessazione del rapporto contrattuale di lavoro con CSSC Carnival Cruise Shipping Limited (**中船嘉年华邮轮有限公司**), o altra Società equivalente del Gruppo Carnival, e di contestuale ripresa di quello con COSTA CROCIERE S.p.A., secondo quanto previsto a disciplinato dalla seguente clausola n. 3:

(i) al MARITTIMO non competerà né l'indennità sostitutiva del preavviso, né alcuna indennità risarcitoria, né egli ne dovrà alcuna (con garanzia sul punto qui datagli da COSTA CROCIERE S.p.A.) ove la cessazione dipenda da sua volontà e da quella di CSSC Carnival Cruise Shipping Limited (**中船嘉年华**

華郵輪有限公司), o di altra Società equivalente del Gruppo Carnival, o di COSTA CROCIERE S.p.A. con decisione di cessazione della sospensione del rapporto di lavoro con essa;

(ii) i periodi di ferie e di riposi maturati dopo la sospensione del rapporto di lavoro con COSTA CROCIERE S.p.A. e non fruiti, per comune accordo saranno usufruiti dal MARITTIMO durante la vigenza del ripreso rapporto contrattuale di lavoro marittimo con COSTA CROCIERE S.p.A.:

(iii) il TFR maturato dal MARITTIMO alle dipendenze di CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司), o altra Società equivalente del Gruppo Carnival, verrà liquidato a termine di ciascun contratto con CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司).

3. Per intese intervenute tra COSTA CROCIERE S.p.A. e CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司) delle quali COSTA CROCIERE S.p.A. si fa garante nei confronti del MARITTIMO, e fatte salve le ipotesi di risoluzione, per giusta causa e/o per giustificato motivo, del rapporto contrattuale di lavoro tra CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司), o altra Società equivalente del Gruppo Carnival ed il MARITTIMO, tale rapporto potrà essere fatto cessare dopo il completamento del primo imbarco, o di ogni successivo imbarco, con contestuale ripresa di quello sospeso con COSTA CROCIERE S.p.A., per volontà sia del MARITTIMO, che di CSSC Carnival Cruise Shipping Limited (中船嘉年華郵輪有限公司), o di altra Società equivalente del Gruppo Carnival, o di COSTA CROCIERE S.p.A. L'esercizio di tale facoltà comporterà l'applicazione ai punti 2.1 e 2.2 della precedente clausola n. 2.

LCS

\_\_\_\_\_  
(Signor )

\_\_\_\_\_  
COSTA CROCIERE S.p.A.