



**Non-Disclosure Agreement (NDA)**  
Staff Housing  
August 15, 2024

To receive the Staff Housing RFP, please complete the highlighted sections of this NDA and return it signed to:

*Shannon Douglas, [sdouglas@carnival.com](mailto:sdouglas@carnival.com)*

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is made this [redacted] day of [redacted], 20[redacted] by and between [redacted] ("Consultant"), an individual whose address is [redacted] and Carnival Cruise Line, a division of Carnival Corporation ("Carnival"), a Panamanian corporation whose address is 3655 NW 87<sup>th</sup> Avenue, Miami, Florida, 33178.

WHEREAS, Carnival and Consultant have entered into or will enter into discussions with each other in connection with developing a business relationship with Carnival, and the possibility of engaging in one or more business transactions (the "Purpose"); and

WHEREAS, in their discussions, each party hereto contemplates furnishing to the other information which is non-public, confidential or proprietary in nature, the confidential nature of which each party desires to maintain.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carnival and Consultant hereby agree as follows:

1. In connection with the Purpose, each of the parties may receive information concerning the other (and with respect to Carnival, information of Carnival Corporation, Carnival plc and/or subsidiaries or brands of such entities (collectively with Carnival, "Carnival Corporation & plc")) which is non-public, confidential or proprietary in nature ("Confidential Information"). For purposes of this Agreement, a party disclosing Confidential Information shall be hereinafter referred to as the "Disclosing Party" and a party receiving Confidential Information shall be hereinafter referred to as the "Receiving Party". Each of Carnival and Consultant may be considered a Disclosing Party or a Receiving Party, as the case may be.
2. Confidential Information includes, without limitation, any information of any nature and in any form (whether oral, written, electromagnetic or otherwise) disclosed by a Disclosing Party or its Representative, or is otherwise learned by the Receiving Party or its Representative, in connection with the Purpose which relates in any way to the Disclosing Party's (and, with respect to Carnival for purposes of the definition of Confidential Information, to each member of Carnival Corporation & plc's) business or operations, as well as such information relating to third parties that the Disclosing Party has an obligation to treat as confidential, whether tangible or intangible and in whatever form or medium, including, but not limited to, (a) information relating to the Disclosing Party's current or contemplated operations, finances, personnel matters, accounting data, markets, internet marketing strategies or e-commerce operations, market analyses, market projections, consulting and sales methods and techniques, strategies, technology, equipment and software (including source code related thereto), customers, expansion plans, pricing plans, the identity of suppliers of goods and/or services (and their pricing) and competitors and other business data of the Disclosing Party; (b) Trade Secrets (as defined below) (including any improvements thereto), whether in development, prototype or finished form and whether patentable or not; and (c) processes, notes, analyses, compilations, studies or other materials prepared by the Receiving Party or its affiliates, directors, officers, partners, owners, employees, agents, independent contractors, auditors, attorneys, consultants or advisors, (collectively, "Representatives") which contain or otherwise reflects such information and prospective business relations between the parties. "Trade Secrets" means information related to the services or business of the Disclosing Party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of reasonable efforts by the Disclosing Party to maintain its secrecy (as described below). "Reasonable efforts by the Disclosing Party to maintain secrecy" shall include, but shall not be limited to, (x) marking any information reduced to tangible form clearly and conspicuously as confidential or proprietary in nature; (y) identifying any oral presentation or communication as Confidential Information immediately before, during or after such oral presentation or communication; or (z) otherwise treating such information as confidential or secret.
3. The following shall not be considered Confidential Information:

- a. information that was already known to the Receiving Party or its Representatives without obligation of confidentiality prior to disclosure of it to the Receiving Party or its Representatives by the Disclosing Party or its Representatives;
  - b. information that is disclosed to the Receiving Party or its Representatives by a third party who does not have any legal, fiduciary or contractual obligation of confidentiality to the Disclosing Party or its Representatives;
  - c. information that is in the public domain or hereafter enters the public domain through no fault of the Receiving Party or its Representatives; or
  - d. information that has been approved for release to the general public by a written authorization of the Disclosing Party or has been independently developed by the Receiving Party or its Representatives without use, directly or indirectly, of the Confidential Information received from the Disclosing Party or its Representatives.
4. The Confidential Information will be kept confidential and will not, without the Disclosing Party's prior written consent, either directly or indirectly, be either (a) disclosed by the Receiving Party or its Representative to any person or entity not a party hereto, in any manner whatsoever, in whole or in part, or (b) used by the Receiving Party or its Representatives other than (i) for internal purposes for evaluating and furthering the Purpose, (ii) for Confidential Information being disclosed to Representatives (in accordance with Section 6), or (iii) in collaboration with the Disclosing Party. The Receiving Party and its Representatives will hold the Disclosing Party's Confidential Information in strict confidence and protect the Disclosing Party's Confidential Information from disclosure using the same care the Receiving Party and its Representatives uses to protect its own confidential information of like importance, but not less than reasonable care. The Receiving Party and its Representatives may copy the Disclosing Party's Confidential Information only as necessary for the Purpose and any reproduction must contain any and all notices or legends that appear on or in the original. All other rights in the Confidential Information are reserved by the Disclosing Party. The restrictions contained herein are in addition to any and all restrictions which may apply under applicable laws relating to Trade Secrets, it being acknowledged that all Confidential Information hereunder is being disclosed in strict confidence.
  5. Without the Disclosing Party's prior written consent, neither the Receiving Party nor its Representatives shall disclose to any person (except as otherwise expressly permitted herein) the fact that the Confidential Information has been, and is being, made available by the Disclosing Party or its Representatives or that discussions or negotiations between the parties are taking place or the status of any of the foregoing.
  6. The Confidential Information shall only be revealed to the Receiving Party's Representatives who need to know the Confidential Information for the Purpose, who are informed of the confidential nature of the Confidential Information, and who agree not to disclose any of the Disclosing Party's Confidential Information other than as permitted under the terms of this Agreement. For purposes of this Agreement, Carnival's "Representatives" shall include Carnival Corporation & plc and their Representatives. A Receiving Party agrees to be responsible for any breach of this Agreement by any of its Representatives.
  7. No rights or obligations other than those expressly recited herein are to be implied from this Agreement and the parties hereto agree that all Confidential Information disclosed shall remain the property of the Disclosing Party. Nothing herein shall in any way affect the present or prospective rights of the parties under the patent laws of any country, or be construed as granting any rights, by license (either express or implied) or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
  8. In the event that the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information pursuant to this Agreement receives a request of any type in any judicial or administrative proceeding or from any governmental or regulatory authority or otherwise becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with notice of such event promptly upon the Receiving Party obtaining knowledge thereof (provided that the Receiving Party is not otherwise prohibited by law from giving such notice) so that the Disclosing Party may seek a protective order or other appropriate remedy. Such Receiving Party further agrees that (i) to the extent practicable, it will continually consult with the Disclosing

Party on the advisability of taking steps to resist or narrow such request or compulsion and (ii) if it must disclose any of the Confidential Information pursuant to applicable law or legal process and no injunction has been granted restraining such disclosure, it may do so without violating this Agreement provided that it furnishes only (a) that portion of the Confidential Information which its counsel advises in writing is legally required and in a manner reasonably designed to preserve its confidential nature and exercises its reasonable efforts to obtain reliable assurance that the Confidential Information will be treated as confidential or (b) such Confidential Information to which the Disclosing Party agrees in writing.

9. Each Party shall, under this Agreement, comply with all applicable trade control laws and regulations, including but not limited to the U.S. Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”), the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. Department of State’s Directorate of Defense Trade Controls (“DDTC”), the economic sanctions programs maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), and any trade control laws and restrictions imposed, administered or enforced by the United Kingdom, the European Union, and other jurisdictions to the extent applicable to the performance by each Party of its responsibilities under this Agreement (except to the extent inconsistent with or penalized under the anti-boycott laws administered by the U.S. Departments of Commerce and Treasury), (collectively, “Trade Control Laws”). Consultant acknowledges that all products, materials, goods, software source code or object code, proprietary technical data and information, or any other items provided by Carnival pursuant to the Agreement (collectively “Items”) may be subject to Trade Control Laws. Consultant agrees that neither it nor its affiliates shall import, export, re-export, transfer, or release, directly or indirectly, Items provided by Carnival under this Agreement, to (1) any country or territory subject to U.S. territorial economic sanctions or anti-terrorism restrictions under the EAR, including Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region (collectively “Sanctioned Countries”) or any national of such Sanctioned Country; or (2) any person identified on, or owned 50% or more, directly or indirectly in the aggregate, or otherwise controlled by or acting on behalf of any party or parties identified on U.S. or other applicable government restricted party lists, including but not limited to the Specially Designated Nationals (“SDN”) List, Sectoral Sanctions Identification (“SSI”) List, and Foreign Sanctions Evaders List maintained by OFAC or the Entity List, Unverified List or Denied Persons List maintained by BIS, or by any agency or instrumentality of a Sanctioned Country government (collectively, “Restricted Parties”). Consultant agrees to provide Carnival with timely prior notification and identification of the applicable Trade Control Laws and export classification or designation before providing to Carnival any Items that are: (1) controlled under the ITAR; (2) controlled on the Commerce Control List of the EAR for reasons other than anti-terrorism (“AT”) reasons; or (3) requiring a governmental authorization under Trade Control Laws for provision to Carnival, including any subsequent re-export or transfer by Carnival to any destination except to Sanctioned Countries or Restricted Parties.
10. In the event that the Purpose is discontinued, or upon the written request of the Disclosing Party at any time, the Receiving Party shall redeliver to the Disclosing Party the copies of the Confidential Information that were furnished to the Receiving Party and any of its Representatives by or on behalf of the Disclosing Party and represent to the Disclosing Party that the Receiving Party has destroyed all other copies thereof, including all summaries, extracts, notes, drawings, blueprints, specifications, computer listings, tapes or disks, engineering drawings, technical records or papers, or any other papers or records whatsoever in whatever form or medium relating to the Confidential Information, other than a copy kept by the Receiving Party’s internal legal department and by any outside legal counsel or auditors, subject to compliance with the terms of this Agreement with respect to such Confidential Information. Such destruction shall be confirmed in writing by an officer of the Receiving Party to the Disclosing Party. All of the Receiving Party’s obligations hereunder and all of the Disclosing Party’s (and their respective Representatives’) rights and remedies hereunder shall survive any return or destruction of the Confidential Information.
11. The Receiving Party acknowledges that disclosure of the Confidential Information in violation of the terms of this Agreement could have serious consequences and that money damages would not be a sufficient remedy for any breach of any provision of this Agreement, and agrees that, in the event of any breach by the Receiving Party or its Representatives of this Agreement, the Disclosing Party shall be entitled to seek equitable relief (including injunctive relief (without the posting of any bond or other securities) and specific performance) in addition to all other remedies available to it at law or in equity.
12. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Agreement, (b) this Agreement constitutes its legally binding obligation, enforceable in accordance

with its terms, and (c) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Receiving Party, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights. This Agreement shall be construed in accordance with the laws of the State of Florida and shall be binding upon the parties hereto. Each of the parties hereto consents to the exclusive personal jurisdiction over it and to the venue of the courts serving the Southern District of Florida in any proceedings brought to enforce the provisions of this Agreement, or to obtain sanctions for any violation thereof.

13. Neither party nor its Representatives shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party; provided, however, that nothing in this Agreement shall prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with those of the other parties, as long as such shall not otherwise be a breach of this Agreement and each party acknowledges that the other party may already possess or have developed or market products, services, concepts or ideas similar to or competitive with those of the other party disclosed in the Confidential Information. Further, the parties shall not be required to disclose any planning or other information to each other.
14. All Confidential Information is provided "AS IS". Neither party, nor their Representatives, makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided or to be provided by it or on its behalf and the parties agree that neither party nor their Representatives will have any liability under the terms of this Agreement to the other party or its Representatives relating to the Confidential Information or for any errors therein or omissions therefrom. The parties further agree that they are not entitled to rely on the accuracy or completeness of the Confidential Information and that they will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the subject matter of these business negotiations entered into by the parties hereto, subject to such limitations and restrictions as may be contained therein.
15. The Consultant hereby acknowledges that the Consultant and its Representatives are (a) aware that the United States securities laws prohibit any person who has material, non-public information concerning a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and (b) familiar with the Securities and Exchange Act 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act"), and that the Consultant and its Representatives will neither use, nor cause any third party to use, any Confidential Information in contravention of such Exchange Act.
16. It is understood and agreed that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
17. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement which shall remain in full force and effect.
18. Notwithstanding anything contained herein to the contrary, nothing in this Agreement is intended to prohibit either party from availing itself of any protections or exercising any rights that are afforded under any applicable state or federal whistleblower protection laws.
19. This Agreement and the obligations set forth herein shall survive and continue in full force and effect for five (5) years from the date of disclosure of the particular Confidential Information. This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice (which notice will set forth the effective termination date of this Agreement (the "Termination Date")) in accordance with Section 22 hereof; provided, however, that the termination of this Agreement shall not relieve either party of any of its obligations or duties imposed under this Agreement with respect to any Confidential Information disclosed prior to the Termination Date of this Agreement. Each party agrees that such obligations and duties shall survive the Termination Date.
20. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other part. Any attempt to do so is void. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to any successor in business; provided, however, that any assignment of this Agreement shall not relieve the assigning party of any of its

obligations set forth in this Agreement. This Agreement shall apply to all Confidential Information, whether disclosed before or after its execution.

21. Only a written agreement signed by both parties can modify this Agreement.
22. Notices to either party shall be sent to the applicable address stated hereinabove, with notices to Carnival made to Attn: General Counsel and notices to Consultant made to Consultant individually.
23. This Agreement, including a facsimile or photocopy hereof, may be signed in counterpart, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof, including facsimile or photocopy counterparts, signed by the other party hereto.
24. This Agreement is the complete and exclusive agreement regarding the parties' disclosures of Confidential Information, and replaces any prior oral or written communications between the parties regarding these disclosures.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have executed this Agreement as of the date first written above.

CONSULTANT

CARNIVAL CRUISE LINE, a division of Carnival Corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: