

Updated: February 18, 2025

FIRST MATES SALES & MARKETING TERMS & CONDITIONS

Travel agencies, incentives houses, tour operators and other travel companies (each a "First Mate Agency") may promote, advertise and market voyages offered by Virgin Cruises Intermediate Limited ("Virgin Voyages") and may accept reservations on behalf of passengers ("Sailors"), These First Mates Sales & Marketing Terms & Conditions ("Terms & Conditions") are meant to ensure that the parties understand their respective rights and obligations in connection with their business relationship and are further meant to ensure that Virgin Voyages is fairly and accurately represented to the public in a manner that preserves its elevated brand position.

By clicking the "I Accept" button on the FirstMates.com registration page, First Mate Agency acknowledges that it has read, understood and agrees to be bound by these Terms & Conditions as well as the FirstMates.com Website Terms & Conditions, and the Privacy Policy and Cookie Policy located at the footer of Firstmates.com. Despite that these Terms & Conditions are expressly between First Mate Agency companies only and Virgin Voyages, all First Mate Agency companies agree to cause their employees, independent contractors, and affiliates in all offices and locations to abide by these Terms & Conditions.

Virgin Voyages reserves the right to decline acceptance of any First Mate Agency application for any reason and/or to stop accepting reservations from the First Mate Agency as a whole or from individuals employed by, or affiliated with, the First Mate Agency who violate these Terms & Conditions.

1. REPRESENTATIONS AND WARRANTIES

First Mate Agency represents and warrants to Virgin Voyages that

First Mate Agency is a company duly organized, validly existing, and in good standing under the applicable laws of its country of incorporation, with full corporate power and authority to conduct its business and is duly qualified and licensed to perform sales as contemplated by these Terms & Conditions;

First Mate Agency shall provide accurate information in connection with its registration as a First Mate Agency via FirstMates.com and in connection with its First Mate Agency account;

First Mate Agency has the requisite authority, has taken all necessary corporate actions and is duly authorized, and has all approvals necessary to accept these Terms & Conditions and bind itself and all offices and locations listed in First Mate Agency's registration with Virgin Voyages via FirstMates.com and warrants that the individual clicking "I Accept" has all requisite authority and approvals to do so;

First Mate Agency, in performing sales or services in connection with Virgin Voyages, shall at all times comply with all applicable laws in the jurisdictions wherein it conducts business, including, but not limited to obtaining all applicable licenses, permits, and bonds necessary to sell travel via cruise line, air or via bundled packages that include hotels and any other form of travel and transportation;

First Mate Agency, in performing sales or services in connection with Virgin Voyages, shall at all times take all necessary measures to secure and protect the confidentiality of Sailor personal and financial information and shall comply with all applicable laws regarding the same, including, but not limited to the European Union General Data Protection Regulation (Regulation (EU) 2016/679), if applicable, and any applicable Canadian, Australian and New Zealand data privacy laws;

If the First Mate Agency sells or offers for sale a package (as defined in the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs")) in the UK, or by any means directs such activities to the UK, the First Mate Agency will comply fully on Virgin Voyages' behalf with the PTRs,

particularly the obligations in Parts 2,4, and 5 thereof, and shall additionally establish and maintain procedures to expeditiously relay any message, request and/or complaint to Virgin Voyages delivered to a First Mate Agency from a Sailor; and

First Mate Agency shall at all times have the requisite authority and approvals to book Sailors on a voyage with Virgin Voyages. Final bookings shall be subject to Virgin Voyages' confirmation to First Mate Agency in writing.

To the fullest extent permitted by law, First Mate Agency agrees that the New Zealand Consumer Guarantees Act 1993 does not apply to any rights, benefits, privileges, or facilities that are, or are to be, provided, granted, or conferred by Virgin Voyages to the First Mate Agency; and sections 9, 12A, 13 and 14(1) of the New Zealand Fair Trading Act 1986 ('FTA') are excluded and Virgin Voyages' liability under the FTA is accordingly limited, to the extent it is fair and reasonable to do so.

2. PUBLISHED PRICING & ADVERTISING

First Mate Agencies located in the United States, Mexico, Puerto Rico, New Zealand and Canada shall only advertise, promote or offer any voyage offered by Virgin Voyages, including, but not limited to any bundled packages that include, airfare, hotel or transportation, at the Virgin Voyages' Published Price. For purposes of these Terms & Conditions, "**Published Price**" shall mean the price for each voyage that appears on Virgin Voyages.com, FirstMates.com or any global distribution systems authorized by Virgin Voyages.

First Mate Agencies located in the United States, Puerto Rico and Canada shall not market, advertise, promote or offer cash, cash equivalent, amenities or any other value add as an incentive to entice bookings. This includes, but is not limited to: cash, gift cards, rebates, refunds, third party cash back offers, free or discounted voyage protection coverage and/or deductions of any amount from any product offered by Virgin Voyages. These items may not be offered to Sailors before or after the voyage.

Non-cash gifts of client appreciation, however, may be offered by First Mate Agency to Sailors not to exceed USD \$100.00 per person to be redeemed and used by the Sailor onboard Virgin Voyages' ships only.

The following terms shall not be used in any print, electronic media, telephone solicitation or promotional materials referencing Virgin Voyages or Virgin Voyages products: "Discount", "Rebate," "On Sale," "Save %," "Save \$," "Gift Card," "Free Onboard Credit," "Credit," "Gift Certificate," "Gift," "Cost," "Low Cost," "Price," "Lowest Price," "Best Price," "Beat Any Price," "Special Price," "Rock Bottom," "Cheap" or similar terminology. In addition, advertising must not (i) be abusive, obscene, profane, sexually explicit, violent, or threatening in nature; or (ii) contain content that associates Virgin Voyages or Virgin Voyages products with any political speech, or content that expresses bigotry, racism or hate.

The above advertising restrictions apply to websites and/or organizations with restricted or membership-only access, password protected sites, and private opt-in email databases.

3. COMMISSIONS & BONUSES

First Mate Agency shall be entitled to receive commission and may be entitled to receive bonuses in connection with its sale of voyages in accordance with the commissions and bonus payment structure set forth in FirstMates.com, which commissions and bonus payment structure may be amended from time to time by Virgin Voyages in its sole discretion.

All payments for commission or bonus will be made to the First Mate Agency account and/or designated network affiliation and will not be made directly to individuals or personnel that are employed by, or affiliated with, the First Mate Agency.

First Mate Agencies located in the United States and Canada may not credit, apply to or deduct their commissions from any amounts owed by a Sailor in connection with a voyage booked by said

First Mate Agencies.

Notwithstanding the foregoing, from time to time, Virgin Voyages may offer the opportunity for First Mate Agency to earn commissions above and beyond the basic commission structure set forth in FirstMates.com. If and when applicable, First Mate Agency will be notified of such offers and all of the applicable terms and conditions thereto.

4. MARKETING

First Mate Agency may promote, advertise or market Virgin Voyages products in accordance with these Terms & Conditions, all applicable laws and regulations, and the marketing guidelines set forth in FirstMates.com, which guidelines may be amended from time to time by Virgin Voyages in its sole discretion. Any use of the Marks (defined below) shall at all times be subject to Section 5 (Limited Revocable Sublicense for Use of Marks) below.

5. LIMITED REVOCABLE SUBLICENSE FOR USE OF MARKS

First Mate Agency understands, acknowledges and agrees that Virgin Enterprises Limited ("VEL") is the legal and beneficial owner of the trademarks and service marks set forth under the heading Brand Guidelines on the FirstMates.com website ("Brand Guidelines"), as the same may be amended from time to time by Virgin Voyages in its sole discretion (the "Marks") and that Virgin Voyages has a license by VEL to use the Marks, with the right to sublicense.

First Mate Agency shall not use the Marks, or any other trademark or trade name owned by VEL or Virgin Voyages, in its firm or corporate name, domain name, in its stationery or letterhead, or in any other manner, except as authorized by these Terms & Conditions, the Brand Guidelines and, where applicable, as specifically approved by Virgin Voyages Brand Marketing internal personnel, in writing, pursuant to Section (iii) below. If so approved, such usage shall be governed by the sublicense provisions set forth herein below:

- i. Virgin Voyages grants to First Mate Agency a nonexclusive, nontransferable limited sublicense to use the Marks only in connection with the marketing, promotion and sale of voyages pursuant these Terms & Conditions, the FirstMates.com Website Terms & Conditions and Brand Guidelines provided by Virgin Voyages and/or found in FirstMates.com, and subject to the following terms and conditions (hereinafter referred to as the "Sublicense"). The foregoing rights are personal to the First Mate Agency, and no further sub-licensing is permitted.
- ii. First Mate Agency shall use best endeavors to ensure that any services supplied under the Marks are of a style, quality and appearance so as to maintain the value and reputation of the Marks. First Mate Agency's use of the Marks must reflect Virgin Voyages' purpose of changing business for good (the "Purpose") and the values represented by the Marks of: (i) insatiable curiosity; (ii) heartfelt service; (iii) delightfully surprising; (iv) red hot; (v) smart disruption; and (vi) straight up (accurate, truthful advertising and promotion) (hereafter "Brand Values").
- iii. First Mate Agency agrees that, to the extent it uses the Marks, First Mate Agency shall use such Marks in their standard form and style as defined by Virgin Voyages, including in any Virgin brand identity guidelines provided by Virgin Voyages to First Mate Agency from time to time. To ensure that the Purpose and the Brand Values are embedded in and reflected by First Mate Agency's business and use of the Marks, First Mate Agency shall submit to Virgin Voyages Brand Marketing, for review and prior approval, all proposed promotional and advertising material bearing any of the Marks, whether print, digital or otherwise, and shall only use the Marks after receiving written approval from Virgin Voyages Brand Marketing.
- iv. Where reasonably practicable, First Mate Agency shall use the appropriate trademark notice symbol TM, or ®, adjacent to the Marks at all times and display the following statement (or any other similar statement as notified in writing from Virgin Voyages) on any

services or other materials bearing the Marks: "VIRGIN and the Virgin Signature logo are trademarks of Virgin Enterprises Limited and are used under license."

- v. First Mate Agency agrees that all use of the Marks by First Mate Agency and the goodwill generated thereby shall inure to the benefit of, and be on behalf of, VEL. If First Mate Agency resides in a country where recording all or part of this Sublicense may be required, First Mate Agency shall notify Virgin Voyages in writing and assist Virgin Voyages in recording a short form version of these Terms & Conditions with appropriate government authorities at First Mate Agency's sole expense, and only as Virgin Voyages in its sole discretion deems necessary. First Mate Agency agrees that nothing in this Sub-License shall give First Mate Agency any right, title or interest in the Marks other than the right to use the Marks in accordance with this Sublicense, and First Mate Agency agrees that it shall not under any circumstances challenge the title of VEL or Virgin Voyages to the Marks, or any other name or mark containing the term "virgin," or attack the validity of this Sublicense.
- vi. First Mate Agency shall not take any action, which in the sole opinion of Virgin Voyages or VEL may impair, infringe or dilute ownership or use of the Marks. First Mate Agency shall take all actions and execute such documents as reasonably necessary to create, enforce, or maintain VEL's rights in the Marks, as directed by Virgin Voyages or VEL. First Mate Agency hereby further grants to Virgin Voyages and VEL a power of attorney with an interest to transfer to VEL any registration for the Marks, including any term, name or mark likely to be confused with the Marks, or any interest therein held by First Mate Agency at any time.
- vii. First Mate Agency agrees to notify Virgin Voyages of any unauthorized use of the Marks by others as promptly as it comes to First Mate Agency's attention. As between the parties hereto, Virgin Voyages and VEL shall have the sole right and discretion to bring court or administrative proceedings involving the Marks.
- viii. Notwithstanding any provisions to the contrary in these Terms & Conditions, Virgin Voyages shall have the right to terminate these Terms & Conditions or this Sublicense immediately upon written notice to First Mate Agency that it is in violation of the terms of this Section. Further, upon the earlier of the termination of these Terms & Conditions or VEL's license to Virgin Voyages to use the Marks, this Sublicense shall automatically and immediately terminate.
- ix. Upon termination or expiration of these Terms & Conditions, First Mate Agency agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, to cooperate with Virgin Voyages, VEL or their appointed agent to, if applicable, apply to the appropriate authorities to cancel recording of these Terms & Conditions, or any short form thereof, from all government records, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the goodwill connected therewith shall remain the property of VEL.

First Mate Agency acknowledges that a breach (or threatened breach) of any provision of this Section of the Terms & Conditions shall be a willful and knowing violation of Virgin Voyages' and VEL's rights causing serious and substantial irreparable damage to Virgin Voyages and VEL, and that it will be difficult, if not impossible, to determine the amount and extent of such damage. In the event that First Mate Agency breaches its obligations under these Term and Conditions, it is agreed that such breach shall constitute an infringement of Virgin Voyages' and/or VEL's trademark, service mark and other intellectual property rights and Virgin Voyages and VEL shall be entitled to equitable relief, including specific performance and injunctive relief (without the necessity of furnishing any bond or security in excess of \$1,000.00 (U.S.)), plus monetary damages and all reasonable costs and attorneys' fees incurred in obtaining a judgment and collecting on the judgment. Such remedies are in addition to any other remedies that Virgin Voyages or VEL may have at law or in equity. This Section shall be a continuing obligation and shall survive the expiration

or termination of these Term and Conditions.

6. DIGITAL MARKETING REQUIREMENTS AND GUIDELINES

i. Site Content. The following site content requirements and guidelines shall apply to web sites and web pages under the direct or indirect control of First Mate Agency that are used for marketing and/or displaying the Marks or Virgin Voyages products.

a. Each web page in a First Mate Agency web site must clearly indicate that First Mate Agency is the web site operator, with the name of First Mate Agency being prominently displayed on every web page in the web site. In the event that First Mate Agency develops a web site for a third party's private use, the third party web site user must be identified in the web site consistent with the foregoing requirement. First Mate Agency is not authorized to make the statement, either express or implied, that the web site is an "official Virgin Voyages web site;" that First Mate Agency or the party for whom First Mate Agency developed the web site is an "official Virgin Voyages agency" or that Virgin Voyages is associated with or has endorsed First Mate Agency or its web site.

b. First Mate Agency may only download or copy Virgin Voyages' content and materials from a designated download section in FirstMates.com, if any, solely for the express purpose of marketing voyages ("Content") and shall not, whether manually or with an automated tool, download or copy any of Virgin Voyages' Content from any other section of Virgin Voyages' web sites nor for any other purpose. First Mate Agency shall not alter or translate the Content nor shall it use the Content in a manner that Virgin Voyages determines, in its sole discretion, disparages or undermines Virgin Voyages services or products. First Mate Agency acknowledges that the Content is provided "AS IS," without any express or implied warranties and subject to the damages limitations set forth in Section 13 below.

ii. Domain Names, Subdomains, and URLs In addition to the preceding requirements, First Mate Agency shall not directly or indirectly use the Marks or any substantially similar variation of the same, including, but not limited to variations of the Virgin Voyages name or Marks where several characters or symbols are reversed, replaced, or inserted ("Typos") in any part of a domain name, URL path, or subdomain, without the express, prior, written consent of Virgin Voyages' Director of Brand Marketing. If First Mate Agency directly or indirectly owns or controls a domain name that contains the Virgin Voyages' name or Marks, or anything substantially similar to the same or Typos, said ownership shall be in bad faith, and First Mate Agency shall immediately assign all right, title, and interest in the domain name to Virgin Voyages and shall immediately, upon request by Virgin Voyages, take whatever steps are necessary to transfer the domain name, or allow the domain name to be transferred, as relevant, to Virgin Voyages or any other entity that Virgin Voyages designates at a domain name registrar designated by Virgin Voyages. First Mate Agency shall be responsible for all costs and expenses, including legal fees incurred by Virgin Voyages in enforcing the requirements of this provision. Furthermore, upon request by Virgin Voyages, First Mate Agency shall, within seven (7) days, produce a list of all domain names, subdomains, and URLs under First Mate Agency's direct or indirect control, which contain the Virgin Voyages name or Marks or anything substantially similar thereto, including, but not limited to Typos.

iii. Search Engine Optimization (SEO) The following Search Engine Optimization requirements and guidelines apply to web sites and web pages under the direct or indirect control of First Mate Agency:

a. Meta Data and Title Tags: First Mate Agency's web site shall not present itself as an "official Virgin Voyages web site" or otherwise suggest that it is sponsored or endorsed by Virgin Voyages by means of keywords anywhere in the meta data or title tags. First Mate Agency web sites shall not employ excessive repetition of Virgin

Voyages' name or Marks, anything substantially similar thereto, or Typos as keywords (keyword stuffing) within meta data or site content for the purpose of skewing search results.

b. Deceptive Redirects (Cloaking): First Mate Agency web sites shall not present one type of page content to the search engines to achieve rankings on a Virgin Voyages-related search, but redirect users to another page that contains different or unrelated content or content that does not comply with these Terms & Conditions.

c. Hidden or Invisible Text First Mate Agency web sites shall not place text containing the Virgin Voyages' name or Marks or Typos on a page that is the same color as the background, or otherwise hide text containing Virgin Voyages' name or Marks, anything substantially similar thereto, or Typos including by using the Virgin Voyages name, Marks or Typos as alternative text for images or in the html tag, causing it to be hidden from the viewer, but not from search engine spiders.

d. Link Text First Mate Agency shall not include Virgin Voyages' name or Marks, anything substantially similar thereto, or Typos in any hyperlink that First Mate Agency causes to be displayed as a result of Paid Search (as defined below).

iv. Paid Search Advertising Without limiting the foregoing, First Mate Agency's use of paid search advertising or other forms of online targeted advertising, including, but not limited to, banner advertisements, or behavioral or contextual advertising offered by companies operating search engines (including, but not limited to, Google, Facebook, and Yahoo), travel search sites (including, but not limited to, Trip Advisor), or comparison sites (including, but not limited to, Kayak), or other third party operated websites ("Paid Search") shall at all times be subject to the following, for the purpose of protecting the Virgin Voyages name, Marks and brand and to ensure Sailors and other consumers are not misled or confused in connection with the use of the same:

a. First Mate Agency shall not use Virgin Voyages' name or Marks or other terms associated with Virgin Voyages or anything substantially similar thereto, or Typos, as keyword terms for a Paid Search.

b. When purchasing generic cruise-related keywords, such as "cruise" or "ship" or "escape" or "ocean liner," or when purchasing destination and port keywords for any port or destination serviced by Virgin Voyages on broad match keyword terms programs, First Mate Agency shall ensure that its advertisements do not appear for consumer searches which include Virgin Voyages' name, Marks or Typos in combination with the generic keywords. First Mate Agency must negative match the keywords listed in Section 6(v)(b) to the corresponding campaign types of 'exact', 'phrase' and 'broad'. For example, First Mate Agency must list "Virgin Voyages" as a negative keyword in order to prevent its advertisements from appearing as a result of searching for Virgin Voyages products. For example, it would constitute a violation of these Terms & Conditions if a consumer search using a keyword phrase, such as "Virgin Voyages Cuba," triggers a First Mate Agency advertisement to appear if "Cuba cruises" was originally used by First Mate Agency without the negative keyword of "Virgin Voyages."

c. First Mate Agency shall not include the Virgin Voyages name, Marks, anything substantially similar thereto or Typos in any hyperlink that First Mate Agency causes to be displayed as a result of a Paid Search. First Mate Agency may only use Virgin Voyages' name or Marks in the advertisement text of an advertisement triggered by Paid Search if: (1) Virgin Voyages' name or Marks is not included in the search terms purchased by First Mate Agency; (2) the advertisement redirects to a landing page that is operated by the First Mate Agency in compliance with these Terms & Conditions and does not violate any law, regulation, or rights of another party; and (3) the landing page, other than any search or site navigation features, is dedicated exclusively to the

marketing of voyages on Virgin Voyages and does not have any references or links to other vacation opportunities, including without limitation other cruise lines. First Mate Agency shall not use Typos in the advertisement text of an advertisement triggered by a Paid Search.

v. Social Media

a. First Mate Agency may use Virgin Voyages' name or Marks in Social Media Websites (as defined below) for the purpose of communicating information about Virgin Voyages, subject to the requirements herein. First Mate Agency shall not use the Virgin Voyages name or Marks, anything substantially similar thereto, or Typos, in any username, account name, profile name, screen name, social media handle or similar use for any Social Media Website, or display or undertake any other activity which may confuse consumers as to whether First Mate Agency is acting on behalf of or endorsed by Virgin Voyages. The following are considered Social Media Websites: social networking websites (including by example, but not limited to, Facebook, MySpace, Twitter, LinkedIn, Instagram, etc.), blogging and community websites (including by example, but not limited to BlogSpot.com, Wordpress.com, etc.), video websites (including by example, but not limited to YouTube, Vimeo etc.), or any other website operated by a third party, directly or indirectly controlled or posted by First Mate Agency ("Social Media Website").

b. First Mate Agency shall negative match the keywords listed below and any variation of Virgin Voyages brand to the corresponding campaign types of 'exact', 'phrase' and 'broad:'

Virgin Voyages, Virgin Voyage, Virgin Cruises, Virgin Cruise, Virgin Voyages Cruise Line, Virgin Voyages Cruises, Cruise Line Virgin Voyages, Cruise Line Virgin Voyage, Cruise Line Virgin, Line Virgin Cruise, Line Virgin Cruises, Line Virgin Voyages, Line Virgin Voyage, Line Virgin, Line Virgin Cruise, Line Virgin Cruises, Virgin Cruise Ship, Virgin Cruises Ship, Virgin, Cruises Ships, Virgin Ships, Virgin Ship, Virgin Voyages Ship, Virgin Voyage Ship, Scarlet Ship, Scarlet Lady, Virgin Voyages Scarlet Ship, Virgin Scarlet Ship

vi. Enforcement of Digital Marketing Requirements and Guidelines In addition to, and without limiting, any and all other remedies available to Virgin Voyages provided in these Terms & Conditions and applicable law, Virgin Voyages may enforce violations of this Section as follows:

a. First Violation: Once Virgin Voyages has notified First Mate Agency in writing, including by e-mail, facsimile or other written communication, that First Mate Agency has violated any of the Digital Marketing Requirements and Guidelines herein, First Mate Agency must take the following steps to remedy the violation:

1. For violations of Domain Names, Subdomains, and URLs Requirements, except in the case of domain names which are addressed in Section 6(ii) above, First Mate Agency must disable any non-conforming subdomains or URLs as directed by Virgin Voyages within fifteen (15) days of the date of notice by Virgin Voyages.
2. For violations of Site Content, SEO Requirements, and Paid Search advertising, First Mate Agency must make the web site changes directed by Virgin Voyages within fifteen (15) days of the date of notice by Virgin Voyages. Notwithstanding the foregoing, First Mate Agency shall remove any Content, or postings containing Content, immediately upon notice from Virgin Voyages if Virgin Voyages determines in its sole discretion that First Mate Agency has, directly or indirectly, violated Section 6(i)(b) above or has engaged in any other form of unauthorized use of said Content that may infringe upon the intellectual property rights of any third parties.

3. For Violations of Social Media Website Requirements, First Mate Agency shall, at Virgin Voyages' discretion, disable or transfer exclusive control to Virgin Voyages, of any non-conforming username, account name, profile name, screen name, or similar name on any Social Media Website or display if allowed by the operator of such website within five (5) days of the date of notice by Virgin Voyages.

b. Subsequent Violations: Following a second violation by First Mate Agency or First Mate Agency's failure to remedy a previously identified violation, Virgin Voyages reserves the right to temporarily suspend or permanently revoke: (1) First Mate Agency's access to book or sell voyages or otherwise as set forth in Section 7 below; and/or (2) payment of commissions for bookings made by First Mate Agency during the period of an uncured violation. Further, Virgin Voyages reserves the right to terminate these Terms & Conditions or take any appropriate legal action against any and all parties that violate its intellectual property rights in the Virgin Voyages name and Marks or that violate these Terms & Conditions. The parties agree that in the event First Mate Agency is terminated due to a breach of this Section of the Terms & Conditions, the last paragraph in Section 5 shall apply.

7. TERMINATION AND SYSTEM ACCESS DENIAL

Termination. Virgin Voyages may terminate First Mate Agency's participation under these Terms & Conditions at any time and for any reason upon fifteen (15) days prior written notice to First Mate Agency. In addition, First Mate Agency may terminate its participation under these Terms & Conditions at any time and for any reason upon thirty (30) days' prior written notice to Virgin Voyages. Upon expiration or termination of these Terms & Conditions, Virgin Voyages and First Mate Agency shall be relieved from any of their respective rights and obligations set out in these Terms & Conditions as of the date of such expiration or termination, except that: (1) First Mate Agency shall continue to comply with Sections 5 and 6 above and shall be liable to refund Virgin Voyages any commissions or bonuses which may have been advanced hereunder, if any; and (2) subject to Section 6(vi)(b)(2) and any additional remedies that may be provided for in Virgin Voyages policies and guidelines in FirstMates.com, Virgin Voyages shall be liable to pay First Mate Agency for any accrued and unpaid commissions or bonuses owed through the date of such expiration or termination, or which become due under these Terms & Conditions after termination, if any.

Access Denial. Any actions taken by First Mate Agency that, in the sole opinion of Virgin Voyages, hinders the ability of First Mate Agency, other First Mate Agencies or Virgin Voyages to book and sell voyages or conduct their regular businesses efficiently and effectively, or misrepresents Virgin Voyages as determined by Virgin Voyages in its sole discretion, shall result in denial of First Mate Agency's access to book Sailors for voyages at any time and without prior notice. Such denial of access shall not constitute a default hereunder by Virgin Voyages nor a termination by Virgin Voyages.

8. INDEMNIFICATION

First Mate Agency shall indemnify and defend Virgin Voyages and its parent companies, subsidiaries, affiliates, successors, assigns, shareholders, directors, officers, employees, attorneys, agents and servants ("Indemnitees") from and against any and all claims, allegations, actions, suits, penalties, fines, demands, injuries, losses, or damages (collectively, "Claims"), including reasonable attorney's fees and expenses incurred in responding to such Claims, that such Indemnitees may suffer or incur directly or indirectly arising from or relating to: (i) the negligence or intentional misconduct of First Mate Agency, its employees, agents or contractors in connection with these Terms & Conditions; (ii) the breach of any representation, warranty, or other obligation under these Terms & Conditions by First Mate Agency or any of its employees, agents or contractors; (iii) any personal injury (including death) or property damage resulting from or arising out of an act or omission of First Mate Agency, its agents, employees, or contractors in connection with these Terms & Conditions; (iv) Claims by any third parties for unpaid fees, commissions, or

bonuses paid to First Mate Agency by Virgin Voyages in connection with these Terms & Conditions; (v) Claims by Sailors, or any third parties, relating to or alleging fraud, misrepresentation, civil theft or any failure on the part of First Mate Agency or its agents, employees, affiliates or contractors to properly or timely apply any monies, deposits or sums of Sailors or any third parties in connection with any voyages; (vi) Claims by third parties alleging intellectual property infringement by First Mate Agency or any of its agents, employees, affiliates or contractors to the extent that said party or parties have engaged in the unauthorized use of the Marks, Content or any intellectual property provided by Virgin Voyages in connection with these Terms & Conditions; (vii) Claims by any third parties, government administrative agencies or regulatory entities or bodies against Virgin Voyages arising from, or relating to, First Mate Agency or its agents, employees, affiliates or contractors' reporting of transactions and dealings with Sailors, or failure to pay taxes or file tax returns or failure to obtain any applicable licenses, bonds, registrations or government approvals necessary for First Mate Agency to engage in the sale or marketing of voyages in connection with these Terms & Conditions; and (viii) Claims by any third parties, government administrative agencies or regulatory entities or bodies relating to First Mate Agency or its agents, employees, affiliates or contractors' failure to comply with data privacy laws, including, but not limited to the European Union General Data Protection Regulation (Regulation (EU) 2016/679), if applicable, and any applicable Canadian, Australian, and New Zealand data privacy laws.

Either party shall promptly notify the other of any Claim relating to these Terms & Conditions or the indemnification provisions set forth herein above. Virgin Voyages may elect to defend any such Claim made against it at First Mate Agency's expense with counsel of Virgin Voyages' selection. First Mate Agency shall fully cooperate with Virgin Voyages in its conduct of the defense thereof should Virgin Voyages elect to assume the defense of such Claim. First Mate Agency will not make or accept any offer of compromise or make any admission without prior consent of Virgin Voyages. First Mate Agency may also elect to participate in the defense of any such Claim at First Mate Agency's own expense with counsel of its choosing, but Virgin Voyages' counsel shall control the defense of any such Claim. Virgin Voyages shall have the right to settle any such Claim made against it, provided it first consults with First Mate Agency and considers in good faith any objection to settlement which First Mate Agency may make.

9. COMPLIANCE WITH LAWS

First Mate Agency shall comply with all federal, state, provincial, foreign, county, municipal, and local laws, ordinances, and regulations applicable to these Terms & Conditions and now or hereafter in effect at all times during the term of these Terms & Conditions. First Mate Agency shall secure and maintain in full force and effect all licenses, permits, certificates and bonds required by all applicable federal, state, provincial, foreign, county, municipal and local laws, rules, ordinances and regulations for the lawful operation of its business and as required to perform services in connection with these Terms & Conditions. First Mate Agency is and shall continue to be compliant with all other applicable laws and regulations, including, but not limited to the European Union General Data Protection Regulation (Regulation (EU) 2016/679), if applicable, and any applicable Canadian, Australian and New Zealand data privacy laws. Further, to the extent required by applicable law, First Mate Agency shall ensure that customers are notified of commissions receivable in connection with these Terms and Conditions.

10. TAXES

First Mate Agency shall pay all applicable taxes, including, but not limited federal income taxes, state, provincial taxes, municipal license taxes, foreign taxes and fees levied on or measured by First Mate Agency's net income or gross income, and similar taxes, fees and charges as well as all sales, consumer, excise, use and other similar taxes required by laws which are in effect and which may be promulgated in the future. All commissions and bonuses payable by Virgin Voyages shall be treated as inclusive of any sales and use taxes, VAT, Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (OST) or other Provincial Sales Tax (PST), as applicable.

11. INSURANCE

At all times during the term of these Terms & Conditions, First Mate Agency shall maintain all applicable insurance as required by law and shall be responsible, at its own expense, for providing its insurance coverage applicable to these Terms & Conditions, including, without limitation, general liability and workers' compensation insurance. First Mate Agency shall provide proof of such insurance satisfactory to Virgin Voyages upon request.

12. INDEPENDENT CONTRACTOR

The parties hereto expressly acknowledge that First Mate Agency shall be an independent contractor, maintaining complete control over its employees. The parties further agree, as a material part of these Terms & Conditions, that these Terms & Conditions do not, in any way, create a partnership or joint venture relationship between Virgin Voyages and the First Mate Agency. No party has any right to bind the other, except as may otherwise be specifically provided for in these Terms & Conditions.

13. LIMITATION OF LIABILITY

In no event shall Virgin Voyages be liable for any consequential, special, indirect, incidental, exemplary or punitive damages arising from or relating to these Terms & Conditions, including but not limited to, lost profits or revenues, even if made aware of the possibility of such damages. FIRST MATE AGENCY AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM THAT FIRST MATE AGENCY MAY HAVE AGAINST VIRGIN VOYAGES WHICH ARISES OUT OF OR IS RELATED TO THESE TERMS & CONDITIONS MUST BE FILED BY FIRST MATE AGENCY PURSUANT TO THIS SECTION WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.

14. GOVERNING LAW

These Terms & Conditions shall be construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of law, and to the exclusion of the United Nations Convention on Contracts for International Sale of Goods.

15. JURISDICTION

- A. *First Mate Agency within the Continental United States, Hawaii and Alaska.* Except as set forth in Section 15(C) below, any action or proceeding arising out of or related to a First Mate Agency with offices or locations in the United States of America shall be instituted and litigated in any federal or state court located in Broward County, Florida. First Mate Agency hereby submits to the exclusive jurisdiction of all courts located in Broward County, Florida with respect to any action or proceeding arising out of these Terms & Conditions, and First Mate Agency hereby waives any venue or other objection which it may have to any such action or proceeding being brought in any court located in Broward County, Florida. IT IS MUTUALLY AGREED BY AND BETWEEN VIRGIN VOYAGES AND FIRST MATE AGENCY THAT THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THESE TERMS & CONDITIONS.
- B. *First Mate Agency outside the Continental United States, Hawaii and Alaska.* Any disagreement arising out of or related to any First Mate Agency that does not have any offices or locations in the United States of America shall be determined by final and binding arbitration under the Florida International Arbitration Act in accordance with the International Arbitration Rules of the American Arbitration Association (the "AAA"). The arbitration shall be conducted in Broward County, Florida before a single arbitrator. Each party shall bear its own costs and expenses in preparing for and participating in the

arbitration hearing except that each party shall pay one-half of the compensation payable to the arbitrator, one-half of any fees to the AAA and one-half of any other costs related to the hearing proceedings. The arbitration award shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

- C. Equitable Relief. In the event of a claim by Virgin Voyages against a First Mate Agency (either inside or outside of the United States) for equitable relief, including, but not limited to claims for injunctive relief alleging that First Mate Agency breached Section 5 or 6 of these Terms & Conditions, the parties agree that Section 15 (A) shall apply; provided, however, that Virgin Voyages may elect in its sole discretion to initiate any such action or proceeding in the courts of the applicable country wherein First Mate Agency may be alleged to be conducting the activity which is the subject of the lawsuit if the same is deemed necessary and expedient by Virgin Voyages. In the event of any claim by First Mate Agency (either inside or outside of the United States) against Virgin Voyages for equitable relief, Section 15 (A) shall apply.
- D. REGARDLESS OF WHETHER FIRST MATE AGENCY IS WITHIN THE UNITED STATES OR OUTSIDE OF THE UNITED STATES, TO THE FULLEST EXTENT PERMITTED BY LAW, FIRST MATE AGENCY ACKNOWLEDGES AND AGREES THAT NO CLAIM OR ARBITRATION PROCEEDING UNDER THESE TERM AND CONDITIONS SHALL BE JOINED TO ANY OTHER CLAIM OR ARBITRATION PROCEEDING, AND THAT NO CLASS ACTION LAWSUITS OR ARBITRATION PROCEEDINGS SHALL BE PERMITTED. FIRST MATE AGENCY HEREBY EXPRESSLY WAIVES ANY LAW ENTITLING IT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION PROCEEDING.

16. WAIVERS

The failure of Virgin Voyages to at any time require performance or compliance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by Virgin Voyages in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

17. SEVERABILITY

If any one or more of the provisions contained in these Terms & Conditions shall for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding shall not affect the remaining provisions of these Terms & Conditions, which shall be enforceable to the fullest extent permitted by law; provided, if enforcement of the Terms & Conditions in the absence of such provision would be inequitable, the parties agree to negotiate in good faith a reformation matching as nearly as possible the original Terms & Conditions in the absence of the invalid or illegal provision.

18. ASSIGNMENT

These Term and Conditions shall not be assigned, delegated, or sub-contracted by First Mate Agency without the express written consent of Virgin Voyages, and any attempted assignment by First Mate Agency without Virgin Voyages' consent shall be void. Such consent shall not be unreasonably denied. Virgin Voyages may assign these Terms & Conditions, and/or any of its rights hereunder, provided that such assignee shall assume Virgin Voyages' obligations hereunder.

19. NO THIRD PARTY BENEFICIARY RIGHTS

Except with regard to VEL in connection with the enforcement of the terms set forth in Sections 5 and 6 of these Terms & Conditions and as set forth in Section III (d) of Exhibit "A" hereto, these Terms & Conditions are not intended to and shall not be construed to give any third party any interest or rights including, without limitation, any third party beneficiary rights with respect

to or in connection with these Terms & Conditions or any provision contained herein or contemplated hereby.

20. ENTIRE AGREEMENT

These Terms & Conditions and the Virgin Voyages policies and guidelines contained in FirstMates.com, as amended from time to time by Virgin Voyages in its sole discretion, constitute the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, agreements, proposals, representations, statements or understandings, whether written or oral, concerning the subject matter hereof and communications are merged herein and superseded hereby. The terms set forth in these Terms & Conditions shall not be waived, changed or modified in any manner whatsoever, except by a written document duly executed by both parties hereto.

21. LANGUAGE

First Mate Agency acknowledges and agrees that this Agreement is drafted in the English language. L'Agent de Voyages reconnaît et accepte que le présent contrat soit rédigé en anglais.

22. ELECTRONIC DOCUMENTS

First Mate Agency hereby consents to the exchange of information and documents between First Mate Agency and Virgin Voyages over the internet, including but not limited to within FirstMates.com and by email, and that these Terms & Conditions in electronic form shall be the equivalent of an original written paper agreement between First Mate Agency and Virgin Voyages. First Mate Agency further agrees that all agreements, notices, disclosures and other communications that Virgin Voyages provides to First Mate Agency electronically satisfy any legal requirement that such communications be in writing.

23. UPDATES AND EMPLOYEE COMPLIANCE

Virgin Voyages, in its sole discretion, may, in whole or in part, unilaterally modify, alter, terminate, restate, amend, or modify (individually and collectively "Update") these Terms & Conditions or any policies or guidelines applicable to First Mate Agency and that are added to, or contained in FirstMates.com. Updates will become effective immediately unless otherwise specified therein, and shall be effective as to all voyages booked via FirstMates.com after the effective date of such Updates, as determined by Virgin Voyages in its sole discretion. Updates may, in Virgin Voyages' sole discretion, also be communicated by internet publication and/or mailed, or e-mailed to the last known email address of First Mate Agency. First Mate Agency shall be responsible for reviewing these Terms & Conditions, and all applicable guidelines and policies contained in FirstMates.com, from time to time to ensure that First Mate Agency and its employees are familiar with the most recent versions and are in compliance with the same.

24. DATA PROCESSING REQUIREMENT FOR FIRST MATE AGENCIES LOCATED IN THE UNITED KINGDOM (UK), NEW ZEALAND, AND CANADA ONLY

THIS SECTION SHALL APPLY TO FIRST MATE AGENCIES LOCATED IN THE UK, NEW ZEALAND, AND CANADA ONLY AND SHALL NOT APPLY TO FIRST MATE AGENCIES IN ANY OTHER LOCATION. FIRST MATE AGENCIES LOCATED IN THE UK, NEW ZEALAND, AND CANADA THAT CLICK THE "I ACCEPT" BUTTON ON THE FIRSTMATES.COM REGISTRATION PAGE THEREFORE ALSO EXPRESSLY ACCEPT THE TERMS SET FORTH IN THIS SECTION 25.

For the purposes of this Section, the following terms have the following meanings: The terms "**personal data**", "**controller**", "**processor**", "**processing**", "**data subject**" and "**supervisory authority**" shall have the meanings ascribed or equivalent to them under the Data Protection Laws, and Regulation (defined below), as applicable.

"**Data Breach**" means any unauthorized or unlawful processing, disclosure of, or access or prevention

of access to, Personal Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Personal Data.

"Data Protection Law" means the following laws: (i) the Regulation; and (ii) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), together with:

- (i) any guidance, directions, decisions, determinations, codes of practice, orders, notices or demands issued by any supervisory authority;
- (ii) any other applicable data privacy or data protection laws or regulations; and
- (iii) any associated binding judgments of any competent tribunal, regulatory body, or court of law, each as applicable and as amended, supplemented, substituted or replaced from time to time.

"Personal Data" means, all personal data in whatever form or medium which is processed by, or on behalf of, First Mate Agency in connection with these Terms & Conditions, including, but not limited to all personal data of Sailors.

"Regulation" means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Virgin Voyages and First Mate Agency hereby agree that for the purposes of these Terms & Conditions and each party's processing of the Personal Data in connection with these Terms & Conditions, First Mate Agency acts as a controller, or as the case may be, a data processor on behalf of Virgin Voyages. This Section documents First Mate Agency's obligations in both its capacity as controller and processor.

A. To the extent First Mate Agency processes personal data pursuant to or in respect of these Terms & Conditions, First Mate Agency shall:

- i. only process the Personal Data for the purpose of performing its obligations and exercising its rights under these Terms & Conditions and in any event in compliance with its obligations under Data Protection Law, including responding to any requests or inquiries regarding its processing of the Personal Data received from any data subject or supervisory authority;
- ii. maintain all appropriate technical and organizational measures to ensure security of the Personal Data including protection against unauthorized or unlawful processing (including, without limitation, unauthorized or unlawful disclosure of, access to and/or alteration of Personal Data);
- iii. ensure that all staff, employees or contractors who may have access to, or are authorized to process Personal Data are bound by appropriate obligations of confidentiality at least as protective as those set out in these Terms & Conditions or are under appropriate statutory obligations of confidentiality;
- iv. act reasonably in providing such information and co-operation as Virgin Voyages may request to enable Virgin Voyages to comply with its own obligations under Data Protection Law in relation to the processing of the Personal Data;
- v. notify Virgin Voyages upon receipt of any request or complaint received from a data subject that relates to the processing of Personal Data by Virgin Voyages in connection with these Terms & Conditions and shall only respond to such request or complaint to acknowledge receipt of the same and direct the relevant data subject to contact Virgin Voyages (or such other response as Virgin Voyages may authorize in writing);
- vi. promptly (and in any event within 24 hours of first becoming aware) notify Virgin Voyages and provide details of any Data Breach occurring in the course of its own processing of the Personal Data to the extent such processing relates to these Terms & Conditions and shall co-operate with Virgin Voyages in respect of any

- communications or notifications to be issued by Virgin Voyages to any data subjects and/or supervisory authorities in respect of the Data Breach;
- vii. provide Virgin Voyages with reasonable details of any inquiry, complaint, notice or other communication it receives from any supervisory authority relating to its own processing of the Personal Data to the extent such processing relates to these Terms & Conditions and provide reasonable co-operation to Virgin Voyages in respect of the same;
 - viii. not transfer any Personal Data outside the EEA (including to Virgin Voyages) without appropriate safeguards in place as required by Data Protection Law; and accordingly;
 - ix. if located in the UK, comply with, and accepts, the terms and conditions set forth in the data processing agreement attached hereto as Exhibit "A," as the same may be amended from time to time by Virgin Voyages in its sole discretion.
- B. In addition, to the extent that First Mate Agency processes Personal Data pursuant to or in respect of these Terms & Conditions as a data processor, First Mate Agency shall, as applicable:
- i. only process the Personal Data on the written instructions of Virgin Voyages or as required by Data Protection Laws, or any EU or member state law of which First Mate Agency shall notify Virgin Voyages before processing any Personal Data (unless prohibited by that law from doing so);
 - ii. assist Virgin Voyages by maintaining appropriate technical and organizational measures for the fulfilment of First Mate Agency's obligation to respond to requests for exercising of data subject rights (including access requests) set out in Data Protection Law;
 - iii. on reasonable request, provide to Virgin Voyages, and/or its authorized representatives or auditors, all information required by Virgin Voyages and/or allow for and contribute to audits and inspections to assess First Mate Agency's compliance with Data Protection Law;
 - iv. promptly (and in any event within 24 hours of becoming aware) notify Virgin Voyages in writing of any Data Breach and shall provide Virgin Voyages with reasonable assistance in investigating and responding to such Data Breach;
 - v. within thirty (30) days of termination or expiry of these Terms & Conditions at the option of Virgin Voyages either destroy or delete all Personal Data or transfer all Personal Data to Virgin Voyages or a nominated third party (in a format and by a method agreed mutually) other than to the extent that such Personal Data's ongoing retention is required by Data Protection Law and only for such period as required by Data Protection Law;
 - vi. notify Virgin Voyages in writing, as soon as reasonably practicable, if it receives from a data subject a communication, request or complaint which relates to the processing of the Personal Data by First Mate Agency on behalf of Virgin Voyages or to either party's compliance with the Data Protection Law (save to the extent that such notification is prohibited by the relevant applicable laws) and, in each case, provide a copy of any such communication, request or complaint;
 - vii. participate in, and provide reasonable assistance with a data protection impact assessment or prior consultation under Data Protection Law in respect of any new type of processing proposed by Virgin Voyages; and
 - viii. not appoint any third party processors under these Terms & Conditions without Virgin Voyages' prior written consent. First Mate Agency confirms that, where Virgin Voyages consent has been obtained, it will enter into with the third party processor, a written agreement incorporating terms which are no less onerous to those set out in this

Section. As between Virgin Voyages and First Mate Agency, First Mate Agency shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Section, including with regards to international transfers of data.

First Mate Agency agrees that Virgin Voyages shall have a perpetual, royalty free and irrevocable right to use, modify, adapt, enhance, store, copy, exploit, license or otherwise deal with all Personal Data (and any other data relating to Sailors) made available to it by First Mate Agency pursuant to or in respect of these Terms & Conditions, for any purpose, subject to applicable law.

25. CODE OF CONDUCT COMPLIANCE

First Mate Agency and its personnel shall at all times comply with Virgin Voyages' Supplier Code of Conduct (the "Code"), located at <https://www.virginvoyages.com/suppliers>. Upon Virgin Voyages' request, First Mate Agency and its personnel shall certify compliance with the Code.

EXHIBIT "A"
DATA PROCESSING AGREEMENT FOR UK FIRST MATE AGENCY

Virgin Voyages and First Mate Agency (in UK) enter into this Data Processing Agreement to govern the transfer of personal data from First Mate Agency (in UK) to Virgin Voyages (in US) contemplated by the Terms & Conditions.

This DPA incorporates the standard contractual clauses for the transfer of personal data from the Community to third countries appended to Commission Decision 2004/915/EC (controller to controller), amended as indicated in this DPA.

Definitions

For the purposes of this DPA:

- (a) unless otherwise expressly provided, capitalised expressions shall have the meanings ascribed to them in the Terms & Conditions;
- (b) **"supervisory authority/authority"** shall mean the competent data protection authority in the territory in which the data exporter is established;
- (c) **"personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", and "data subject"** shall have the same meaning as in Directive 95/46/EC of 24 October 1995;
- (d) **"the data exporter"** shall mean the controller who transfers the personal data;
- (e) **"the data importer"** shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of this DPA and who is not subject to a third country's system ensuring adequate protection.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of this DPA.

I. Obligations of the data exporter

The data exporter warrants and undertakes that

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under this DPA.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of this DPA to data subjects who are third party beneficiaries under clause III, unless this DPA contains confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a

decision of the authority regarding access to the full text of this DPA by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of this DPA to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that

- (a) It will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into this DPA, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under this DPA, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in this DPA.
- (e) It will identify to the data exporter a contact point within its organization authorized to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) It has the financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage) and, upon reasonable request from the data exporter, the data importer will provide a written confirmation of such fact from a director or officer.
- (g) If the data exporter has reasonable grounds to believe that the data importer is in breach of its obligations under this DPA, upon reasonable request of the data exporter, the data importer will adduce such documentation as is reasonably necessary (in the data importer's opinion) for the data exporter to ascertain its compliance with this DPA. If data importer fails to produce such documentation within 30 calendar days of such request, upon reasonable and further request of the data exporter, data importer will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by any independent or impartial inspection agents or auditors, selected by the data exporter (and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in this DPA, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:

- (i) the data protection laws of the country in which the data exporter is established, or
- (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/ 46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorization or decision pertains, but is not covered by such authorization or decision for the purposes of the transfer(s) of the personal data, or
- (iii) the data processing principles set forth in Annex A. Data importer to indicate which option it selects:

_____ (iii) _____

Initials of data importer: Virgin Voyages, as data importer, confirms its selection of option (iii) above.

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless:
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to a data processing agreement containing obligations on such third party data controller which are substantially similar to those set out in this DPA or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. Liability and third party rights

- (a) Subject to clauses set forth herein below, each party shall be liable to the other party for damages it causes by any breach of this DPA. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. This DPA does not limit or exclude any liability which may not be excluded or limited under applicable law.
- (b) In no event shall either party be liable for any consequential, special, indirect, incidental, exemplary or punitive damages arising from or relating to this DPA, including but not limited to, lost profits or revenues, even if made aware of the possibility of such damages. Further, in no event shall the data importer's total, aggregate liability under or in connection with this DPA exceed £25,000 (twenty-five thousand pounds sterling). DATA EXPORTER AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM THAT DATA EXPORTER MAY HAVE AGAINST DATA IMPORTER WHICH ARISES OUT OF OR IS RELATED TO THIS DPA MUST BE FILED BY DATA EXPORTER WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.
- (c) Each party shall be liable to data subjects for damages it causes by any breach of third party rights under this DPA. This does not affect the liability of the data exporter under its

data protection law.

- (d) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations with regard to his personal data, and accepts jurisdiction for this purpose **in** the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under this DPA (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to this DPA

This DPA shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under this DPA, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that
- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with this DPA would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under this DPA;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has

been a breach of this DPA by the data importer or the data exporter; or

- (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate this DPA, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate this DPA.
- (c) Either party may terminate this DPA if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/ 46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/ 46/EC (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of this DPA at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under this DPA as regards the processing of the personal data transferred.

VII. Variation of this DPA

The parties may not modify this DPA except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer.

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information that they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required.

Annex B may, in the alternative, be drafted to cover multiple transfers.

IX. First Mate Agency as processor

Where and to the extent First Mate Agency acts as data processor on behalf of Virgin Voyages:

- (a) references in this DPA to data exporter as "controller" shall be deemed amended to data exporter as "processor" and this DPA shall apply mutatis mutandis;
- (b) the following additional clauses shall be deemed added as obligations or me aata exporter to clause 1:
 - "(f) It will promptly notify Virgin Voyages if it is unable to comply with the written instructions of Virgin Voyages referred to in section 24(B)(i) of the Terms & Conditions, in which case, Virgin Voyages is entitled to suspend the transfer of data and/or terminate the contract.
 - (g) In the event of subprocessing:
 - (i) It confirms that it has previously informed Virgin Voyages and obtained its p rior written consent in accordance with section 24(B)(viii) of the Terms & Conditions.
 - (ii) It will make available to the data subjects upon request a copy of any subprocessor agreement unless the subprocessor agreement contains commercial information, in which case it may remove such commercial information.
 - (iii) It will send promptly a copy of any sub-processor agreement it concludes to the data

importer."

X. Consequential changes: United Kingdom ceases to be a member of the European Union

For the avoidance of doubt, the definition of "Data Protection Law" in Section 24 of the Terms & Conditions includes the UK Data Protection Act 2018. If at any time after the UK ceases to be a Member State of the European Union (a "Brexit Event") then the parties agree that: (i) the reference to the EEA in Section 24(A)(viii) of the Terms & Conditions shall be deemed to also include a reference to the United Kingdom; (ii) references in Section 24(B)(i) of the Terms & Conditions to EU or member state law shall be deemed to also include a reference to United Kingdom law; (iii) the reference to the EEA in clause II(i) of this DPA shall be deemed to also include the United Kingdom; (iv) the reference to EU in clause II(i)(ii) of this DPA shall also include the United Kingdom; and (v) the text "or any equivalent decision of a regulatory or supervisory authority in t he UK" shall be deemed inserted after "(or any superseding text)" in clause VI(c)(i) of this DPA. First Mate Agency shall take such further steps and provide such further assistance as may be reasonably requested by Virgin Voyages in respect of a Brexit Event to ensure that personal data is processed by the parties pursuant to the Terms & Conditions and the DPA in compliance with applicable law and regulation. For the avoidance of doubt a Brexit Event shall not relieve a First Mate Agency of any obligations under the Terms & Conditions or this DPA.

Annex A

Data Processing Principles

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorized by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organizations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organization may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to 'opt-out' from having his data used for such purposes.
8. Automated decisions: For purposes hereof 'automated decision' shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a)
 - (iv) such decisions are made by the data importer in entering into or performing a contract with the data subject, and



- (v) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties;
or
- (b) where otherwise provided by the law of the data exporter.



Annex B

Description of the Data Transfer

DATA SUBJECTS	<p>The personal data transferred concern the following categories of data subjects:</p> <p>First Mate Agency, as data exporter, may submit Personal Data to Virgin Voyages to include, but not be limited to, Personal Data relating to the following categories of data subjects:</p> <ul style="list-style-type: none">• Prospective customers and customers (i.e., “Sailors”); <p>First Mate Agency's employees, suppliers, contractors, service providers or business contacts.</p>
PURPOSES OF THE TRANSFER	<p>The transfer is made for the following purposes:</p> <ul style="list-style-type: none">• allowing data subjects to purchase Virgin Voyages' products and services;• allowing data subjects to purchase products and services ancillary to Virgin Voyages' products and services e.g. excursions operated by third parties• maintaining and improving Virgin Voyages' products and services• marketing Virgin Voyages' products and services customer service
CATEGORIES OF DATA	<p>The personal data transferred concern the following categories of data:</p> <p>First Mate Agency may submit Personal Data to Virgin Voyages which may include, but is not limited to the following categories of Personal Data:</p> <ul style="list-style-type: none">• First and last name• Physical home address• Email address• Passport information (number, expiration date)• Purchase history



<p>RECIPIENTS</p>	<p>The personal data transferred may be disclosed only to the following recipients or categories of recipients:</p> <p>Employees and contractors of Virgin Voyages</p> <p>Certain processors of personal data, vendors, service providers or suppliers of Virgin Voyages including but not limited to Cybersource Corp. and Shoreside excursion operators</p> <p>To the extent applicable, regulators and governmental bodies</p>
<p>SPECIAL CATEGORY DATA (where applicable)</p>	<p>The personal data transferred concern the following categories of special category data:</p> <p>Health data</p>
<p>DATA PROTECTION REGISTRATION INFORMATION OF DATA EXPORTER (where applicable)</p> <p>Please refer to the relevant national data protection authority for notification / registration details. Further information will be provided on request.</p>	<p>UK First Mate Agencies</p> <p>Please refer to the UK Information Commissioner's Office Register of Fee Payers for UK First Mate Agency's registration details.</p>
<p>ADDITIONAL USEFUL INFORMATION (e.g. storage limits)</p>	<p>Virgin Voyages does not receive the data subject's unencrypted credit card information. Virgin Voyages employs CyberSource online credit gateway to anonymise and encrypt credit card information. Credit card information is transmitted to CyberSource Corp. and is instantaneously anonymised and encrypted through automated means.</p> <p>The anonymised and encrypted information is instantaneously transmitted to Virgin Voyages by CyberSource Corp. through automated means to be stored for future payments.</p>

Contact points for data protection enquiries

Data exporter:

The contact details provided by First Mate Agency to register as a First Mate Agency via



FirstMates.com shall serve as the data exporter's contact details for data protection enquiries.

Data importer:

Virgin Cruises Intermediate Limited
1000 S. Pine Island Road
Suite 600
Plantation
Florida 33324

