

## **SUB-AGENT SALES AND MARKETING TERMS AND CONDITIONS AGREEMENT**

### **WHEREAS**

Mundomar Cruceros S.L., a company incorporated in Spain whose company registration number is B84776731 and whose principal business address is Camino de Húmera 45, Pozuelo De Alarcon, Madrid 28223, Spain ("**Agent**") has been appointed by Virgin Cruises Intermediate Limited ("**Virgin Voyages**"), a Bermuda limited company registered to do business in Florida, USA at 1000 S. Pine Island Road, Suite 600, Plantation, Florida USA 33324, as its general sales agent to promote and sell Voyages to Sub-Agents and the general public in the Territory (the "**Appointment**").

Under the terms of the Appointment, each contracted agency of the Agent must agree to certain terms and conditions in respect of the use and marketing of the VEL Marks and VCIL Intellectual Property (as defined in Section 5 below).

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Agent, Virgin Voyages, and the individual or entity who electronically accepts this Agreement or whose details are set out below ("**Sub-agent**"), hereby agree as follows:

### **1. REPRESENTATIONS AND WARRANTIES**

Sub-agent represents and warrants that:

Sub-agent 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 this Agreement;

Sub-agent has the requisite authority, has taken all necessary corporate actions and is duly authorized, and has all approvals necessary to accept the terms of this Agreement;

Sub-agent, 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;

Sub-agent, 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 Package Travel Directive and European Union General Data Protection Regulation (Regulation (EU) 2016/679), if applicable;

Sub-agent shall at all times have the requisite authority and approvals to book Sailors on a voyage with Virgin Voyages.

### **2. ADVERTISING**

Sub-agent 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 Sub-agent to Sailors not to

exceed USD \$100.00 per person to be redeemed and used by the Sailor onboard Virgin Voyages' ships only.

Sub-agent shall not use any of the following terms in any print, electronic media, telephone solicitation or promotional materials referencing Virgin Voyages or Virgin Voyages products ("Marketing Materials"): "Low Cost", "Rock Bottom", "Cheap" or similar terminology. 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. [RESERVED]

4. MARKETING

Sub-agent may promote, advertise or market Virgin Voyages products in accordance with this Agreement, all applicable laws and regulations, and the marketing guidelines provided by Virgin Voyages to Agent, which guidelines may be amended from time to time by Virgin Voyages in its sole discretion. Any use of the VEL Marks (defined below) and VCIL Intellectual Property (defined below) shall at all times be subject to Section 5 (Limited Revocable Sublicense and License) below.

5. LIMITED INTELLECTUAL PROPERTY SUBLICENSE AND LICENSE

Sub-agent understands, acknowledges and agrees that VEL is the legal and beneficial owner of the trademarks and service marks set forth in Exhibit A (the "**VEL Marks**"), and that Virgin Voyages has a license from Virgin Enterprises Limited ("VEL") to use the VEL Marks, with the right to sublicense the VEL Marks. Sub-agent understands, acknowledges and agrees that Virgin Voyages is the legal and beneficial owner of the trademarks and service marks set forth in Exhibit B (the "**VCIL Marks**"). The VCIL Marks and VEL Marks are collectively referred to herein as the "**Marks**." In addition to the VCIL Marks, Virgin Voyages owns other intellectual property, including advertising and website content consisting of both words and images, copyrights, trademarks, service marks, know-how, patents, and other intellectual property rights existing under the laws of any governmental authority, domestic or foreign, including applications and registrations relating to any of the foregoing (all the aforesaid, including the VCIL Marks, collectively, "**VCIL Intellectual Property**").

The brand guidelines are available via the instructions attached hereto as Exhibit C ("**Brand Guidelines**") demonstrate the quality, style, and use of the VEL Marks and VCIL Intellectual Property, which Sub-agent agrees to adhere to at all times. Virgin Voyages may amend the Brand Guidelines from time to time in its sole discretion.

The Sub-agent shall not use the VEL Marks or VCIL Intellectual Property, 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 this Agreement, 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 and license provisions set forth herein below:

- i. Virgin Voyages grants to Sub-agent a revocable, nonexclusive, nontransferable limited sublicense to use the VEL Marks only in connection with the marketing, promotion and sale of Voyages pursuant to this Agreement and Brand Guidelines provided by Virgin Voyages and subject to the following terms and conditions (hereinafter referred to as the "**Sublicense**"). Virgin Voyages grants to Sub-agent a revocable, nonexclusive, nontransferable limited license to use the VCIL Intellectual Property only in connection with the marketing, promotion and sale of Virgin Voyages tickets pursuant to this Agreement and Brand Guidelines provided by Virgin Voyages and subject to the following terms and conditions (hereinafter referred to as the "**License**"). The foregoing rights are personal to

Sub-agent, and no further sub-licensing is permitted.

- ii. Sub-agent shall use best efforts to ensure that any goods or services supplied under the Marks are of a style, quality and appearance so as to maintain the value and reputation of the Marks. The Sub-agent's use of the VEL Marks and VCIL Intellectual Property 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. Sub-agent agrees that, to the extent it uses the Marks, Sub-agent shall use such Marks in their standard form and style as defined by Virgin Voyages, including in the Brand Guidelines and any other Virgin brand identity guidelines provided by Virgin Voyages to Sub-agent from time to time. To ensure that the Purpose and the Brand Values are embedded in and reflected by Sub-agent's business and use of the Marks, Sub-agent 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, Sub-agent shall use the appropriate trademark notice symbol <sup>TM</sup>, 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 VOYAGES and the Virgin Signature logo are trademarks of Virgin Enterprises Limited and are used under license."
- v. Sub-agent agrees that all use of the VEL Marks by Sub-agent and the goodwill generated thereby shall inure to the benefit of, and be on behalf of, VEL. Sub-agent agrees that all use of the VCIL Marks by Sub-agent and the goodwill generated thereby shall inure to the benefit of, and be on behalf of, Virgin Voyages. If Sub-agent resides in a country where recording all or part of this Sublicense or License may be required, Sub-agent shall notify Virgin Voyages in writing and assist Virgin Voyages in recording a short form version of the Sublicense or License with appropriate government authorities at the Sub-agent's sole expense, and only as Virgin Voyages in its sole discretion deems necessary. Sub-agent agrees that nothing in this Sublicense or License shall give Sub-agent any right, title or interest in the Marks other than the right to use the VEL Marks and VCIL Intellectual Property in accordance with this Sublicense and License, and Sub-agent 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 or License.
- vi. Sub-agent 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 VEL Marks. Sub-agent shall take all actions and execute such documents as reasonably necessary to create, enforce, or maintain VEL's rights in the VEL Marks, as directed by Virgin Voyages or VEL. Sub-agent hereby further grants (or shall grant by a separate power of attorney duly notarised) to Virgin Voyages and VEL a power of attorney with an interest to transfer to VEL any registration for the VEL Marks, including any term, name or mark likely to be confused with the VEL Marks, or any interest therein held by Sub-agent at any time. Sub-agent shall not take any action, which in the sole opinion of Virgin Voyages may impair, infringe or dilute ownership or use of the VCIL Intellectual Property. Sub-agent shall take all actions and execute such documents as reasonably necessary to create, enforce, or maintain Virgin Voyages' rights in the VCIL Intellectual Property, as directed by Virgin Voyages. Sub-agent hereby further grants (or shall grant by a separate power of attorney duly notarised) to Virgin Voyages a power of attorney with an interest to transfer to Virgin Voyages any registration for the VCIL Intellectual Property, including any term, name, mark, design, or intellectual property likely to be confused with or infringe the VCIL Intellectual Property, or

any interest therein held by Sub-agent at any time.

- vii. Sub-agent agrees to notify Virgin Voyages of any unauthorized use of the VEL Marks or VCIL Intellectual Property by others as promptly as it comes to Sub-agent'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 VEL Marks and VCIL Intellectual Property.
- viii. Notwithstanding any provisions to the contrary in this Agreement, Virgin Voyages shall have the right to terminate the Sublicense, License, and any terms of this Section 5 immediately at will. Further, upon the earlier of the termination of this Agreement or VEL's license to Virgin Voyages to use the VEL Marks, the Sublicense and License shall automatically and immediately terminate.
- ix. Upon termination or expiration of this Agreement, Sublicense, or License, Sub-agent agrees to immediately discontinue all use of the VEL Marks, the VCIL Intellectual Property 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 this Agreement, Sublicense, License, or any short form thereof, from all government records, to destroy all printed materials bearing any of the VEL Marks and VCIL Intellectual Property, and that all rights in the VEL Marks and the goodwill connected therewith shall remain the property of VEL, and that all rights in the VCIL Intellectual Property and the goodwill connected therewith shall remain the property of Virgin Voyages.
- x. In the event of a conflict between the terms of the Agreement and the terms in this Section 5, the terms of this Section 5 shall prevail.

Sub-agent acknowledges that a breach (or threatened breach) of any provision of this Section 5 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 Sub-agent breaches its obligations under this Section 5, it is agreed that such breach shall constitute an infringement of the VCIL Intellectual Property 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 provision of Section 5 shall be a continuing obligation and shall survive the expiration or termination of this Agreement.

## 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 Sub-agent that are used for marketing and/or displaying the VEL Marks, VCIL Intellectual Property or Virgin Voyages products.
  - a. Each web page in a Sub-agent web site must clearly indicate that Sub-agent is the web site operator, with the name of Sub-agent being prominently displayed on every web page in the web site. In the event that Sub-agent 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. Sub-agent is not authorized to make the statement, either express or implied, that the web site is an "official Virgin Voyages web site;" that Sub-agent or the party for whom Sub-agent developed the web site is an "official Virgin Voyages agency" or that Virgin Voyages is associated with or has endorsed Sub-agent or its web site.
  - b. Sub-agent may only download or copy Virgin Voyages' content and materials

from a designated download section provided by Agent or Virgin Voyages, 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. Sub-agent 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. Sub-agent 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, Sub-agent shall not directly or indirectly use the VEL Marks or VCIL Intellectual Property or any substantially similar variation of the same, including, but not limited to variations of the Virgin Voyages name, VEL Marks, or VCIL Intellectual Property 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 Sub-agent directly or indirectly owns or controls a domain name that contains the Virgin Voyages' name, VEL Marks, VCIL Intellectual Property, or anything substantially similar to the same or Typos, said ownership shall be in bad faith, and Sub-agent 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. Sub-agent 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, Sub-agent shall, within seven (7) days, produce a list of all domain names, subdomains, and URLs under Sub-agent's direct or indirect control, which contain the Virgin Voyages name, VEL Marks, VCIL Intellectual Property 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 Sub-agent:
  - a. Meta Data and Title Tags: Sub-agent'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. Sub-agent web sites shall not employ excessive repetition of Virgin Voyages' name, VEL Marks, VCIL Intellectual Property, or 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): Sub-agent 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 this Agreement.
  - c. Hidden or Invisible Text Sub-agent web sites shall not place text containing the Virgin Voyages' name, VEL Marks, or VCIL Intellectual Property or Typos on a page that is the same color as the background, or otherwise hide text containing Virgin Voyages' name, VEL Marks, VCIL Intellectual Property, anything substantially similar thereto, or Typos including by using the Virgin Voyages name, VEL Marks, VCIL Intellectual Property 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 Sub-agent shall not include Virgin Voyages' name, VEL Marks, VCIL

Intellectual Property, anything substantially similar thereto, or Typos in any hyperlink that Sub-agent causes to be displayed as a result of Paid Search (as defined below).

- iv. Paid Search Advertising Without limiting the foregoing, Sub-agent'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, VEL Marks, VCIL Intellectual Property, and brand and to ensure Sailors and other consumers are not misled or confused in connection with the use of the same:

a. Sub-agent shall not use Virgin Voyages' name, VEL Marks, VCIL Intellectual Property, 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, Sub-agent shall ensure that its advertisements do not appear for consumer searches which include Virgin Voyages' name, VEL Marks, VCIL Intellectual Property or Typos in combination with the generic keywords. Sub-agent must negative match the keywords listed in Section 6(v)(b) to the corresponding campaign types of 'exact', 'phrase' and 'broad'. For example, Sub-agent 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 this Agreement if a consumer search using a keyword phrase, such as "Virgin Voyages Cuba," triggers a Sub-agent advertisement to appear if "Cuba cruises" was originally used by Sub-agent without the negative keyword of "Virgin Voyages."

c. Sub-agent shall not include the Virgin Voyages name, VEL Marks, VCIL Intellectual Property, anything substantially similar thereto or Typos in any hyperlink that Sub-agent causes to be displayed as a result of a Paid Search. Sub-agent may only use Virgin Voyages' name, VEL Marks, or VCIL Intellectual Property in the advertisement text of an advertisement triggered by Paid Search if: (1) the Virgin Voyages' name, VEL Marks, or VCIL Intellectual Property is not included in the search terms purchased by Sub-agent; (2) the advertisement redirects to a landing page that is operated by the Sub-agent in compliance with this Agreement 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. Sub-agent shall not use Typos in the advertisement text of an advertisement triggered by a Paid Search.

v. Social Media

a. Sub-agent may use Virgin Voyages' name, VEL Marks, or VCIL Intellectual Property in Social Media Websites (as defined below) for the purpose of communicating information about Virgin Voyages, subject to the requirements herein. Sub-agent shall not use the Virgin Voyages name, VEL Marks, VCIL Intellectual Property, 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 Sub-agent 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 Sub-agent ("Social Media Website").

b. Sub-agent 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 this Agreement and applicable law, Agent or Virgin Voyages may enforce violations of this Section as follows:

a. First Violation: Once Agent or Virgin Voyages has notified Sub-agent in writing, including by e-mail, facsimile or other written communication, that Sub-agent has violated any of the Digital Marketing Requirements and Guidelines herein, Sub-agent 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, Sub-agent must disable any non-conforming subdomains or URLs as directed by Agent or Virgin Voyages within fifteen (15) days of the date of notice by Agent or Virgin Voyages.
2. For violations of Site Content, SEO Requirements, and Paid Search advertising, Sub-agent must make the web site changes directed by Agent or Virgin Voyages within fifteen (15) days of the date of notice by Virgin Voyages. Notwithstanding the foregoing, Sub-agent shall remove any Content, or postings containing Content, immediately upon notice from Agent or Virgin Voyages if Agent or Virgin Voyages determines in their sole discretion that Sub-agent 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, Sub-agent 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 Agent or Virgin Voyages.

b. Subsequent Violations: Following a second violation by Sub-agent or Sub-agent's failure to remedy a previously identified violation, Agent or Virgin Voyages reserves the right to temporarily suspend or permanently revoke: (1) Sub-agent'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 Sub-agent during the period of an uncured violation. Further, Agent reserves the right to terminate this Agreement and Virgin Voyages may take any appropriate legal action against any and all parties that violate its intellectual property rights in the Virgin Voyages name, VEL Marks, or VCIL Intellectual Property or that violate this Agreement. The parties agree that in the event Sub-agent is terminated due to a breach of this Section of the Agreement, the last

paragraph in Section 5 shall apply.

## **7. TERMINATION AND SYSTEM ACCESS DENIAL**

**Termination.** Agent or Virgin Voyages may terminate Sub-agent's participation under this Agreement at any time and for any reason upon fifteen (15) days prior written notice to Sub-agent. In addition, Sub-agent may terminate its participation under this Agreement at any time and for any reason upon thirty (30) days' prior written notice to Virgin Voyages. Upon expiration or termination of this Agreement, Agent, Virgin Voyages and Sub-agent shall be relieved from any of their respective rights and obligations set out in this Agreement as of the date of such expiration or termination, except that: (1) Sub-agent shall continue to comply with Sections 5 and 6 above and shall be liable to refund the Agent 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, Agent shall be liable to pay Sub-agent for any accrued and unpaid commissions or bonuses owed through the date of such expiration or termination, or which become due under this Agreement after termination, if any.

The undersigned parties mutually acknowledge that, notwithstanding the potential succession of contracts leading to the establishment of an indefinite contract, the parties expressly agrees to waive any entitlements that may arise under the provisions of Law 12/1992, dated May 27, pertaining to Agency Contracts in Spain, specifically with regard to Articles 28 and 29. In the event of termination by either party, no form of compensation shall be payable.

**Access Denial.** Any actions taken by Sub-agent that, in the sole opinions of Agent or Virgin Voyages, hinders the ability of Sub-agent, other Sub-agents, Agent or Virgin Voyages to book and sell voyages or conduct their regular businesses efficiently and effectively, or misrepresents Virgin Voyages as determined by Agent or Virgin Voyages in their sole discretion, shall result in denial of Sub-agent'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 Agent or Virgin Voyages nor a termination by Agent or Virgin Voyages.

## **8. INDEMNIFICATION**

Sub-agent shall indemnify and defend Agent and Virgin Voyages and their 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 Sub-agent, its employees, agents or contractors in connection with this Agreement; (ii) the breach of any representation, warranty, or other obligation under this Agreement by Sub-agent 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 Sub-agent, its agents, employees, or contractors in connection with this Agreement; (iv) Claims by any third parties for unpaid fees, commissions, or bonuses paid to Sub-agent by Agent; (v) Claims by Sailors, or any third parties, relating to or alleging fraud, misrepresentation, civil theft or any failure on the part of Sub-agent 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 Sub-agent 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 VEL Marks, VCIL Intellectual Property, Content or any intellectual property provided Agent or Virgin Voyages in connection with this Agreement; (vii) Claims by any third parties, government administrative agencies or regulatory entities or bodies against Agent or Virgin Voyages arising from, or relating to, Sub-agent 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 Sub-agent to engage in the sale or marketing of voyages on Virgin



Voyages vessels; and (viii) Claims by any third parties, government administrative agencies or regulatory entities or bodies relating to Sub-agent 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 Spanish data privacy laws.

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

#### 9. COMPLIANCE WITH LAWS

Sub-agent shall comply with all federal, state, provincial, foreign, county, municipal, and local laws, ordinances, and regulations applicable to this Agreement and now or hereafter in effect at all times during the term of this Agreement. Sub-agent 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 in connection with this Agreement. Sub-agent 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). Further, to the extent required by applicable law, Sub-agent shall ensure that customers are notified of commissions. The Sub-agent acknowledges and agrees that it shall at all times comply with Virgin Voyages' Supplier Code of Conduct (the "Code"), located at <https://www.virginvoyages.com/partners>. Upon Virgin Voyages' request, Sub-agent shall periodically certify its compliance with the Code.

#### 10. TAXES

Sub-agent 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 Sub-agent'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.

#### 11. INSURANCE

At all times during the term of this Agreement, Sub-agent shall maintain all applicable insurance as required by law and shall be responsible, at its own expense, for providing its insurance coverage applicable to this Agreement, including, without limitation, any required insolvency protection insurances and general liability and workers' compensation insurance. Sub-agent shall provide proof of such insurance satisfactory to Agent or Virgin Voyages upon request.

#### 12. INDEPENDENT CONTRACTOR

The parties hereto expressly acknowledge that Sub-agent shall be an independent contractor, maintaining complete control over its employees. The parties further agree, as a material part of this Agreement, that this Agreement does not, in any way, create a partnership or joint venture relationship between Agent, Virgin Voyages and the Sub-agent. No party has any right to bind the other, except as may otherwise be specifically provided for in this Agreement.

### 13. LIMITATION OF LIABILITY

In no event shall Agent or Virgin Voyages be liable for any consequential, special, indirect, incidental, exemplary or punitive damages arising from or relating to this Agreement, including but not limited to, lost profits or revenues, even if made aware of the possibility of such damages. SUB-AGENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM THAT SUB-AGENT MAY HAVE AGAINST AGENT OR VIRGIN VOYAGES WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT MUST BE FILED BY SUB-AGENT 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

Without prejudice to any mandatory provisions of Spanish or Portuguese law which may apply to this Agreement, this Agreement 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. The Parties submit to the jurisdiction of all federal or state courts located in Miami, Florida with respect to any action or proceeding arising out of this Agreement, and hereby waive any venue-based or other objection to any such action or proceeding being brought in any court located in Miami, Florida.
- B. Equitable Relief. In the event of a claim by Virgin Voyages against a Sub-agent (either inside or outside of the United States) for equitable relief, including, but not limited to claims for injunctive relief alleging that Sub-agent breached Section 5 or 6 of this Agreement, 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 domicile of the Sub-Agent or the applicable country wherein Sub-agent 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 Sub-agent (either inside or outside of the United States) against Virgin Voyages for equitable relief, Section 15 (A) shall apply.
- C. REGARDLESS OF WHETHER SUB-AGENT IS WITHIN THE UNITED STATES OR OUTSIDE OF THE UNITED STATES, TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-AGENT 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. SUB-AGENT HEREBY EXPRESSLY WAIVES ANY LAW ENTITLING IT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION PROCEEDING.

### 16. WAIVERS

The failure of Agent or 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 Agent or 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 this Agreement shall for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding shall not affect the remaining provisions of this Agreement, which shall be enforceable to the fullest extent permitted by law; provided, if enforcement of this Agreement 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 Agreement in the absence of the invalid or illegal provision.

18. ASSIGNMENT

This Agreement shall not be assigned, delegated, or sub-contracted by Sub-agent without the express written consent of Agent and Virgin Voyages, and any attempted assignment by Sub-agent without Agent and Virgin Voyages' consent shall be void. Such consent shall not be unreasonably denied. Virgin Voyages may assign this Agreement, 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 this Agreement, this Agreement is 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 this Agreement or any provision contained herein or contemplated hereby.

20. ENTIRE AGREEMENT

This Agreement constitutes 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 this Agreement shall not be waived, changed or modified in any manner whatsoever, except by a written document duly executed by all parties hereto.

**[Signature Page Follows]**

The forgoing Agreement is read and agreed by the following:

**Virgin Cruises Intermediate Limited**

Signature: /Nirmal Saverimuttu/  
Name: Nirmal Saverimuttu  
Title: President & CEO  
Date: 11/21/23

**Mundomar Cruceros S.L.**

Signature: /Agustín Quesada/  
Name: Agustín Quesada  
Title: Director  
Date: 21 Noviembre 2023

**Sub-agent**

[insert name] a company incorporated in [insert], registered at  
company registration number is [insert], with the share capital of  
principal business address is [ ]

whose  
and whose

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_