

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

Hornblower TM

CREW HANDBOOK



2021

CG 041

Crew Handbook 2021_Redacted

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LETTER FROM THE CEO

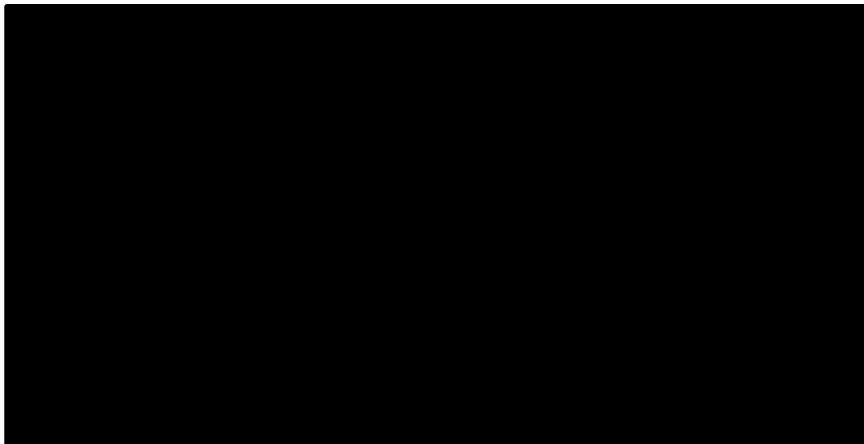
Hello Fellow Crew member –

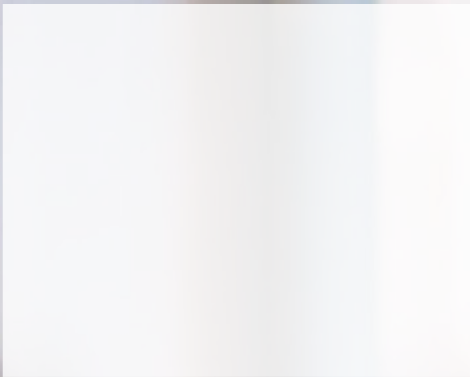
Welcome to Hornblower Group, we're delighted to have you aboard and part of the Hornblower family. As a company that puts creating amazing experiences at the forefront, I hope you find this a great place to work.

We are focused on building and developing our business portfolio to position Hornblower as a global experiences and transportation leader. To do so, we're building a company culture that puts our RESPECT Service System at the heart of the organization and our company values and operating principles at its core. We believe that cultivating a great experience for our guests begins with facilitating a great experience for our Crew.

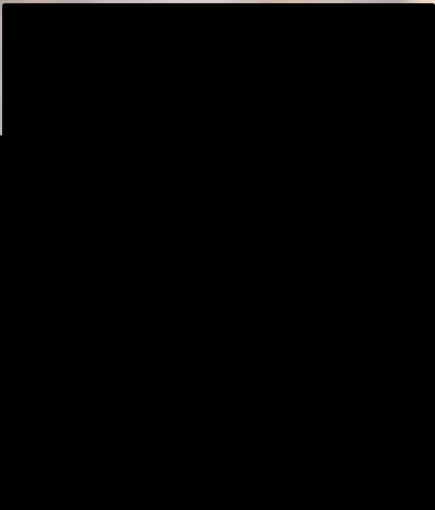
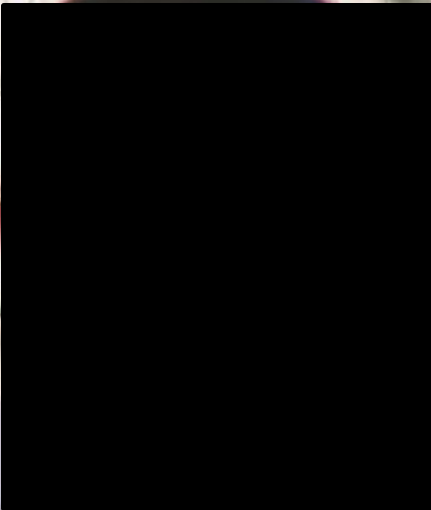
It's an exciting time to be part of the Hornblower family and I'm glad to have you along for the ride. What our Crew has accomplished together during my time with Hornblower is truly outstanding; I am continuously inspired by the dedication and hard work put forward by our Crew.

I'm proud to be standing at the helm of this organization as we continue to lead with RESPECT and build upon Hornblower's amazing heritage and success. I hope you are equally proud to now be a part our organization and I look forward to working with you.





INTRODUCTION



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INTRODUCTION



About This Handbook

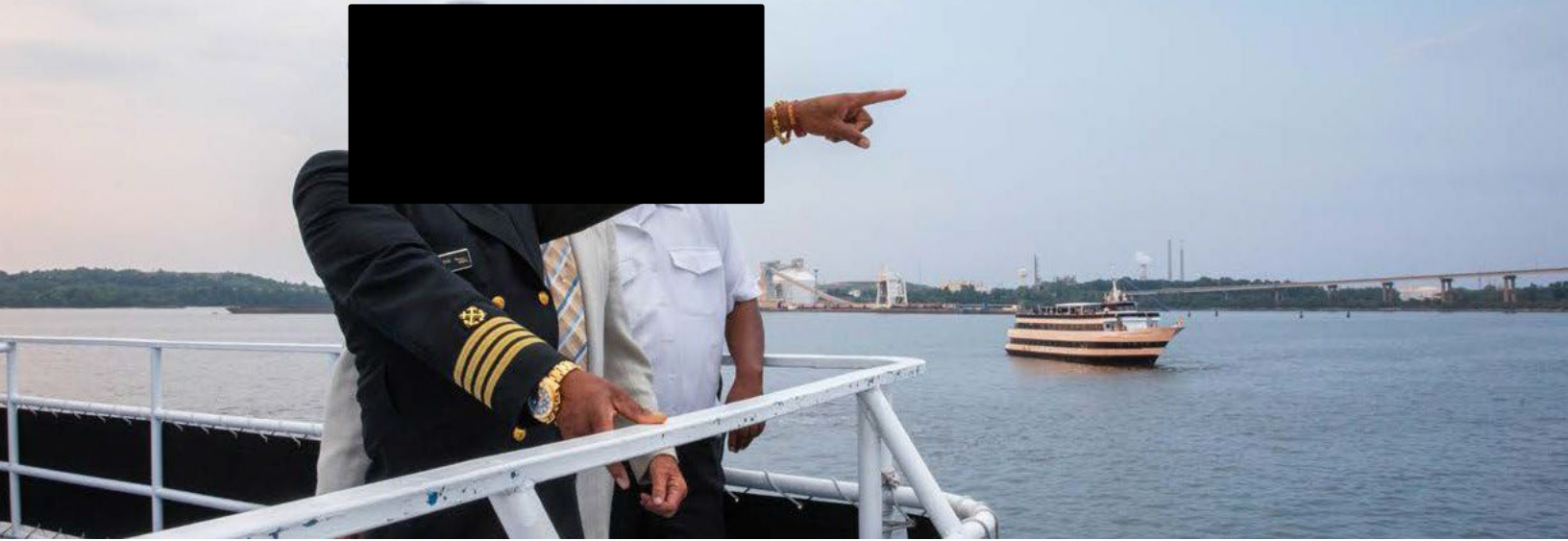
This Crew Handbook has been prepared as a reference for the Crew of Hornblower Group Inc, American Queen Steamboat Operating Company LLC, and affiliated companies including but not limited to Alcatraz Cruises, LLC; HNY Ferry, LLC; Hornblower Cruises and Events, LLC; Hornblower Yachts, LLC; Boston Harbor Cruises, LLC, Walks Agency, LTD, Shore Excursions of America, LLC, Victory Cruise Lines, LLC, HMS Ferries, Inc.; HMS Ferries – Puerto Rico LLC; Statue Cruises, LLC (“the Company”). The Crew Handbook is given to all new Crew of the Company, and is available through an online portal or from any member of Human Resources. It is intended as a reference tool for Crew to use as day-to-day questions come up. To ensure smooth operations, there are department and location-specific policies and procedures that are not covered in this Crew Handbook that you will be required to learn and adhere to, based on the Crew member’s position with the Company. Those will be reviewed with the Crew member during training and throughout employment.

In a nod to our maritime roots, we sometimes refer to Crew of the Company as “Crew” or “Crew member”.

The Handbook is provided for your benefit and you are expected to read it carefully and to be familiar with the guidelines and policies contained in the Handbook. If you do not understand anything contained in the Handbook, please contact your supervisor or any member of Human Resources, who will explain any of the policies to you.

THIS HANDBOOK IS NOT AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT GUARANTEEING CONTINUED EMPLOYMENT FOR ANY Crew. AND DOES NOT CREATE ENFORCEABLE RIGHTS ON THE PART OF Crew. EMPLOYMENT WITH The Company IS “AT-WILL.” THUS, The Company RETAINS THE RIGHTS TO TERMINATE Crew AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE FOR ANY REASON OR NO REASON, JUST AS Crew RETAIN THE RIGHT TO LEAVE The Company AT THEIR DISCRETION AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE FOR ANY REASON OR NO REASON. NO MANAGER OR SUPERVISOR HAS ANY AUTHORITY TO ENTER INTO A CONTRACT OF EMPLOYMENT EXPRESS OR IMPLIED THAT CHANGES OR ALTERS THE FACT THAT EMPLOYMENT WITH The Company IS AT-WILL. ONLY THE PRESIDENT OF The Company HAS THE AUTHORITY TO ENTER INTO AN EMPLOYMENT AGREEMENT THAT ALTERS THE FACT THAT EMPLOYMENT WITH The Company IS AT-WILL, AND ANY SUCH AGREEMENT MUST BE IN WRITING SIGNED BY THE PRESIDENT OF The Company.

This Handbook supersedes all previous Handbooks and all other verbal and written descriptions of the terms and conditions of the Crew member’s



employment with the Company. The Company complies with all applicable laws. To the extent that this Handbook is inconsistent with any provision of applicable federal, state or local law, such law shall govern. Crew members will receive a state-specific supplement to the Crew member Handbook that provides information and policies applicable to Crew members working in that state.

Legal Compliance

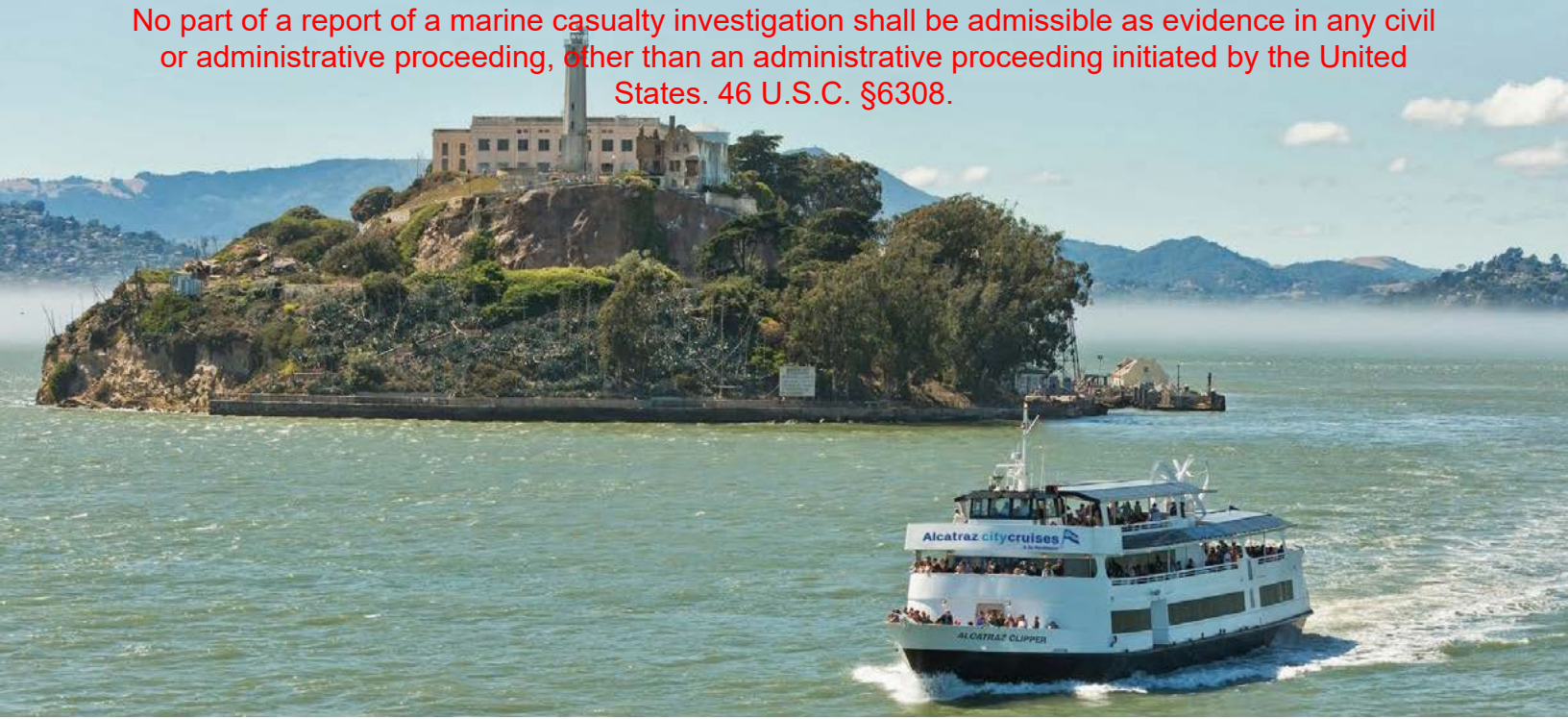
Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by Crew relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an Crew from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

Policy Changes

Some items discussed in this Handbook may vary from other companies or even from one location to another. In addition, not all of the Company’s policies and procedures are set forth in this Crew Handbook. As set forth above, the Company retains the right to change or modify the information in this Handbook without prior notice.

Questions

With any Company or department policy or procedure, if you do not understand it fully, or would like more information, ask your manager or any member of Human Resources to assist you.



ABOUT HORNBLOWER GROUP












Hello and welcome aboard! We are Hornblower Group, a global leader in world-class experiences and transportation. Hornblower Group is the corporate entity of all City Experiences and American Queen™ Steamboat Company entities

The brand heritage of our organization dates back nearly 100 years, with the establishment of Boston Harbor Cruises in Massachusetts in 1926; on the west coast of the United States, Hornblower Group began in 1980. Across our growing portfolio, we have a long-standing history of expertise and innovation and have continually redefined the marine hospitality industry. Today, our footprint spans 111 countries and territories, and 125 U.S. cities, with offerings including water-based experiences, land-

based experiences, overnight cruise experiences, and ferry and transportation services.

Seaward Services, Inc., a marine services company specializing in the operation, maintenance and repair of government and privately owned vessels, is also a subsidiary of Hornblower Group, operating and maintaining U.S. Navy Ranges and port facilities, including local oil spill response.

Our Hornblower Group global headquarters is located in San Francisco, California, with additional corporate offices in Boston, Massachusetts; Chicago, Illinois; London, United Kingdom; New Albany, Indiana; New York, New York; and across Ontario, Canada.

									
									
Dining, Private Events, Sightseeing				Land Experiences		Ferry Service		Overnight Cruise Excursions	
									
									
				WALKS		NYC Ferry, Liberty Landing CityFerry, HMS Ferries HMS Ferries Puerto Rico			
				Cruising Excursions Shore Trips		Seaward Services			
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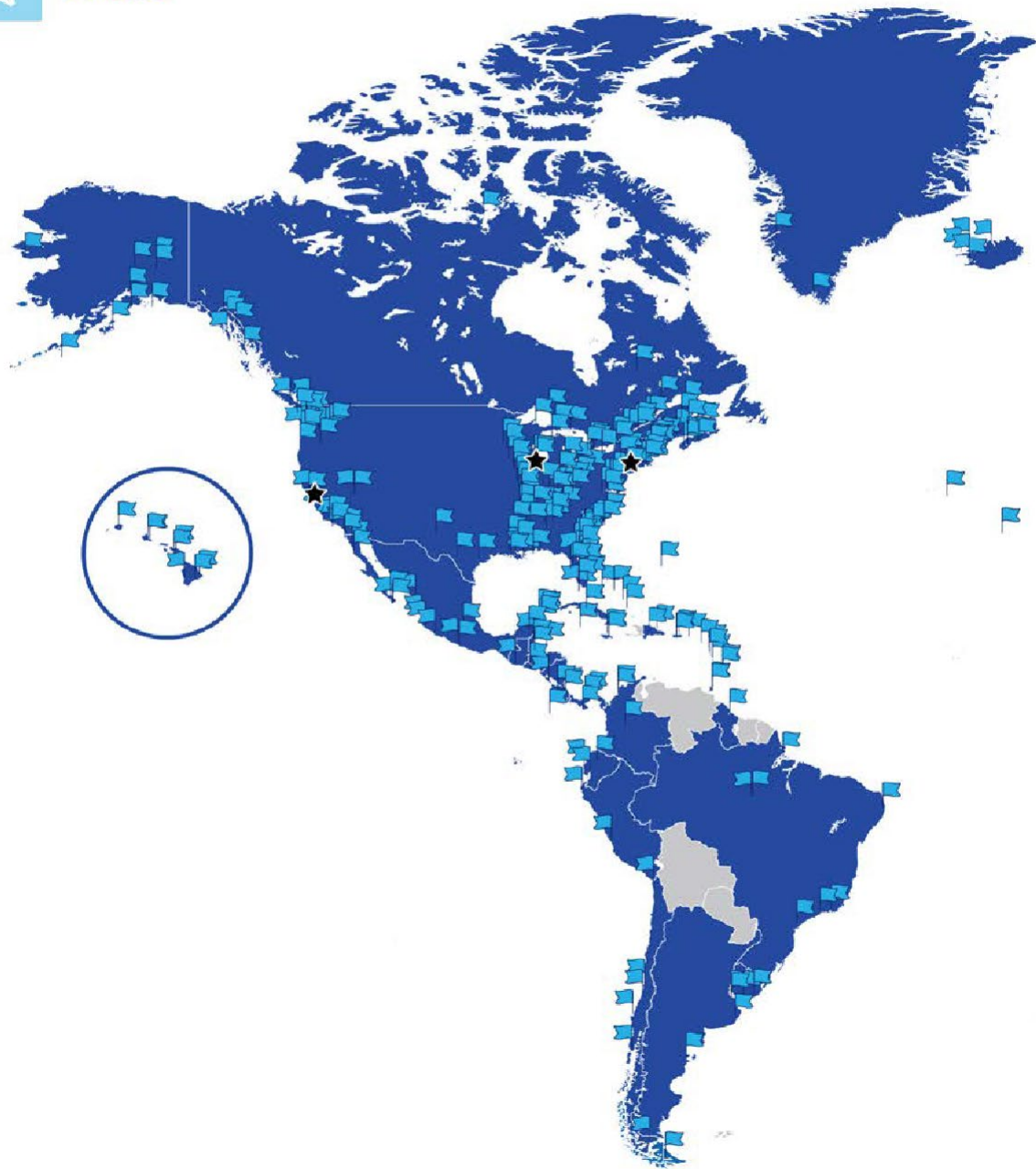
OUR LOCATIONS

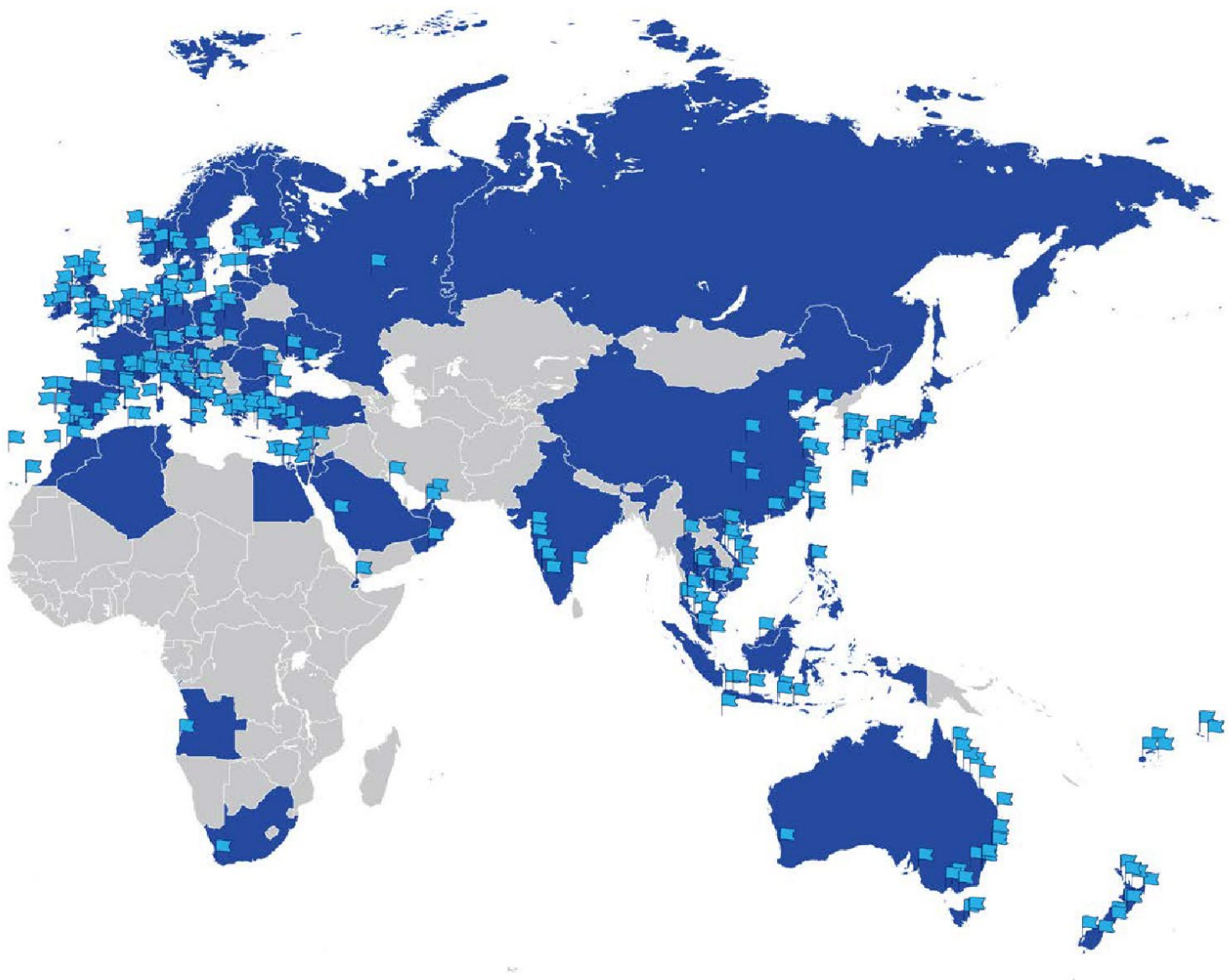


Current Operating Markets



Hornblower Main Offices







American Queen™ Steamboat Company

The American Queen™ Steamboat Company operates the overnight cruise division of Hornblower Group. Brands within this division include:

- American Queen™ Steamboat Company, which operates on the Mississippi River, Ohio River, and Tennessee River in the Midwestern U.S., and on the Columbia River and Snake River in the Pacific Northwest U.S.



- Victory® Cruise Lines, which operates luxury cruises in the Great Lakes, Canada and New England, Southeast U.S., Alaska, and Mexico and the Yucatan Peninsula
- Shore Excursions of America, a leading provider of shore excursions, cruise extension packages, and distinctively inclusive exploration travel packages in the United States.



City Experiences

City Experiences represents our portfolio of water- and land- based experiences and includes two sub-brands: City Cruises and City Ferry.

City Experiences offers a range of land-based experiences including shore excursions, partner-offered experiences, multi-port packages, Cruising Excursions, ShoreTrips and Walks tour products. The iconic water-based experiences are branded City Cruises, and ferry services are branded City Ferry.

City Cruises operates public dining and sightseeing cruises as well as private charters for corporate events, birthday parties, weddings, or other special occasions. It creates unforgettable experiences across 22 destinations in the U.S., Canada and the UK.



City Cruises also operates cruises on behalf of the National Park Service and the Niagara Parks Commission. It currently holds service contracts to provide ferry service to:

- Statue of Liberty National Monument and Ellis Island Immigration Museum in New York City
- Alcatraz Island in San Francisco, California
- Niagara Falls in Ontario, Canada



City Ferry offers specialized knowledge and expertise required to transport passengers, vehicles and other cargo safely across inland and coastal waterways. Current ferry systems include:

- Cross Bay Ferry, which connects the St. Pete Downtown Waterfront with Tampa's downtown waterfront in Florida
- Gee's Bend Ferry, which runs between Camden and Gee's Bend in Boykin, Alabama
- Mobile Bay Ferry, which connects Dauphin Island with Mobile Point in Alabama
- NYC Ferry, connecting Manhattan to the Outer Boroughs. In 2021 we are adding Staten Island (St. George) and Coney Island
- Oklahoma River Cruises, a sightseeing tour on the Oklahoma River in Oklahoma City, Oklahoma
- Pensacola Bay Cruises, which operates between City of Pensacola, Pensacola Beach, and Fort Pickens in Florida
- Pierce County Ferry, a passenger and vehicle ferry that connects Steilacoom, Ketrone, and Anderson Island in Washington State
- Puerto Rico ferry system, with lines between Cataño and San Juan, and between Ceiba, Vieques and Culebra
- St. Johns River Ferry, which connects Mayport Village and Fort George Island in Jacksonville, Florida



GLOSSARY OF TERMS

- **All Hands** – our quarterly company-wide meeting. Hosted by our CEO, the meeting provides an overview of the organization and allows us an opportunity to learn about what’s happening across all divisions.
- **Anchor** – the name of our proprietary ticketing platform (formerly known as Compass).
- **Crew** – our employees. We are a team with equally important roles to play in creating amazing experiences.
- **Guests** – all of our consumers. Whether they are riding a ferry, joining us for an eight-day overnight cruise, celebrating on a private yacht, exploring our dining offerings, or sightseeing on land or by sea, everyone who participates in our experiences are our guests.
- **Gurus** – the name of our IT service.
- **NOVAtime** – the timekeeping system Crew at select locations uses to clock time, request time off, and track PTO usage.
- **Okta** – our single sign-on service solution that will allow you to access to all tech platforms utilized by the Company.
- **RESPECT Service System** – this is inclusive of our company mission, values (RESPECT) and operating principles (Hornblower 12). More information on this can be found on page 12.
- **SkillSoft** – the video training portal we use for our mandatory training programs including safety, sexual harassment, and other workplace trainings.
- **The Current** – our quarterly company-wide newsletter which provides an overview of current events happening across all divisions.
- **UKG** – our benefits portal. This is where you can find paystubs, W2 forms, information on health insurance, and more.

HISTORY OF THE COMPANY



Our story *officially* begins in 1980 when Hornblower Tours was purchased by Terry MacRae in Berkeley, California. However, the history of brands in our portfolio goes back nearly 100 years:

- **1926** – Boston Harbor Cruises is founded in Boston, Massachusetts
- **1951** – Gananoque Boat Lines is founded in Gananoque, Ontario, Canada
- **1974** – Potomac Riverboat Cruises is founded in Alexandria, Virginia
- **1978** – Spirit Cruises is founded in Norfolk, Virginia
- **1980** – Hornblower Tours purchased by Terry MacRae in Berkeley, California
- **1981** – Seaward Service Inc. founded in Fort Lauderdale, FL
- **1980 – 1987** – The Company is known as Hornblower Party Yachts
- **1984** – The Company moves its headquarters to San Francisco, California
- **1986** – City Cruises is founded in London, England
- **1987 – 1993** – The Company is founded as Hornblower Dining Yachts
- **1987** – Mariposa Cruises is founded in Toronto, Ontario, Canada
- **1991** – Odyssey Cruises is founded in Chicago, Illinois
- **1993 – 2020** The Company is known as Hornblower Cruises & Events
- **1993** – The Company spins off Hornblower Marine Services (HMS), a marine management company focused on the operation of casino boats and ferries. HMS Ferries, Inc. expands to government contracting work and the development of high-speed ferry systems
- **1996** – City Cruises develops the first new purpose-built sightseeing boat on the River Thames in London
- **1996** – Seadog is founded in Chicago, Illinois
- **1997** – The Company acquires Lake Tahoe Cruises, Inc. and adds ferry services across Lake Tahoe
- **1998** – Mystic Blue Cruises is founded in Chicago, Illinois
- **2004** – Hornblower Group acquires Adventures at Sea and becomes the largest private yacht fleet in Southern California
- **2006** – Alcatraz Cruises, a Hornblower subsidiary, is awarded National Park Commission contract for Alcatraz Island in San Francisco

- **2006** – Entertainment Cruises is formed with the merger of Odyssey Cruises and Spirit Cruises
- **2007** – Entertainment Cruises acquires Baltimore Harbor Cruises
- **2008** – Hornblower Group awarded National Park Service contract for Statue of Liberty National Monument and Ellis Island Immigration Museum
- **2009** – Alcatraz Cruises designed and built the first hybrid ferry in the United States which reduces fuel consumption by 75%
- **2009** – Seaward Services is founded in New Albany, Indiana
- **2010** – Seaward Services Inc. acquired by HMS Global Maritime, becoming part of the Hornblower family.
- **2011** – Cruising Excursions is founded in London, England
- **2011** – HMS establishes the American Queen Steamboat Company with its first inaugural cruise in the spring of 2012.
- **2012** – Hornblower Group awarded Niagara Parks Commission contract for boat tours in Niagara Gorge
- **2014** – Niagara Cruises begins tours in Niagara Gorge with two state-of-the-art catamarans
- **2015** – Hornblower Group awarded the NYC Ferry contract by the New York City Economic Development Corporation.
- **2015** – Shore Excursions of America is founded in Easton, Pennsylvania
- **2016** – Entertainment Cruises acquires Potomac Riverboat Company
- **2017** – NYC Ferry by Hornblower begins operations in May 2017
- **2018** – Entertainment Cruises acquires Mariposa Cruises
- **2019** – The Gee’s Bend Ferry operates the first zero-emission, all-electric passenger/vehicle ferry in the U.S.
- **2019** – Hornblower Group acquires Entertainment Cruises, Boston Harbor Cruises, Gananoque Boat Lines and UK-based City Cruises under the Cruises & Events division
- **2019** – American Queen Steamboat Company acquires Victory Cruise Lines
- **2020** – The Company is known as Hornblower Group, with Cruises & Events becoming one of the four divisions
- **2020** – Overnight Cruise division added Shore Excursions of America to its portfolio in October 2020
- **2020** – HMS Ferries Inc. named operator of Puerto Rico Ferry Service in November 2020
- **2021** – Cruising Excursions is added to the Company’s portfolio of businesses in January, expanding our footprint globally to 70 countries
- **2021** – ShoreTrips is added to the Company’s portfolio of businesses in February, expanding our global footprint to more than 111 countries and territories
- **2021** – Walks Agency, Ltd is added to the Company’s portfolio adding additional excursion experiences to our divisions
- **2021** – In April 2021, Hornblower Cruises & Events, City Cruises, and HMS Ferries, Inc. rebrand as one master company, City Experiences. City Cruises and City Ferry are named sub-brands of the division.

By the Numbers

- **200** – size of the fleet of owned and operated vessels under the Hornblower Group portfolio
- **52,000** – average number of Overnight Cruise guests annually
- **1.7 million** – average number of Alcatraz City Cruises passengers annually
- **2.4 million** – average number of Niagara City Cruises passengers annually
- **4.4 million** – average number of Statue City Cruises passengers annually
- **6 million** – average number of NYC Ferry passengers annually
- **9.8 million** – average number of City Cruises guests annually

COMPANY STRATEGY



Hornblower Group is focused on becoming a global experiences and transportation leader.

1. We're building our global footprint, allowing us to provide guests around the world with amazing experiences.
2. We're expanding our experience offerings to encompass world-class land-based, water-based, and overnight cruise experiences.
3. We're expanding our transportation capabilities globally with our ferry system division.
4. We want to be a leader in everything that we do.

To achieve this, we've centered our company culture around the RESPECT Service System (next page) and are also heavily investing in world-class marketing and technology-driven solutions.

THE RESPECT SERVICE SYSTEM



At Hornblower Group, our mission is to create amazing experiences – not only for our guests, but our Crew. Our company values, RESPECT, and operating principles, the Hornblower 12, allow us to live out our mission of creating amazing experiences. Together, they form the RESPECT Service System.

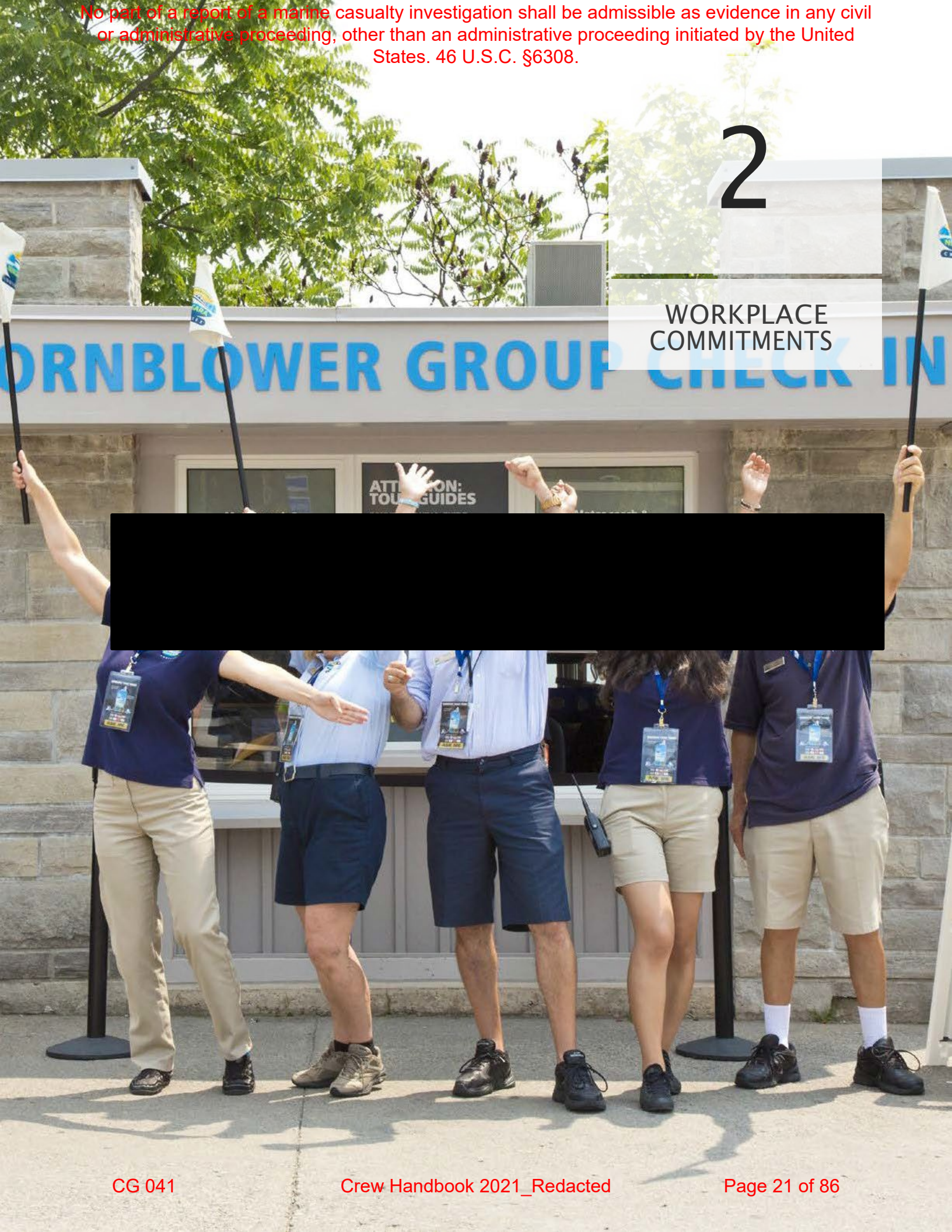
Our Operating Principles, known as the Hornblower 12, demonstrate the ways we promise to engage to live those values.

The RESPECT Service System reflects our company values and is supported by our operating principles, the Hornblower 12. By creating a company culture that puts RESPECT at its core, we believe it will drive us to achieve our goal of becoming a Global Experiences and Transportation Leader.

OUR MISSION	We Create Amazing Experiences.
OUR VALUES	Our Operating Principles: HORNBLOWER 12
Respect	1. Foster diversity and inclusion.
Environment	2. Practice conservation and environmental responsibility.
Safety #1	3. Cultivate a safe and secure workplace.
Professionalism	4. Be on time. Come prepared.
	5. Make data-driven, fact-based decisions.
	6. Be decisive with 80:100 solutions (80% right, 100% implementable).
Exceed	7. Expect to win — but compete as an underdog.
	8. Embrace innovation and reinvention.
Communication	9. Listen and be responsive.
	10. Strive for efficiency and transparency without politics.
Teamwork	11. Win as a team. Play your role.
	12. Work hard, have fun, celebrate successes.

2

WORKPLACE COMMITMENTS



WORKPLACE COMMITMENTS



At Will Employment

Your employment with the Company is “at-will”. This means your employment is not for any specific period of time. It can be terminated by you or by the Company at any time, with or without cause, i.e. for any reason or no reason at any time, with or without notice. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the Crew and the Company regarding the fact that employment with the Company is at-will.

No one other than the CEO of the Company may make any other agreement with an Crew that alters the fact that employment with the Company is at-will, and any such contrary agreement must be in writing and signed by the Crew and the Company’s CEO.

Nothing in this Handbook is intended to, nor should be construed to alter or modify the “at will” relationship that the Company maintains with its Crew.

Equal Employment Opportunity / Affirmative Action

We’re an Equal Employment Opportunity and Affirmative Action employer, and every member of our management team fully supports our affirmative action programs and policy of non-discrimination and equal opportunity. That means, in accordance with applicable law:

We provide equal employment opportunity in all personnel practices, including recruitment, selection, promotion, training, compensation, benefits, transfer, layoffs, termination, and social and recreational programs.

We prohibit discrimination against any applicant or Crew based upon race, creed, color, religion, sex (including pregnancy, childbirth, lactation, or related medical conditions), national origin, immigration status, ancestry, age (40 and over), marital status, protected veteran status, physical or mental disability, medical condition, genetic information (including testing and characteristics), sexual orientation, gender, gender identity, gender expression, transgender status, intersex status, or any other basis protected under federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any Crew, including supervisors and coworkers. Furthermore, the Company will recruit, hire, train, and promote persons in all job titles, and ensure that all other personnel

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actions are administered, without regard to any such legally protected statuses, and we will ensure that all employment decisions are based only on valid job requirements.

In accordance with applicable law, the Company will extend all legal rights and responsibilities to same sex spouses on the same basis as it extends those rights and responsibilities to opposite sex spouses.

The Company will provide reasonable accommodation to known physical or mental limitations of an otherwise qualified Crew or applicant for employment, unless the accommodation would impose undue hardship on the operation of the Company's business.

The Company ensures that all employment decisions are based only on valid job requirements. In addition, Crew and applicants will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any protected activity including but not limited to filing a complaint; assisting or participating in an investigation, compliance evaluation, hearing, or any similar activity related to any Federal, State or local law requiring equal opportunity for individuals protected by such law; opposing any act of practice made unlawful by any Federal, State or local law requiring equal opportunity for protected individuals; or exercising any other right protected by applicable Federal, State, or local law.

If you believe you have been subjected to any form of discrimination, or if you are aware of an incident of discrimination involving another individual, please provide a written or verbal report to a member of management, including any manager, director and/or General Manager, your local Human Resources Department or anonymously at EthicsPoint Hotline: 1-844-348-9582 or online at www.cityexperiences.ethicspoint.com. The report should be specific and should include the names of the individuals involved, the names of any witnesses and any documentary evidence (e-mails, notes, etc.). The Company will conduct a thorough and objective investigation in a timely fashion and attempt to resolve the situation. The investigation will be completed and a determination made and communicated to you as soon as practical.

If the Company determines that this policy has been violated, disciplinary action, up to and including immediate discharge, will be taken. Disciplinary action may be taken when an investigation reveals conduct on the part of an Crew that does not rise to the level of unlawful discrimination, but is nevertheless inappropriate. Appropriate action may also be taken to deter future discrimination or misconduct.

The Equal Employment Opportunity Commission ("EEOC") and equivalent state agencies will accept and investigate charges of unlawful discrimination at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in your local telephone directory.

The Company's EEO policy, as well as its affirmative action obligations, includes the full support of the Company's leadership team, including its CEO.

Diversity, Equity & Inclusion

We value and respect diversity & inclusion. We do this by recognizing and valuing the many ways in which we differ. Whether it's the color of our skin, our religious beliefs, our ethnic background or national origin, our sex or gender, our gender identity or expression, our sexual orientation, veteran's status, our age, our marital status, our disability, or any other difference these differences offer a richness that enhance our organization and enable us to Win Every Moment.

Demonstrating Our Shared Values which foster an environment to make each person feel welcome and empowered—including, but not limited to, those who are from different economic backgrounds; people of all religions and people with no religion; people of all colors; people with different political views; people at different levels within their career journeys, people of all genders and sexual orientations; people with physical, mental, and emotional challenges and people who learn in traditional ways and people who don't. An inclusive workplace is a company where all who work here believe the Company belongs to them as much as it belongs to others.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against any applicant or Crew based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship status, uniformed servicemember status, or any other status protected by federal, state or local law.

This policy applies to all persons involved in Company's operations, regardless of their position, and prohibits harassment by any Crew member of the Company, including supervisors, managers, and nonsupervisory Crew. This policy also protects Crew members from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed.

The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), online and electronic

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interactions with company Crew and third parties involved in our operations, company-sponsored events, or company owned/controlled property.

The Company prohibits unlawful harassment, sexual harassment, and retaliation, as well such conduct that does not rise to the level of being unlawful.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with a Crew's work performance or creating an intimidating, hostile, or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of pornographic or sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds or lewd or sexual comments about an individual's appearance, body, dress or sexuality;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements;

Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as: Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;

- Sabotaging an individual's work; and
- Bullying, yelling, name-calling.
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Bullying

The Company expressly prohibits bullying of Crew or anyone associated with the Company. Workplace bullying is defined as repeated, unreasonable behavior directed toward an Crew, customer, vendor, or other third party in the workplace that is intended to intimidate or humiliate, creates a risk to health and safety, or results in threatened or actual harm. Examples of prohibited bullying behavior includes:

- Intimidating, threatening, or hostile statements, actions, physical conduct, or gestures;
- Excluding someone from workplace activities or social isolation;
- Falsely accusing and punishing "errors" not actually made, blaming without justification;

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- Verbal abuse, demeaning comments, using patently offensive and derogatory terms, insults, and epithets;
- Direct, conditional, or veiled threats;
- Treating an individual differently than the rest of the work group;
- Yelling, screaming and other demeaning behavior;
- Giving an individual the majority of unpleasant tasks;
- Sabotage, or deliberately subverting, obstructing or disrupting another person’s work performance;
- Public humiliation; and
- Hostility, such as glaring, clenched fists or a threatening posture.

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

Crew who feel bullied should contact the HR Department. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

The Company strictly prohibits retaliation against an Crew for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

This policy in no way prohibits Crew from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Crew to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Gender Discrimination

The Company prohibits unlawful discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, including gender identity, self-image, appearance, behavior, or expression, regardless of whether the individual's gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the legal sex assigned to that individual at birth. The Company is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, Crew activities, and general treatment during employment.

Crew with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact Human Resources. The Company prohibits and does not tolerate retaliation against Crew who report issues or concerns of gender discrimination pursuant to this policy in good faith.

Domestic Violence, Sexual Assault and/or Stalking Accommodations

The Company provides all Crew members with reasonable accommodations if they are victims of domestic violence, sex offenses, human trafficking, criminal mischief, stalking, menacing, or reckless endangerment committed by members of the same family or household. Reasonable accommodations will also be provided to Crew who are family members of a victim of domestic violence or needed to assist a victim. Family members are any individual related by blood or an individual whose close association with the Crew is the equivalent of a family relationship, in addition to a child (of an Crew, spouse or domestic partner), spouse, domestic partner, parent (of an Crew, spouse or domestic partner), sibling, grandchild, or grandparent. Accommodations may include, but are not limited to, taking time off to attend court appearances or meetings with law enforcement or attorneys, obtaining an order of protection, finding new housing, changing a phone number, receiving medical treatment or counseling, recuperating from injuries, or addressing other issues related to the domestic violence. If a Crew seeks leave for covered reasons, accrued paid sick leave may be used for the time off. In addition, for any time off that is not covered by the Company Paid Sick Leave, Crew may substitute all applicable paid leave for time off. Accommodations will be granted unless they create an undue hardship. If such accommodations are needed, the Crew member must notify Human Resources and the Company reserves the right to request documentation supporting the accommodation. Any of the following is sufficient proof of domestic violence: a sworn statement from a professional helping her or him address the violence, such as a shelter or victims’ services agency, doctor, lawyer, or member of the clergy; a police record; a temporary or permanent restraining order; or other corroborating evidence. The Company recognizes that Crew members may lack the required documentation or have difficulty obtaining the required documentation to justify absences without compromising their safety. Therefore, the Company will consult with the Crew member to identify what documentation she/he might have or be able to obtain that will not compromise his/her safety-related needs.

Complaint Procedure

Any individual who believes that they or another individual have been subjected to prohibited harassment, sexual harassment, or retaliation should, as soon as possible, report it to a member of management, including any manager, director and/or General Manager or Human Resources team member.

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Complaints can be made orally or in writing. Complaints may also be made anonymously using the Company's toll-free EthicsPoint (Navex) Hotline: 1-844-348-9582 or online at www.cityexperiences.ethicspoint.com.

Crew are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the Crew is uncomfortable discussing such matters. Any supervisor or manager who receives a complaint of harassment, sexual harassment, or retaliation or information about suspected harassment, sexual harassment, or retaliation must immediately report it to your local Human Resources Department.

Crew are encouraged, but not required, to communicate to the offending person that his/her conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or Human Resources to assist, or making a report under this policy.

After a report is received, or the Company becomes aware of a possible violation of this policy, a fair, timely, thorough and objective investigation will be undertaken by Human Resources or an appropriate designee. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law and related information will only be shared with others on a need-to-know basis. After a report is received, the Company will document and track the progress of the investigation and will reach reasonable conclusions based on the information collected. Both the person(s) raising the complaint and the person(s) about whom the complaint was made will be permitted to provide information that may be relevant to the investigation. The Company also will gather information and speak with witnesses, as applicable.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The individual about whom the complaint was made will be informed of the outcome and, if the Company determines that this policy has been violated, will be subject to disciplinary action, up to and including termination of employment. The Company expects all Crew to fully cooperate with any investigation conducted by the Company into potential violations of this policy.

Manager's Responsibility for Complaints

All Managers and Supervisors have responsibility for handling complaints by:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;

· Ensuring that all Crew under their supervision have knowledge of and understand this policy;

- Promptly reporting any complaints using the Complaint Procedure set forth above so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another Crew or by the Company for using this complaint procedure, reporting proscribed harassment, sexual harassment, objecting to such conduct, or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern pursuant to the Complaint Procedure set out above. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Discipline

If the Company determines that this policy has been violated, including in the event that a manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

In addition to being subject to discipline for engaging in harassing or sexually harassing conduct themselves, supervisors and managers will be subject to discipline (up to and including termination) for failing to report suspected harassment or sexual harassment, or otherwise knowingly allowing harassment or sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited retaliation.

Good Faith Reporting

The initiation of a good faith complaint of harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the Crew was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Additional State Harassment Information

Please review your state/local required notices for information on contacting each state agencies harassment assistance.

Medical and Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a Crew member, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any individual who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the individual and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the individual, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the individual's ability to perform essential job functions.

Applicants and Crew members who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the individual, and possibly the individual's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the individual to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Requesting individuals are required to cooperate with this process by providing all necessary documentation supporting the need

for an accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Crew who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

The Company will reasonably accommodate exceptions to this policy if required due to a Crew's medical condition or disability. Crew who need such an accommodation should contact Human Resources

Pregnancy Accommodation

Pursuant to the Human Rights Law, the Company prohibits unlawful discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of an Crew for her pregnancy, childbirth, or related medical condition (including, but not limited to, infertility, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, miscarriage, lactation; and recovery from childbirth, miscarriage, and termination of pregnancy) to allow her to perform the essential requisites of the job, provided that such Crew's pregnancy, childbirth, or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the Company. Pregnancy under this policy includes being pregnant, and symptoms of pregnancy, including, without limitation, nausea, morning sickness, dehydration, increased appetite, swelling of extremities, and increased body temperature.

Any Crew who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources. If an Crew requested an accommodation but has not received an initial response within five (5) business days, she should contact Human Resources and/or the Department Director.

After receiving a request for an accommodation due to pregnancy, childbirth, or a related medical condition, or learning indirectly that an Crew requires such an accommodation, the Company will engage in a cooperative dialogue with the Crew. Even if an Crew has not formally requested an accommodation, the Company, in compliance with applicable law, may initiate a cooperative dialogue under certain circumstances, such as when the Company has knowledge that a Crew's performance at work has been negatively affected and also has a reasonable basis to believe that the issue is related to pregnancy, childbirth, or related medical condition.

The cooperative dialogue may take place in person, by telephone, or by electronic means. As part of the

Lactation Accommodation

cooperative dialogue, the Company will communicate openly and in good faith with the Crew in a timely manner in order to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the Crew. The Company is not required to provide the specific accommodation sought by an Crew, provided the alternatives are reasonable and either meet the specific needs of the Crew or specifically address the Crew's limitation.

As part of the cooperative dialogue, the Company reserves the right to request medical documentation from an Crew under the following circumstances:

- when an Crew requests time away from work, including for medical appointments, other than time off requested during the six- (6) to eight- (8) week period following childbirth (for recovery from childbirth); or
- when an Crew requests to work from home, either on an intermittent basis or a longer-term basis.

If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company reserves the right to request additional documentation from the Crew or, upon the Crew's consent, speak with the health care provider who provided the documentation. The Company will also allow an Crew to submit sufficient written verification should she not want the Company speaking with her medical provider. If applicable, an Crew whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, the Company will provide written notice to the Crew in a timely manner indicating that the Company:

- will be able to offer and provide a reasonable accommodation;
- will not be able to provide a reasonable accommodation to the Crew because there is no accommodation available that will not cause an undue hardship on the Company's operations; or
- will not be able to provide a reasonable accommodation to the Crew because no accommodation exists that will allow the Crew to perform the essential requisites of the job.

The Company will endeavor to keep confidential communications regarding requests for reasonable accommodations and all circumstances surrounding a Crew's pregnancy, childbirth, or related medical condition.

Crew with questions regarding this policy should contact Human Resources.

The Company will provide all Crew who wish to express breast milk at work with a reasonable amount of break time.

Crew needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. The break time used to express milk shall, if possible, run concurrently with Crew's lunch and break time. If the time for a Crew's break time does not run concurrently or when additional time is necessary, the break time may be unpaid for non-exempt Crew. Because exempt Crew receive their full salary during weeks in which they work, all exempt Crew who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

Crew will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, Crew should work with their supervisor or Human Resources regarding scheduling and reporting the extra break time. Where applicable law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

The Company will provide breastfeeding Crew with space in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public, to express breast milk. The room or location may include the place where the Crew normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

The Company prohibits retaliation against lactating Crew for exercising their rights in accordance with applicable law and this policy. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Crew should discuss with their supervisor the location for storage of expressed milk. In addition, Crew should contact their supervisor or Human Resources during their pregnancy or before their return to work to identify the need for a lactation area.

For Crew working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

Religious Accommodation

The Company will make, on request, an accommodation for religious beliefs, observances, and practices when a reasonable accommodation is possible that does not create an undue hardship on the Company's business. An Crew whose religious beliefs, observances, or practices conflict with his/her work schedule, the Company's Uniform and Appearance Policy, or any other aspects of employment, and who seeks a religious accommodation must submit a request for the accommodation to Human Resources to start the accommodation process. The Company requests that accommodation requests be made in writing, include the type of religious conflict that the Crew perceives and the Crew's suggested accommodation, and in the case of schedule adjustments, be provided as far in advance as possible.

Immigration Law Compliance

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. All offers of employment are contingent on verification of your identity and your right to work in the United States within three business days of commencing employment. On your first day of work you will be asked to provide original documents verifying your right to work and to sign a verification form required by federal law. If you cannot verify your right to work in the United States within three business days of employment, the Company will be required to terminate your employment immediately.

Drug Free Workplace/Alcohol Policy

The Company is committed to providing a safe and healthy workplace and promoting the health and well-being of its Crew. It is the intent of the Company to maintain a workplace that is free of the adverse effects of illegal drugs and alcohol and to discourage drug and alcohol abuse by its Crew. The intent of this Policy is to clarify the standard of conduct expected of all Crew in performing their responsibilities.

Substance abuse in the workplace can cause a number of work related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other Crew, and inferior quality in products or services. Crew who are under the influence of illegal drugs or alcohol on the job compromise the Company's interests, and endanger their own health and safety and the health and safety of others.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its Crew, and to protect its business, property, equipment, and operations, the Company has established this Policy regarding the use of alcohol and illegal drugs.

Applicability

This Policy applies to all Crew of the Company; however, Crew in safety-sensitive roles and positions that are subject to mandatory testing pursuant to United States Coast Guard ("USCG") and Department of Transportation regulations should refer to the separate USCG Drug/Alcohol-Free Workplace Policy that outlines additional requirements applicable to those positions. Compliance with this Policy is a condition of employment. The Company reserves the right to amend or modify this Policy in its discretion, in accordance with the requirements of law or for any other lawful reason.

Prohibited Behavior

It is a violation of this Policy to use, sell, possess, trade and/or offer to sell alcohol, drugs or intoxicants on the worksite or while conducting company-related work off-site. Crew should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur. In addition, any violation of this Policy may lead to discipline, up to and including termination.

For purposes of this Policy, "illegal drugs" means all drugs the use or possession of which is prohibited by federal, state or local law, including drug paraphernalia. "Illegal drugs" also includes controlled substances or prescription medication for which the individual does not have a valid prescription, or which is used in a manner inconsistent with the prescription. Marijuana remains illegal as a matter of federal law, and therefore the use and possession of marijuana and marijuana products (any product containing tetrahydrocannabinol or THC, including cannabidiol (CBD) products) during work time, while on duty or while on Company property are prohibited by this Policy. In no case may any Crew use or possess marijuana or marijuana products on Company property or during work time (including meal and break periods), and Crew must not come to work impaired.

Reasonable Suspicion Drug and Alcohol Testing Permitted

To the extent permitted by state law, Crew may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they are under the influence of illegal drugs or alcohol while working. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, the Crew's appearance or an odor of drugs or alcohol. Observations leading to reasonable suspicion determinations will be reasonably contemporaneous with the request for a test.²²

Failure to cooperate could result in further investigation and disciplinary action. A verified positive test will result

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in a termination of employment in violation of this policy. Human Resources should be involved in all such requests for reasonable suspicion testing.

To promote the Company's policy, the Company reserves the right to inspect and search any property on the Company's premises that might contain or hide illegal or unauthorized drugs.

All safety-sensitive Crew will be subject to:

- Pre-employment, post offer drug testing.

Reasonable cause alcohol and drug testing

- Post-accident or incident alcohol and drug testing – will be used in any circumstance if a person, vessel, or property is hurt or damaged; this also includes potential injury or damage, i.e., a “near miss”.
- In addition, Crew members holding positions that are considered safety-sensitive will be subject to periodic, random, and post marine incident drug testing as required by United States Coast Guard regulations.

All testing methods, procedures, locations and service providers will be the choice of the Company.

Consequences

The Company encourages Crew to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

Although an Crew may opt to take advantage of the assistance outlined below, they can still face disciplinary action as the result of the violation of the Drug-Free Workplace Policy.

Assistance

The Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our Crew, our Drug-Free Workplace Policy:

- Encourages Crew to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages Crew to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all Crew and their family members assistance with alcohol and drug problems through the Crew Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the Crew benefit plan. However, the

ultimate financial responsibility for recommended treatment belongs to the Crew.

An Crew is encouraged to contact Human Resources to request information on available services any applicable leaves of absences available under any state or federal law. The Company will reasonably accommodate any Crew who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the reasonable accommodation does not impose an undue hardship on the Company.

Workplace Violence Prevention

We are strongly committed to providing a safe workplace. The Company has zero tolerance for acts of violence and threats of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect Crew or that occur on the Company's premises. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously and violations of this policy will result in appropriate discipline, up to and including termination.

All Crew are prohibited from engaging in any physical confrontation with a violent or potentially violent individual, unless otherwise specifically covered in other Company policy. The Company expects and encourages all Crew to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Crew.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an Crew if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an Crew is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and

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- Threats or acts of violence resulting in the conviction of an Crew or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

effective measures to protect everyone from the threat of a violent act by a Crew member or by anyone else.

Weapons in the Workplace

The Company strictly prohibits Crew or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company Crew or persons providing services to the Company. Unless this prohibition is contrary to applicable law, the workplace specifically includes company parking areas. Crew are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the Crew for work purposes, unless the Crew is required to transport or store a weapon as part of the Crew's duties and the Crew has written permission from the CEO of the Company, or the CEO's authorized representative. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

There are certain positions in our Company that we permit Crew to carry knives for use in the normal course of duties.

Voluntary Open-Door Policy

The Company promotes an atmosphere whereby Crew can talk freely with members of management to foster communication, provide feedback, and discuss any matter of importance to the Crew member. Crew are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources is available for consultation and guidance.

While we provide Crew with this opportunity to communicate their views, please understand that not every complaint can be resolved to the Crew's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all Crew should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Crew should utilize this Voluntary Open-Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual
- Threatening an individual or the individual's family, friends, associates or property with harm
- The intentional destruction or threat of destruction of the Company's or another's property
- Menacing or threatening phone calls
- Stalking
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company Crew and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including, but not limited to, threats by co-workers, should be reported immediately to any other member of management with whom you feel comfortable. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints and to the extent permitted by applicable law. All threats will be promptly investigated. No Crew member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take swift and appropriate disciplinary action, up to and including termination.

If you are the recipient of a threat made by an outside party, including, but not limited to, consultants, contractors, customers, vendors, and visitors, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our facilities. Indeed, we want to take

Whistleblower Policy

We Encourage A Speak Up Culture

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, the Company encourages Crew to speak up and raise questions and concerns promptly about any situation that may violate our core values or our policies. Our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

Commitment to our Code and the Law

The Company is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Core Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

For purposes of this policy, references to our “Code” should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company’s policies and procedures, as well as applicable laws.

We expect all our Crew, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns About Conduct that may Violate our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within the Company, involves one of the Company’s contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to the Company.

Nothing in this Crew Handbook prohibits an Crew from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws. Other parts of this Handbook address the confidentiality of the Company’s trade secrets and other proprietary information. You should note that in raising any questions or concerns you may have about potentially illegal conduct, pursuant to the

2016 Defense Trade Secrets Act (DTSA), no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. And, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award.

The Company Does Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an Crew in good faith raises a question or concern about a violation or suspected violation of our Code, our policies, or the laws and regulations under which we do business, or because the Crew participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an Crew from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority (e.g., the Securities and Exchange Commission, EEOC, or Department of Labor), or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation the Company prohibits:

- Adverse employment action affecting a Crew’s salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding an Crew from important meetings;
- Threatening an Crew who has made a report;
- Directing an Crew who has made a report not to report to outside regulators;

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308

- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward an Crew who has reported a concern.

It is the Company's policy to adhere to all applicable laws protecting our Crew against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

How to Raise Questions and Concerns

Crew can submit their good faith questions or concerns about conduct they believe may violate our Code, our policies or the laws and regulations under which we do business to:

- Their supervisor or manager
- Our Anonymous EthicsPoint Hotline: (844) 348-9582 or online at www.cityexperiences.ethicspoint.com

When an Crew raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Please note that Crew can submit concerns anonymously and confidentially through our Anonymous EthicsPoint Hotline (please see above for contact information).

When raising concerns, we ask that Crew provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit Crew from participating in an investigation or proceeding conducted by one of these agencies.

What the Company Will Do

The Company is committed to reviewing all reported concerns, conducting proper, fair and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an

investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations and expects that Crew will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. The Company also expects that Crew will provide truthful information when participating in an investigation and, during the investigation, will keep matters related to the investigation confidential.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

Adherence to This Policy

Crew who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any Crew who unlawfully discriminates or retaliates against another Crew as a result of the Crew's protected actions as described in this policy may be subject to corrective action, up to and including termination.

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EMPLOYMENT PROCEDURES



EMPLOYMENT PROCEDURES



Recruiting and Posting of Openings

The Company seeks to promote qualified Crew members from within where it is possible to do so, consistent with the need for staffing all positions with highly competent and qualified individuals. New job openings are posted on the Company Internet site. Crew members interested in alternate positions are encouraged to review the website periodically. Crew members who refer a new Crew member may be eligible for a referral bonus.

Job Descriptions

The Company strives to maintain job descriptions for each position. If you do not have a copy of a current job description you should request one from your supervisor. Job descriptions prepared by the Company serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to Company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the Crew member.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or Human Resources.

Referring a Candidate

The Company is always on the lookout for talented and dependable people. Crew members are encouraged to refer eligible candidates for employment with the Company. Depending on the demand for a position, the Company may pay a referral bonus to an eligible Crew who refers a candidate that is hired by the Company as a result of the introduction, provided the below terms are met. The bonus will typically be paid on the next payroll following the referral successfully completing ninety days (90) of employment. Any referral bonus will be paid through payroll and is taxable. Candidates must apply through the Company's applicant tracking system, and name the referring Crew in the original application.

Eligibility

- Referral must be hired.
- The referring Crew must be employed by the Company at the time the bonus is paid.

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

- Members of Human Resources are ineligible for referral bonuses.
- Department managers and directors are ineligible for referral bonuses for Crew hired into their own departments.
- No retrospective or 'after the application' referrals will be accepted.
- A referring Crew who resigns or is terminated from the Company prior to the bonus payment date is not eligible to receive a referral bonus.
- Human Resources will make the final decision regarding whether the above terms have been met.
- Crew who are rehires are not eligible to receive a referral bonus from the referrer.

Background and Reference Checking

To ensure that individuals who join the Company are well qualified and to ensure that the Company maintains a safe and productive work environment, and in accordance with applicable local, state, federal, port, government and Coast Guard regulations, it is our policy to conduct post-offer/ pre-employment background checks on all applicants who have been extended a contingent offer of employment. Background checks may include, but are not limited to, verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Company.

All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and applicable state and federal, fair credit reporting, privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the Company to deny employment, a copy of the report may be provided to the applicant. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or a Crew's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law.

Additional checks such as a driving record, educational verification or credit report may be made on applicants for particular job categories as appropriate, if job-related and only to the extent permitted under applicable law.

The Company also reserves the right to conduct a background check for current Crew to determine eligibility for promotion or reassignment in the same manner as described above. Driving records will be obtained periodically throughout employment for all Crew that may drive vehicles on behalf of the Company.

Employment offers will be made and conditioned upon successful background clearance, but under no circumstances will applicants be allowed to start working before a successful background clearance is received.

The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Initial Employment Period

The first 90 days following hire/promotion/transfer is considered an initial employment period. Every new Crew goes through an initial period of adjustment in order to learn about the Company and about their job. During this time, the Crew will have an opportunity to find out if they are suited to, and like, their new position.

Additionally, the initial employment period gives the Crew's supervisor a reasonable period of time to evaluate performance.

During this time, the new Crew will be provided with training and guidance from their supervisor and may be discharged at any time, in the Company's sole discretion, during this period if the supervisor concludes that the Crew is not progressing or performing satisfactorily. Additionally, as is true at all times during a Crew's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, for any reason or no reason at any time. Nothing in this Handbook or this initial employment period policy alters the fact that employment with the Company is at will.

Internal Investigations and the Company's Right to Search

From time to time, the Company may conduct internal investigations pertaining to security, auditing or work-related matters. Crew are required to cooperate fully with and assist in these investigations if requested to do so.

Desks, lockers, and other storage devices are provided for the convenience of Crew but remain the sole property of the Company. Accordingly, whenever necessary, in the Company's sole discretion, work areas (e.g., desks, file cabinets, lockers, other storage devices, etc.), as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without notice.

In addition, to ensure the safety and security of Crew and customers, and to protect the Company's business

interests, the Company reserves the right to inspect or search any Crew or other individual entering or leaving the Company's premises, including the right to inspect or search personal belongings (e.g., brief cases, handbags, packages, knapsacks, shopping bags, etc.) with or without notice at any time. Crew are required to cooperate. If a non-exempt Crew is present during any search or inspection, the Crew must report the time spent during the search or inspection as working time. On-board Crew members may not bring any packages, bottles, knapsacks or any containers of any kind on board unless specifically authorized to do so by a supervisor.

An individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management Crew of the same gender. The Company will not tolerate any Crew's refusal to submit to a search.

Personnel Files and Status Changes

Crew personnel files are the property of the Company. Crew who wish to review their own file should contact Human Resources. With reasonable advanced notice, the Crew member may review their own file in the Company's offices and in the presence of any individual appointed by the Company to maintain the files in accordance with applicable law. Crew may not be allowed to view investigation records or any letters of reference that have been prepared or collected by management. Crew will be provided access to personnel records in accordance with applicable law.

Only authorized members of management and Human Resources have access to a Crew's personnel file. However, the Company will cooperate with—and provide access to a Crew's personnel file to—law enforcement officials or local, state or federal agencies or in response to a subpoena in accordance with applicable law.

Crew members are responsible for promptly notifying Human Resources of any changes in personnel data, including name changes, addresses, telephone numbers, marital status, number and names of dependents, next of kin, beneficiaries, or emergency contacts. If any data changes, notify Human Resources or update information in the HR system.

Progressive Discipline

The Company believes that Crew members thrive when in positions that utilize their strengths. Occasionally, there are times when a Crew member falls short of expectations. When this happens, we believe in treating a Crew member with respect. While Crew members have the responsibility to perform their duties to the best of their ability and to the standards as set forth in their job description or as otherwise established, we believe supervisors have the responsibility to provide fair coaching and counseling to their Crew members regarding performance expectations and shortfalls.

The Company supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our company values, human resource best practices, and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. The Company reserves the right to combine or skip steps in this process, depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the Crew member's work record; and the impact the conduct and performance issues have on our Company.

The following outlines the Company's progressive discipline process:

- Verbal warning: A supervisor verbally counsels a Crew member about an issue or concern, and a written record of the discussion is placed in the Crew member's file for future reference.
- Written warning: Written warnings are used for behavior or violations that a supervisor considers a problem or in situations when a verbal warning has not helped change the unacceptable behavior. Written warnings are placed in a Crew member's file. Crew members should recognize this as a serious signal of performance issues. A written warning may or may not be accompanied by or followed by an unpaid suspension.
- Final Warning/Performance Improvement Plan: Whenever a Crew member has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the Crew member may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the Crew member must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified. At the end of the performance improvement period, the PIP may be closed or, if established goals are not met, the Crew member may be terminated.

The Company reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Standards of Conduct

All Crew are expected to conduct themselves in an ethical manner, conforming to all Company policies and expectations of standards while on duty, when in a recognizable uniform, when in vicinity of the Company vessels or offices, and while attending Company sponsored events. The following behaviors are prohibited and will not be tolerated by the Company. The types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They do not constitute a complete list of all types of conduct that can result in disciplinary action, up to and including discharge.

Examples of misconduct that may result in disciplinary action, up to and including termination, include, but are not limited to:

- Unlawful harassment, including sexual harassment.
- Stealing or removing, without permission, Company property or property of another Crew, a customer, or a visitor.
- Engaging in acts of violence or threats of violence toward Crew.
- Causing, creating, or participating in a disruption of any kind during working hours on Company property.
- Participating in unprofessional conduct or practical jokes on Company time or on Company premises.
- Violation of any Company safety, health, or security rule.
- Possession, distribution, sale, transfer, or use of alcoholic beverages on Company premises, or use, distribution, sale, transfer, or possession of illegal drugs, or being under the influence of illegal drugs or alcohol on Company premises.
- Falsification or manipulation of employment records, employment information, or other Company records.
- Engaging in acts of theft or sabotage.
- Unauthorized use of Company equipment, time, materials, or facilities for personal reasons.
- Giving the Company's products away free of charge or at a discount to any person in violation of the Company's policies.
- Deliberate or careless destruction or damage to any Company property or the property of any Crew, a customer, or a visitor.
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices on Company property or during on-duty time, without proper authorization, unless applicable law provides otherwise. Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the Crew the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, Crew will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, Crew are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building.
- Neglect or carelessness that results in damage or destruction of a customer's or the Company's property or endangers the life or health of any person.
- Insubordination, including, but not limited to, failure or refusal to obey the instructions of a supervisor or the use of abusive or threatening language toward a supervisor.
- Use of abusive, violent, unprofessional, threatening, or vulgar language at any time during working time or while on Company property.
- Unsafe handling of equipment and/or hazardous materials/chemicals.
- Unsatisfactory job performance.
- Failure to observe working schedules, including lunch and break periods, and time clock procedures, including reporting working time inaccurately.
- Recording the work time of another Crew, allowing any Crew to record another Crew's work time, or allowing the falsification of any time card, whether yours or another Crew's.
- Working overtime without prior authorization from management.
- Excessive, unexcused tardiness in violation of the Attendance policy in this Handbook.
- Unreported absence of three (3) consecutive scheduled workdays.
- Failure to obtain permission to leave work for any reason during normal working time.
- Failure to notify a manager when unable to report to work.
- Abuse of the Company's electronic resources, including, but not limited to, sending personal emails during working time or in a manner that interferes with work performance.
- Sleeping on the job
- Failure to adhere to Company Grooming Guidelines
- Failure to promptly report to supervisor the loss of or known malfunctioning of tools, vehicles, or equipment, electrical or mechanical.

- Convictions for traffic violations or driving under the influence of alcohol or drugs while performing Company business in a Company vehicle.
- Reckless use of and/or damage to Company vehicle.
- Failure to comply with the Distracted Driver policy.
- Lack of courteous treatment of customers.
- Failure to provide a physician's certificate when requested or required to do so in accordance with applicable law.
- Committing a fraudulent act under any circumstances.

Although employment may be terminated at-will by either the Crew or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the Crew or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Crew Handbook, only the CEO of the Company has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing signed by the CEO of the Company.

Termination of Employment

Upon voluntary resignation or involuntary termination, the Crew will be asked to complete an exit interview online and to fill out documents which will assist them in their transition from the Company.

Crew of the Company are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

Post Job Abandonment

Abandonment of the Crew's post or job assignment initiated by the Crew and/or that is not approved by management is considered a voluntary resignation.

Voluntary Termination

Voluntary resignations include, but are not limited to, written or verbal resignation, retirement, and job abandonment. An Crew is considered to have abandoned the job if they fail to report to work for three (3) consecutively scheduled workdays without notice to or approval by their manager.

Crew who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Crew in good standing who retire or resign from their positions may be eligible for re-hire.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an Crew. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, the falsification of information or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

Pay and Benefits Upon Termination

Final wages will be paid in accordance with applicable law.

Return of Company Property

All Company-owned property (e.g., vehicles, keys, uniforms, identification badges, credit cards, computers, etc.) that is in a Crew's possession or control must be returned immediately upon termination of employment or immediately upon request. We may also take all action deemed appropriate to recover or protect company property.

References of Verification of Employment

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Company should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the Company's behalf for current or former Crew. Our policy concerning references for former Crew is to disclose only the dates of employment and the title of the last position held.

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PAY AND PERFORMANCE



PAY AND PERFORMANCE



Workweek

The workweek is a week's period of time beginning at 12:01 am at the start of the week and ending at midnight at the end of the week. If hours worked exceed the last day of the week at midnight, then all work performed in the same shift will be counted towards the prior work week.

- The Companies standard work week begins at 12:01 am on Monday and ends at midnight the following Sunday
- For HMS Ferries, American Queen, Vicotry Cruise Lines and Shore Excursions of America, the work week begins at 12:02 am on Saturday and ends at midnight the following Friday

Work Schedules

The Company is normally open for business 7 days a week for 365 days a year. Your supervisor or other designated person will assign your work schedule with a minimum of 2 weeks advance notice. However, scheduling changes or less notice may occur at times due to unanticipated or unforeseen factors.

All Crew are expected to be at their designated work area at the start of their scheduled shift, ready to perform their work.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Gratuities and Tips

Gratuities are voluntary payments by guests to a particular Crew, or Crew members as a group, in recognition of good service. A full Tipping Policy is available from your supervisor or from Human Resources.

Incentive Compensation and Commission Plans

Crew who participate in an incentive compensation or commission plan will be provided a plan document for review and signature. Please see your supervisor or Human Resources for additional information.

Meals and Rest Periods

It is the Company's policy to comply with all laws regarding meal and rest breaks. Crew should refer to their state-specific supplement for additional

Pay Transparency

information regarding meal and rest breaks required under state law.

If an Crew works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion.

Any rest breaks of short duration (2 or 10 minutes, no less and no more) will be counted as “hours worked” and paid accordingly. Meal breaks lasting 30 minutes or more are not considered “hours worked” for purposes of federal law.

Crew will be completely relieved from work duties during any unpaid meal break.

Non-exempt Crew must record the beginning and ending time of their meal breaks each day on their time records.

Please see Human Resources for policies concerning meals and/or drinks that may be provided onboard during normal business hours.

Overtime

As necessary, Crew may be required to work overtime. However, only non-exempt Crew qualify for overtime pay. To work overtime, a non-exempt Crew must obtain permission from his or her supervisor. If a non-exempt Crew works overtime without receiving permission from his or her supervisor, the Crew may be disciplined, up to and including discharge.

The Company provides compensation for all overtime hours worked by a non-exempt Crew in accordance with state or federal law.

Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

Exempt Crew are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Crew.

Paychecks and Direct Deposit

Crew will be paid by check or direct deposit. All Crew are encouraged to sign up for direct deposit and access pay stubs online to the extent permitted under applicable law. Crew who receive wages via electronic direct deposit will receive deposit advice “electronically” on each payday. For Crew who receive wages via checks, the check is normally available at 3:00 p.m. at the worksite or other place of business designated by management.

Please see Human Resources for instructions on direct deposit and online access.

The Company will not discharge or in any other manner discriminate against Crew or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another Crew or applicant. However, Crew who have access to the compensation information of other Crew or applicants as a part of their essential job functions cannot disclose the pay of other Crew or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company, or (c) consistent with the Company’s legal duty to furnish information.

Payment of Wages

Crew of the Company are paid biweekly or weekly depending on state law. If a regular payday falls on a company-recognized holiday or weekend, Crew will be paid on the workday preceding the regular payday.

Reporting Payroll Discrepancies or Obtaining Information

If any Crew, exempt or non-exempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect Crew total hours worked or salary, that Crew should promptly contact Human Resources, a supervisor or any other member of management.

Every report will be fully investigated, and the Company will provide the Crew with any compensation to which the Crew is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Payroll Deductions

The Company is required by federal and some state laws to make certain deductions from your paycheck each pay period, such as federal and state income tax, Social Security, and Medicare. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

Improper Deduction Occurs

As an Crew, if you believe that an improper deduction has been made to your paycheck, you should immediately

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report this information to your direct supervisor, or to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Timekeeping

All non-exempt Crew must scan in and scan out at the beginning and end of their shifts, and for meal breaks. Ten-minute breaks need not be scanned.

Time records are electronically transmitted for each pay period, and are provided to your supervisor for approval before payday. When Crew receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Biometric time clocks may be located throughout the property and/or on vessels. In addition, webclocks, desktops, laptops, ipads, mobile phones or sign-out sheets are available for Crew use. Non-exempt Crew must report all time worked and not work any time that is not authorized by their supervisors. This means non-exempt Crew must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Crew who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Company's policy for anyone to instruct or encourage another Crew to work "off the clock," to incorrectly report hours worked, or to alter another Crew time records. If any Crew is directed or encouraged to incorrectly report hours worked, or to alter another Crew time records, they should report the incident immediately to a supervisor or Human Resources.

Transfers

The Company has a history of promoting from within and will, as feasible, first consider Crew in good standing and with the necessary qualifications for any open positions, unless outside recruitment is considered to be in the Company's best interest in the Company's sole discretion.

To be considered for an internal transfer, a Crew member must have a satisfactory performance record as determined by the Company with no disciplinary actions taken in the last three (3) months.

Crew interested in a posted position must submit an application online before the closing date of the posting. Crew members are strongly encouraged to discuss career interests with their supervisor or human resources when submitting an application.

Full policy and procedures are available from Human Resources.

To the extent possible, Crew will receive periodic performance reviews. The frequency of performance evaluations will vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluation should help you become aware of your progress and areas for improvement. After your review, you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you by your manager, and that you are aware of its contents.

You should note that a good performance evaluation does not guarantee a pay raise or a promotion because pay increases and promotions may not occur every year, and these decisions are made at the sole discretion of the Company and depend on a number of factors in addition to an individual's performance. Nor is a good performance evaluation a promise of continued employment. Your employment at the Company is at will. Therefore, either you or the Company may terminate the employment relationship with or without cause and with or without notice, for any reason or no reason, at any time. Nothing in this policy alters the fact that your employment with the Company is at-will. The Company reserves the right to make any personnel changes (including termination) before or after performance evaluations.

Travel Time

Occasionally hourly Crew are asked to travel to other locations outside of their normal homeport to work. In-transit hours are paid at minimum wage (whichever applicable minimum wage is greater).

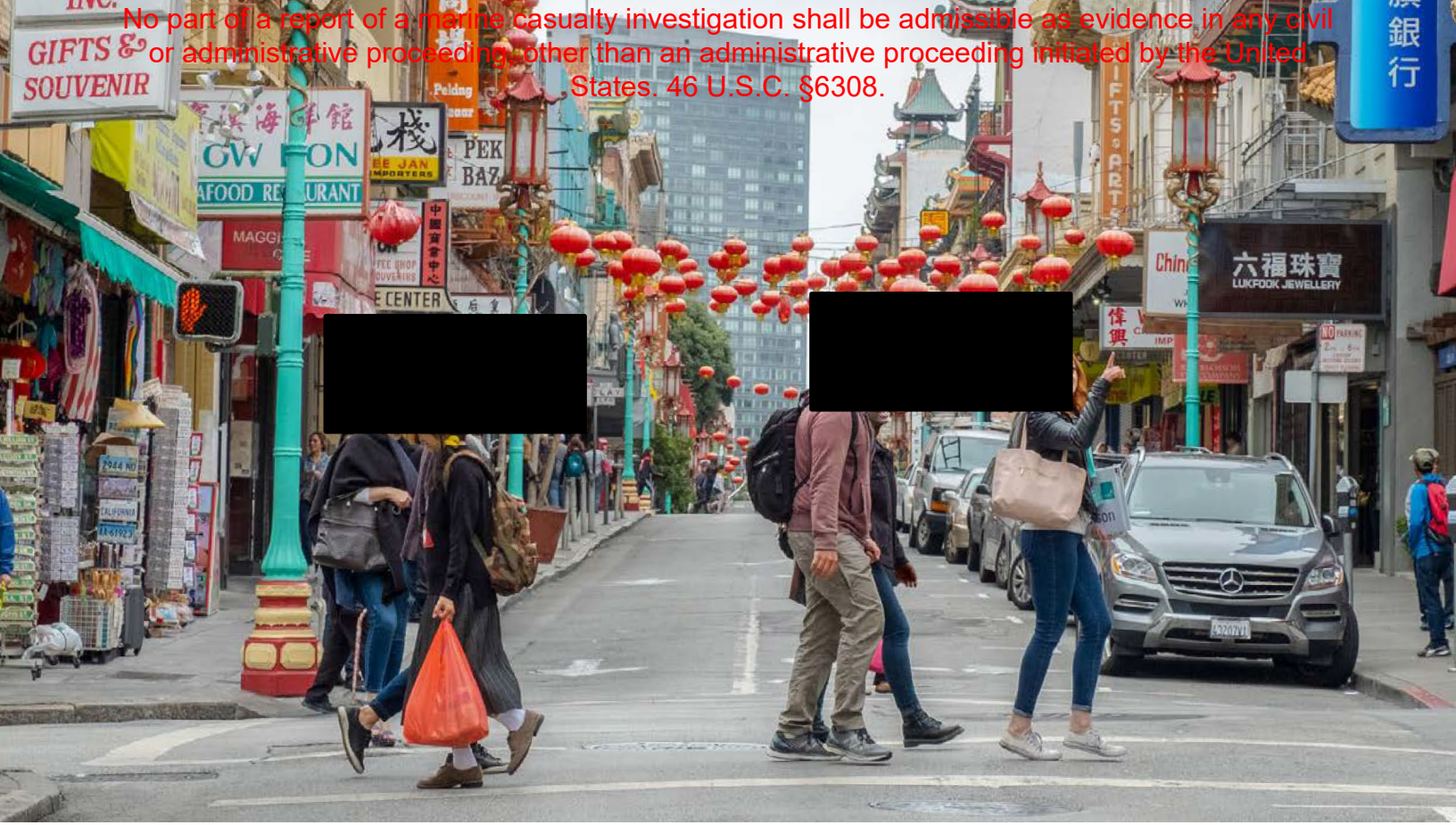
For travel that keeps an Crew away from home overnight, travel time starts when the Crew leaves for the airport or begins car travel for that day. Travel time will continue until Crew arrives at the hotel or the new port office location.

Remote Trips

The Company has many locations. At times, remote boat deliveries and/or events are booked at other port locations and Crew may be asked to accompany a vessel. Please see Human Resources for Remote Trip policies.

Training

The Company offers extensive training and development programs to ensure we deliver on the promise of providing amazing experiences to our guests and to help our Crew grow and succeed. New Crew participate in a structured



training program to help them learn more about the Company, our offering and our expectations. On the job training is provided by key Company managers who teach new Crew the ins and outs of the job. External on-line resources are used for some training.

Salaried Exempt Crew Pay & Deductions

Salaried Exempt Crew are paid on a salary basis. This means the Crew regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the Crew work. Subject to any exceptions provided by applicable law, salaried exempt Crew will receive their salary for any week in which an Crew performs any work. Crew who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or vacation.

The Company complies with the salary pay requirements of the Fair Labor Standards Act ("FLSA") and all applicable state & local laws. Therefore, we prohibit improper deductions from the salaries of exempt Crew that violate the FLSA or applicable state or local laws. Crew are encouraged to bring any questions concerning their salary pay to Human Resources.

There are certain circumstances where deductions from the salaries of exempt Crew are legally permissible. Such circumstances include:

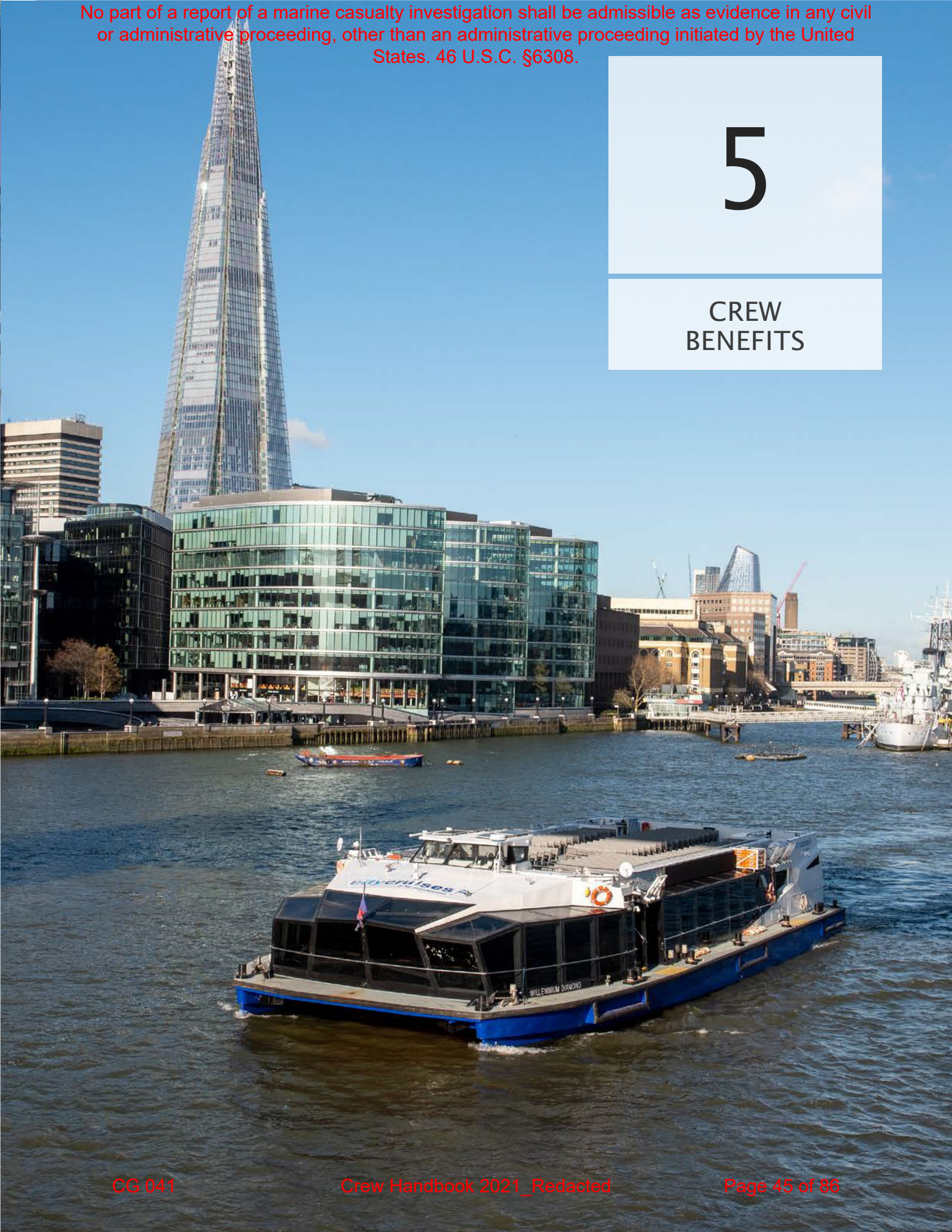
- When an exempt Crew is absent from work for one or more full days for personal reasons other than sickness or disability. However, the Crew may use available vacation
- When an exempt Crew is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, the Company is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt Crew takes unpaid leave under the Family and Medical Leave Act or corresponding laws; or for penalties imposed in good faith for infraction of safety rules of major significance.

The above information pertains to Salaried Exempt Crew, not Daily Exempt or Hourly Exempt.

5

CREW BENEFITS



EMPLOYMENT BENEFITS



Employment Status

This section provides a summary of the benefits available to the Company's Crew. These benefits are provided through contracts with outside insurance providers, pursuant to detailed policies. In the event of any questions regarding the nature or extent of plan benefits, or if there is a conflict between this brief summary in the Handbook and the terms of the detailed policies, the language of the policies themselves will be controlling – not the summary language in this Handbook.

Plan documents, if applicable, are available for your inspection. The Company and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Employment benefits vary according to the position and status of the Crew. To receive certain benefits, eligible Crew may be required to meet participation requirements and pay required premiums and other contributions.

Crew should contact Human Resources for detailed benefits information.

Job Classification

Your Crew classification depends on your position, your pay, and your job responsibilities. Crew will be notified of their classification at the time of hire and of any subsequent changes in their classification. Your job classification determines the applicability of certain laws to you and affects your eligibility to participate in our Benefits Program.

Job classifications are audited every twelve months in May and are based on hours worked in the preceding twelve-month period between May 1 and April 30 (also known as the "Standard Measurement Period") with any classification changes effective July 1. These changes pertain to Hourly Crew members only.

All changes to Crew Job Classification will be documented with a formal written notice. In the absence of a notification from the Company, a change in Job Classification has not occurred.

Crew should contact Human Resources with any questions or concerns regarding their job classification or their classification as exempt or nonexempt.

Full-Time

Salaried:

Exempt salaried Crew (“Salaried Crew”) are those engaged in job assignments that meet specific tests established by the federal Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from minimum wage and overtime pay requirements. Salaried Crew are generally paid a fixed salary, regardless of the number of hours worked, and are not entitled to overtime compensation. Exempt Crew are generally expected to work a minimum 40-hour workweek and may participate in all benefits programs, subject to the terms and conditions of those programs.

Full-Time Hourly:

Non-Exempt full-time Crew (“Hourly Full-Time Crew”) are regularly scheduled to work and do work over 30 hours per week, are required to clock in and out, are paid on an hourly basis and are paid overtime in accordance with applicable law. Persons in this classification may participate in all benefits programs, subject to the terms and conditions of those programs.

Part-Time

Part-Time Hourly Variable:

The Non-Exempt Variable Crew (“Hourly Variable Crew”) classification was created to comply with the Patient Protection and Affordable Care Act (PPACA). Persons in this job classification have hours that vary, but generally are not scheduled to work more than 30 hours per week. An increase in hours from time-to-time does not signify a change in classification. Hourly Variable Crew are required to clock in and out, are paid on an hourly basis, and are paid overtime for hours worked in accordance with applicable law. Persons in this classification generally are not eligible to participate in the Company’s Crew benefit programs and services, except as required by applicable law.

Other

Daily Paid:

Daily Paid Crew (“Daily Paid Crew”) are non-exempt Crew who receive a fixed amount of daily pay for each workday on which they perform any work. Crew in this job classification are required to clock in and out where applicable. Depending on Full Time or Part Time status, Crew may be eligible to participate in the Company’s Crew benefit programs and services.

Hourly Exempt:

Hourly Exempt Paid Crew (“Hourly Exempt Paid Crew”) are subject to the Seaman’s Exemption will be paid on an hourly basis but will be exempt from overtime pay. Crew in this job classification are required to clock in and out where

applicable, are paid an hourly rate, and (depending on Full Time or Part Time status) may be eligible to participate in the Company’s Crew benefit programs and services.

Seasonal:

Seasonal Crew (“Seasonal Crew”) are those paid an hourly or daily wage and are scheduled to work for a maximum of six (6) months. Crew in this job classification are required to clock in and out, are paid on an hourly or daily basis, and are paid overtime for hours worked in accordance with applicable law unless exempt.

FLSA Status

Exempt Crew:

Exempt Crew are Crew whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt Crew are typically compensated on a salary basis.

Non-Exempt Crew:

Non-exempt Crew are Crew whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Non-exempt Crew are eligible to receive overtime pay for hours worked in accordance with applicable state law.

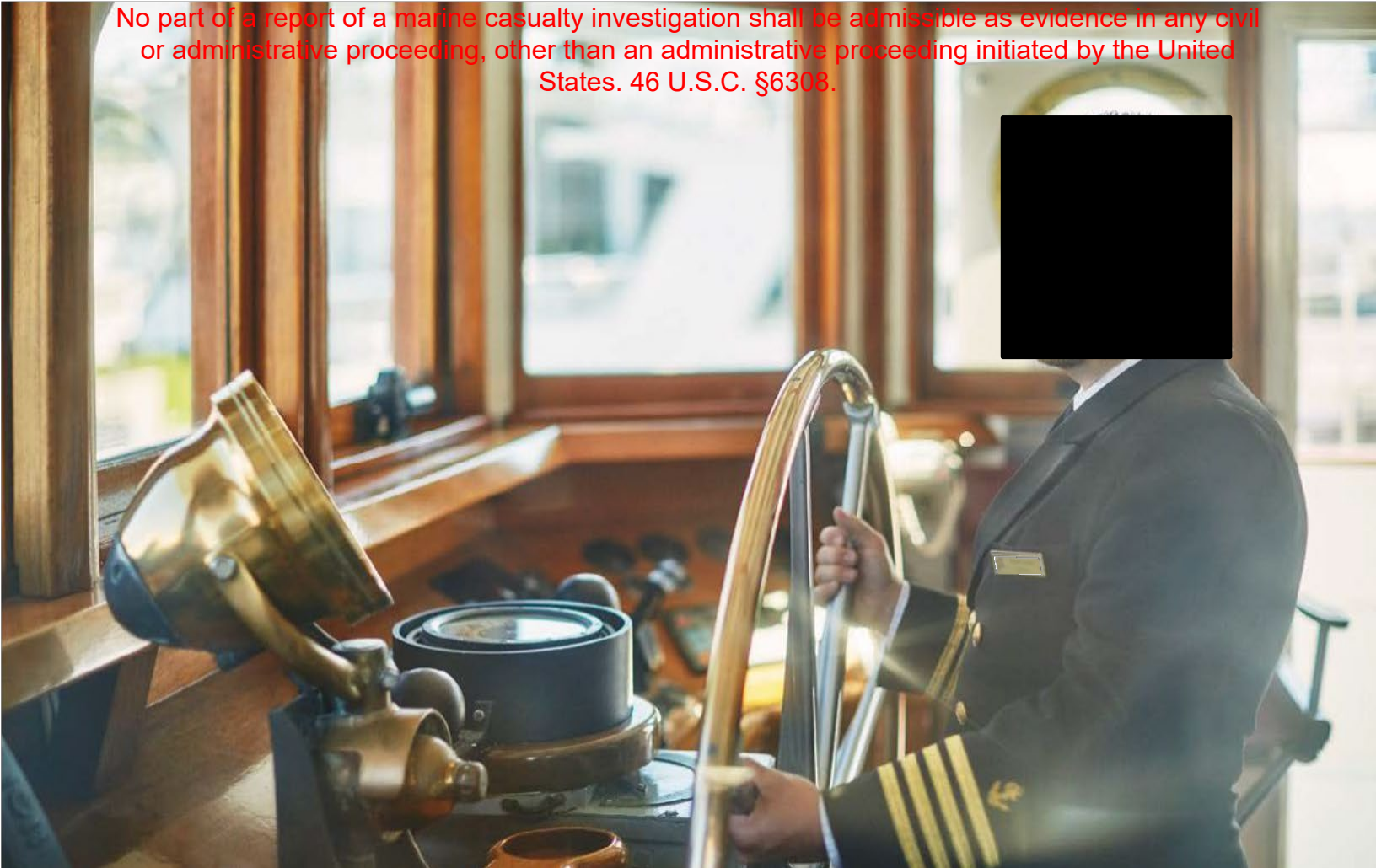
Benefit Summaries

Full Benefit Summaries are available for each Crew classification, per location. Benefit Summaries are available on the Benefits Portal, from your supervisor, or Human Resources.

Health Coverage

Medical, dental and vision, coverage are available to eligible Crew and their spouses/domestic partner, and eligible dependent children in compliance with applicable laws. Crew become eligible on the first day of the month following the date of hire or status change.

Once eligible you will be given access to the Benefits Portal and will receive a Benefit Summary, which includes plan descriptions and contribution schedule. Before you elect coverage and use the insurance plans, you should carefully read the plan documents to determine the exact level of coverage. Crew will have 30 days from their hire date to enroll. Once the selection is made it will remain fixed for the remainder of the plan year; however, Crew will have an opportunity to make changes to their benefit selections during the Company’s annual open enrollment period. Crew who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a



change in their benefit selection when that event occurs, in accordance with the terms of the Plan document.

Contributions (if any) will be withheld (by your election) on a pre-tax basis or post-tax basis for voluntary benefit deductions, from each paycheck. If you do not wish to participate in the health/ dental/vision plan, you must sign a waiver declining coverage.

Crew should contact Human Resources or the Benefits team with any questions regarding benefits.

Retirement Plan

The Company offers a 401(k) workplace savings plan ("Plan") to eligible Crew. After one year of service, salaried, hourly full time, hourly part time variable, daily and exempt, and seasonal Crew members age 21 and older are eligible to participate in our Fidelity 401(k) plan. Since the type and level of benefits vary according to the terms of each plan and are subject to modification, they are not specifically set forth in this Handbook. Each plan is described in detail in a summary plan description, a copy of which is provided to each Crew eligible to participate in such plan. As part of the Company's commitment to your holistic well-being, all eligible Crew members will be automatically enrolled at 3% of their earnings after 1 year of service from their original hire date; however, Crew members may adjust their level of

contribution. Those wishing to make changes or waive out of the plan may do so at www.401k.com.

Nothing in this policy shall be deemed to modify any Crew benefit plan or plans referred to herein or that may subsequently be established.

Continuation of Health Benefits After Leaving the Company (COBRA)

Crew members and dependents, including domestic partners, covered by the Company's Health Plan have a right to elect continuation of coverage under COBRA if they lose group health coverage because of a reduction in work hours, termination, personal leave of absence or loss of dependent status, provided that any of these events are not the result of gross misconduct on the part of the Crew member.

Literacy Program Assistance

The Company supports all Crew who wish to develop English language skills to achieve greater fluency and/or Literacy. The Company will assist in the following ways:

- Providing employees with locations of local adult English language programs;

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

- Assisting with a one-time maximum \$150.00 tuition reimbursements for completion of English language program (proof of completion required);
- Providing reasonable scheduling accommodation for English language classes or training;
- Permitting non-exempt Crew to use any accrued and available vacation pay to make up for work that is missed to attend English language classes. Proof of attendance may be required.

To be eligible for such assistance, the Crew must have been employed by the Company for one full year. If an Crew seeks such English language assistance, the Company will seek to maintain such information in confidence and will ensure that no Crew member is terminated or retaliated against, as a result of seeking such assistance.

Crew Assistance Program (EAP)

The Crew Assistance Program (EAP) program is a professional counseling and referral service designed to help Crew with personal, job or family issues. The EAP deals with a variety of issues including, but not limited to: substance abuse; family issues; marital problems; financial advice; and emotional or mental health needs. The EAP service is FREE to all Crew and their immediate family members. This is a voluntary service and is strictly confidential. The EAP is available 24 hours a day, 7 days a week, see your local Human Resources department for more information.

TWIC/MMD (ZCard)/Captain License Endorsement Reimbursements

The Company will reimburse Crew members for obtaining a Captain Endorsement in order to maintain their licenses to work on our vessels. See Human Resources for details about what endorsements qualify for reimbursement.

Crew will need to obtain approval from Human Resources and be in good standing for 6 months in order to qualify. Approval from Human Resources must be provided and requested before applying for a license renewal.

Other Benefits

Additional benefits and eligibility rules may vary by location, and are covered in the Benefits Summary or are available from Human Resources.

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CREW LEAVE AND TIME-OFF POLICIES



CREW LEAVE AND TIME-OFF POLICIES



Leave Types

The Company offers a variety of leaves, both paid and unpaid. Eligibility for each leave varies, so please read the requirements carefully and check with Human Resources with any questions.

Family/Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” In any case, Crew will be eligible for the most generous benefits available under applicable law.

Eligibility

To be eligible for FMLA Leave benefits, Crew must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 Crew are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for Crew who have been on a protected military leave of absence.

If Crew are unsure whether they qualify, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because Crew legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an Crew child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition) (Family Care Leave);

- Crew's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

- "Spouse" means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

- "Key Crew" means a salaried FMLA-eligible Crew who is among the highest paid 10 percent of all the Crew employed by the employer within 75 miles of the Crew worksite.

Definitions

- "Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- "Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is the calendar year, which begins each January, and ends each December.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond Crew FMLA entitlement may be granted when the leave is necessitated by Crew work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, Crew may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing Crew normal weekly or daily work schedule. An Crew may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the Crew is seriously ill and unable to work.



Leave taken intermittently may be taken in increments of no less than one hour. Crew who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require Crew to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a Part Time position, to better accommodate recurring periods of leave.

If a Crew's request for intermittent leave is approved, the Company may later require Crew to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on a Crew's report that an absence qualifies for FMLA Leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Crew are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the Crew

becomes aware of the need for leave or the next business day);

- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the Crew's own serious health condition or the serious health condition of the Crew's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Crew are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, Crew must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if a Crew's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the Crew reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the Crew requests an extension of leave;

(2) the circumstances of the Crew's condition as described by the previous certification change significantly (e.g., Crew absences deviate from the duration or frequency set forth in the previous certification; Crew's condition becomes more severe than indicated in the original certification; Crew's encounter complications); or (3) the Company receives information that casts doubt upon the Crew's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the Crew's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the Crew's expense.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an Crew fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the Crew does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, Crew may be eligible to receive benefits through state- and/or locally-sponsored programs or the Company's sponsored wage-replacement benefit programs. Crew may also choose to use accrued vacation and sick leave, to the extent permitted by applicable law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that Crew will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to Crew group health benefits during their leave on the same terms as if Crew had continued to actively work. This means that if Crew want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Crew taking Bonding Leave, Family Care Leave, Serious Health Condition Leave,

and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Crew taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the Crew's behalf to maintain health coverage if the Crew fails to return to work following a FMLA Leave.

The Crew's length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, Crew will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, Crew have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an Crew would have been laid off if they had not gone on leave or, if the Crew's position was eliminated during the leave, then the Crew will not be entitled to reinstatement.

Before being allowed to return to work, an Crew wishing to return from a Serious Health Condition Leave may be requested to submit an acceptable release from a health care provider that certifies the Crew can perform the essential functions of the job as those essential functions relate to the Crew's serious health condition. For an Crew on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the Crew's ability to perform their duties, based on the serious health condition for which the Crew took the intermittent leave.

Key Crew may be subject to reinstatement limitations in some circumstances. If Crew are considered a "key Crew," those Crew will be notified of the possible limitations on reinstatement at the time the Crew requests a leave of absence.

Confidential Medical Information

The Company strives to protect the privacy of Crew medical information to the greatest possible extent. "Medical information" includes information, data, or documentation relating to a Crew's mental or physical condition. The terms may include, but is not limited to, oral, written, or digital information concerning a Crew's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short- or long-term health care facility.

The Company takes handling of confidential medical information very seriously. The Company will consider any

breaches in the privacy and confidentiality of the handling of confidential medical information to be serious, and disciplinary action will be taken in accordance with the disciplinary action program for any violations of this policy.

Documents relating to medical certifications, recertifications or medical histories of Crew or Crew family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials. Any Crew medical information obtained by Human Resources will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized Crew may have access to such files.

Crew are hereby notified that medical information is confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an Crew needs to do so in order to carry out his or her job duties, or unless the person discussing the information is talking or otherwise communicating with the subject of the information at that person's invitation. If an Crew is concerned about a possible medical condition on the part of a coworker, the Crew must not discuss such concern with anyone other than Human Resources.

Any Crew who is found to have discussed medical information about another Crew with anyone else in violation of this policy, or who is found to have released such information without authorization, will be subject to disciplinary action, up to and possibly including immediate termination from employment. In addition, state and federal laws may subject such an Crew to both civil and criminal action in a court of law.

Fraudulent Use of FMLA Prohibited

An Crew who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such Crew due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an Crew believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

Additional FMLA Information

A Notice to Crew of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook.

Crew should contact Human Resources as to any FMLA questions they may have.

State Law

A number of states have family leave laws that provide leave benefits which exceed those available to Crew under the FMLA. Crew should contact Human Resources for additional information.

Paid Family Leave

Several states have Paid Family Leave (PFL) laws which provide job protected, paid time off for the following reasons:

- Bond with a newly born, adopted or fostered child,
- Care for a close relative with a serious health condition, or
- Assist with family matters when a family member is deployed abroad on active military service.

Crew members should contact Human Resources for further information of their state guidelines.

Short Term Disability

If applicable to state guidelines, Crew members may not receive short term disability and PFL benefits at the same time. However, if the Crew member qualifies for short-term disability (for example, after giving birth), the Crew may take short time disability and then Paid Family Leave

Workers' Compensation

The Company, in accordance with applicable state law, provides insurance coverage for Crew in case of work-related injury, illness, or accident. The workers' compensation benefits provided to injured Crew may include medical care, tax-free cash benefits to replace lost wages, vocational rehabilitation to help qualified injured Crew return to suitable employment, and maintenance rates for certain marine operations positions.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to immediately report any work-related injury to your supervisor, seek medical treatment and follow-up care if required and prescribed, and complete a written Crew's Claim Form (DWC Form 1) and return it to Human Resources. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

Crew who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Crew should consult with Human Resources additional information.

Crew who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the Crew's ability to return to work.

The Company will notify the workers' compensation insurance company if we have reason to believe an Crew has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Jones Act Leave

For Crew who qualify as seamen under general maritime law, maintenance pay may be available following a work-related injury or accident. The Company utilizes a maintenance rate that is reviewed and determined annually, and is generally payable until the Crew member is cleared to return to work or has reached maximum medical improvement. This rate is also compliant with local/state minimum wage laws. More information is available from Human Resources.

Military Service Leave

Federal law provides Crew with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an Crew with rights to take military leave. If the Crew works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an Crew plans to request leave based on military service, they should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Eligibility

The Company provides unpaid military leaves of absence to Crew who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a

public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, Full Time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, Crew must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Military Emergency Leave Requirements

Crew are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the Crew requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Compensation and Benefits During Military Leave

Accrued, unused vacation will be paid during military leave at the Crew's request. After 30 days of continuous military leave, Crew may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Military Leave Job Reinstatement

In order to be eligible for reinstatement, an Crew must have provided advance notice of the need for military leave (where required) and have completed service on a basis that is not dishonorable or otherwise prohibited under USERRA.

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Crew whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Crew whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Crew whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an Crew returning from military leave will be re-employed in the position and seniority level that the Crew would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the Crew in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An Crew returning from military leave is entitled to any unused, accrued vacation benefits the Crew had at the time the military leave began minus any vacation benefits the Crew chose to use during the leave. Upon reinstatement, the Crew will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

Leave for Spouse of Member of Armed Forces

Crew members who work an average of 20 hours or more per week who are spouses of a member of the armed forces of the United States, the National Guard, or military reserves who has been deployed during a period of military conflict to a combat theater or a combat zone of operations are entitled to take time off from work during the period in which their military spouse is on leave from military service.

Eligible Crew members are entitled to take up to ten days of unpaid leave.

Crew members are not required to provide the Company with advance notice of their need for such leave but are asked to provide notice in advance if possible.

Crew members will not be subject to termination of employment or retaliation for requesting or taking leave under this policy.

Leave for Blood Donation

Crew members who work an average of 20 or more hours per week may take unpaid time off from work to donate blood. The Company will provide Crew members with three hours of leave in any 12-month period to donate blood off

of the employer's premises, provided Crew members give at least three days' notice of the need for leave under this policy. The Company will also allow Crew members to donate blood during work hours at least twice each year at a convenient time and place set by the Company, which includes any blood drive on Company premises, provided the Crew member gives two days' advance notice of such leave. The time donating blood while on Company premises will be paid.

For Crew members whose positions are essential to the operating of the business, ten working days' notice is required for leave under this policy.

In the case of emergencies where Crew members need to donate blood for their own surgery or the surgery of a family member, shorter notice periods will be allowed.

If Crew members donate blood off-premises, the Company will require proof of blood donation.

The Company will not retaliate against Crew members for requesting or obtaining leave in order to donate blood.

For Crew working in a jurisdiction that has a mandatory blood donation leave law, the Company will comply with all legal requirements, including providing greater or different leave than that which is indicated here.

Bone Marrow Leave

Crew members who work an average of 20 or more hours per week will be granted an unpaid leave of absence if they seek to undergo a medical procedure to donate bone marrow. The total length of the leave will be determined by a physician but may not be longer than 24 work hours without Company approval. A Crew member who seeks leave under this policy must provide verification from a physician of the purpose and length of the leave. Leave under this policy will be unpaid except that exempt Crew members will receive pay when required by applicable federal or state law. Crew members who request or take leave to donate bone marrow will not be subject to retaliation.

For Crew working in a jurisdiction that has a mandatory bone marrow leave law, the Company will comply with all legal requirements, including providing greater or different leave than that which is indicated here.

Volunteer Emergency Responder Leave

Crew members are eligible for unpaid time off from work in order to perform duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service in event of a state of emergency, as declared by the state or federal government. The Crew member's volunteer duties must be related to the declared emergency. The Company may deny such leave where it would create an

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undue hardship. Crew members may elect to apply an appropriate paid leave to which they are entitled to their time away from work serving as an emergency responder.

Prior to taking such leave, Crew members must provide the Company with written notice from the head of their volunteer fire department or volunteer ambulance service notifying the Company of their status as a volunteer firefighter or member of a volunteer ambulance service.

Upon returning to work Crew members must provide Human Resources with a notarized statement from the head of the Crew member's volunteer fire department or volunteer ambulance service certifying the period of time that the Crew member responded to an emergency.

Leave for Crime Victims

All Crew members who are victims of a crime or who are subpoenaed as witnesses in a criminal proceeding are eligible for certain leave to appear as witnesses, consult with a district attorney or otherwise exercise their rights under the law. Victims of a crime include the following:

- The victim
- The victim's next of kin, if the victim died because of the crime
- The victim's representative (for example, an attorney, guardian or parent of a minor)
- Good Samaritans
- Any person applying for or seeing to enforce an order of protection under criminal or family laws
- Crew members who are crime victims or subpoenaed as a witness at a criminal proceeding must provide at least one day of notice to the Company before taking leave under this policy. The Company will require proof that Crew members attended or testified at a criminal proceeding

Crew members will not be discharged or penalized for exercising their right to take crime victim leave.

Personal Leave

Unpaid Leave of Absence

Requests for personal leave will be considered and evaluated on an individual basis. All Crew are eligible to take a personal, unpaid leave of absence after one year of continuous employment, with the exception of maritime-based activities (sea time), which don't require a minimum waiting period. This unpaid leave is allowed for a maximum of four (4) months. Requests for personal leave should be limited to unusual circumstances requiring an extended leave not covered by the Company's other types of leave of

absence. Blackout dates may be taken into consideration when approving a personal leave of absence request.

Approval or denial of such requests will be entirely at the Company's discretion for 1 unpaid leave accommodation per year. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to Human Resources.

Crew are not guaranteed reinstatement following a personal leave of absence. No holiday time is paid while on a personal leave and sick and vacation time do not accrue. Crew with health insurance are required to pay for their portion of health insurance for themselves and for their dependents. Arrangements of payment must be made prior to the leave starting. Monthly payments during the leave are permitted. If payments are not made by the last day of the month, insurance coverage will be cancelled and the Crew will receive notification of COBRA rights.

Crew on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. Crew on leave who do not return as scheduled, and fail to request or cannot show good reason why an extension should be granted, will be considered to have been voluntarily terminated their employment as of the day the original leave expired.

Holidays

Effective October 1, 2021 Salaried Exempt, Full Time Hourly, Full Time Hourly Seasonal, Full Time Daily and Full Time Hourly Exempt Crew are generally entitled to ten (10) paid holidays per year. Eligibility begins on the first day of employment. Paid holidays will typically be announced in advance. Paid holidays are reviewed annually and the Company may change the number of holidays or the observed holidays offered each year.

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

RESPECT Day

Christmas Eve Day

Christmas Day

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If a holiday falls on a weekend day, the Company usually observes the holiday on the preceding Friday or the following Monday.

- All Salaried Exempt Crew who work on an observed holiday or whose regularly scheduled day off falls on the holiday will receive a Compensated Holiday that should be taken within 2 weeks of the observed holiday. Unused Compensated Holidays may not be carried forward from year to year.
- Full Time Crew are not eligible for Compensated Holidays, as they will be paid for the holiday and any working hours
- Part Time Variable, Part Time Seasonal, Part Time Daily and Part Time Hourly Exempt Crew receive regular pay for work on holidays except on Thanksgiving Day and Christmas Day for which they will be paid at 1-1/2 times their hourly rate.

Holiday work paid for non-exempt Crew is calculated based on the Crew's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the Crew would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating a Crew's overtime hours of work or overtime premiums.

Crew who are on a continuous leave of absence are not eligible to receive holiday pay.

Some states have specific laws regarding the observance of or premium pay for certain holidays. For Crew working in those states, the Company will comply with applicable state law and may add holidays or designate different holidays to accommodate the requirements of the specific state.

For Crew working in positions covered by the McNamara-O'Hare Service Contract Act, the Company will comply with requirements governing Holiday Pay for those positions. Please see Human Resources for further details.

Bereavement Leave

Effective October 1, 2021 in the event of the death of a Full Time Crew family member, the eligible Crew may take up to five (5) consecutive scheduled workdays off with pay with the approval of the Company, except where an Crew is allowed additional time off for bereavement under applicable law. For purposes of this policy, a Crew family member is defined to include Crew's current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother, son-, daughter-in-law or step-family members. See policy for payout clarification.

Crew must notify their supervisor and Human Resources as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual operating requirements. The Crew may, with their supervisor's approval, use any available paid leave for additional time off beyond five days as necessary.

Part-time Crew who are working in certain positions covered by the McNamara-O'Hare Service Contract Act may be entitled to bereavement leave. Please see Human Resources for further information.

Jury Duty/Witness Leave for Criminal Cases

Effective October 1, 2021 the Company encourages Crew to serve on jury selection or jury or witness duty when called. Regular Full Time Crew will receive full pay while serving up to five (5) consecutive work days of jury duty. Part time Crew working in New York will receive \$40 per day up to three (3) days while serving. The Company will provide all Crew time off to spend on jury or witness duty, but Crew are ineligible for compensation for time spent on jury or witness duty except where otherwise required under applicable law and except that the salary of an exempt Crew will not be reduced for any week in which the Crew works and also misses time to serve on jury duty. You should notify your manager of the need for time off for jury duty as soon as a notice, subpoena or summons from the court is received.

You may be requested to provide written verification from the court clerk of having served. Any Crew on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty. The Company will comply with all state laws regarding pay for jury leave. See policy for payout clarification.

Time Off for Voting

The Company encourages all Crew to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an Crew will have ample time to cast a vote before or after the work shift. In the event an Crew does not have sufficient time to vote in a public election, the Crew should discuss this matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

Vacation Benefit

*Please note the below Vacation Benefit policy does not apply to Crew who are part of a collective bargaining agreement (Unions), Service Contract Agreement or other federal, state or local contract that may have its own vacation benefit guidelines. Please see Human Resources for more information.

Paid vacation benefits are provided for eligible Full Time Crew as set forth below. Active service commences with a Crew member's first day of work and continues thereafter unless broken by an absence without pay or a leave of absence. Vacation must be taken in one-hour (1) increments. Crew must schedule their vacation time with their manager in advance and receive approval before taking vacation time. The scheduling of your vacation is based on the Company's operational needs and the requests for vacation and leave



of absence of other Crew. The Company will make the final determination in this regard.

Crew on a leave of absence will be required to use their accrued vacation at the beginning of such a leave, except as prohibited by law. Generally, vacation Leave will only be paid when reported and used to cover scheduled and confirmed work shifts. Crew are not entitled to report vacation time for hours or days they have not been scheduled to work, and they will not be paid for such vacation time reported. Vacation is paid at the Crewmember's regular rate of pay (hourly rate or salary). The Company reserves the right to require Crew to use, or to prohibit Crew from using, their accrued vacation at particular times, including during any shut down period, except as prohibited by law.

Vacation pay is not counted for the purpose of calculating a Crew member's overtime hours of work or overtime premiums. No vacation will accrue during a leave of absence or on a statutorily protected leave. At year end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year, subject to the applicable max bank.

Accrued but unused vacation benefits will not be paid upon termination of employment unless required by applicable law. If payout is required, vacation will be paid at the Crewmember's regular rate of pay at the time of termination of employment.

For accrual purposes, the Company uses a calendar year (January 1 to December 31). Vacation accrues as service is performed but it is not earned until used unless early vesting is required by law. Salaried and Full Time Crew accrue vacation as set forth below:

This new policy replaces all former vacation or PTO policies effective October 1, 2021.

For Crew hired on or after October 1, 2021, the maximum permitted vacation bank is either 120 or 240 hours, as set forth above. For all Crew, once the applicable cap is reached, no further vacation will accrue until some vacation is used. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Category	Years of Service (YOS)	Accrual Rate	Maximum Annual Accrual	Maximum Bank & Maximum Carryover
Full Time Crew: Hourly, Seasonal, Daily & Hourly Exempt	0+4:99 YOS	.0385 vac hours per 1 hour worked	2 weeks (80 hours)	120 hours
	5+ YOS	.05769 vac hours per 1 hour worked	3 weeks (120 hours)	120 hours
Salaried Exempt	0-4:99 YOS	Bi-Weekly 3.077 hours Weekly 1.5385 hours	2 weeks (80 hours)	240 hours
	5-9:99 YOS	Bi-Weekly 4.6154 hours Weekly 2.3077 hours	3 weeks (120 hours)	240 hours
	10+ YOS	Bi-Weekly 6.1538 hours Weekly 3.0769 hours	4 weeks (160 hours)	240 hours

Grandfathered California Plan

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CA Salaried Exempt Crew Hired before 06/01/17	0-4:99 YOS	Bi-Weekly 3.077 hours Weekly 1.5385 hours	2 weeks (80 hours)	300 hours
	5-9:99 YOS	Bi-Weekly 4.6154 hours Weekly 2.3077 hours	3 weeks (120 hours)	450 hours
	10+ YOS	Bi-Weekly 6.15381 hours Weekly 3.0769 hours	4 weeks (160 hours)	600 hours

Special Rules for Part Time Variable, Seasonal Daily, and Hourly Exempt Crew

For Part Time Crew (Variable, Seasonal, Daily and Hourly Exempt) who work 1,560 hours within their ACA Measurement period, will change to Full Time status and will be eligible to begin accruing vacation time in accordance with the chart, effective the first day of the following month. This will be a measurement of hours worked based on your ACA measurement period. If a Crew member does not meet the 1,560 hours in their ACA measurement period, they will remain Part Time.

For Salaried Exempt Crew hired before June 1, 2017 and who had no break in service working at Hornblower Group or Hornblower Yachts, the maximum vacation balance permitted will remain as stated above in the Grandfathered California Plan.

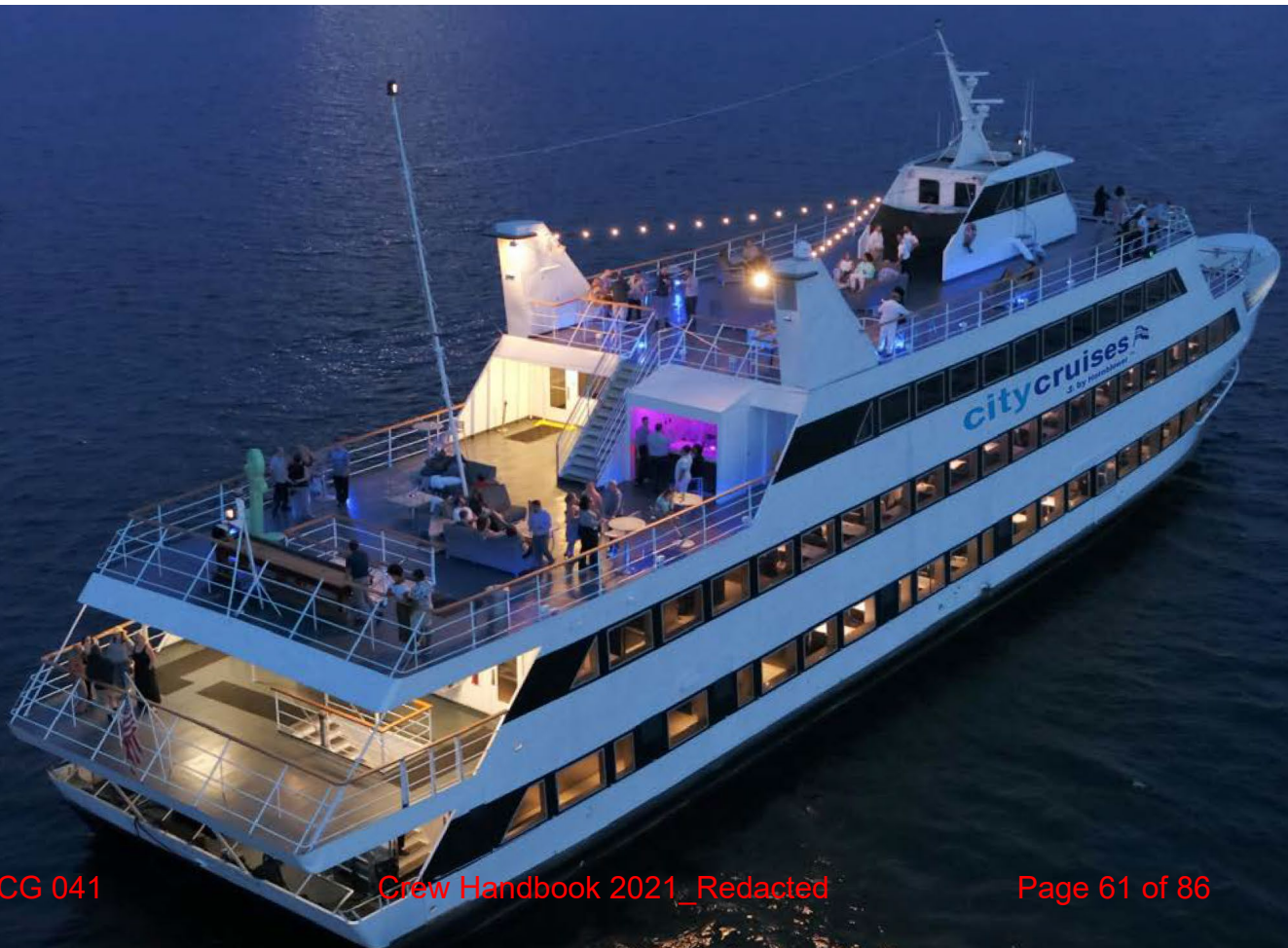
For Full Time Crew (Hourly, Seasonal, Daily, and Hourly Exempt) who are unable to maintain their 1,560 hours within their ACA measurement period will have their status changed to Part Time Variable, Part Time Variable Seasonal, Part Time Daily or Part Time Hourly Exempt and will no longer be eligible to accrue vacation time. These Crewmembers will be able to use any remaining accrued vacation time until it is exhausted.

Grandfathered NYC Ferry Plan				
NYC Ferry Full Time Crew Hired before 10/01/21	0-4:99 YOS	Bi-Weekly 3.077 hours Weekly 1.5385 hours	2 weeks (80 hours)	240 hours
	5-9:99 YOS	Bi-Weekly 4.6154 hours Weekly 2.3077 hours	3 weeks (120 hours)	450 hours
	10+ YOS	Bi-Weekly 6.15381 hours Weekly 3.0769 hours	4 weeks (160 hours)	600 hours

Special Rules for those Exceeding the Max

Crew whose available balance currently exceeds the new maximum vacation cap of 120 or 240 hours (not in the grandfathered plan) based on employment status will be allowed to use their accrued vacation hours but will cease accruing vacation time until the balance falls below the maximum bank detailed above.

For Full Time NYC Ferry Crew hired before October 1, 2021, the maximum vacation balance permitted will remain as stated above in the Grandfathered NYC Ferry Plan.



Special Rules for Crew Converting from PTO to Vacation

For Crew participating in a PTO program, as of October 1, 2021, the Company will convert their PTO to vacation and sick banks. As of October 1, 2021, PTO will cease to accrue. For some, the benefit year may change from a PTO anniversary year to a vacation calendar year. For those whose converted vacation or sick bank exceeds the current max bank amount, the vacation and sick accrual will cease until vacation or sick time is used and falls below the max bank as applicable under state law.

Paid Sick Leave

*Please note the below Paid Sick Leave policy does not apply to Crew who are part of a collective bargaining agreement (Unions), Service Contract Agreement or other federal, state or local contract that may have its own Paid Sick Leave guidelines. Please see Human Resources for more information.

This policy is provided to comply with the Company's obligation to provide sick and safe leave ("sick leave") to eligible Crewmembers and is designed to be the exclusive process used to compensate Crew who are eligible for paid sick and safe leave under applicable law.

This policy is intended to meet or exceed the requirements of all relevant federal, state, county and local laws and regulations. In the event any provision of this policy conflicts with applicable laws and regulations, the applicable laws and regulations will govern.

All Crew (including Full Time, Part Time and Seasonal Crew) will begin to accrue paid sick leave upon commencement of employment with the Company. Sick leave will accrue as set forth below. For purposes of this policy, the Benefit Year is a calendar year (January 1 to December 31).

Crew Status	Accrual Rate	Maximum Annual Accrual*	Maximum Bank*
Variable, Hourly, Seasonal, Daily and Hourly Exempt	1 hour / 30 hours worked (.03334 sick/1 hour worked)	2 weeks (80 hours)	112 hours
Salaried Exempt	Bi-weekly - 3.0769 Weekly - 1.5385	2 weeks (80 hours)	112 hours

*The maximum annual accrual does not apply in California for Crew. Crew may accrue an unlimited amount of sick hours per year and may have an available max bank of 112 hours.

*The maximum annual accrual and max bank do not apply in Washington State. Rather, Crew in Washington will accrue sick leave at the accrual rates set forth above for all hours worked with an unlimited accrual of sick time per year. Crew in Washington may carryover up to 112 hours of sick leave to the next calendar year and will also accrue sick leave in the next year pursuant to above accrual rates.

For non-exempt Crew, sick leave accrues on all hours worked, including overtime hours. The accrual of sick leave for Crew classified as Salaried Exempt will be based on a forty (40)-hour workweek, or the Crewmember's normal scheduled workweek, whichever is less.

Generally, once the cap on accrual has been reached, no further sick leave will accrue until sick leave is used. Crew will not accrue sick leave during an unpaid leave of absence. Accrued but unused sick leave may be carried over from year to year, up to the maximum bank.

Sick leave may be used for the following reasons:

- A Crewmember's mental or physical illness, injury, or health condition; to allow a Crewmember to obtain medical diagnosis, care, or treatment for the same; or for a Crewmember's need for preventive medical care or routine medical appointments;
- To allow the Crewmember to care for a covered family member with an existing mental or physical illness, injury, or health condition; to allow the Crewmember's covered family member to obtain medical diagnosis, care, or treatment for the same; or for a covered family member's need for preventive medical care or routine medical appointments;
- The Crewmember's place of business has been closed by order of a public official due to a public health emergency;
- To allow the Crewmember to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency;
- To care for a covered family member when it has been determined by a health authority or health care provider that the family member's presence in the community could jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has contracted the disease; or if any law or regulation requires the employer to exclude the Crewmember from the workplace for health reasons, including a determination by a health authority or health care provider that the Crewmember's presence in the community could jeopardize the health of others because of the Crewmember's exposure to a communicable disease, whether or not the Crewmember has contracted the disease;
- A Crewmember or covered family member is a victim of domestic violence, harassment, sexual assault, sexual abuse, or stalking, and needs time off to seek legal or law enforcement assistance, to obtain treatment by a health care provider, social services or a victim services provider, to obtain counseling, to attend to safety planning, relocation, or other actions to increase safety for the Crewmember or covered family member; or

- Other reasons required by a jurisdiction with a mandated Paid Sick Leave if you are scheduled to work in that jurisdiction.

Sick leave may not be used as additional vacations days. Additionally, sick leave may not to be used to extend employment or to delay a termination date. Crewmembers who use sick leave for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment. To the extent allowed by applicable law, the Company reserves the right to require the use of sick leave.

For purposes of this policy, family member means the Crewmember's spouse, domestic partner or equivalent designation, child, parent, sibling, grandparent, grandchild, or any other "family member" identified by applicable law. Of note, in Berkeley, Emeryville, San Francisco and Oakland, if a Crewmember is unmarried and has no registered domestic partner, the Crewmember may designate any one person to care for using sick leave. This person will be treated as a "family member." Crewmembers will have 10 work days (14 calendar days in Emeryville, CA) to make this designation using a form available from Human Resources Department. Crewmembers will have the opportunity to designate or change an existing designation on an annual basis.

Crewmembers may use sick leave in 15-minute increments and are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Sick leave is calculated and paid out in accordance with applicable law. Generally, this means sick leave will be paid at the same hourly rate of pay and with the same benefits the Crewmember would have earned had they been present at work. For Salaried Exempt Crew, no partial day of pay or partial unpaid day will be calculated on paychecks

If the need to use sick leave is foreseeable, Crew must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. When the need for leave is unforeseeable, Crew must provide notice to their supervisor as soon as practicable. When it is not practicable to personally provide notice of unforeseeable sick leave, someone else may provide notice on the Crewmember's behalf. When notifying the Company of the need to use sick leave, Crew should include the anticipated duration of the absence, when possible.

In all circumstances, Crew are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, other time off, including unpaid time off), so that the absence may be designated as a sick leave absence.

The Company may request verification or certification as permitted by applicable law. For example, the Company may require reasonable documentation that leave has been used for a covered purpose where a Crewmember is absent for four or more consecutive workdays, except where not permitted by law. Failure to provide requested documentation or taking leave for non-permitted

purposes may result in disciplinary action, up to and including termination of employment. Depending on the circumstances, verification may include a doctor's note (for the Crewmember's own or family member's health condition); closure order for a school, business, childcare provider, or place of care; policy report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will maintain confidentiality of medical and health information received under this policy, as well as information related to a Crewmember's or family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking. When such information is provided solely for the purposes of using sick leave, the Company will not disclose the information unless the Crewmember provides written permission to do so or applicable law requires disclosure. The Company reserves the right to consider this information in connection with a request for sick leave, a leave of absence and in connection with a request for a reasonable accommodation.

The Company does not offer pay in lieu of actual sick leave. Unused sick leave is not paid out at separation. If a Crewmember is rehired or transfers to another Hornblower Group or American Queen entity within 1 year by the Company, previously accrued but unused sick leave will be immediately reinstated to the extent required by applicable law.

The Company may provide other forms of leave for Crewmembers to care for medical conditions or issues related to domestic violence, stalking or sex offenses under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met.

Crewmembers have the right to request and use sick leave. The Company will not retaliate, or tolerate retaliation, against any Crewmember who seeks or obtains sick leave under this policy or who makes a good faith complaint about a possible Paid Sick Leave violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Crewmember who informs another person about the rights under this policy or Paid Sick Leave.

Special Rules for Crew Converting from PTO to Sick

For Crew participating in a PTO program, as of October 1, 2021 for those whose converted sick bank exceeds the current max bank amount, their sick accrual will cease until sick time is used and falls below the max bank as applicable to state law. As of October 1, 2021, PTO will cease to accrue but sick leave will begin accruing, subject to the maximum bank set forth above. For some, the benefit year may change from a PTO anniversary year to a sick leave calendar year.

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Special Note for Colorado Crew

In addition to the paid sick leave described above, the Company will provide Crew with public health emergency leave in accordance with the terms below. For purposes of this policy, a “public health emergency” is:

- An act of bioterrorism, a pandemic influenza or an epidemic caused by a novel and highly fatal infectious agent, for which:
 1. An emergency is declared by a federal, state or local public health emergency; or
 2. A disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the Governor.

On the day a public health emergency is declared, Crew will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of paid sick leave and personal leave Crew have accrued prior to the declaration of the public health emergency. Crew who normally work forty or more hours in a week shall have access to up to 80 hours of total paid leave. Crew who normally work fewer than 40 hours per week shall have access to paid leave equaling either the amount of time the Crew is scheduled to work in the upcoming 14-day period or the amount of time the Crew actually worked on average in the 14-day period prior to the declaration of the public health emergency, whichever is greater. From the declaration of a public health emergency until four weeks after the official termination or suspension of the emergency declaration, PHEL can be used for any of the following reasons:

- To self-isolate and care for oneself or a family member who is self-isolating because the Crew or family member is diagnosed with, or experiencing symptoms of, a communicable illness that is the cause of a public health emergency;
- To seek or obtain for oneself or care for family member who needs a medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- To seek for oneself or a family member preventive care concerning a communicable illness that is the cause of a public health emergency;
- A Crewmember is unable to work because the Crewmember has a health condition that may increase susceptibility to or risk of communicable illness that is the cause of the public health emergency;
- Either the Company or a public health authority with appropriate jurisdiction determines that a Crewmember’s presence on the job or in the community would jeopardize the health of

others because of the individual’s exposure to a communicable illness that is the cause of a public health emergency or because the individual is exhibiting symptoms of such a communicable illness, regardless of whether the individual has been diagnosed with the illness;

- To care for a family member after either the family member’s employer or a public health authority with appropriate authority determines that the family member’s presence on the job or in the community would jeopardize the health of others because of the family member’s exposure to a communicable illness that is the cause of a public health emergency or because the family member is exhibiting symptoms of such a communicable illness, regardless of whether the family member has been diagnosed with the illness;
- To care for a child or other family member when their child care provider is unavailable due to a public health emergency or their school or place of care has been closed due to a public health emergency (including when the school or place of care is physically closed but providing instruction remotely).

PHEL will become available on the date a public health emergency is declared and will remain available until four weeks after the official termination or suspension of the public health emergency. Crew are only eligible for these amounts of PHEL one time during the entirety of a public health emergency (even if the public health emergency is extended, amended, restated or prolonged).

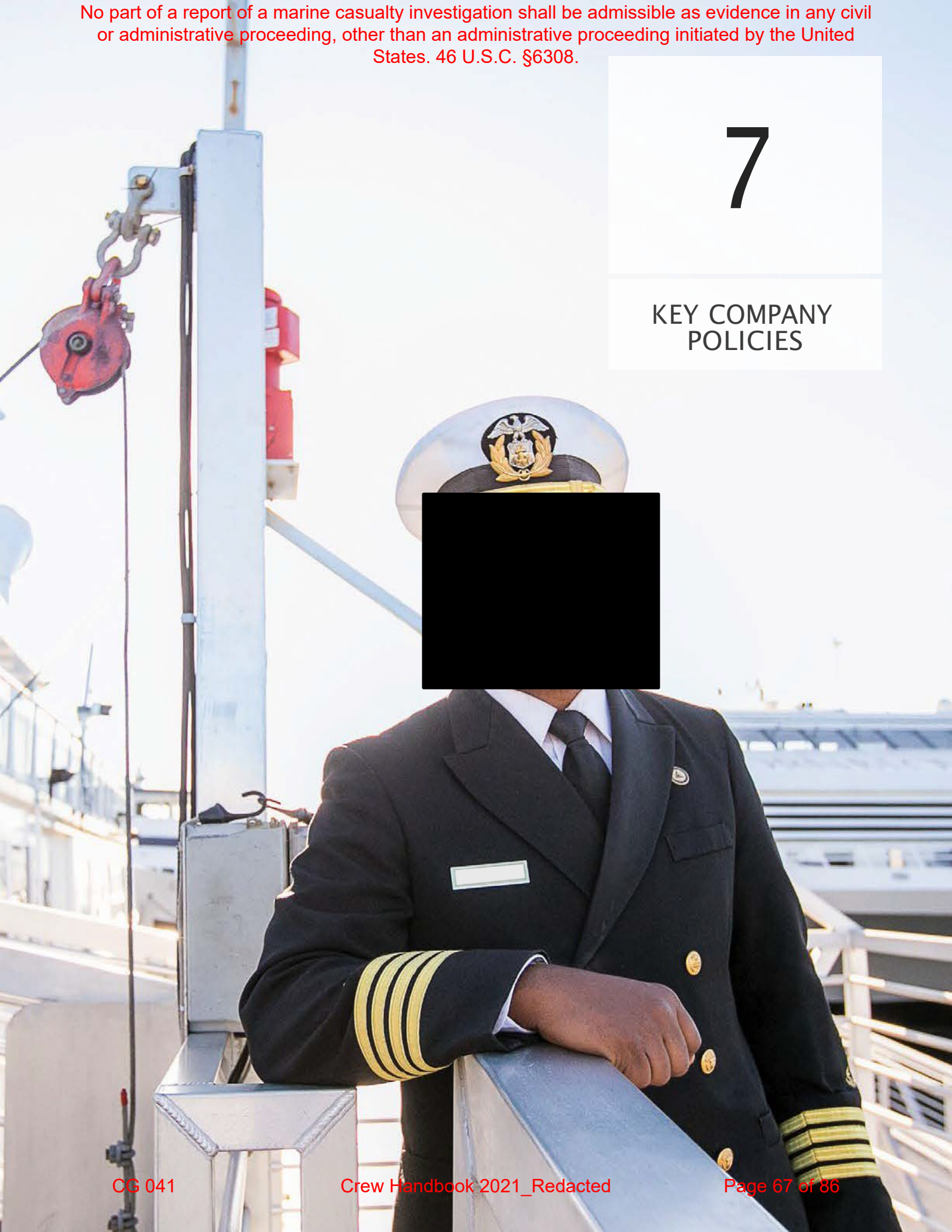
During a public health emergency, Crew will continue to receive sick leave in accordance with this policy. Any accrued, unused sick leave will be counted in determining the amount of PHEL available

Other Leaves of Absence

Many states require employers to provide their Crew with additional leaves of absence, such as pregnancy disability leave and school activities leave. Please see Human Resources for more information.

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KEY COMPANY POLICIES



KEY COMPANY POLICIES



Attendance

The Company must rely on a team of well-coordinated and rested Crew working together to deliver an amazing experience, whether it's a public dining cruise, a whale watching trip, a high school prom, a wedding or a special corporate celebration. Our boats and events operate on a specific timetable with little time for flexibility. Therefore, attendance and punctuality are two crucial requirements for all Company Crew.

The Company is pleased to offer flexible work schedules and paid time off to Crew to help them with time off needs. Crew are expected to report to work as scheduled, on time, and prepared to start work. Crew also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business or for another authorized reason. Unapproved late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

If unable to report for work on any particular day, call and speak with your supervisor at least four (4) hours before the time you are scheduled to begin working for that day, unless there is no practicable way that can happen. If you know in advance that you are going to be absent, you must schedule the absence with your supervisor at least one week in advance (unless it is impossible to do so, in which case the Crew must provide notice as soon as possible thereafter). Crew who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, Crew must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Crew who fail to report for work without any notification to their supervisor and whose absence continues for a period of three (3) days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Excessive absences, early departures, failure to report absences on time, and excessive tardiness may lead to discipline, up to and including discharge, unless the absence, early departure, failure to report, or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;

Company Vehicles

- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.
- Call outs will not be allowed to use vacation time but sick time may be permitted

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject Crew to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law.

If the Crew believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the Crew should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. For the required timing of a Crew's notice of the need for a foreseeable leave of absence, see the applicable leave policy. If an Crew believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the Crew believes is or should be excused/approved, the Crew should promptly discuss the matter with their supervisor or Human Resources.

Automobile Policy

Only Crew with an unrestricted, current driver's license, who meet our insurance carrier's coverage provisions, and who have adequate insurance coverage will be placed on the Company's insurance carrier's list of approved drivers. Any Crew who operates a Company vehicle or uses a vehicle to conduct Company business must provide proof of adequate insurance to Human Resources.

All Crew are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline Crew who engage in unlawful conduct. For example, Crew who are assigned to drive a company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

- Company owned or leased cars should only be used for Company business. Crew are not allowed to use Company vehicles outside of normal work hours unless specifically authorized by management.
- Vehicles should be kept locked and secured, even when stopping briefly.
- Keys to Company vehicles remain with supervisors to whom the vehicle is assigned when not in use.
- Maintenance needs or malfunctions should be immediately reported to supervisor.
- Accidents must be reported immediately to your supervisor and the police, regardless of severity. File an incident report with your supervisor and work with Human Resources to submit the appropriate DMV forms. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.
- Operating a Company vehicle while under the influence of illegal drugs or alcohol or in an unsafe or negligent manner will be grounds for immediate termination.
- The Company has the right to search the vehicle at any time. Crew have no reasonable expectation of privacy at any time.
- Any fines as a result of driving or parking violations are the responsibility of the Crew member driving the vehicle.

Motor Vehicle Report (MVR) Standards

MVRs will be checked annually for all Crew required to drive for Company purposes. Drivers will be disqualified from driving for any of the following reasons, and if driving is an essential responsibility of their position, Crew will be subject to termination.

- Any violation for driving under the influence of alcohol or controlled substances within the last ten (10) years will result in permanent suspension of driving privileges for the Company;
- Any criminal conviction that involves a motor vehicle felony, hit and run, negligent homicide) in the previous five years;
- Any of the following violations incurred in the previous three years:
 - More than three moving violations;
 - Refusing to take a breathalyzer test;

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

- Careless or reckless driving that results in injury to persons or property;
- Leaving the scene of an accident without stopping to file a report.
- Insurance requirements are subject to change without notice.

phones must take place in a pre-approved location, or under extenuating circumstances, in another private location away from passengers.

Crew whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, cellular telephones are not to be used while driving. If an Crew receives a call on a cellular telephone while driving, the Crew must pull over safely, park, and then either answer the telephone or return the call or text message. Furthermore, if an Crew needs to make a company-related cellular telephone call, they must also pull over safely, park and then place the call. Crew also may not send or review text messages while driving as part of their job responsibilities. Crew whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

Business & Entertainment Expenses

Some Crew will incur business related expenses in the course of their work. All Crew must be in accordance with the the Company Expense Reimbursement Policy. Abuse of the Travel Policy, including falsifying expense reports to reflect costs not incurred by the Crew, may result in disciplinary action, up to and including termination of employment. If you are not aware of the policy or a required expense does not conform to the policy, contact your supervisor or the Accounting Team before incurring the expense. Copies of the policy are available from Human Resources.

At no time will vessel Crew use any PED while the vessel is in operation, only subject to the following exceptions:

- for calls to 911, USCG, Fire Department, or Police Department – Harbor Police.
- for necessary contact with the port location including, but not limited to: assistance with a passenger, guest/client, assistance with machinery or facility issues, or in response to the Port Captain or Director of Marine Operations. For Captains, this exception includes a scenario in which the Captain is out of range or unable to communicate.

Cell Phone Use/Personal Electronic Device Policy

Some Crew choose to use their personal mobile phones for business purposes, such as checking the clock on their phone. Personal Electronic Devices/Mobile Phones/Tablets/ Smart-Watches and other similar devices (“PED”) are a proven source of distraction and create safety concerns in the workplace when a Crew’s focus is required to be on- task. In order to ensure the safety of our Crew members, passengers or guest and to ensure compliance with USCG Safety Advisory 01-10, all Crew of the Company are required to follow this Personal Electronic Device policy. At times, Crew who are able are asked to use landlines for conducting Company business, and all Crew are required to follow the below guidelines regarding use of cell phones.

Crew members may carry their PED’s in the off mode.

Wearing ear buds, headphones or a Bluetooth headphone is strictly prohibited while on duty.

Crew (*American Queen vessel Crew and Victory Cruise Lines vessel Crew please see Human Resources for your specific PED policy guidelines as this policy may not apply) may carry their personal cell phones while on duty, but permissible use is fully at the discretion of their supervisor or event manager, or access to systems needing Multi-Factored Authentication which a personal device is required, except in the case of an emergency. All phones must be kept silent with no audible vibration or ringing noise, and should only be used in case of an emergency or while on an approved break or lunch period. Using a cell phone (or similar device) includes, but is not limited to: making or receiving a phone call; text messaging; viewing the internet/web pages; downloading or using applications, including games, Facebook, Snapchat, etc.; and taking photographs/videos.

In order to maintain a point of contact for family who have an urgent need to reach a Crew member during working hours, Crew members are permitted to provide their Human Resources contact information, whom will get into contact with the Crew member in case of an emergency

Crew members involved in an incident or accident will be required to participate fully in any investigation, which may include providing a PED and/or PED records, at the request of the US Coast Guard or other governing authority.

Crew members observed in violation of this policy, videotaped or otherwise reported and verified, will be subject to disciplinary action, up to and including termination.

Client Entertainment & Alcoholic Beverages

In case of an emergency, an Crew should obtain approval by their supervisor, captain, or event manager (as appropriate) before using a cell phone, unless there is insufficient time to do so. During such an emergency, the call or use of the

Sales and Corporate Crew who are on board working a familiarization or promotional event or entertaining prospective charters may consume alcoholic beverages in



moderation if appropriate. This privilege is at the discretion of the department manager and may be revoked at any time. Crew must not assist in any vessel related activities on or immediately following any cruise on which they have consumed alcoholic beverages permitted under this policy.

Confidentiality Policy

Our guests, clients, and Crew have a right to privacy.

As a Crew member, you are in a position to observe the personal lives of guests. It is mandatory that you refrain from discussing your observations either within or outside the Company. Our guests and clients put us in a position of trust and we cannot violate this trust.

In no event should Crew disclose or reveal confidential information within or outside the Company without proper authorization or purpose. "Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, guest and customer lists, guest and customer debit and credit card numbers, sales and pricing information, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, conventions, financial statements, financial

projections, financing methods, pricing strategies, customer sources, Crew health/medical records, system designs, and methods of competing. Additionally, Crew who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the Crew at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management Crew about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Crew Handbook prohibits an Crew from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the Crew acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, Crew are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Conflict of Interest

Crew must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs (i.e., create an actual or potential conflict of interest). At times, an Crew may be faced with situations in which business actions taken on behalf of the Company may conflict with the Crew's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances:

- Being employed by, or acting as a consultant, agent, director or officer to, a supplier, customer, competitor or any entity that engages in business with the Company, regardless of the nature of the employment while employed with the Company.
- Hiring or supervising family members, closely related persons or an individual with whom you are intimately or romantically involved.
- Owning or having a substantial interest in a competitor, supplier, customer or contractor.
- Accepting gifts, discounts, favors, services or other advantages from a customer/potential customer, competitor or supplier, unless equally available to all Company Crew.
- Having any significant direct or indirect personal interest in a business transaction involving the Company.
- Conducting outside activities that materially detract from or interfere with the full and timely performance of a Crew's job duties for the Company.
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

Crew with a conflict-of-interest question should seek advice from their supervisor. Before engaging in any activity, transaction or relationship that might give rise to an actual or perceived conflict of interest, or if there is any doubt concerning the proper application of this policy, Crew must seek review from their manager or Human Resources and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits Crew affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Crew to organize collectively and to speak with others about their terms and conditions of employment.

Moonlighting/Second Jobs

The Company respects each Crew's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook

Alcohol Handling

or adversely affect the Crew's ability to perform their job. Under certain circumstances, however, if a Crew's personal conduct adversely affects performance on the job or makes it impossible for the Crew to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

The Company understands that many of its hourly part-time Crew members work outside of the Company, and other Crew may accept casual outside employment.

While the Company does not prohibit Crew from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the Crew's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the Crew's work performance with the Company;
- Employment that requires Crew to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

No Crew member is permitted to reveal confidential company information (as defined in the Confidentiality policy in this Handbook) to any other individual or company, whether a competitor or not.

Crew must obtain from the Company, in writing, permission to hold outside employment or business interests with any individual or company doing business with the Company and/or its suppliers. Failure to notify the Company may result in discipline, up to and including immediate termination.

The Company will not assume any responsibility for Crew outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment

Cooperation with Investigations

From time to time the Company may face issues including (but not limited to) inspections by regulatory authorities, theft, dishonesty, allegations of unlawful harassment, destruction of property or on duty alcohol or illegal drug use.

Crew are expected to fully cooperate in any Company investigations as a condition of employment. Failure to do so may result in disciplinary action, up to and including termination.

The Company maintains strict control of alcohol inventory and access. The goal of the policy is to track movement of alcohol from storage to the bar, ensuring accurate inventory, and minimizing lost and/or unaccounted-for inventory. All Crew are to follow the Company's policies and procedures for alcohol handling at all times. Violations may subject the Crew to disciplinary action, up to and including termination.

Gifts

Crew and their relatives may not borrow or receive money or its equivalent from any present or potential customer, vendor, supplier, contractor or partner of the Company. Gift cards are considered an equivalent of money. Crew are permitted to accept gifts of nominal value where acceptance of the gift is meant to create goodwill and establish trust in a business relationship, but would not reasonably be expected to affect the Crew member's independent judgment in the performance of his/her job. Even gifts of nominal value are not allowed if they become frequent or are conditional. Any gifts in excess of \$150.00 need to be reported to the Crew's supervisor or Human Resources.

All managers are encouraged to share gifts with team members or make gifts available to others in the Company as feasible (e.g. food and beverage gifts, sporting tickets, etc.)

In all cases, the acceptance of gifts, meals or entertainment must comply with federal contracting and applicable state and local law. The overriding question that Crew need to consider is, "could a reasonable person think this gift or entertainment will influence my business judgment?" If the answer is maybe or yes, discuss the situation with your supervisor, or politely decline the gift, referencing the Company's policy.

Guest Relations & Conduct with the Public

The satisfaction and safety of our guests is of paramount importance to the Company. Our goal is to create amazing experiences. All Crew members working with our guests are expected to honor and treat guests based on the RESPECT Service System. Failure to treat guests properly will result in disciplinary measures, up to and including termination.

Uniform & Appearance

In order to achieve a sense of identity and consistency, the Company requires specific dress and appearance standards for all of our Crew. The objective of the following guidelines is to assist each individual to dress during working hours in a manner that is suitable to the Company's brand and in alignment with providing an atmosphere conducive to delivering an amazing on-board experience. Our dress and grooming are keys to our guest impressions of the Company's brand. Therefore, it is essential that Crew adhere to the following guidelines.

Some Crew members (onboard and marine operations) will be issued uniforms. Others will dress in business attire. All Crew members should make themselves familiar with the grooming and uniform standards. Event managers and supervisors are responsible for ensuring guidelines are upheld, and reserve the right to send any person home if the Crew member requires changes to become compliant with the policy. Any time spent away from work for this reason by non-exempt Crew is unpaid unless applicable law requires otherwise.

Uniforms

Some uniforms (or portions of) are provided by the Company at no expense to the Crew member. Replacement or repairs of provided uniforms will be paid for by the Company. Each Crew member issued a uniform agrees to take the necessary steps to protect it from excessive damage and wear. Uniforms issued to Crew are to be worn only during scheduled working hours. Uniforms must be kept clean and pressed properly prior to any Crew member beginning work. Uniformed Crew are also to adhere to all grooming guidelines.

Crew are expected to return all Company issued uniforms in good condition when they leave the Company or transfer to a different location/non-uniformed position.

Grooming Guidelines

Grooming guidelines differ by each Company, please see Human Resources for a complete Uniform and Grooming policy standard.

In general, Crew are to exercise their best judgment in selecting business-appropriate attire and to adhere to the grooming guidelines.

- Clothing, jewelry and accessories should not constitute a safety hazard.
- Fingernails clean, conservative, well-trimmed; nail polish in neutral shades and free of chips and flaws.
- Daily showers and use of deodorant; no strongly scented hair products, moisturizers, perfume, after shave, etc.
- No facial hair unless it is fully grown during non-work time and neatly groomed during working hours. The Company will determine at its sole discretion whether hair is fully grown and/or adequately groomed.
- While in food service areas, hair must be confined as required by law.
- Teeth brushed regularly with fresh breath.
- Makeup in neutral shades and lightly applied.
- No excessive visible tattooing or body piercing
- Wearing proper protective equipment as required (i.e. gloves, hair restraints, face masks, etc.)

Eating, drinking and chewing gum in designated areas only

- Personal scent should be free of a smoke or unpleasant odor.

The Company will determine at its sole discretion whether tattooing or body piercing is considered excessive.

We encourage Crew to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work.

Nothing in this policy is intended to prevent Crew from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state, or federal law.

Your supervisor will explain any specific dress code or clothing required for your particular assignment. These standards are not inclusive, and if in the opinion of management, you display a less than professional appearance, you will be coached on appropriate alternatives.

Media and Public Relations

As a Company, we consistently interact with the public on various levels. Crew behavior reflects on the Company, so Crew are expected to be courteous and thoughtful in responding to guests, potential guests, vendors, the general public, and each other, and in order to maintain the trust of the public and maintain a strong brand, we must be professional if talking about Company incidents and/or personnel to anyone outside of one's department or outside of the Company.

We will, from time to time, use photos and videos showing the Company's Crew. As part of employment, Crew give their permission for the Company to use photos and/or video without payment of additional compensation, and without conditions. Due to the high profile of our ports and projects in which The Company is involved, it is anticipated that Crew may be photographed frequently.

Media Relations

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify your manager that you have been contacted by the media whenever you are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization from the CEO. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

Social Media

The Company respects the rights of its Crew to use social media channels as a form of self-expression. Social media channels may include, but are not limited to blogging, wiki postings, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, such as Facebook, Twitter, Instagram, and Snapchat, personal blogs or other similar forms of on line self-expression not affiliated with the Company.

It is important that all Crew are aware of our guidelines when operating on the internet as an identifiable Crew member of the Company. The following guidelines serve as advice for you on social media use and behaviour and what conduct may result in disciplinary action up to and including termination of employment.

Social Media Activity Guidelines

- Be Responsible. Make sure what you are saying does not reveal any confidential Company information.
- If you participate in the social media space, we encourage you to exercise good judgment and common sense.
- You are responsible for maintaining the confidentiality of the Company's private or confidential information. This information cannot be shared on social media. Do not disclose the Company financial information, sales information, or confidential Company strategies. Use reasonable and appropriate etiquette, the same as you would offline.
- Representation of the Company. Anonymous profiles lend themselves to more negative content.
- You are an important ambassador for our Company's brands, and you can promote them as long as you disclose that you are affiliated with the Company.
- If you express a political opinion or an opinion regarding the Company's actions and also identify yourself as a Crew member of the Company (or if it can be inferred that you are a Crew member of the Company), be transparent that your thoughts and opinions are your own and not a reflection of the Company.
- Be mindful of the Company's interests. Crew members should not make defamatory or disparaging comments about the Company on social media, engage in conduct that is harmful to the Company's interests or reputation, or that is competitive with the Company's business.
- Do not use Company email addresses to register on social networks, blogs, or other online tools utilized for personal use.
- Be Respectful.

Be respectful of your audience. Do not use ethnic slurs, personal insults, maliciously false statements, discriminatory comments, or engaging in other behavior that would violate the Company's policies about discrimination and harassment.

- Respect copyright. Do not claim authorship for content that is not yours. Do not use the copyrighted material, trademarks, publicity rights, or other rights of others without the necessary permissions of the rights holder(s).
- Do not use the Company's logos, photographs or trademarks, including for personal or commercial purposes, or to endorse any product or service.
- Do not open a personal account on any social media channel and represent it as a the Company company. Those must be opened by Corporate Marketing.
- Restraint. Before you post/repost, pause, and re-read.
- Assume anything posted online is public.
- Do not comment on legal matters on behalf of the Company unless you are an official spokesperson for the Company and expressly authorized to speak on its behalf on that matter.
- Do not comment on or speak with reporters on the Company's behalf, unless you are an official spokesperson for the Company and expressly authorized to speak on its behalf on that matter.
- Engaging in activity that violates any Company policy will result in disciplinary action.
- Remember to operate with the highest amount of integrity.
- Be cognizant of your role within the Company. If you are a supervisor or manager, it is important to refrain from fraternizing with Crew who work for you or report to, including on social media.
- We value our guests' privacy. Photographs and/or videos of or with guests, including celebrities and public figures, should not be posted if photographs/ videos were taken while on your shift with the Company.
- When in doubt, do not post or re-post.

Management will address performance issues if a Crew member's social networking usage affects job performance and completion of assigned duties.

The Company strongly urges Crew to report any violations or possible or perceived violations to management or Human Resources. The Company investigates and responds to all reports of violations or questionable usages of social networking and blogging. Failure to comply with the

policy may lead to disciplinary actions up to and including termination of employment.

Nothing in this policy or these guidelines are designed to interfere with, restrain, or prevent Crew member communications regarding wages, hours, or other terms and conditions of employment.

Nepotism and Romantic/Intimate Relationships at Work

Relatives or friends of current Crew are welcome at the Company and will be considered on the basis of their qualifications. In addition, the Company will not take any adverse employment action against any Crew for engaging in romantic or intimate relationships during nonworking time away from Company premises. However, we will consider such relationships when they affect a Crew's job performance, occur during working time or on Company premises, or pose a danger of a conflict of interest.

A familial or intimate/romantic relationship among Crew can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two Crew marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

This policy also applies to assigning, transferring, or promoting an Crew. For the purpose of this policy, immediate family includes spouse, domestic partner, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household.

Crew are encouraged to bring relationships to the attention of human resources. This information will be held confidential to the extent practicable, but will facilitate a conversation to minimize any potential conflicts or favoritism situations.

Service and Support Animals

The Company complies with current ADA regulations and all other applicable federal, state, and local laws with respect to service and support animals. The Company will consider reasonable accommodation requests.

The Company is committed to providing a smoke free environment for Crew and guests. The Company fully complies with local state Smoke-Free Air Act and Clean Indoor Air Act. No smoking of any substances, (including all tobacco-related products, such as e-cigarettes or any other modified smoking device) is allowed on Company vessels, nor in all indoor/outdoor offices and/or facilities, (unless otherwise posted as a designated smoking area), or vehicles owned or leased by the Company.

Crew who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Crew will not be disciplined or retaliated against for reporting smoking that violates this policy.

Crew that violate this policy or who tamper with "no smoking" signs may be subject to disciplinary action up to and including termination.

No Solicitation and Distribution

In order to ensure efficient operation of the Company's business and to prevent annoyance to Crew, it is necessary to control solicitations and distributions of literature on Company property. The Company has established the following rules applicable to all Crew governing solicitation, distribution of written material, and entry onto the premises and work areas. All Crew are expected to comply strictly with these rules. Any Crew who is in doubt concerning the application of these rules should consult with their manager immediately.

No Crew may engage in solicitation during their own working time or during the working time of the Crew or Crew at whom such activity is directed.

No Crew shall distribute or circulate any written or printed material in work areas at any time, or during their own working time or during the working time of the employer or Crew at whom such activity is directed.

Under no circumstances will non-Crew be permitted to solicit or to distribute written material for any purpose on Company property.

Off-duty Crew are not permitted in work areas.

As used in this policy, "working time" includes all time for which an Crew is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an Crew is not performing and is not scheduled to be performing services or work for the Company.

Recording Devices

In keeping with the RESPECT Service System program, we promote open and honest communication in the workplace.

So as not to inhibit that, and to protect proprietary, confidential and customer information, it is a violation of Company policy to record conversations with a tape recorder or other recording device (phones, tablet or other 'smart' device), unless all parties to the conversation agree to record it. Violation of the policy will result in disciplinary action, up to and including immediate termination.

Technology

The Company provides an e-mail system, voicemail system, access to the Internet, and other business-related technology systems to assist Crew in conducting Company business. This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access, mobile and smart devices, and computer systems.

All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. Crew should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business. Crew may use company electronic resources for personal use, during nonworking time, as long as such use complies with company rules and applicable laws. Crew should never use the Company's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers. All existing Company policies apply to Crew conduct on the Internet and use of all technology systems, including, but not limited to, Company policies regarding intellectual property, misuse of Company property, unlawful discrimination, harassment, sexual harassment, and retaliation, information and data security, and confidentiality.

The Company does not allow these electronic systems to be used in creating, receiving, viewing, accessing, sending, or storing data that may reasonably be considered to be offensive, defamatory, obscene, or otherwise inappropriate. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Such data includes, but is not limited to, sexual images and comments, pornography, racial and gender-based slurs, or anything that would reasonably be expected to offend someone based on their disability, age, religion, marital status, sexual orientation, national origin, or any other factor protected by applicable law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment. Crew who are aware of the misuse of these systems by other Crew shall report the misuse to a manager immediately.

Computer/Systems Security and Content Screening

Each Crew is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with a Crew's work as would be utilized for other company correspondence or memoranda.

All computers and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of the Company, and should be considered company information.

All Crew should be aware that the Company has software and systems in place that are capable of monitoring and recording all network traffic to and from any Company computer or other electronic device Crew may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through, composed on, or sent and received using these systems with or without notice to the Crew and/or in the Crew's absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat/messaging sessions, all news group activity (including groups visited, messages read, and Crew postings), and all file transfers into and out of the Company's internal networks.

Crew should be aware that even when a message is deleted or erased, it is still possible to recreate the message. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information Crew have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data. Accordingly, no Crew should have any expectation of privacy as to his or her Internet or technology systems usage and should not use these systems for information they wish to keep private or personal.

Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Crew should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an Crew has accessed may also be stored.

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related. The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications. If an Crew wants to communicate

with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the Crew should consider using a personal email address and personal computer equipment. If an Crew does use company equipment, the Crew consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

The Company reserves the right to inspect any and all files stored in all areas of the Company's network or company provided business systems including those assigned to individual Crew, and those stored on any Company provisioned or Company owned computer.

Software Code of Ethics

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, Crew are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

Crew should not use, copy, publish or post the Company's or someone else's IP unless they have the legal right to do so. Examples of IP include trademarks, written articles, merchandise information and music. The Company cannot and will not provide Crew with legal advice about intellectual property laws unless the inquiry relates to the Company's own business interests.

Crew may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Crew may not give software to any outsiders including contractors, customers, or others. Crew may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Crew may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Virus Protection

To prevent computer viruses from being transmitted through the system, Crew are not authorized to download any software from the internet onto their computer or any drive in that computer.

The Company maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient. The Company maintains

virus protection software for all internet traffic when on the Company's network. In some cases, certain sites deemed malicious or dangerous according to the virus protection software may not be accessible from the Company network in order to protect Company property. If in any case a virus is detected on a Company-provisioned device, the Company reserves the right to quarantine the device and disable it completely. In the event of a quarantine, the Crew will not have access to business applications and will need to contact IT immediately.

Work Product Ownership

The Company retains legal ownership of the work product of Company Crew. No work product created while employed by the Company can be claimed, construed, or presented as property of the individual Crew, even after employment by the Company has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, vessel design and operations, and any concepts, ideas, or other intellectual property developed for the Company, regardless of whether the intellectual property is actually used by the Company. Although it is acceptable for an Crew to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), information that is classified or confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. Please see the Confidentiality policy and the Conflicts of Interest policy in this Handbook for additional details. In any event, it must always be made clear that work product is the sole and exclusive property of the Company.

Telecommuting and Remote Work Agreements

Telecommuting may be approved on an individual basis based upon prior approval by management and execution of a Telecommuting or Remote Work Agreement. The Company reserves the right to deny telecommuting or remote work arrangements, or to revoke prior authorizations for such remote work.

8

HEALTH, SAFETY, AND SECURITY



HEALTH, SAFETY, AND SECURITY



Commitment to Safety

Safety is critical to the Company's business and to Crew health. Every Crew is responsible for his/her own safety, as well as that of other Crew and guests. All Crew must be safety conscious at all times and are responsible for following the safety procedures outlined by the Company, including individual Department as applicable.

Incident Reporting

A full incident reporting procedure is available from your Port Captain or any member of Human Resources. All work-related injuries, illnesses, and accidents must be reported within 24 hours of an incident, no matter how minor the incident may appear. Failure to report an incident in accordance with the incident reporting procedures will result in disciplinary action, up to and including termination.

The Company's Port Safety Team will conduct post-incident investigations for accidents involving vessel property damage, major bodily harm or a pattern of incidents per person, port or vessel. All Crew are expected to fully participate in investigations.

Crew who sustain work-related injuries may receive workers' compensation benefits. Crew who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Crew should consult with Human Resources for additional information.

Food Handler Health & Illness

Food Crew Health and Incident Reporting

The Company is committed to ensuring the health, safety and well-being of both our Crew and customers, as well as complying with all health department regulations.

Sanitation is a public trust and should be shared by everyone. All Crew members must maintain the highest standards of personal hygiene and sanitary work in order for us to meet our obligation of serving safe food and beverages, as well as providing a safe and healthy working environment. Health and proper hygiene practices include, but are not limited to:

- Not reporting to work if sick or symptomatic such that it could pose safety concerns for others
- Following proper hand-washing procedures

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States. 46 U.S.C. §6308.

- Include adherence to local, city and state laws and departments that govern food safety and sanitation
- Wearing proper protective equipment as required (i.e. gloves, hair restraints, face masks, etc.)
- Eating/drinking and chewing gum in designated areas only
- Personal scent should be free of a smoke odor

It is also crucial that Crew members utilize methods for proper storage and protection against contamination. Best practices to accomplish this includes, but not limited to:

- Store chemicals away from food storage areas
- Ensure chemicals are listed correctly on Material Safety Data Sheets (MSDS), used in the correct manner, and are properly labeled
- Store food items properly and at correct temperatures; ensure they are logged and labeled with date/ time stamps, and expired food product is removed immediately

Crew members are responsible for reporting any unsanitary conditions to a supervisor or manager.

All Crew are required to report any incidents or conditions that endanger health, safety, or the environment using any of the below points of contact:

- Notify your manager/supervisor, Captain, Operations Management or Human Resources

All Crew members are required to abide by all sanitation guidelines outlined by management and should see their supervisor or manager for specific sanitation guidelines for their department.

In addition to the foregoing, all food Crew shall report if they are experiencing any of the following symptoms to their supervisor or General Manager:

- Diarrhea
- Fever
- Vomiting
- Jaundice
- Sore throat
- Coughing
- Shortness of breath or trouble breathing
- Lesions (such as boils and infected wounds, regardless of size) containing pus on the fingers, hands or any exposed body part.

Food and Beverage Crew should also notify their supervisor or General Manager whenever diagnosed by a healthcare

provider as being ill with or experiencing any of the symptoms of any of the following diseases, which can be transmitted through food or person-to person by casual contact such as:

- Salmonellosis
- Hepatitis A Virus
- Shigellosis
- Norovirus
- Escherichia coli
- COVID-19

In addition to the above conditions, food Crew shall notify their supervisor or General Manager if they have been exposed to the following high-risk conditions:

- Exposure to or suspicion of causing any confirmed outbreak involving the above illnesses.
- A member of their household is diagnosed with any of the above illnesses.
- A member of their household is attending or working in a setting that is experiencing a confirmed outbreak of the above illnesses.

All food Crew shall follow the reporting requirements specified above involving symptoms, diagnosis and high-risk conditions specified. All food Crew subject to the required work restrictions or exclusions that are imposed upon them as specified in FDA regulations, local health departments or port policies, shall comply with these requirements as well as follow good hygienic practices at all times.

Off Duty Use of Facilities/Vessels

Crew members are prohibited from being on Company premises or making use of Company facilities while not on duty or participating in a Company sponsored event. Crew are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use, except as provided in the Technology policy in this Handbook.

Security

The security of facilities as well as the welfare of our Crew requires that every individual be constantly aware of potential security risks. You should immediately notify your manager when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys, security passes, or identification badges are lost or misplaced. Under no circumstances should security passes, codes, or identification badges be shared with other individuals.

Property and Theft

Company Property

When using company property, Crew are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines.

Crew should notify their supervisors if any equipment, machines, tools, vessels or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to Crew or others. Crew who have questions about their responsibility for maintenance and care of equipment, vessels or vehicles used on the job should consult their supervisor.

All Crew are expected to comply with all applicable local, state, and federal laws while operating company vehicles, vessels, and other equipment. The Company may terminate or otherwise discipline Crew who engage in unlawful conduct.

Removal of any Company property without prior authorization, including, but not limited to, food, beverages, office equipment, furniture, and computer equipment, from any Company site, vessel or vehicle is considered illegal. Any Crew discovered participating in the unauthorized removal of any Company property may be reported to the proper legal authorities and will be subject to discipline, up to and including immediate termination.

The supervisor on duty must ensure that all equipment is properly and safely stored at all times. Equipment left outside or in unsecured locations is not acceptable.

Crew responsible for securing and locking vessels and offices must be the last ones out of the yachts or offices for which they are responsible. Should the Crew member be unable to secure/alarm the property, he/she must identify a supervisor who will complete the lock up procedure. Under no circumstances should company security codes or keys be given to non-Company personnel or to Company Crew members not authorized to have keys/security codes. Failure to secure keys, security codes or company property will result in disciplinary action, up to and including immediate termination.

Surveillance

Certain areas of the Company premises and vessels, including all areas where cash is handled, may be monitored electronically.

If there is any reported incident of theft, trespass, workplace violence, Crew misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), the Company will utilize its surveillance equipment as an investigatory tool. The Company will also make use of

its surveillance equipment to deter any future security incidents.

The Company reserves the right to discipline Crew members if footage from the video surveillance shows that they violated Company policy.

Vessel Protection

The Captain on duty for each vessel is responsible for ensuring that the vessel is locked and secure after use. In the event the Captain is not scheduled to perform this service, a supervisor or Event Manager will be responsible.

Office Protection

Each Crew member should secure their individual workspace when leaving for the day. The last person leaving the office is responsible for locking doors, turning lights off, closing windows, turning off office machines and arming any security systems.

Personal Property

The Company cannot and does not assume responsibility or liability for any Crew's personal articles and/or belongings. Crew are cautioned not to leave personal property unattended. Any damage, loss or theft of personal items on Company property is not the responsibility of the Company. This includes investigating Crew complaints of alleged theft, damage or loss of personal items at work.

Lockers may be available for Crew use on a day-to-day and first-come-first-serve basis. They are the property of the Company and for business use only. Key or combination locks are allowed. Lockers are subject to inspection by the Company without notice. Do not bring or leave valuable personal items in these lockers.

Recreational Activities

Participation in off-duty recreational, social or athletic activities ("Recreational Activities") is strictly voluntary and is not an express or implied requirement of employment or continued employment with the Company. Recreational Activities will occur during off-duty time, and attendance or participation at such Recreational Activities is not considered part of a Crew's services or duties as an Crew of the Company. Crew are not reasonably expected to participate in any Recreational Activity as a condition of their employment.

Participating in Recreational Activities can be dangerous, and any Recreational Activity carries with it the possibility of injury or other complications. As a condition of being able to participate in Recreational Activities, the Crew assumes full responsibility for any and all risks associated with such activities, including but not limited to any injury to the Crew or to property caused by conditions, events or occurrences

No part of a report of a marine casualty investigation shall be admissible as evidence in any civil or administrative proceeding, other than an administrative proceeding initiated by the United States, 46 U.S.C. §6308.

of any kind or nature to the extent permitted by applicable law. Crew should not participate in any Recreational Activity without taking every reasonable precaution to ensure that they are in suitable physical condition and they should abide by any limitation recommended by their personal physician and limit their activity to a level appropriate for them. The Company is not responsible for determining whether or at what level an Crew should engage in Recreational Activities, or to monitor participation in the same, and the Company shall have no liability for not having attempted to make that determination or monitor any Crew's activity level.

The Company or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of a Crew's voluntary participation in any off-duty Recreational Activity that is not part of the Crew's work-related duties unless otherwise required by applicable law. Include adherence to local, city and state laws and departments that govern food safety and sanitation

Closing Statement

Thank you for reading our Crew handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

An aerial photograph of San Francisco, California. The city skyline is visible in the background, featuring the Transamerica Pyramid and other skyscrapers. In the foreground, a large white ferry boat is moving across the water. To the right, a large, multi-story building with a white facade and a prominent tower is situated on a pier. The water is a deep blue-green color.

ACKNOWLEDGMENT

ACKNOWLEDGMENT AND RECEIPT OF CREW HANDBOOK

I have received and read my copy of the Crew Handbook and the applicable state/local required notices for the state in which I work.

I understand that the Handbook and Supplement set forth the terms and conditions of my employment with the Company as well as the duties, responsibilities, and obligations of employment with the Company. The Crew Handbook describes important information about the Company, and I understand that I should consult Human Resources Department regarding any questions not answered in the Handbook.

I understand that the Company has provided me various alternative channels including anonymous and confidential channels, to raise concerns of violations of this Handbook and company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, provide documents or other information, file a charge or complaint or otherwise communicate with or otherwise participate in any investigation or hearing conducted by any federal, state or local governmental authority regarding potential violations of laws or regulations, including the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any Crew rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I agree to abide by and be bound by the rules, policies and standards set forth in the Crew Handbook and applicable State Supplement. I further acknowledge that this Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with the Company. By distributing this Handbook, the Company expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Crew handbook and state supplement, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook or supplement. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I acknowledge that my employment with the Company is at-will, meaning that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further understand and agree that, other than the CEO of the Company, no manager, supervisor, or representative of the Company has any authority to enter into any agreement for employment other than employment at-will; only the CEO of the Company has the authority to make any such agreement and then only in writing signed by the CEO of the Company.

I have read and understand the above statements.

Crew's Signature

Date

Crew's Name (Print)

Hornblower