

Market Research Conditions – Carnival UK Ltd. (“the Company”)

1. General

- 1.1. Unless otherwise agreed in writing, these Market Research Conditions (“**Conditions**”) apply exclusively to each purchase of the Services by the Company from you (“**the Provider**”) (together “**the Parties**”). These Conditions prevail over any other terms and conditions, which may be contained in Provider’s quotation, proposal, catalogue, price list, order acknowledgement or any other document or correspondence of Provider. These Conditions shall apply exclusively to the provision of Services unless otherwise agreed in writing and except to the extent that they may be inconsistent with any special conditions incorporated in the Commissioning Letter (the “**Letter**”). These Conditions together with the Letter, form the “**Contract**”.
- 1.2. Capitalised terms used within the Letter shall have the same meaning within these Conditions unless otherwise provided.
- 1.3 The headings in these Conditions are included for ease of reference only and do not affect their interpretation or construction.

2. Services

- 2.1. The quantity, quality and description of the Services will be as specified or referred to in the Letter.
- 2.2. Provider warrants that the Services shall be performed with all due skill, care and diligence, by appropriately qualified and trained personnel and to such standard of high quality and performance as it is reasonable for the Company to expect from a fully qualified and experienced provider of the Services

3. Performance

- 3.1. The Provider will perform the Services on the date(s) or within the period(s) stated in the Letter.
- 3.2. If the Services are to be performed by instalments the Contract will be treated as a single Contract and not severable.
- 3.3. The time of performance of the Services (“**Performance**”) is of the essence of each Contract and if Performance does not occur on the date or within the delivery period stated in the Letter, the Company, without prejudice to any other remedy, may:
 - 3.3.1. in writing, (and without affecting its rights under clause 6) terminate the Contract and the Provider will promptly repay to the Company any part of the Price that it has been paid; or
 - 3.3.2. require the Provider to perform, as soon as possible, sufficient replacement Services which correspond to the Contract.
- 3.4. The Company has the right to reject any Services that do not comply with the Contract. The Company is not to be taken as having accepted any Services until it has had a reasonable time to inspect the results of the Services following Performance, or if later, within a reasonable time after any latent defects in the Services have become apparent.

4. Price and payment

- 4.1. The Price of the Services is that stated in the Letter. All prices are exclusive of Value Added Tax.
- 4.2. No increase in the Price may be made without the prior written consent of the Company. However, the Company recognises that any material alteration to the scope of the Services may result in

changes to the Price and the Company shall not withhold its consent to a reasonable increase in the Price where the Company requires the Provider to deliver additional Services.

- 4.3. The Company will, unless otherwise agreed between the Parties, pay each correct invoice within 60 days of the date of receipt of the invoice.

- 4.4. If any correct invoice is not paid in full when due under clause 4.3, the Provider may charge interest at 2% per annum above the base rate of the Bank of England at the time on all unpaid amounts. The time for payment is not of the essence.

5. Cancellation

- 5.1. The Company may terminate the provision of the Services or any part thereof at any time prior to their scheduled completion date by giving notice in writing to Provider whereupon it shall reimburse Provider for any pre-agreed and verifiable wasted costs in relation to such early termination.
- 5.2. Either party may terminate the provision of the Services forthwith by giving notice in writing to the other party if the other party (i) is in default of any obligation under the Contract and, if the default is capable of remedy, shall have failed to remedy the default within thirty (30) days of written notice requiring its remedy; (ii) repeatedly breaches any of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the parties’ agreement; or (iii) convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 5.3. Termination of the provision of the Services or any part thereof for any reason shall not affect any accrued rights or liabilities of either party nor shall it affect the continuation in force of any provisions of these Conditions which are expressly or impliedly intended to continue in force after such termination.

6. Warranty, Indemnity and Liability

- 6.1. Without affecting any other remedy (whether offered by the Provider or a third party or otherwise), if within six months of Performance it is discovered that the Services performed do not comply with the Contract, then the Company has the right to require the Provider, within thirty (30) days, to remedy any defect in the Services or to re-perform the Services in accordance with the Contract. Alternatively, at the Company’s option, the Company may treat the Contract as repudiated and may require the repayment of the Price, or any part of it, that the Company has paid.
- 6.2. Provider warrants that none of the Materials (as defined in clause 7.1.1) will infringe or misappropriate any intellectual property right, trade secret or other proprietary right of any third party. If notified promptly in writing of a claim that a Material infringes or misappropriates any intellectual property right, trade secret or other proprietary right of any third party, Provider shall indemnify and hold the Company and its officers, directors and employees harmless against all costs, damages, losses and expenses (including reasonable legal fees) arising from such claim. The

Company shall cooperate reasonably with Provider in the defence, settlement or compromise of any such claim.

6.3. Subject to the remainder of this clause 6.3, Provider hereby agrees to indemnify and hold harmless the Company from and against any and all expense, liability, loss or claim (including reasonable legal fees) suffered by the Company and arising in connection with these Conditions, except to the extent that such expense, liability, loss or claim arises solely from the negligence or wilful default of the Company.

6.4. Without prejudice to the Company's obligation to pay the Price, and subject to clause 6.5, the Company's total liability arising from or in connection with these Conditions (whether arising in contract, tort or in any other manner) shall be limited with respect to any one event or series of events to a sum equal to the Price.

6.5. Neither party shall have any liability to the other for any indirect, special or consequential loss or for any loss of profit. Nothing in these Conditions shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence or for damage or liability incurred as a result of fraud or fraudulent misrepresentation.

7. Intellectual Property

7.1. For the purposes of clauses 7 and 8:

7.1.1. "**Materials**" means all material created in relation to the performance of the Services by the Provider, including, but not limited to, drawings, information, questionnaires, records of responses to questionnaires, designs, specifications, formulae, tooling, labels, models, samples, photographs, reports or any other material, matter or information in any and all media; and

7.1.2. "**Intellectual Property Rights**" means all intellectual and industrial property rights of whatever nature throughout the world (including copyright, registered and unregistered design rights, trademark rights, registered and unregistered patent rights, trade secrets and know-how).

7.2. Where the Provider prepares or has prepared any Materials the Provider agrees that all Intellectual Property Rights whatsoever existing in the Materials shall vest in the Company and the Provider hereby assigns to the Company all such rights (whether presently existing or, in relation to copyright and rights in the nature of copyright including without limitation source code and object code for software, to be created in the future).

7.3. Where the Provider engages the assistance of third parties in preparing any Materials it shall ensure that such third parties also assign any such Intellectual Property Rights (whether presently existing or, in relation to copyright and rights in the nature of copyright including without limitation source code and object code for software, to be created in the future) to the Company upon request.

7.4. The Provider shall indemnify and hold the Company harmless for any loss or damage whatsoever suffered by the Company due to any failure by the Provider to obtain any such assignment required by this clause 7.

7.5. The Provider hereby waives and shall procure the waiver of all moral rights conferred on it under the Copyright Designs and Patents Act 1988 in relation to any such Materials which may be individually or jointly held by the Provider or any employees, agents, consultants or other third parties engaged by the Provider.

7.6. Upon expiry or termination of the Contract the Provider will immediately deliver up, or at the sole option of the Company, destroy, any and all Materials of the Company which the Provider has in its possession or control.

7.7. The Provider hereby agrees not to cause or permit anything which may damage or endanger the Materials and/or Intellectual Property Rights of the Company or the Company's title to such, and not to assist or allow others to do so.

7.8. Rights and obligations under this clause 7 shall survive the termination or expiry of the Contract in respect of Materials and Intellectual Property Rights created or discovered during the continuance of the Contract.

7.9. The Provider shall execute all documents and do any other things reasonably necessary or desirable at the request of the Company for further assuring the Company's title to the rights referred to in this clause 7.

7.10. The Company shall be free to use the Materials as it sees fit but it shall not use the Materials in a way which is misleading.

8. Confidentiality

8.1. For the purposes of this clause 8, "**Confidential Information**" means all information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one Party from the other or from a third party, including any information relating to a Party's operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers and business affairs.

8.2. All Confidential Information relating to the Company is passed to and is received by the Provider in the strictest confidence. The Provider shall not use, copy, reproduce, disclose, divulge or grant access to such Confidential Information (which shall include any Materials) to any third party and shall not permit any of its affiliates or any of its or their employees, agents or officers or subcontractors to use, copy, reproduce, disclose, divulge or grant access to such information, except strictly as required in the proper performance of the Contract and, in which event, the Provider shall ensure that all of its employees, agents, officers, or subcontractors are bound by the requirements of this clause 8. For the avoidance of doubt, the restrictions within this clause 8.2 placed on the Provider, its affiliates, employees, officers, agents and subcontractors shall continue to apply to the Materials even where the Company publishes the Materials in whole or in part.

8.3. The Provider shall procure that neither the Provider nor its officers, employees, agents or sub-contractors nor any of its affiliates shall disclose or refer to the terms of the Contract in any public announcement, advertising, publicity or promotional material, or at all, without the prior written consent of the Company.

8.4. Upon termination of the Contract the Provider will immediately deliver up, or at the sole option of the Company, destroy any and all Confidential Information of the Company which the Provider has in its possession or control.

8.5. This clause 8 shall survive the termination or expiry of the Contract, whatever the reason for such termination.

9. Data Protection

9.1. If the Provider processes personal data on behalf of the Company in connection with the Services, the Provider acts as a processor and the Company acts as controller (unless the Letter states otherwise). The Provider will:

9.1.1 process personal data only on documented instructions from the Company and only to the extent necessary to perform the Services;

9.1.2 ensure persons authorised to process personal data are bound by confidentiality;

- 9.1.3 implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
 - 9.1.4 not engage any sub-processor without the Company's prior written authorisation and will impose equivalent obligations on any authorised sub-processor; the Provider remains liable for sub-processors;
 - 9.1.5 not transfer or allow access to personal data outside the UK and/or EEA (as applicable) without the Company's prior written consent and without implementing a lawful transfer mechanism;
 - 9.1.6 notify the Company without undue delay and in any event within 24 hours of becoming aware of any personal data breach and provide all information reasonably required to support investigation, remediation and notifications;
 - 9.1.7 assist the Company, at the Company's cost where appropriate, with data subject requests, security assessments, impact assessments and consultations with regulators, to the extent required by Data Protection Law;
 - 9.1.8 at the Company's option, delete or return all personal data at the end of the Services and delete existing copies unless retention is required by law; and
 - 9.1.9 make available to the Company information necessary to demonstrate compliance and allow for audits/inspections reasonably required by the Company.
- 18.2 The Provider undertakes to enter into the Company's standard Data Processor Agreement on request. If there is any conflict between that agreement and this clause, the Data Processor Agreement prevails for data protection matters.

10. Compliance

- 10.1. The Provider shall fully comply with all relevant economic sanctions, trade embargoes and restrictions, and import and export control laws, as set forth in the terms and obligations accessible at: <https://www.carnivalcorp.com/vendors-suppliers/sanctions-and-trade-control-compliance-clauses/>. These terms and obligations may be revised from time to time. It is imperative that the Provider regularly review the linked content to ensure ongoing full compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of any deliverables and/or Services. A copy of these terms and obligations can be provided by the Company upon request.

Business Partner Code of Conduct

- 10.2 The Provider acknowledges that the Company has established a Business Partner Code of Conduct and Ethics that can be found <https://www.carnivalukgroup.com/business-partner-code-of-conduct-and-ethics/>. The Provider shall fully comply with the requirements set out in the Company's Business Partner Code of Conduct and Ethics and shall use all reasonable efforts to ensure compliance with the same by its employees, sub-contractors, agents and representatives engaged in the supply of any deliverables and/or Services. A failure by the Provider to comply with its obligations pursuant to this clause shall constitute a material breach of this Agreement entitling the Company to terminate this Agreement immediately upon written notice to the Provider.
- 10.3. In connection with the supply of any deliverables and/or the Services, the Provider shall at all times comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015. The Provider acknowledges that the Company publishes a statement pursuant to the Modern Slavery Act 2015 that can be found at <https://www.carnivalukgroup.com/modern-slavery-statement/>. The Provider hereby

confirms its commitment to adopting practices that support the requirements and principles set out in the Company's Modern Slavery Statement.

Anti-Corruption

- 10.5 The Provider represents, warrants, and covenants that it has not and will not take any action that would cause the Company, its affiliates, personnel, or anyone acting on its behalf to violate or be subjected to penalties under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries.
- 10.6 At all times while this Agreement is in effect and for at least two (2) years following its expiration or termination, the Provider shall keep and maintain its books, records and accounts in reasonable detail to accurately, completely and fairly reflect its activities and transactions hereunder, including the recipient and nature of every payment or expenditure in connection with the Provider's performance of this Agreement. The Company or its designee shall have the right at all reasonable times during business hours to inspect and copy the accounts, books and records of the Provider which are in any way related to the Agreement. The Provider shall provide to the Company or its designee any information reasonably required to (a) understand the materials contained in any such books, records and accounts; (b) trace any payments or expenditures in any way related to the Company business; and (c) ensure that the Provider has complied fully with the terms of the Agreement and with the Bribery Act 2010, the FCPA, U.S. commercial bribery laws, related laws, or the applicable anti-corruption laws of other countries, and other applicable laws and regulations.

11. Third Parties

Each Contract will only confer rights and benefits on the Company and the Provider and no third party will acquire any rights or benefits under the Contract or these Conditions.

12. Notices

Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may, at the relevant time, have been notified as the correct address for service of documents. Any notice must be delivered by hand or sent by first class (airmail if overseas) or by recorded delivery post, or by e-mail. E-mail notice is only effective when the recipient acknowledges receipt. E-mail notices to the Company must be sent to legalnotices@carnivalukgroup.com. E-mail notices to the Provider may be sent to the e-mail address stated in the Letter, and if none, any email address of the Provider which the provider has used in relation to the Contract or the Services.

13. Assignment and subcontracting

- 13.1. The Provider cannot, without the Company's prior written consent, assign or transfer any of its rights or obligations under any Contract. The Company may assign or sub-contract all of its rights or obligations.
- 13.2. The Provider may subcontract the performance of its obligations under the Contract only with the prior written consent of the Company and provided that the Provider shall remain liable to the Company for the proper performance of the Contract and any act or omission of any subcontractors.

14. Waiver

Any waiver by the Company of any breach of a Contract by the Provider will not be treated as waiving any subsequent breach of the same or any other provision.

15. Entire Agreement

- 15.1. These Conditions, the Letter, and the documents referred to in them, set out the entire agreement between the Parties and supersede any previous agreements between the Parties relating to the subject matter of these Conditions
- 15.2. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the affected provisions will remain enforceable

The law of England and Wales governs these Conditions, each Contract and any dispute or claim (including non-contractual disputes or claims) arising out or in connection with the same. The Parties agree to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, these Conditions and each Contract.

16. Law and Jurisdiction