

1. EMPLOYMENT TERM, PROBATION, SAILING ASSIGNMENTS/ACTIVE SERVICE

A. The terms and conditions of this SEA extend to any period in which you are in active service sailing on a ship in an officer or crewmember capacity (the Employment Term). Although vacation and leave periods must be approved and agreed to by us, you are not in the service of us or any of the ships owned by our affiliates during vacation or leave periods or while you are in transit to or from any ship (except for the purpose of a ship substitution as set forth in Section 9(E)).

B. From time to time, and at our sole discretion, you may be advised (either verbally or in writing) of sailing assignments. You will have fifteen days to accept the new assignment. Unless we tell you otherwise, the Annual Wage will be the same as during the immediately preceding sailing assignment. While sailing assignments will generally extend for three months, we may decide to make them shorter or longer. Sign-On Date and Sign-Off Date are also subject to change based upon the needs of the ship.

C. The ships to which you will be assigned are Holland America Line cruise vessels operating primarily from ports in the United States, Europe, Canada, various Caribbean nations, South America, Australia and New Zealand, on consecutive cruises each of up to one month duration. The ships may be operated from other ports located throughout the world and on cruises of more than one month duration.

2. PHYSICAL EXAM

A. Employment with us is subject to, and conditioned upon, you obtaining a pre-employment medical examination (PEME), including the tests, findings and examinations required by the flag state and by our Medical Department, followed by examinations at least every two years thereafter or as determined by our Medical Department with physicians acceptable to us. Prior to the initial sailing assignment, you will have to present us with evidence that you have within the last twelve (12) months had a physical examination that meets the PEME standards. The PEME examination must include those tests and procedures that we require, including reports related to the PEME, and must conclude that you are in good health, fit for performance of shipboard duties and otherwise satisfy the health criteria we have established. Your PEME will be reviewed by our Seattle Medical Department prior to your sailing assignment. We will pay up to US\$90.00 for the first PEME examination and any additional PEME examinations or additional tests will be paid for by you in accordance with Company policy, unless otherwise agreed to by us. Unless advised otherwise by the ship's Medical Department, it is your responsibility to retrieve examination results upon disembarkation from the ship following conclusion of your sailing assignment. If these results are not provided by you at embarkation on future sailing assignments, you may be required to undergo a new examination which will be at your expense.

B. If we do not receive evidence of your physical examination prior to a sailing assignment or if evidence of your physical examination is insufficient or incomplete, as solely determined by our Medical Department, we reserve the right to require you to submit to further physical examinations and/or additional tests. You must be prepared to be vaccinated or take any other health precautions as may be required by us or the health authorities of the countries visited by the ship. In accepting this SEA, you acknowledge and understand that we generally do not provide medical care, reimbursement or any related benefits for (a) preexisting conditions, including those that manifested prior to signing this SEA; (b) medical care for incurable conditions; (c) maintenance medications or monitoring for chronic conditions; (d) conditions caused by your willful misconduct; (e) conditions that were not disclosed or were concealed or misrepresented to us; or (f) conditions arising when you signed off the ship. You are not in the service of us or any of the ships owned by our affiliates until you receive medical clearance from our Medical Department. If you do not receive medical

clearance from our Medical Department, we shall have the right to terminate this SEA without any additional compensation (i.e., repatriation expenses, etc.) as set forth in Section 8.

3. DUTIES

During active service, you will be required to perform those duties which are customary in the industry in respect of your position together with other duties as may be assigned. During active service, you are obligated to devote your entire productive time, ability and attention to your duties and responsibilities under this SEA; accordingly, you may not, directly or indirectly, engage in any other employment or business of any kind whatsoever. Shipboard responsibilities necessarily mean that you will not have fixed hours and may be required to work during nights, on weekends and during holidays on a seven (7) days per week, 70 hours per week basis. You are required to obtain and maintain all certificates, licenses and further qualifications required under applicable law to enable you to perform the duties of your position on the ship to which you are assigned. During active service and whether on board or off the ship, you need to:

- A. obey all lawful commands of any officer of the ship ranking above you;
- B. not engage or participate in illegal actions, misconduct or rowdiness, become intoxicated, or jeopardize the safety of the ship, its passengers or crew. **For these purposes, if you are injured at any time during which you are intoxicated (blood alcohol level in excess of 0.04%) or under the influence of narcotics or other controlled substances, the injury will be assumed to have resulted from your willful misconduct;**
- C. not violate any of our established policies or procedures that have been communicated to you and which are generally applicable to Company or ship personnel (whether now existing or adopted by us in the future);
- D. not act in a negligent or reckless manner or, except as the consequence of a lawful order, do any act or take any action that is either discourteous or annoying to people on board or off the ship;
- E. not engage in any conduct that would be construed under the laws of the United States of America as constituting discrimination or harassment on the basis of race, sex, religion, age, national origin, creed, color, disability, marital status or sexual orientation;
- F. not solicit or accept any remuneration from our suppliers or vendors;
- G. not solicit or, in the case of ship officers, solicit or accept, remuneration from any passengers;
- H. unless you first have received our consent, not make any purchase on our behalf or pledge the credit of the Company;
- I. fully obey all rules and regulations of the ship's registry;
- J. timely return to the ship in each port so as not to delay any sailing;
- K. defer to passengers with respect to access to tenders, public rooms and facilities;
- L. settle your ship accounts before the end of each sailing assignment;
- M. not use or possess, either on or off the ship, nor bring on board the ship, any narcotics or other controlled substances, or any firearms or other weapons;

N. not make disparaging statements or remarks regarding Holland America Line or any Holland America Line ship, nor make statements or remarks that could be construed as promoting the business or services of any other cruise line; and

O. not attend parties in any passenger cabin or with passengers off the ship, or socialize with any passenger in any cabin (passenger or crew) or off the ship or invite or permit passengers to enter your cabin for a party or for socializing of any nature.

4. COMPENSATION

A. Base Wages:

1. Your Base Wages equals your Annual Wage plus any additional amounts payable to you, or minus any reductions provided for, under this Section 4(A)(1). Your Annual Wage shall not be subject to increase or decrease during a calendar year based on your days of service so long as your actual days of service during that calendar year are within the range of 173-193 days (“Annual Sailing Period”). Your Base Wages may be adjusted as follows:
  - a. If during a calendar year, your days of service exceed the Annual Sailing Period range, then you shall be additionally paid your Daily Wage for each additional day of service. As used in this SEA, Daily Wage refers to the Annual Wage divided by 365.
  - b. If during a calendar year, your days of service are less than your Annual Sailing Period range, then you shall have deducted from your Annual Wage an amount equal to your Daily Wage for each deficit day of service. This paragraph shall only apply if you failed or refused to accept a sailing assignment from the Company that, had it been accepted, would have resulted in your days of service being within or in excess of your Annual Sailing Period range.
  - c. Days voluntarily worked by you as an onboard trainer during periods other than your normal sailing assignments shall not be considered for purposes of determining your actual days of service in relation to your Annual Sailing Period under paragraph (a) or (b) above of this Section 4(A)(1). As days working as an onboard trainer are days that you would normally be on leave, your Annual Wage shall not be increased in respect of such days but instead you shall receive, in addition to your Annual Wage, supplemental pay equal to your Daily Wage plus 10% for each day serving as an onboard trainer.
2. If you entered into this SEA after January 1<sup>st</sup> of a year and you were not previously subject to a Seagoing Employment Agreement providing for an Annual Wage, then you will not have an Annual Sailing Period until the first full calendar year immediately after you entered into this SEA. Accordingly, paragraphs (a) and (b) of Section 4(A)(1) above will not apply to the initial partial calendar year and instead your Annual Wage for that period will be your Daily Wage multiplied by the number of days in that partial calendar year.
3. Unless otherwise agreed by us, Base Wages are payable on board (during active service) or mailed to your residence (during leave periods) on or about the tenth day of the month following the month in which they were earned. During active service and subject to company policy, you may be permitted to draw between normal payment dates some or all of the Base Wages you have actually earned. All on board draws are paid in U.S. Dollars. If Your Base Wages are calculated in a currency other than U.S. Dollars, the amount of your on board draw will be converted to that currency based on the market-determined exchange rates being used by the

Company at that time. You are not entitled to overtime pay. You are also not entitled to any additional compensation attributable to the operation of the ship in any area (such as a war zone or other area in which hostilities are occurring). In our discretion, we may provide you with bonus or other additional compensation. We may deduct from Base Wages any taxes or other impositions required to be withheld under applicable law. We may also deduct from Base Wages the amount of any Risk Benefit or Plan costs or other deductions for which you may be required to pay.

B. **Lodging/Meals:**

During active service, we will, without charge, provide you with a cabin of our choice and meals in the officer/crew (as appropriate) dining facilities.

C. **Leave Accrual:**

1. Leave pay is consolidated into the Annual Wage. Your wage payments shall continue during your leave. Except for days as to which your Annual Wage is reduced under Section 4(A)(1)(b) above and for sick leave days, all days of a calendar year that are not days of service shall be leave days. In addition, since you are receiving additional pay for days as to which you receive the onboard training surcharge under Section 4(A)(1)(c) above, and for days working in excess of your Annual Sailing Period under Section 4(A)(1)(a) above, those days are counted as leave days for the purpose of determining your remaining leave entitlement.
2. You shall earn one leave day for every day of service excluding:
  - a. days as to which you are receiving the onboard training surcharge under Section 4(A)(1)(c) above,
  - b. days as to which you are paid under Section 4(A)(1)(a) above in excess of your Annual Sailing Period, and
  - c. sick leave days.
3. To the extent that applicable law requires that you receive vacation holiday with pay and/or annual paid leave in lieu of public holidays, you agree that a portion of the time between sailing assignments will be considered vacation holiday and paid leave to the extent of the number of days required for such under applicable law and further that the pay received during leave periods, will be considered pay received by you with respect to those days. Notwithstanding any vacation or holiday allowance that is paid, you are not in the service of us or any ship owned by any of our affiliates during vacation or leave periods.

D. **Required Training and Meetings**

You may be required by us to attend training courses or management meetings to meet operational or legal requirements. Training and meeting days are considered days of service for purposes of Section 4(A)(1). You will be reimbursed your reasonable travel and accommodation expenses that are within the limits of, and documented as required by, our applicable policies.

5. **SEAGOING BENEFIT PLANS**

We may, but are not obligated to, make one or more of the following insurance plans available to you and, in some cases, your dependents: Life, Accidental Death & Dismemberment,

Comprehensive Medical (as a supplement to the general medical benefits provided while on board the ship), Dental and Short-Term Disability (each one of these is referred to in this SEA as a Plan). We reserve the right to determine and change the terms and conditions of each Plan. A Plan may require a waiting period prior to various coverages becoming effective and may further require that you pay all or part of the premium as to certain coverages, some of which may be optional. If you decide to enroll in one or more of the Plans that are offered to you, you must complete a Medical/Dental/Short Term Disability Enrollment/Change Form. You will be required to pay a monthly fee for participation in such Plans. Provided your participation fee is paid and current, benefits coverage will continue during all vacation and leave periods (including medical leave). Eligibility for benefits coverage will end when you are terminated, when you decline a contract when you are able to work, or when you resign.

6. LEAVE PERIODS

Periods between active service/sailing assignments will be considered paid Company approved leave periods. We can extend leave periods, which may be paid or unpaid, but that decision will be made in our sole discretion. For these purposes, we are not required to treat all employees the same, even though they have similar jobs. During approved leave periods, you are not subject to automatic recall and we have no authority to demand your return. However, pursuant to Company policy, if you fail to voluntarily agree to a recall request upon seven (7) days notice, you will generally be ineligible for future sailing assignments. If you receive an executed SEA for a future sailing assignment during a leave period, we reserve the right in our sole discretion to terminate that new SEA at any time prior to your sign-on without any additional compensation (i.e., repatriation expenses, etc.) as set forth in Section 8.

7. DISEMBARKATION

We are not required (even on termination of the Employment Term) to let you disembark from the ship other than while the ship is in home port during a scheduled docking.

8. TERMINATION

The Employment Term will automatically terminate upon your death or resignation. Your employment with us under this SEA is “at will.” “At will” is defined as allowing either the employer or employee to terminate this SEA at any time, for any reason permitted by law, WITH or WITHOUT cause and with or without notice. In addition, the first ninety (90) days of your employment with us is considered a probationary period. Any termination WITHOUT CAUSE by either you or us requires at least thirty (30) days prior notice except that during the probationary period, only seven (7) days notice is required.

If we terminate this SEA WITHOUT cause, you will be repatriated at our expense and receive your pay for leave days not taken, if any. No further Base Wages shall be due.

If we terminate this SEA WITH cause or you terminate this SEA WITH or WITHOUT cause, or as a consequence of your death or resignation, then, to the extent permitted by applicable law, you will receive your pay for leave days not taken, if any, but no further Base Wages will be paid and, except in the event of death, all costs of repatriation will be your responsibility. “Cause” will exist if the other party fails to satisfy its obligations under this SEA. In addition, we will have “cause” under the circumstances explained in Section 9(B) or if you: (a) act incompetently; or (b) decline a sailing assignment or fail to timely notify us as to whether you will accept or decline the assignment.

Once the Employment Term ends, for any reason, you will have no claims against us or the ship for any damages or compensation other than for accrued wages and benefits.

9. MISCELLANEOUS

A. Applicable Law; Integration and Amendment; Collective Bargaining Agreement; Arbitration; Waiver

Your employment may be subject to the terms and conditions of a Collective Bargaining Agreement in which event such agreement, including any terms which establish rates for maintenance payments, shall be binding on you and us as though fully incorporated herein.

Any disputes whatsoever relating to or in any way arising out of this Agreement or your service onboard a ship, including but not limited to wage disputes, property damage, personal injury, death or any other claim, shall be governed exclusively by the laws specified in the applicable Collective Bargaining Agreement or government-mandated contract. In the absence of any such Agreement or specification, such disputes shall be governed in all respects by the Laws of the British Virgin Islands. You hereby agree, on behalf of yourself and your successors, assigns, heirs, dependents or representatives, that any disputes shall be arbitrated, if at all, exclusively according to the terms specified in any applicable Collective Bargaining Agreement or government-mandated contract. **In the absence of such Agreement, terms or contract, all such disputes no matter how described, pleaded or styled, shall be resolved 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, exclusively in your country of citizenship or, if your home country is not a party to the Convention, then in Seattle, Washington.**

This SEA is the entire agreement between you and us relating to your employment on the ships; it supersedes and replaces all prior agreements and understandings relating to this subject. This SEA may be modified or amended only with the written consent of both you and us. Any waiver under this SEA by either you or us will only be effective if in writing. Consequently, a waiver will not be implied if you or we do not insist upon strict performance of this SEA or if you or we fail to exercise a right or remedy that otherwise exists.

B. False Statements

If you made or make any false or misleading statement to us concerning your health, criminal record or circumstances of your former or present employment, this will constitute cause for termination of the Employment Term. You acknowledge that terminating the Employment Term under these circumstances will cause us to suffer damages, the exact amount of which may not be able to be calculated with any certainty. Consequently, you agree that we will be entitled to collect from you liquidated damages in an amount equal to all costs incurred by us in securing your employment, including, but not limited to, all transportation costs for you, together with all resulting medical costs, which amount may be deducted from amounts that you are then owed.

C. Agency

The Company acts as agent for the owners and/or charterers of various Holland America Line ships owned or chartered by one of our affiliates. Any rights and protections we have under this SEA also extend to the owners and charterers as well as the ships themselves. Ships may be added or deleted, and the identity of owners and/or charterers may change, at our sole discretion.

D. Transportation

We will provide you coach class air or ground transportation from the major international airport nearest your place of residence to the place of sign-on and upon successful completion of each sailing assignment (subject to Section 8) return air or ground transportation from the place of sign-off to the major international airport nearest your place of residence. We will select the transport provider and routing for your transportation. We will provide overnight lodging and reasonable meal allowance if required enroute to or from the ship.

E. **Ship Substitution**

Without changing the compensation to which you are entitled under this SEA, we reserve the right to transfer you to a different ship at any time, from time to time, during the Employment Term. In such event, we will pay for the transportation costs to the substitute ship; the terms and conditions of the SEA shall continue in full force and effect in all other respects.

F. **Marine Regulations/Conduct/Cruise Privileges/Dress Code/eFleet**

We will provide you with laundry, pressing and bar services at crew tariffs on board your assigned ship. Officers may request to bring a spouse, friend or child on board in accordance with our Cruise Privileges: Spouse, Partner, Friend and/or Children On Board Policy. You are required to dress and act in a professional manner at all times and to abide by the Company's Marine Regulations, Marine Operations Manuals, Safety Management System, House Rules and Uniform Policy governing these rules. All of these requirements, together with any other information that is relevant to your employment, including that information which we are required to provide you in accordance with applicable law, is available to you on [www.welcome2hal.com](http://www.welcome2hal.com) or on eFleet.

G. **Baggage**

Your checked baggage may not exceed 30 kg unless the airline permits you to check additional baggage at no additional cost. You are responsible for any costs associated with excess baggage. We do not accept any responsibility for the damage or loss of personal belongings while enroute to or from the ship or while on board the ship.

H. **Documentation Requirements and Address**

You are responsible for securing all proper documentation. Documentation generally consists of:

- a valid passport with visa, if required,
- current vaccination and inoculation certificate, if required,
- Seaman's book, if required,
- physical examination in accordance with Section 2A, above,
- all documentation required by the International Convention on Standards of Training, Certification and Watchkeeping (STCW).

Please direct all communications or questions related to this SEA to Director, Human Resources, Seagoing Personnel, Holland America Line, 300 Elliott Ave. West, Seattle, Washington 98119, U.S.A.

I. **Photo/Video Permission and Release**

We periodically select sailings during which we have photographers take films and/or still pictures for use in our marketing efforts. These marketing efforts customarily include videos and photographs for travel agents and others in the travel industry, videos for prospective passengers, television commercials, training films, home videos, brochures and other printed materials. The

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films and/or pictures may be used by us, by our affiliates, by travel agents or by other third parties to promote and market our and our affiliates' products by any means, methods and/or technologies that now exist (including, for example, over the Internet) or are developed in the future. You agree to give us and our affiliates, employees, agents and contractors permission to include you in film footage and photographs being taken for use as described above. You understand that the footage and photographs may show you together with other persons. You understand that by giving this permission, you are waiving any right you may have to subsequently pursue legal action against us and our affiliates, employees, agents, contractors and any third parties to which we have provided the videos or photographs based upon or as a result of your inclusion in the footage or photographs including, for example, actions based upon defamation, libel, slander, invasion of privacy or infliction of emotional distress. You understand that the footage and photographs may be copyrighted, sold, reused, adapted, broadcast, displayed, exhibited, projected, modified, published and/or republished. You understand that you are not entitled to royalties or other compensation and further that you have no right to review the videos or photographs or any use that is made of them. All rights that you are granting shall be considered worldwide, irrevocable, perpetual and assignable.