



TERMS &
CONDITIONS
of EMPLOYMENT

Princess Cruise Lines, Ltd.



**PRINCESS CRUISE LINES LTD.
PRINCIPAL TERMS AND CONDITIONS OF EMPLOYMENT**

INTRODUCTION

Life and work at sea are different than on land and the Principal Terms and Conditions of Employment and Code of Conduct are designed as a guide to the types of behavior which are expected and are not accepted.

As an individual you have the right to perform your job to the best of your abilities, the right to be treated fairly by both your co-workers and your supervisor, and the right to enjoy your rest time in any way you please, within the ship's rules and regulations and without disturbance from others. To enjoy these rights as an individual you also have the obligation to respect the individual rights of everyone else in the ship's complement.

To avoid persons taking matters into their own hands, it is essential to have a procedure for dealing with complaints which enables the complainant with a genuine grievance to bring it, simply and quickly, to the attention of a person in authority. This procedure is contained within Annex II of this document.

This is a dynamic and successful company offering luxury cruises throughout the world. It is our recruiting policy to engage only the best individuals of good character. We understand that you would have certainly had other possibilities of employment and we are pleased that you have chosen to join us.

Welcome Aboard!

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ARTICLE 1

Parties and Application of Agreement

These Principal Terms and Conditions of Employment ("Terms") shall apply to crew members employed by Princess Cruise Lines Ltd., a Bermuda Company ("Company") except as otherwise expressly stated in writing. Any employee (also referred to as "crew member") to whom these Terms are applicable shall be considered a member of the crew in the service of the assigned ship and covered by these Terms with effect from the date on which crew member signs the ship's Crew Agreement until the date on which crew member signs off. Notwithstanding this provision, if the crew member works aboard the vessel during any period after signing off without executing a new Crew Agreement, or is appointed by the Company to work on a vessel under construction, these Terms, to the extent applicable, will govern any such subsequent employment.

ARTICLE 2

Employer and Employee

The Employer is the Company as defined in Article 1 above. Each employee (also referred to as "crew member") covered by these Terms, on joining the ship or on transferring to another ship, must also sign the Crew Agreement, a legally binding document that incorporates these Principal Terms and Conditions of Employment, and together with each Annex attached, any applicable collective bargaining agreement, the Captain's Standing Orders for the vessel on which the crew member is serving, and the Acceptance of Employment Terms and Conditions, all of which are incorporated by reference, they comprise the "Contract of Employment." The Company reserves the right to transfer the crew member to any Company vessel or any vessel covered under its manning agreements and the crew member agrees to provide services while onboard any vessel to which he/she may be appointed.

ARTICLE 3

Duration and Termination of Contract of Employment

A. TERMINATION UPON NOTICE

The period of time for which a crew member is employed shall be at the parties' mutual agreement. Notwithstanding any other provision contained herein, this Contract of Employment (hereinafter "Contract") is terminable immediately at the will of either the Company or the employee, with or without cause, upon seven days oral or written notice of termination or resignation. In the event the employee becomes unable or unfit to work in the position for which he/she was hired for any reason, including but not limited to illness, injury or incapacity, this Contract may be terminated and unearned wages, if any are owed, shall not extend beyond the end of the voyage during which the employee signed off duty.

B. TERMINATION WITHOUT NOTICE

The Company has the right to terminate this Contract without notice immediately upon the employee's unscheduled disembarkation from the assigned vessel for any reason, including but not limited to personal leave, illness or injury, for more than 24 continuous hours.

C. TERMINATION UPON DESERTION

Crew member's employment ceases immediately if he/she deserts the vessel, or if before signing on or after signing off, crew member decides to visit and/or reside in any other place prior to reporting to the assigned vessel or returning home as the case may be. If crew member fails to report to the assigned vessel as scheduled in such circumstances, no wages or other benefits shall be due from the Company. If desertion occurs after signing on the vessel, the date of desertion will be taken as the date of cessation of employment. In any such case, the crew member shall indemnify the Company in every respect against loss, damage, expense, fine and death or disability claims or any other claims arising as a result of, relating to or connected with such decision of the crew member.

ARTICLE 4 Wages

A. WAGE DETAILS

It is the intention and strict policy of the Company to pay all crew members for all hours worked. Details of crew position and individual wages, which will have been received by all crew members in advance of reporting for employment or signing onto a vessel, are as set forth in the Acceptance of Employment Terms and Conditions the crew member signs at or before the time of signing the Crew Agreement. Crew members governed by these Terms fall into one of the following two categories for purposes of Guaranteed Consolidated Monthly Wage rate and eligibility (or ineligibility) for excess overtime hours pay: (1) hourly crew members whose compensation for regular and overtime hours is based on a guaranty of pay for three hundred thirty (330) hours per thirty (30) day month ("330 crew members"), and (2) hourly crew members whose compensation for regular and overtime hours is based on a guaranty of pay for three hundred ninety (390) hours per thirty (30) day month ("390 crew members"). Details regarding Guaranteed Consolidated Monthly Wage and overtime hours in excess of those already included in the Guaranteed Consolidated Monthly wage (hereafter "excess overtime hours"), if any, are as set forth in the Crew Agreement, in the Acceptance of Employment Terms and Conditions, and in these Terms, additional copies of which are available on board the vessel upon request.

B. GUARANTEED CONSOLIDATED MONTHLY WAGE

Crew members receive a Guaranteed Consolidated Monthly Wage for each calendar month worked. Except as specified herein, this Guaranteed Consolidated Monthly Wage includes all the compensation crew member will receive from the Company for all regular hours worked including, without limitation, overtime hours and for working on Saturdays, Sundays and public holidays, whether locally, nationally or internationally observed.

The calculation of the Guaranteed Consolidated Monthly Wage is neither increased nor decreased based on the specific itinerary of any vessel or whether it crosses international date lines.

C. EXCESS OVERTIME HOURS

In consideration of the Guaranteed Consolidated Monthly Wage and payment for excess overtime hours worked (if any), as defined in this section, all 330 crew members agree to perform all work assigned to them. For 330 crew members, excess overtime hours are paid in addition to the Guaranteed Consolidated Monthly Wage when the Company's records show that the total hours actually worked during the month exceed eleven (11) hours multiplied by the total days in the month. Thus, for example, all hours worked in a thirty (30) day month in excess of three hundred and thirty (330) hours are compensated at the excess overtime hours' rate. For periods worked of less than one month, excess overtime hours are paid when the Company's records show that the total hours actually worked exceed eleven (11) hours multiplied by the number of days worked. For example, all hours worked in excess of one hundred and ten (110) during a period of ten days onboard during a month would be paid at the excess overtime hours' rate. It is understood and agreed that a 330 crew member is not entitled nor does he/she have any right to work or to be assigned to work excess overtime hours, which are assigned at the discretion of the shipboard management on an "as needed" basis. Therefore, all hours worked for which excess overtime is claimed must be authorized in advance of working such hours.

In consideration of the monthly wage and, where applicable, the opportunity to participate in various pools and bonus programs, all 390 crew members agree to perform all work assigned to them. For 390 crew members, the monthly wage has been calculated and will be paid by the same method as for 330 crew members, except using thirteen (13)-hour days in a thirty (30) day month. The guaranteed pay for these positions therefore already

includes compensation for all hours that could be worked. Accordingly, the Company will not assign, authorize or approve excess overtime to 390 crew members, and every 390 crew member hereby agrees not to work, and therefore not to claim compensation for, any excess overtime hours. No hours shall be authorized or worked by 390 crew members under any circumstances in excess of a total of 390 hours per month, unless and solely to the extent authorized and directed by the Captain in exigent circumstances.

Hours of work and/or rest shall be recorded for each individual. The Company relies upon each crew member to accurately report and verify in writing all hours worked and/or rested on a daily basis and crew member agrees to be responsible for ensuring the accuracy of any time records he/she signs. The crew member's written verification of his/her hours during or at the end of each month shall be deemed an admission by crew member of the accuracy of the hours recorded and a waiver of any right to claim compensation for unpaid hours at a later time.

D. PAYMENT OF WAGES

Unless otherwise specified, wages accrue from and including the day the crew member signs the Crew Agreement onboard, up to and including the day when the crew member signs off the vessel. Wages are paid monthly in arrears according to the Company's records. Compensation for periods of less than one month is pro-rated on the basis of one/thirtieth for each day worked. The monthly wage paid to each crew member shall be in accordance with the wages in effect at the time and as set out in each individual crew member's letter of appointment and/or Acceptance of Employment Terms and Conditions setting forth such wages as applicable.

E. DISCRETIONARY HOTEL & DINING CHARGE POOL

Other than as specified in these Terms or the Acceptance of Employment Terms and Conditions, the Company makes no promise, guarantee or commitment, and crew member agrees he/she does not expect or anticipate payment by the Company of any compensation beyond the Minimum Wage Guarantee.

It has been the Company's experience that passengers often wish to recognize and reward shipboard staff for working successfully and as a cohesive team to make the cruise experience enjoyable. Accordingly, during each voyage of each vessel a voluntary contribution by each passenger will be suggested for that purpose. Passengers are not obligated to make a contribution or to adhere to the Company's suggested guidelines for such a contribution. Nonetheless, to the extent passengers follow the suggested contribution guidelines in whole or in part, or deliver their contribution to the Company or directly to any crew member(s), each and every crew member agrees that any such contribution is not his personal wage, but rather a contribution to the Discretionary Hotel and Dining Charge Pool (the "Pool"). Each and every crew member also agrees to deliver any such voluntary passenger contribution he or she receives from any passenger under any circumstances to the Pool immediately upon receipt of the contribution from the passenger. Other than as stated below, the Company is in no way liable to make up any difference between the total of the suggested contributions to the Pool and the actual contributions for any given vessel voyage. The solicitation of compensation of any kind by crew members from passengers is strictly prohibited.

A separate Pool of passenger contributions will be collected and maintained by the Company for each voyage of each vessel for the benefit of crew members eligible to receive distributions from the Pool, i.e. those working on the vessel voyage associated with a particular Pool in positions so specified in each crew member's Acceptance of Employment Terms & Conditions. Employees who might be eligible to participate in the

Pool include all persons working in any capacity in the Hotel and Food and Beverage Departments. Each crew member agrees that the Company reserves and has the exclusive right to determine, in its sole discretion, the eligibility and number of total crew members entitled to share in the Pool and the proportionate share applicable to each position.

Since passenger participation in the Pool for any given vessel voyage is strictly voluntary, the Company cannot predict and does not guarantee the size of the Pool or the amount of money any eligible crew member may receive from the Pool for that given voyage. Some crew members do not receive a fluctuating share of the vessel voyage Pool, although these crew members do receive a minimum wage guarantee. All crewmembers understand and agree that such crew members who are not eligible to receive a fluctuating share of the vessel voyage Pool will nonetheless receive some of their guaranteed monthly compensation from that Pool on a fixed basis, before the fluctuating share of eligible crew members is calculated from the remaining balance of the Pool. Each crew member understands and agrees that the amount which will be distributed to crew members participating in the Pool on a fixed basis is within the sole discretion of the Company, and may change from time to time. Each crew member understands and agrees that the funds in the Pool allocated on a fixed basis to crew members not eligible to participate in the Pool on a fluctuating basis are not and shall not be deemed wages of the remaining crewmembers in the Pool under any circumstances.

A crew member who otherwise may be eligible to participate on a fluctuating basis in a given Pool will not be entitled to Pool participation in the event that the crew member departs the vessel before the end of the voyage which creates the Pool, either for personal convenience or because the crew member is in violation of the terms of the Contract of Employment.

F. WAGE GRIEVANCE PROCEDURE

No claim for wages or employee compensation of any kind against the Company may be pursued unless crew member first provides written notice pursuant to the following grievance procedure by certified mail to the Company, addressed in care of Fleet Personnel Department, Princess Cruise Lines Ltd., Par La Ville Place, 14 Par La Ville Road, Hamilton, Bermuda HM JX. Crew member hereby agrees to provide such written notice of any claim or dispute including, without limitation, a dispute as to the record of hours worked or rested, or the amount of wages or other employee compensation paid, within one hundred eighty (180) days after the date on which crew member receives his or her wages or other employee compensation that are in dispute. Crew member hereby acknowledges that he/she has access to his/her timekeeping records and that such may be obtained by request to his/her supervisor, Head of Department, or via written request to the Princess Cruise Lines office address described above. The crew member's claim must specify the exact amount of wages or other employee compensation claimed to be owed, the specified period for which said amounts are claimed to be owed, the date on which the crew member alleges that the Company was required to pay the wages or other employee compensation, and the basis for the claim. Crew member further agrees that his/her acceptance of wages and a pay stub or wage statement for a specified pay period is notice that Company contends it has paid the crew member all wages or other compensation due.

Timely and properly submitted claims will be adjudicated by the Company's Vice President of Fleet Personnel who shall consider, in addition to the crew member's claim, all available and relevant data. A written determination ("Determination") of the crew member's claim will be issued within 30 days of the date the claim is received by the Company. The Determination will specify the reasons for all findings made. If the crew member does not dispute the

Determination reached in this grievance process within thirty (30) days of the date of issuance of the Determination, then the Determination shall be final and binding on the crew member. If the crew member desires to dispute the Company's Determination, then the crew member agrees that he/she must pursue his/her claim through arbitration, said arbitration to be formally initiated within 45 days of the date of issuance of the Determination. The procedures for such arbitration shall be fully described in the Determination.

ARTICLE 5

Service in Case of Emergency; Safety and Security of the Vessel

All crew members agree to work any hours necessary in case of emergency directly affecting the immediate safety or security of the vessel, passengers and crew, of which the Captain shall be the sole judge, or for safety or onboard drills and courses, or to perform work required to give assistance to other vessels or persons in immediate peril. All crew members are required to wear the safety clothing/equipment supplied by the Company and/or the vessel as instructed. When so required by the Company, crew members will undertake training and take any necessary examinations to obtain required certificates and undertake any other training for safety or job-related qualifications which may be required by the Company. All crew members are required to attend safety and emergency drills, train in the use of firefighting and lifesaving equipment and evacuation procedures, etc., at intervals to be determined by the Captain of the vessel on which the crew member is serving in accordance with statutory requirements.

ARTICLE 6

Travel and Repatriation Expenses

Except as set forth herein, or as otherwise agreed, transportation expenses incurred in traveling from the airport of departure designated by the Company to join the vessel, and traveling expenses for repatriation to the airport designated by the Company at the end of the crew member's employment, are met by the Company.

At any time, if crew member is disembarked for disciplinary reasons, or requests own will disembarkation prior to completion of the term of the Contract, the crew member agrees to be responsible for his/her own repatriation costs and acknowledges that he/she may be precluded from future employment with the Company.

For crew members sailing on their first Contract of Employment with the Company, the initial 60 days on board shall be considered as a probationary period for purposes of repatriation expense payment or reimbursement. During the probationary period, if the Company terminates the crew member's employment other than for disciplinary reasons or violation of Company policy, the Company will pay the crew member's repatriation expenses and wages until the date of signing off. Prior to the end of the probationary period, if the new crew member terminates his/her employment other than for proven medical necessity, the crew member agrees to be responsible for paying his/her own repatriation expenses.

The Company will pay repatriation expenses (1) if the crew member's Contract of Employment expires while he/she is aboard, (2) if the Company terminates a crew member's Contract of Employment on proven necessary medical grounds, (3) if the Company or crew member terminates the Contract of Employment because of the loss, withdrawal, laying up or sale of a vessel, or because the vessel is headed to a bona fide war zone, or in accordance with a collective bargaining agreement. Repatriation shall take place in such a manner as prescribed by the Company in its sole discretion, except that in the case of medical necessity described above, it shall meet all reasonably necessary medical requirements. In the event repatriation is at the Company's expense, the Company shall be liable for the cost of maintaining the crew member ashore until repatriation takes place.

The Company recognizes that from time to time crew members may request leave on compassionate grounds and in genuine cases under certain circumstances the Company will be responsible for covering the cost of travel associated with repatriation to be with relatives. When, during the course of a voyage, the lawful spouse, child or parent of a crew member is dangerously ill or has died, every reasonable effort will be made by the Company to repatriate the crew member concerned as quickly as possible. Crew member agrees that, at the time of signing off on compassionate grounds, the crew member will be responsible for the return airfare expense unless the crew member provides to the Company satisfactory medical certificates issued by a registered medical practitioner attesting to the illness or death of that applicable relative mentioned in this paragraph.

ARTICLE 7

Health Requirements

Before commencing employment on a Company vessel, crew member agrees to accurately and fully complete a Company medical fitness questionnaire and submit to and pass a physical examination in accordance with the Company medical standards by a medical doctor acceptable to the Company, as evidenced by a medical fitness certificate valid for the duration of the crew member's employment. Crew members must be prepared to be vaccinated or take any other health precautions as may be required by the Company or the health authorities of the countries visited by the vessel. In accepting the Contract of Employment, crew member acknowledges and understands that the Company generally does not provide medical care, reimbursement or any related benefits for (a) preexisting conditions, including those that manifested prior to signing the Contract of Employment; (b) medical care for incurable conditions; (c) maintenance medications or monitoring for chronic conditions; (d) conditions caused by the crew member's willful misconduct; (e) conditions that were not disclosed or were concealed or misrepresented to the Company; or (f) conditions arising after the employee is signed off the vessel.

ARTICLE 8

Health, Accident and Death Benefits

The provisions of this Article apply except to the extent modified by any applicable collective bargaining agreement or government-mandated contract governing the crew member's employment. A crew member who is disembarked for medical reasons which manifest while in the service of the vessel shall (except as set forth in Article 7) be entitled to curative medical attention (including hospitalization) at the Company's expense. The Company will defray the expense of such medical care until the sick or injured crew member has reached maximum medical improvement. Further, in the case of disembarkation for medical reasons as described above, the crew member will receive such further benefits, if any, as described in his or her government-mandated contract or collective bargaining agreement, but not to result in a duplicate recovery. In the absence of such contract or agreement, a crew member disembarked for medical reasons as described above will receive a daily allowance in an amount to be determined by the Company until the crew member reaches maximum medical improvement, provided that valid medical certificates of continuing curative treatment from a doctor acceptable to the Company are submitted. All medical attention provided at the Company's expense and the allowance for food and lodging shall be subject to the following conditions: a) the crew member shall comply with all instructions of the Company, its representatives or the manning agent at the port where he/she is landed subject to medical approval; and b) the crew member shall report upon arrival at his/her home to the Company, its representatives or the manning agent as soon as possible. Crew member authorizes any insurance company, organization, employer, hospital, physician, surgeon, pharmacy or other health care provider to release to the Company any information requested by the Company's representatives or those acting on the Company's behalf.

Except as otherwise provided in any applicable collective bargaining agreement or government-mandated contract governing the crew member's employment, if a crew member dies as a result of an accident during the period of employment during which these Terms are applicable under Article 1 (but excluding death occurring, in whole or part, from the crew member's negligence, willful misconduct, suicide or presumed suicide, natural causes, disobedience of orders or instructions from superior officers or management, or any breach of the Code of Conduct), the sum of US \$50,000 is payable to the next-of-kin registered with the Company and US \$7,000 to each natural or legally adopted child of the crew member who is under the age of 21 at the time of the crew member's death, subject to a maximum of 4 children. In the event the deceased crew member leaves more than four (4) children who otherwise qualify for a \$7,000 payment, then each such child will receive from the Company a quotient equal to \$28,000 divided by the total number of such children. Accidents occurring during non-Company assigned activities off the vessel are also excluded from compensation.

Except as otherwise provided in any applicable collective bargaining agreement or government-mandated contract governing the crew member's employment, a crew member who suffers injury as a result of an accident during the period of employment under these Terms as set forth in Article 1 (but excluding injury occurring, in whole or part, from the crew member's negligence, willful misconduct, attempted suicide, natural causes, disobedience of orders or instructions from superior officers or management, or any breach of the Code of Conduct) and whose ability to work is permanently reduced as a result thereof, shall be eligible for compensation for permanent disability. Accidents or events occurring during non-Company assigned activities off the vessel are also excluded from compensation. The degree of permanent disability that the Company may be responsible to pay shall be determined, once a written claim is submitted by the crew member no later than 90 days after such accidental injury, by a doctor appointed by the Company. If a doctor appointed by the crew member disagrees with the assessment, a third doctor may be agreed jointly between the Company and the crew member, or by the two appointed doctors if the Company and crew member cannot agree. The third doctor's decision shall be final and binding on both the Company and the crew member. Based upon the degree of permanent disability, compensation will be paid by the Company to the crew member, in exchange for the crew member's signing a full release of the Company and its vessels from all claims whatsoever arising from or related to the injury, corresponding to the degree of permanent disability as set out in the table below:

Percent Degree of Permanent Disability (%)	US Dollar Payment To Crew Member
100	50,000
75	37,500
60	30,000
50	25,000
40	20,000
30	15,000
20	10,000
10	5,000
5	2,500
3	1,500

Compensation for disabilities based on percentages assessed between the above categories, including less than 3% disability, shall be the product of the percent of disability times US Dollars 50,000.

ARTICLE 9

Discipline, Complaints, Duties and Code of Conduct

The Code of Conduct stipulates the circumstances under which crew members may be disciplined and crew members are advised to familiarize themselves with this Code. (Annexes I-IV). Each crew member must conform to the Code of Conduct (Annex I), Complaints Procedure (Annex II), Dress Code (Annex III) and the Harassment and Retaliation Policy (Annex IV) ("the Codes") together with Captain's Standing Orders, which are posted on board each vessel. In addition, each crew member shall perform all orders and assignments as delegated by the Captain and/or authorized Officers or Supervisors relating to the crew member's normal duties and/or any other duties including, but not limited to, the safety and security of the vessel and/or those onboard. Every crew member shall at all times cooperate fully in all investigations of any nature undertaken or requested by the Company, the ship, or its or their owners, operators, officers or employees, or any governmental authorities, including providing any requested witness statements or interviews. Crew members committing criminal acts will be subject to criminal prosecution in any appropriate jurisdiction.

Time off is granted at the discretion of the crew member's Supervisor giving consideration to passenger service, operational and safety and security requirements and relevant ILO and STCW Conventions.

ARTICLE 10

Illegal Drugs and Alcohol

Crew members are advised and acknowledge that they are aware that the Company has zero tolerance to illegal drug use and strict rules regarding alcohol consumption. Each crew member is charged with the knowledge that excessive use of alcohol or the use of illegal drugs may kill them. Each crew member is charged with the knowledge that the trafficking in, or the possession of or sale of illegal drugs is a criminal offense and will result in criminal prosecution in the applicable jurisdiction. Conviction results in lengthy prison sentences or in some jurisdictions – the penalty is death.

Pursuant to the Company's policy against drug and alcohol abuse, and as a condition of crew member's continued employment, Captains, Officers and those acting on their instruction have the right to enter a crew member's accommodation to search for any stolen, contraband, controlled or prohibited items if in their sole opinion they suspect the presence of such items in the accommodation or where the safety of the vessel and/or those onboard is in jeopardy. Moreover, it is the policy of the Company to comply with all requests from government or quasi-governmental officials, for example the US and foreign Customs agencies and the relevant Drug Enforcement Agency, to search crew and passenger cabins. As a further condition of crew member's continued employment, Captains, Officers and those acting on their instruction also have the right to arrange for crew members to be tested either randomly or otherwise for possession or use of illegal drugs in compliance with the Company's drug policy. In addition, Captains, Officers and those acting on their instruction have the right to test for suspected violation of the alcohol rules and to test all crew on duty in the event of a breach or suspected breach of the Code Of Conduct or a marine accident or incident. Failure to comply with a request for such tests or the failure of such a test may lead to termination of the Contract of Employment.

ARTICLE 11

Uniforms

Uniforms shall be worn in accordance with rank and subject always to the Company rules (see Annex III).

ARTICLE 12

Crew's Effects: Loss or Damage

Crew members are encouraged to procure personal effects insurance adequate for their needs for situations not covered by the following provision.

When crew members to whom this Agreement applies suffer total or partial loss, or damage to their personal effects, as a result of the wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding or collision, they shall be entitled to recover from the Company compensation for actual loss up to a maximum of US \$3,000 per crew member. Crew members shall certify that any information provided with regard to lost property is true to the best of their knowledge. Providing untruthful information shall result in a denial of all claims and termination of the Contract of Employment. Subject always to the Company's right to contest the validity and amount of any crew member claim, payment of compensation for loss of effects is conditional upon the submission of a written declaration by the affected crew member which shall list any effects lost and attribute a reasonable value to the effects lost. Such declaration shall be certified true to the crew member's best knowledge and signed by the Captain. The definition of effects includes clothes, documents, navigation and other technical instruments and tools necessary to the trade of the crew member, but does not include negotiables, cash or jewelry.

ARTICLE 13

Confidential and Proprietary Information

Crew member acknowledges that in the course of his/her job duties, crew member may become privy to information of a confidential and proprietary nature including, but not limited to trade secrets, policies, practices or procedures which are enacted by the Company, the assigned vessel and/or related companies and which are therefore the confidential property of said parties. Crew member hereby agrees not to directly or indirectly use or disclose any information that he/she acquires during crew member's employment to or for the use or benefit of any outside person or entity including, but not limited to the Company's competitors, vendors, or any former crew members, employees, officers or staff. Crew member acknowledges that this confidentiality agreement can be enforced by any legal means including, but not limited to injunctive relief. Crew member understands that this confidentiality agreement, his/her obligations hereunder and the Company's rights and remedies, will continue to apply even if the crew member leaves the Company's employment. Acceptance of employment with the Company amounts to both implied and explicit agreement to be bound by the terms of the Company's confidentiality policy.

ARTICLE 14

Governing Law, Arbitration, Venue and Examinations

UNLESS AND TO THE EXTENT GOVERNED BY ANOTHER APPLICABLE SUPERCEDING AGREEMENT, ANY DISPUTES WHATSOEVER RELATING TO OR IN ANY WAY ARISING OUT OF THIS AGREEMENT OR ANY CREW MEMBER'S SERVICE ON BOARD A VESSEL, INCLUDING BUT NOT LIMITED TO WAGE DISPUTES, PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CLAIM, SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS SPECIFIED IN THE APPLICABLE SEAMAN'S COLLECTIVE BARGAINING AGREEMENT ("CBA"), IF ANY, OR GOVERNMENT-MANDATED CONTRACT. THE COMPANY AND THE CREW MEMBER HEREBY FURTHER AGREE, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS, ASSIGNS, HEIRS, DEPENDENTS OR REPRESENTATIVES, THAT ANY AND ALL DISPUTES WHATSOEVER SHALL BE ARBITRATED EXCLUSIVELY ACCORDING TO THE TERMS SPECIFIED IN ANY APPLICABLE CBA OR GOVERNMENT-MANDATED CONTRACT, WHICH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE. IN THE ABSENCE OF ANY SUCH CBA OR GOVERNMENT-MANDATED CONTRACT SPECIFICATION, THESE TERMS AND ANY SUCH

DISPUTES ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR CREW MEMBER'S SERVICE SHALL BE GOVERNED EXCLUSIVELY IN ALL RESPECTS BY THE LAWS OF BERMUDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT IS MADE PURSUANT TO A LEGAL RELATIONSHIP INVOLVING INTERNATIONAL COMMERCE BETWEEN FOREIGN PARTIES, AND SHALL BE GOVERNED ACCORDINGLY, TO THE EXCLUSION OF ANY LOCAL LAW CONTRARY TO THE CONTRACTUAL CHOICE OF LAW PROVISIONS HEREIN. THE COMPANY AND CREW MEMBER ALSO ACKNOWLEDGE THAT THEY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

IN THE ABSENCE OF A CBA OR GOVERNMENT-MANDATED CONTRACT SPECIFICATION, THE COMPANY AND CREW MEMBER AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER (WHETHER IN CONTRACT, REGULATORY, TORT OR OTHERWISE AND WHETHER PRE-EXISTING, PRESENT OR FUTURE AND INCLUDING CONSTITUTIONAL, STATUTORY, COMMON LAW, ADMIRALTY, INTENTIONAL TORT AND EQUITABLE CLAIMS) RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CREW AGREEMENT, THESE TERMS, OR SERVICES PERFORMED FOR THE COMPANY, INCLUDING BUT NOT LIMITED TO WAGE AND BENEFIT MATTERS, EMPLOYMENT APPLICATIONS, WRONGFUL TERMINATION OR DISCRIMINATION CLAIMS, PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CLAIM, NO MATTER HOW DESCRIBED, PLEADED OR STYLED [COLLECTIVELY "DISPUTES"], BETWEEN THE CREW MEMBER AND THE COMPANY OR OTHERS, INCLUDING AGAINST THE MASTER, SHIPOWNER, VESSEL, VESSEL OPERATOR, CHARTERER, OR ANY OTHER THIRD PARTY, INCLUDING ALSO, BUT NOT LIMITED TO, PRINCESS CRUISES, P&O CRUISES AUSTRALIA, AND CUNARD LINE, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, ("THE CONVENTION") IN BERMUDA, TO THE EXCLUSION OF ANY OTHER FORA, IN ACCORDANCE WITH THE ARBITRATION ACT 1986 OF BERMUDA, ALL OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE INTO THIS PROVISION. SUBJECT TO THE OVERRIDING OBLIGATION TO ARBITRATE, AND AS FURTHER PROVIDED HEREIN, THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BERMUDA COURTS. AN AWARD RENDERED BY AN ARBITRATOR, REGARDLESS OF THE PLACE OF THE ARBITRATION, MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION.

THE COMPANY AND CREW MEMBER FURTHER AGREE THAT THIS CONTRACT OF EMPLOYMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION ON CREW MEMBER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, CREW MEMBER AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST COMPANY WHATSOEVER SHALL BE LITIGATED BY CREW MEMBER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND CREW MEMBER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING HIM/HER TO PARTICIPATE IN A CLASS ACTION. NO ARBITRATOR SHALL HAVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. CREW MEMBER AGREES THAT THIS PROVISION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. CREW MEMBER ALSO AGREES TO BE EXAMINED, AT THE COMPANY'S EXPENSE, BY DOCTORS DESIGNATED BY THE COMPANY IN SPECIALTIES RELEVANT TO

ANY MEDICAL CLAIM CREW MEMBER MAKES AND TO SUBMIT TO AN EXAMINATION UNDER OATH, INCLUDING PRODUCING ALL RELEVANT DOCUMENTS REQUESTED BY THE COMPANY BEFORE SUCH EXAMINATION. FURTHER, THE PARTIES AGREE TO PERMIT THE INTRODUCTION OF EXAMINATIONS UNDER OATH OF WITNESSES AT THE ARBITRATION IF BOTH PARTIES HAVE BEEN AFFORDED AN OPPORTUNITY TO PARTICIPATE IN THE EXAMINATION.

ARTICLE 15
Integration of Terms

Except as otherwise provided in any applicable collective bargaining agreement or government-mandated contract governing the crew member's employment, these Terms and incorporated documents, along with the Crew Agreement and Acceptance of Employment Terms and Conditions constitute the sole and entire employment agreement of the parties. There are no prior or present agreements, representations or understandings, oral or written, which are binding upon either the Company or the crew member, unless expressly included in these Terms or the Crew Agreement. No modification or change of these Terms shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In no event shall these Terms be interpreted as creating anything other than an employment relationship that is terminable at will by either the Company or crew member.

The conditions of these Terms are severable. If any clause of these Terms is determined to be void or otherwise unenforceable by any court or tribunal of competent jurisdiction, then the remainder of the Terms shall stand in full force and effect.

ARTICLE 16
Acceptance of Terms

By signing the Acceptance of Employment Terms and Conditions, the crew member acknowledges that he/she has read, understands and accepts the Terms and Conditions of Employment as contained and incorporated herein. It is agreed by and between crew member and the Company that the parties entered freely into the Contract of Employment. The crew member acknowledges his/her separate and independent duty to abide by all other oral and written rules, regulations and standards of the Company and/or the vessel's operator and/or the vessel's command.

Crew member shall not rely upon any statements or representations, whether oral or written, contrary to these Terms concerning wages, overtime and other terms and conditions of service, nor shall crew member rely upon any representations, whether oral or written, contrary to these Terms.

ANNEX I

THE COMPANY CODE OF CONDUCT

A. INTRODUCTION

Since seafaring is an occupation that requires seafarers to spend their working and leisure hours in the confined environment of the ship and in company with the same individuals, the need for appropriate discipline and behavior assumes a particular importance. The most effective form of discipline is self-discipline, which in turn springs from a responsible attitude to the job together with a concern for the efficient operation of the ship and for the comfort and convenience of colleagues.

Failures of self-discipline that occur will be dealt with in accordance with the following Code of Conduct containing the basic rules of reasonable behavior expected from all staff. However, disciplinary procedures should not be viewed primarily as a means of imposing sanctions. They are also designed to emphasize and encourage improvements in individual conduct.

In any emergency or other situation in which the safety of the ship or of any person on board is at stake, the Captain, Officers, Petty Officers and Supervisors are entitled to look for immediate unquestioning obedience of orders. There can be no exception to this rule. Failure to comply will be treated as among the most serious breaches of this Code and will be liable to lead to the offender's immediate discharge from the ship. It may also warrant prosecution.

Emergencies are fortunately rare and this document is primarily concerned with the day-to-day situation on board. It should be borne in mind, however, that certain acts of misconduct (e.g. absence from place of duty or intoxication) could have a very serious effect on the safety of the vessel.

This Code of Conduct incorporates the UK Code of Conduct for the Merchant Navy.

B. OVERVIEW

1. The Disciplinary Rules and Procedure apply to all ship-based employees of the Company.
2. The Disciplinary Procedure covers cases where the employee's conduct is in breach of the Company's Disciplinary Rules (see section C below), including any breach of Company Rules, practices, policies and regulations. The Disciplinary Rules set out at section C below are indicative of the sort of matters which will constitute disciplinary offenses. Matters which will be appropriate for disciplinary proceedings whilst in employment will reflect the nature and exigencies of the service.
3. It is necessary to have a procedure for dealing with breaches of discipline, which is supported by appropriate sanctions. These may range, according to the seriousness of the breach, from informal warnings for the most minor breaches, through various grades of formal warnings, to discharge from the ship and ultimately, dismissal from employment. These measures do not have to be invoked sequentially.
4. Disciplinary action may be taken in respect of any conduct which is relevant and/or reflects on service with the Company and/or employment obligations, whether on or off a ship and whether or not an individual is signed on or off a Crew Agreement.

In circumstances where an individual fails to meet performance standards, action may be taken under the Performance Improvement Policy.

5. Seafarers are subject to the law of the vessel's flag and/or the law of the territory where the ship is at the time of any incident. For certain offenses e.g. conduct prejudicial to the safety of the ship or those on board, there may be a liability to prosecution in the courts of the vessel's flag and/or the law of the territory.

C. DISCIPLINARY RULES

General Conduct

6. You will comply with all applicable Instructions, Procedures, Fleet Regulations, Standing Orders, Shore Management Directives and other publications, as are issued from time to time, detailing duties and/or obligations. You will also comply with all relevant external rules and regulations including, but not limited to, Customs Rules, Port Authority, Bye-laws and Immigration Regulations. Copies of all applicable Instructions, Procedures, Fleet Regulations, Standing Orders and Shore Management Directives, as issued from time to time, are held on board ship and can be inspected upon request to the appropriate Head of Department.
7. You should also ensure the highest standards are maintained with regard to the following:
- (a) Service to Passengers: The livelihood of all crew aboard a passenger ship is to a great extent dependent upon the quality of the service provided for passengers. It is of the utmost importance that all on board who are engaged in the provision of the service conduct themselves in a polite, cheerful and helpful manner. Behavior must be such that it does not invite justifiable adverse criticism from passengers.
 - (b) Appearance, personal cleanliness and hygiene: the Company's requirements must be met as regards the maintenance of each employee's personal appearance, general cleanliness and personal hygiene.
8. If an occasion arises when you feel unable to meet the expected performance standards, please go to your Supervisor or Head of Department and explain your problem. Remember they want to help and do not want to use the disciplinary procedure if at all possible.

Gross Misconduct

9. These are acts of misconduct for which discharge from the ship will be considered appropriate (aside from any legal action which may be called for). The list is not exhaustive but indicates the matters which will be appropriate to be addressed under the Disciplinary Procedure.

Misconduct

10. Misconduct covers a range of lesser offenses, which do not normally constitute grounds for discharge on the first occasion. However, should they occur more than once, or should you, at the time of the alleged commission of the offense be subject to an informal or formal warning or written reprimand (for whatever reason), or should the alleged misconduct arise in conjunction with other offenses, this could result in the matter being dealt with as Gross Misconduct. The list below is not exhaustive but indicates the matters that will be appropriate to be addressed under the Disciplinary Procedure.

INTERACTION WITH OTHERS (IWO)

Gross Misconduct:

- IWO 1-01 Assault;
- IWO 1-02 Threatening Behavior;
- IWO 1-03 Intimidation, bullying, coercion and/or interference with the work of other employees;
- IWO 1-04 Conduct of a sexual nature or other conduct based on sex affecting the dignity of women and men at work, which is unwanted, unreasonable and offensive to the recipient;
- IWO 1-05 Discrimination, offensive Behavior or victimization towards any person on the grounds of age, gender, color, race, national origin, ancestry, marital status, religion or belief or sexual orientation;
- IWO 1-06 Behavior which seriously detracts from the social well being of any other person on board;
- IWO 1-07 Participating/assisting in any unauthorized gambling
- IWO 1-08 Any involvement in activities where money is exchanged for personal gain and/or money brokering;
- IWO 1-09 Demanding and/or receiving any commission or other favor or benefit from any passenger or customer or supplier (excluding only unsolicited gratuities at a reasonable and appropriate level given by passengers for service provided) including soliciting gratuities or requesting passengers to write to the company in praise of the individual's performance;
- IWO 1-10 Initiating, attempting to initiate, or engaging in intimate relations with a passenger.

Misconduct:

- IWO 2-01 Offensive or disorderly behavior;

PERFORMANCE RELATED ISSUES (PRI)

Gross Misconduct:

- PRI 1-01 Persistent or willful failure to perform duty;
- PRI 1-02 Serious negligence in the performance of duty;
- PRI 1-03 Serious neglect of courteous service or Behavior towards ship's passengers or other guests;
- PRI 1-04 Absence without leave at the time of sailing;

Misconduct:

- PRI 2-01 Minor acts of negligence, including neglect of duty and disobedience;
- PRI 2-02 Unsatisfactory work performance;
- PRI 2-03 Poor time keeping, failure to report to work without satisfactory reason, stopping work before the authorized time and/or returning on board after shore leave has expired;
- PRI 2-04 Failure to maintain the required standards of uniform or appearance;

TREATMENT OF THE SHIP OR OTHER PROPERTY (TSP)

Gross Misconduct:

- TSP 1-01 Willful damage and/or wastage to the ship or any Company property;
- TSP 1-02 Theft (including attempted theft) or possession of stolen property;

Misconduct:

- TSP 2-01 Failure to maintain living accommodation to an acceptable standard;
TSP 2-02 Misuse of Company Computers and/or breach of Company Computer Security Policies.

HEALTH, SAFETY AND SECURITY (HSS)**Gross Misconduct:**

- HSS 1-01 Incapacity through the influence of alcohol to carry out duty to the prejudice of the safety of the ship or of any person on board or any other breach of the Company's policy on alcohol;
HSS 1-02 Incapacity through the influence of drugs to carry out duty to the prejudice of the safety of the ship or of any person on board or any other breach of the Company's policy on drugs;
HSS 1-03 Failure to pass or to comply with a request for an alcohol or drug test;
HSS 1-04 Unlawful or willful possession or distribution of drugs;
HSS 1-05 Possession of an offensive weapon;
HSS 1-06 Behavior, which seriously detracts from the safe and/or efficient working of the ship;
HSS 1-07 Conduct which could endanger the ship or persons or cargo on board;
HSS 1-08 Disobedience of orders relating to the safety or security of the ship or cargo or any person on board;
HSS 1-09 To be asleep on duty or fail to remain on duty if such conduct would prejudice the safety or the security of the ship or cargo or any person on board;
HSS 1-10 To smoke, use a naked light or an unapproved electric torch in any part of a ship carrying dangerous goods or stores where smoking or the use of naked lights or unapproved torches is prohibited;
HSS 1-11 Failure to observe proper safety procedures when and/or where required to do so, including the contravention of Watertight Door procedures;
HSS 1-12 Persistent and or/willful failure or refusal to wear and/or use safety equipment and/or clothing and/or observe proper safety procedures when and/or where required to do so;
HSS 1-13 Causing or permitting unauthorized persons to be on board the ship;
HSS 1-14 Deliberate misuse of security or landing passes or Company identity cards, and/or deliberate avoidance of security procedures;
HSS 1-15 Impeding or conspiring with others to impede the progress of the voyage or navigation of the ship;
HSS 1-16 Failure to adhere to the instructions of the Medical Department in relation to the treatment or management of any infectious/contagious illnesses, or submit to vaccination or treatment as required for public health;
HSS 1-17 Failure to comply with the Company Food Safety Policy or Public Health Policy.

Misconduct:

- HSS 2-01 Losing or failing to display or present on demand a security or landing pass;
HSS 2-02 Losing or failing to display or present on demand a Company identity card;
HSS 2-03 Failure to maintain the required standards of personal cleanliness or hygiene;
HSS 2-04 The unauthorized consumption of food, or the purchasing/taking of food from the galley or food service area, with the intention of consuming within cabins or other unauthorized areas;
HSS 2-05 Unauthorized cooking in any place onboard;
HSS 2-06 Failure to join a vessel with original documents of Certification without prior authorization from Fleet Personnel
HSS 2-07 Smoking in an unauthorized area

OTHER BREACHES (OBR)

Gross Misconduct:

- OBR 1-01 A breach of a lesser degree covered under Misconduct after a formal warning or reprimand has been given;
- OBR 1-02 Breach of Customs, Immigration, Agriculture or Quarantine regulations;
- OBR 1-03 Breach of the Company Environmental Policy or Procedures, and any related legislation;
- OBR 1-04 Unauthorized dumping of garbage and/or the disposal of any material whatsoever over the side of the ship;
- OBR 1-05 Contravention of procedures designed to avoid polluting the environment;
- OBR 1-06 Making or distributing false or malicious statements or disclosing confidential information to employees or passengers;
- OBR 1-07 Giving interviews/passing comments to the press/media without the Master's permission;
- OBR 1-08 Any breach of or abuse of the Company's Policies and/or Procedures, as amended from time to time.
- OBR 1-09 Unauthorized presence in passenger areas, and/or the unauthorized accompaniment and/or invitation of passengers into crew areas;
- OBR 1-10 Bringing or having on board any birds, pets or livestock of any kind;
- OBR 1-11 Supplying false or misleading information when applying for employment and/or at any time during employment;
- OBR 1-12 Altering or falsifying and/or causing any other person to alter or falsify employment time records;
- OBR 1-13 A breach of the Carnival Corporation & PLC Code of Business Conduct and Ethics.

Misconduct:

- OBR 2-01 Offenses of Gross Misconduct that are not considered to justify discharge in the particular circumstances of the case (specific reference should be made to an offense which is not considered to justify discharge in the particular circumstances of the case);
- OBR 2-02 Persistent or willful failure to settle any shipboard personal account, or presenting any personal check(s) on board, without first ensuring sufficient funds are available in their personal account to cover their withdrawal;
- OBR 2-03 Failure to conform to the ship's rules concerning the bringing of alcohol on board;
- OBR 2-04 Minor breaches of Captain's Standing Orders.

General

11. This Code of Conduct is not contractual. The Company reserves the right to amend this Code of Conduct in its absolute discretion from time to time.

D. DISCIPLINARY PROCEDURE

Scope

12. The Disciplinary Procedure is discretionary and does not form part of your Terms and Conditions of Employment.
13. The Company reserves the right not to apply the Disciplinary Procedure in particular circumstances. For example, the Disciplinary Procedure may not normally apply to:
 - (a) an employee serving his/her probationary period of employment; or
 - (b) a fixed term worker on a short duration engagement.

However, the Company reserves the right to use its discretion in applying the procedure in each individual circumstance.

Suspension

14. The Company reserves the right to remove you from duty at any stage of the Disciplinary Procedure subject to your Terms and Conditions of Employment.

Head of Department's Disciplinary Hearing

15. Where a matter is referred to the relevant 3 stripe officer or Head of Department, he/she will inform you of the alleged breach, in writing, setting out the alleged conduct which leads to the taking of disciplinary action and invite you to attend a hearing at a designated time and place. You have the right to be accompanied at this hearing in accordance with paragraph 26 below.
16. Alternatively, the relevant 3 stripe officer or Head of Department may refer the case to the Master.

Master's Disciplinary Hearing

17. Where the allegation is of gross misconduct or is otherwise considered to be particularly serious, the case will normally be referred to the Master.
18. Where a matter is referred to the Master, you will be informed of the alleged breach, in writing, setting out the alleged conduct which leads to the taking of disciplinary action and invited to attend a hearing at a designated time and place. You have the right to be accompanied at this hearing in accordance with paragraph 26 below.
19. Provided it is reasonable in all the circumstances, you will be permitted to call witnesses to give evidence and to question any witnesses called by the Company.
20. Without prejudice to the above, the Master will adopt the procedure considered appropriate to the case.
21. If the Master concludes that there was misconduct, the penalty imposed will be as is considered reasonable in all the circumstances, taking into account your disciplinary record and any other relevant factors. The Master may decide to:
 - (a) give you an informal warning;
 - (b) give you a formal warning;
 - (c) discharge you from the ship.

These measures do not have to be invoked sequentially. The measure which is imposed is at the discretion of the Master and will reflect the severity of the offense and all other relevant circumstances.

22. You will be given a copy of all entries made in the Official Log Book relating to your misconduct. You will acknowledge receipt of the same.

23. Where practicable, all proceedings will be conducted by the Master and a conclusion reached. However, where this is impracticable, the proceedings may be referred to shore Management at the Master's discretion.

Discharge from Ship

24. If you are discharged from the ship, then your rights and any formalities which may then take place concerning your future employment will be as detailed in the shoreside procedures document applicable to your employment.

Misconduct Ashore

25. If a breach of discipline is committed off the ship and is not specifically referable to shipboard service but nevertheless merits disciplinary action, you will still be subject to the Terms and Conditions of your employment and the Code of Conduct.

Right to Be Accompanied/Represented At Disciplinary Proceedings and Appeals

26. At all disciplinary hearings and/or appeal hearings held pursuant to this procedure you have the right to be accompanied by a fellow worker or a trade union representative (so long as their attendance is reasonable in all the circumstances). Where appropriate, you may also request to be represented during any investigation. Representation at an investigation is at the discretion of the Company. You would normally be responsible for making the necessary arrangements for a companion to attend any hearing.

27. When making your choice of companion, you should not request accompaniment by an individual whose presence would prejudice the hearing or who might have a conflict of interest. The Company may ask you to choose a different companion where it believes this could be the case.

28. Your representative may make statements on your behalf but will not be permitted to answer questions addressed to you.

Failure to Attend a Hearing

29. You are required to take all reasonable steps to ensure you attend. If you are unable to attend a hearing for whatever reason, you should inform the person conducting the hearing as far in advance of the hearing as possible, with an explanation as to why you are unable to attend.

30. A decision may be taken in your absence if you unreasonably fail to attend a hearing.

General

31. If a warning is issued to an individual, the individual will be required to sign the document to confirm that they have received it. If an individual refuses to sign or accept receipt then the document will be endorsed to that effect.

32. It is your responsibility to ensure that you have read and understood this policy. It is Management's responsibility to ensure that your rights are respected.

33. If you have any queries whatsoever relating to the Disciplinary Rules and Procedure, you should ask your Supervisor, Head of Department, Personnel and Training Manager or if ashore, your Manning Office for assistance.

34. The Company reserves the right to add to, remove or amend the Disciplinary Rules and Procedure at any time.

ANNEX II COMPLAINTS PROCEDURE

To avoid persons taking matters into their own hands, it is essential to have a procedure for dealing with complaints which enables the complainant with a genuine grievance to bring it, simply and quickly, to the notice of a person in authority.

1. A complaint will normally be made individually by the person who feels he/she has a genuine grievance, to their immediate Supervisor. The complaint should be made verbally in an orderly way.
2. If the complainant considers that his/her complaint has not been satisfactorily disposed of by the Supervisor, he/she will have the right to request to see the Head of Department or Personnel and Training Manager, and if it is so desired, to put the complaint in writing.
3. It will then be the duty of the Head of Department or the Personnel & Training Manager to interview the complainant with the Supervisor. If the complainant is still not satisfied, he/she will have the right to request to see the Staff Captain. The Head of Department will arrange for this. In appropriate circumstances, the Staff Captain, Head of Department or Personnel & Training Manager may refer a complainant to the Captain.
4. The complainant may be accompanied, if he/she so wishes, by an individual of his/her choosing when discussing a complaint.
5. This procedure does not preclude a member of the crew from making a request to see the Head of Department, Staff Captain or the Captain on any private matter, but it must be understood that if it is considered that the matter is one which should have been dealt with under the Complaints Procedure, instructions will be given that this course must be followed.
6. Additionally, crewmembers can report complaints or any areas of concern by contacting the Compliance Hotline or dialing 1-800-872-6779 ext 31550. All complaints received by these means will be investigated.
7. Upon receipt of a complaint, an assessment will be made regarding the specifics of the issue raised. If the relevant parties are still on a vessel, and dependent upon the nature and severity of the complaint, the Captain and/or Personnel & Training Manager will be notified.
8. If the matter requires investigation, the Personnel & Training Manager may conduct the investigation onboard, in collaboration with the appropriate shipboard and shoreside departments. In certain instances, the investigation may be conducted by shoreside personnel and communicated to the Legal Department and/or the Captain.
9. Crew Members can report complaints or any areas of concern in a number of ways. Whether a complaint is received informally or formally, verbally or in writing it is still considered as a complaint and will be followed up on.
10. No one making a complaint in good faith and in accordance with the foregoing procedure will be penalized in any way for making the complaint.

ANNEX III

DRESS CODE: APPEARANCE, PERSONAL CLEANLINESS AND HYGIENE

The following outlines the Appearance Policy as it applies to members of the ship's company onboard any vessel. By performing your duties in a uniform, which you wear with pride, and by having a personal appearance that reflects our image as the leader in our industry, you help to create the kind of professional atmosphere we strive to present.

We would also like you to understand that you are part of a very unique team at sea, a team that has been handpicked from among numerous applicants. Without you we would not be able to provide the unique experience it is to cruise on any of our vessels. We rely on you to continue to make us as successful as we are.

UNIFORM

The uniform, together with the appropriate shoes, as per the Uniform Policy and Procedures Manual is to be worn at all times when on duty. The uniform is to be spotlessly clean and neatly fitting. It must also be properly pressed and maintained in good condition. No objects are to be carried in pockets where they are visible.

- A. Pins: The only pins, buttons and decorations that can be worn on a uniform are those approved by the company. Name badges are to be worn by all members of the ship's company. Only a Company issued name badge is to be worn.

Name badge and the company's designated customer service pin are to be worn at all times when on duty. These are to be in good condition, worn in the grommets provided for the name badge on the uniform. If no grommets are provided the name tag is to be on the left chest over the heart, horizontal. Name badges are not to be worn on a jacket lapel. The company's designated customer service pin is to be approximately half an inch above the name badge. Decorations on your name badge are not permitted.

- B. Shoes: must be clean, polished and in good repair. Conservative styles only are to be worn.

Women's Shoes and Hosiery: Female members of the ship's company are required to provide their own leather, pump or flat shoes with a closed toe and a defined or sculpted heel. Maximum heel height cannot exceed 3 inches. Shoes are to be polished and in good repair. Platform shoes and sandals or open toe/heel shoes are unacceptable. It is recommended that rubber soled shoes are worn in food and beverage preparation areas as well as housekeeping and behind the scenes areas, as a safety precaution.

Hosiery: It is required that all female members of the ship's company wear hosiery whenever a dress or skirt is worn. The only exception to this rule is for all stewardesses during the day who are not required to wear hosiery. Hosiery is not required when slacks or shorts are worn. The hosiery is to be of a natural skin/nude color, which is as close, as possible, to the members of the ship's company's own skin color. If a navy or black skirt or dress is part of the uniform, navy or black hosiery corresponding in color to the uniform item is acceptable.

Men's Shoes and Socks: Male members of the ship's company are required to provide their own leather flat shoes with a plain toe. Shoes are to be polished and in good repair. Platform shoes, sandals or high tops are not acceptable. It is recommended that rubber soled shoes are worn in food and beverage preparation areas as well as housekeeping any safety sensitive area, where shoes can be used as a safety precaution. Socks are to be provided by the members of the ship's company.

The color of the socks worn should correspond with the color of the company issued trousers with no logos or designs allowed.

- C. Although dirty jobs are performed, every effort is to be made to remain clean and smart at all times.
- D. Where required, safety shoes and clothing must be worn at all times and appropriate safety equipment used.
- E. Skirt Lengths: When a formal uniform with a full-length skirt is worn, it should be no longer than ankle-length. Other skirt lengths are to be worn in-between two inches below or at knee length.
- F. Sunglasses: Sunglasses are not to be worn by any members of the ship's company. The exception to this rule is if the member of the ship's company is prevented from doing his/her job safely, due to sun glare from water, countertops etc. The sunglasses worn cannot have silver coated or dark opaque lenses that do not allow for the eyes to be seen. Mirrored sunglasses are unacceptable.
- G. Uniforms off the Ship: Members of the ship's company are not allowed to wear their uniform while off duty and off the ship. Members of the ship's company on duty and working off the ship are required to wear their uniform.

HAIR/MAKE-UP

- A. All members of the ship's company are to maintain a neat, natural look. Hair is to be clean at all times. Members of the ship's company are to keep their hair neatly combed and arranged in a classic, easy-to-maintain style.
- B. Extreme styles are unacceptable. As are: Hair extensions, wigs, and hairpieces.
- C. It is unacceptable to wear hairstyles with extremes in dyeing, bleaching and coloring. Extreme frosting and streaking is unacceptable. If the hair color is changed, it must be natural looking and well maintained. Excessive use of hair gel to make hair look "wet" is unacceptable.
- D. Hair must be dried after washing and before coming to work.

WOMEN

- A. Hair Accessories for Females: All hair accessories for female members of the ship's company are to be kept at a minimum and at no time exceed three pieces. The hair accessory is to be in a color that reflects the uniform or in gold, silver, clear or black. The accessory is to be of a size that is no wider than one inch. A hair accessory is to be used for the sole purpose of keeping the hair away from the face and not as a decorative addition to the uniform
- B. Female staff working in the Dining Room or food service outlets are to ensure hair is worn up and off of the shoulders and away from the face. Female Galley staff are to wear their hair, if long, tied back and covered with a hair net.
- C. Makeup: We encourage the use of makeup to enhance natural features and create a fresh, natural appearance. The excessive use of makeup or use of makeup in offensive colors is discouraged. Make-up is to be tastefully applied and never excessive. Only neutral shades of nail polish are to be worn. For USPH reasons nail polish is not permitted to be worn by Female staff working in the Galley.

- D. Foundation: Foundation base should be in a shade complimentary to the natural skin tone. Application should be well blended in order to achieve a natural look and to avoid stains on uniforms. All makeup should be carefully applied and tastefully worn to accentuate the professional appearance.

MEN

- A. Hair must be kept neatly trimmed and is to be worn in a style which is neither excessively long nor short. Hair on men is to be no longer than the top of the collar.

Sideburns should be neatly trimmed and are permitted to extend beyond the midpoint of the ear, but not below the ear lobe, following their natural contour. Flares or muttonchops are unacceptable.

Mustaches and goatees are acceptable, provided they are neatly trimmed and well maintained. The process of growing facial hair while onboard is not allowed. Men must be clean-shaven at all times; hair stubble due to lack of shaving is unacceptable while on duty – it may be necessary for some men to shave more than once per day.

Note: Officers, deck and technical ratings and hotel staff in non-passenger areas may wear a neatly trimmed beard, long side-burns and/or a mustache, but only with the permission of the Head of Department. The Company will consider departures from the provisions of this policy based on sincerely held religious beliefs.

JEWELRY

- A. Jewelry is not a part of your uniform. Small rings, class rings, wedding bands, conservative tie clips, and a business style watch are permitted, except in food handling areas where only a wedding band is allowed. A small ring is defined as the same size or smaller as a man's class ring. A ring may be worn on any finger. Only one ring per hand is allowed. Visible necklaces, chains, pendants, logos, bracelets, ankle bracelets, wristbands, and arm bands are all unacceptable. A medical alert necklace, bracelet or ankle bracelet is acceptable.
- B. Earrings – Female: One single earring in each ear lobe is acceptable. No other visible piercing is acceptable. The earring must be simple, matched pair in gold, silver or color that blends with the uniform. The shape of the earring must be in good taste and compliment the uniform. The earrings can be pierced or clip-on and must be worn on the bottom part of the ear lobe. Multiple earrings are unacceptable. Earrings cannot be any larger than the size of a US quarter.

Males: It is unacceptable for male members of the ship's company to wear earring/s when on duty and in uniform.

- C. Body Piercing: Face and body piercing such as nose, tongue and eyebrows, but not limited to, are not acceptable when on duty or when crew members are in passenger areas.

TATTOOS

- A. Upon joining or re-joining, the wearing of tattoos which are visible when uniform is worn is unacceptable in passenger areas and may lead to disciplinary action, up to and including discharge from the ship. Uniforms may consist of short sleeve shirts, shorts or skirts.

PERSONAL HYGIENE

- A. Regular attention is to be paid to hygiene by showering regularly at least once a day and by use of suitable deodorants including underarm deodorants, however these are not to be strongly scented (to prevent body odor, bathing may be necessary more than once a day). All uniforms are to be changed daily, prior to going on duty.
- B. Perfume, Cologne, After Shave: Due to close contact with others it is discouraged to use strong heavy scents and fragrances. If perfume, cologne or after-shave is used it should be of a mild scent and used moderately.
- C. Fingernails: should be kept clean at all times, well trimmed and of moderate length. Polishes that are red, dark, bright, gold or silver are unacceptable. Fingernails should be neatly trimmed. Fingernail decorations, pins, stencils etc. are unacceptable.
- D. Oral Hygiene: Bad breath is unpleasant for others. Regular oral hygiene and the use of mouthwash are strongly recommended to avoid offending.
- E. Strict attention is to be paid to the ship's and USPH rules on hygienic working practices.
- F. Staff feeling unwell and/or having open cuts and sores, are to immediately seek medical attention. Disciplinary action will be taken against staff who infect others by failing to seek medical attention under such circumstances.

Non Uniformed Members of the Ship's Company

- A. Onboard some of our vessels you will encounter members of the ship's company who do not wear prescribed company uniforms. In the business world of today, the way members of the ship's company look and present themselves, says a lot about the company for which they work. Members of the ship's company who take pride in their appearance make a positive statement about their employer.
- B. The quality image of our non-uniformed members of the ship's company, are guided by our ship specific dress codes. By following these dress codes, our non-uniformed members of the ship's company will not stand out and will be able to perform their duties.

GENERAL GUIDELINES

- A. Any request for medical exceptions to the appearance policy, such as shoes, hairpieces, not shaving due to a skin irritation, etc, must be presented to the ship's doctor for consideration. The department head's approval is required for medical exceptions after receiving the doctor's recommendation.
- B. It is the responsibility of each individual crew member to adhere to the above Company guidelines. Should a crew member show up for duty not having adhered to any of the above guidelines, their Supervisor has the authority to request the crew member to return to his/her cabin.
- C. Consistent violations regarding any of the above guidelines will lead to disciplinary measures being taken.

ANNEX IV HARASSMENT & RETALIATION POLICY

It is Company policy that employees shall not be subjected to harassment or retaliation. Accordingly, we will promote and maintain a work environment free from all forms of harassment and retaliation while insisting that all employees be treated with dignity, respect and courtesy. Harassment or retaliation occurring in the workplace or in connection with work is counterproductive to the organization and will not be tolerated.

This policy applies to all members of staff. The Company will make every effort to ensure that everyone is familiar with this policy and understands that the Company will investigate thoroughly and resolve appropriately any complaint of harassment or retaliation.

1. Guideline

The following discussions of what constitutes harassment and retaliation are simply guidelines and are not exhaustive definitions. You are encouraged to consult with your Supervisor, Manager, Personnel & Training Manager or a Head of Department regarding any question you have about harassment or retaliation.

2. Harassment Definition

The Company considers harassment to be any action directed by one person at another of the same or opposite gender, same or different sexual orientation, physical or mental ability, race, ethnic or national origin, religion or belief, or age regardless of the perpetrator's motives, which a reasonable person would find to be harassment, including:

- unwelcome verbal or physical conduct;
- unsolicited derogatory words or gestures;
- showing or circulating written, printed or electronically disseminated material of a nature which others may find offensive;
- any other conduct of a nature which may interfere with an individual's work performance or create an intimidating, hostile or offensive working environment;
- any attempt to penalize or punish a person for rejecting or objecting to the actions described above;
- use of the Internet or e-mail system to transmit, communicate, or receive sexually suggestive, pornographic, or sexually explicit pictures, messages, or material.

The ship's company is advised that any unwelcome physical contact, sexual advances or similar objectionable actions with a fellow crew member will be considered a violation of this policy and grounds for discharge.

For the purposes of defining harassment, the ship's company is advised that harassment does not only have to take the form of physical contact but can include:

- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct, such as sexually-oriented verbal kidding, teasing or jokes, repeated offensive sexual flirtations, advances or propositions, derogatory comments, epithets, slurs and jokes, verbal abuse of a sexual nature, verbal comments about a physical appearance, their sexual activity, suggestive or obscene letters, notes or invitations;
- Physical conduct, such as touching, pinching, brushing up against another's body, or impeding or blocking movements.

Individuals who experience harassment should make it clear to the offending party that such behavior is offensive. If the behavior continues, or if they are uncomfortable expressing their feelings directly, it should be brought to the attention of their Supervisor, Manager, Personnel & Training Manager, or a Head of Department.

3. Two Kinds of Sexual Harassment:

Quid pro quo: Comes from the Latin meaning “this for that.” This occurs when you are either offered some tangible favor or benefit or your working conditions are threatened, based on your response to demands for these favors (“You’ll get a promotion if you...”)

Hostile Work Environment: Unwelcome sexual conduct sufficiently severe, persistent, or pervasive so as to affect an employee’s performance negatively and/or create an intimidating, hostile or otherwise offensive environment.

The recipient’s perception – not the harasser’s intent – is the standard by which conduct is measured.

4. Discriminatory Harassment

The Company’s policy prohibits discriminatory harassment based on gender, color, race, age, national origin, ancestry, marital status, religion, sexual orientation or other protected status.

As an illustration, some examples of conduct that may be regarded as discriminatory harassment may be:

- Epithets, slurs, negative stereotyping, disparaging remarks or intimidating acts based on any of the protected categories listed above;
- Telling or forwarding jokes directed to someone’s protected status, such as racial or ethnic jokes, regardless of whether “everyone tells them back and forth”;
- Posting, forwarding, showing or displaying in any manner cartoons that make fun of any group, religious belief, sex, or individual because of his or her protected status;
- Forwarding offensive e-mails, printing them out or displaying them in any manner.

5. No Victimization or Retaliation

No crew member should be subjected to victimization or retaliation for reporting, or expressing opposition to, any incident of harassment. Any such victimization or retaliation is a dismissible offense.

Employees, who make complaints of harassment, report harassment they observe, or provide information relating to such complaints or reports will be protected by the Company against any victimization or retaliation. It is the right of the employee to bring the complaint or concerns to the attention of the Company. No action will be taken against you for filing your complaint, so long as you are truthful and accurate.

6. Relations with Passengers

There is no such thing as allowable intimate relations with passengers, whether welcome or not. Any intimate relations or attempts at intimate relations – this includes asking a passenger to be alone, kissing, engaging in sexual relations, or any other similar behavior - will lead to discharge. This is prohibited at any time so long as the crew member is signed on to the crew agreement and covers conduct both on the ship and ashore. Such conduct may also be considered a criminal assault and lead to the arrest of a crew member.

Passengers are not to be invited to an officer/crew accommodation or area, nor should an officer/crew member visit a passenger cabin, unless required to do so in connection with their official duties. Officers/crew in passenger cabins likewise may not invite a passenger into their cabin. The exception to this section is where a passenger is already recognized to be in a relationship with an officer/crew member prior to boarding the vessel. The officer/crew member must declare this to their Head of Department prior to the passenger boarding.

Complaints are received from time to time from passengers and others about forms of harassment onboard. In most cases, particularly those involving sexual harassment, there is no actual intent to harass and the complaints arise from misunderstandings caused by different cultural practices and standards. A kiss on the cheek, for example, may be perfectly acceptable in one culture but completely unacceptable in another. Strict adherence to the above rules is for the protection of the officer/crew member.

7. Reporting Harassment

The Company complaint procedure allows crew the ability to establish a complaint verbally or in writing.

- An informal complaint is usually made verbally to one's Supervisor, the Personnel & Training Manager, or Head of Department.
- A formal complaint is done in writing and submitted to the crew office or by calling 1-800-872-6779 Extension 31550 (within the United States) or +1-661-753-1550 (for international calls). Alternatively, a call can be made to the Compliance Hotline.

Employees are expected and encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, in poor taste, or inappropriate. Employees who believe they have been subjected to or witnessed any conduct prohibited by this policy are expected to report the conduct to their supervisor, Personnel and Training Manager, Head of Department, or ashore in the manner stated above. All reports of harassment will be investigated fully and promptly and, to the extent reasonably possible, on a confidential basis.

If it is determined that the alleged harasser has violated policies, appropriate corrective action will be taken in accordance with the Company's Disciplinary procedure, which may include discharge.

8. False Harassment Allegations

No person will suffer any adverse employment consequences as a result of a good faith report under this policy. The Company vigorously defends its crew members' right to work in an environment free of harassment and retaliation. The Company also recognizes that false accusations can have serious consequences. Accordingly, any individual who is found, through the investigation process, to have falsely accused another person of harassment or retaliation may be subject to appropriate disciplinary action, up to and including discharge.

