REVISED TITLE PAGE

THE CRUISE LINES INTERNATIONAL ASSOCIATION AGREEMENT

FEDERAL MARITIME COMMISSION AGREEMENT NUMBER 10071-0445

ORIGINAL EFFECTIVE DATE: JULY 7, 1975

FMC Agreement No.: 010071-045 Effective Date: Pending
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ARTICLE 1- FULL NAME OF THE AGREEMENT

The full name of the Agreement shall be "The Cruise Lines International Association Agreement."

ARTICLE 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to continue an Association which will act pursuant to authority granted the Members (as defined in Article 7 herein) under Articles 5 and 9 of this Agreement.

ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are the Members and certain Associate Members (as defined in Article 7 herein) all of which are listed below:

A-ROSA Flussschiff GmbH[1]
Loggerweg 5
Rostock, Germany 18055

ACROMAS SHIPPING, LTD./SAGA SHIPPING[1]
Enbrook Park
Folkestone, Kent CT20 3SE

AIDA CRUISES
Am Strande 3d
Rostock, Mecklenburg-West Pomerania, Germany 18055

AMA WATERWAYS[1]
21625 Prairie Street
Chatsworth, CA 91311-5833

AMERICAN CRUISE LINES, INC.
1 Marine Park
Haddam, CT 06438

AQUA EXPEDITIONS PTE. LTD.[1]
10, JALAN KILANG, #04-06,
Singapore

AUSTRALIAN PACIFIC TOURING PTY LTD.[1]
Level 4, 1230 Nepean Highway
Cheltenham, VIC 3192

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AVALON WATERWAYS[1]
5301 South Federal Circle
Littleton, CO 80123

AZAMARA CRUISES
1050 Caribbean Way
Miami, FL 33132

CARNIVAL CRUISE LINES
3655 NW 87th Avenue
Miami, FL 33178

~~CDF CROISIERES DE FRANCE[1]~~
~~77 Boulevard Haussmann~~
~~Paris, France 75008~~

CELEBRITY CRUISES, INC.
1050 Caribbean Way
Miami, FL 33132

CELESTYAL CRUISES[1]
11 Lemesos Avenue
Nicosia, Cyprus 2112

COSTA CRUISE LINES
World Trade Center Building
80 SW 8th Street, Miami, FL 33130-3097

COMPAGNIE DU PONANT
408 Avenue Du Prado
Marseille, France 13008

CROISIEUROPE[1]
12 Rue de la Division Leclerc
Strasbourg, France 67000

~~CRUISE & MARITIME VOYAGES[1]~~
~~Gateway House, Stonehouse Lane~~
~~Purfleet, Essex, RM19 INS~~

CRYSTAL CRUISES
2049 Century Park East, Suite 1400
Los Angeles, CA 90067

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CUNARD LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

DISNEY CRUISE LINE
210 Celebration Place, Suite 400
Celebration, FL 34747-4600

DREAM CRUISES MANAGEMENT LTD.[1]
Suite 1501, Ocean Center No. 5, Canton Road, Tsim Sha Tsui
Kowloon, Hong Kong

EMERALD WATERWAYS[1]
13th Floor, 111 Piccadilly
Manchester, M1 2HY

~~EVERGREEN TOURS[1]~~
~~11 Brown Street~~
~~Newcastle, NSW 2300~~

~~FRED.OLSEN CRUISE LINES LTD.~~
~~Fred. Olsen House~~
~~White House Road~~
~~Ipswich, Suffolk, IP1 5LL~~

FRENCH AMERICA LINE
88 York Street
London, UK W1H 1QT

HAPAG-LLOYD KREUZFAHRTEN GMBH
Ballindamm 25
Hamburg 20095

HERTIAGE RIVER JOURNEYS PVT LTD.
Office # 7, 2nd Floor, LSC, Vasant Arcade, Vasant Kunj
New Delhi, Delhi, India 110070

~~HEBRIDEAN ISLAND CRUISES[1]~~
~~Hebridean Island Cruises~~
~~Compass House~~
~~Rockingham Road~~
~~Market Harborough, Leicestershire, LE16 7QD~~

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HOLLAND AMERICA LINE
300 Elliott Avenue West
Seattle, WA 98119

~~HURTIGRUTEN INC.~~
~~405 Park Avenue~~
~~New York, NY 10022~~

~~ISLAND CRUISES[1]~~
~~Tui UK Ltd.~~
~~Luton, Bedfordshire, LU2 9TN~~

~~LINDBLAD EXPEDITIONS PTY LTD.[1]~~
~~Level 2, 8 West Street~~
~~North Sydney, NSW~~

LÜFTNER CRUISES[1]
Amraser See Str. 56
Innsbruck, Tirol 6020

~~MEKONG WATERWAYS[1]~~
~~c/o Rivages Du Monde~~
~~12 Boulevard Bonne~~
~~Paris, France 75010~~

MSC CRUISES
6750 North Andrews Avenue
Fort Lauderdale, FL 33309

NCL CORPORATION
7665 Corporate Center Drive
Miami, FL 33126-1201

OCEANIA CRUISES
8300 NW 33rd Street
Miami, FL 33122

P&O CRUISES
Carnival UK
Carnival House
100 Harbour Parade
Southampton, United Kingdom, SO15 1ST

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P&O CRUISES AUSTRALIA[1]
Level 5, 15 Mount Street
North Sydney, NSW 2060

PANDAW RIVER EXPEDITIONS[1]
Great West House, Great West Road
Brentford, UK TW8 9DF

PAUL GAUGUIN CRUISES[1]
1000 Corporate Drive, Suite 440
Fort Lauderdale, FL 33334

PEARL SEAS CRUISES
741 Boston Post Road, Suite 250
Guilford, CT 06437

~~PHOENIX REISEN GMBH[1]~~
~~Pfälzer Strasse 14~~
~~Bonn, Germany 53111~~

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PRINCESS CRUISES
10100 Santa Monica Boulevard, Suite 1800
Los Angeles, CA 90067

PULLMANTUR CRUISES SHIP MANAGEMENT LTD.[1]
198 Old Bakery Street
Valletta, Malta, VLT 1455

REGENT SEVEN SEAS CRUISES
1000 Corporate Drive, Suite 500
Fort Lauderdale, FL 33334

RIVIERA TOURS LTD.[1]
New Manor, 328 Wetmore Road
Burton on Trent, Staffordshire DE14 1SP

ROYAL CARIBBEAN INTERNATIONAL
1050 Caribbean Way
Miami, FL 33132

~~SCENIC TOURS UK LTD.[1]~~
~~13th Floor~~
~~111 Piccadilly~~
~~Manchester~~
~~M1 2HY~~

SCENIC LUXURY CRUISES & TOURS
Corporation Trust Center, 1209 Orange Street
Wilmington, Delaware

SEABOURN CRUISE LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

SEADREAM YACHT CLUB
2601 South Bayshore Drive
Penthouse 1B
Miami, FL 33133

SHEARINGS HOLIDAYS LTD. [1]
Victoria Mill, Miry Lane
Wigan, Lancashire WN3 4AG

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SILVERSEA CRUISES, LTD.
110 E. Broward Boulevard
Fort Lauderdale, FL 33301

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STAR CRUISES (HK) LIMITED
Suite 1501, Ocean Centre
5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

ST HELENA LINE/ANDREW WEIR SHIPPING LTD.[1]
Dexter House
2 Royal Mint Court, London

~~SWAN HELLENIC[1]~~
~~Compass House, Rockingham Road~~
~~Market Harborough, Leicestershire, LE 16 7QD~~

TAUCK RIVER CRUISING[1]
10 Norden Place
Norwalk, CT 06855

~~THE RIVER CRUISE LINE[1]~~
~~Anson House , Compass Point~~
~~Market Harborough, Leicester, LE16 9HW~~

THOMSON CRUISES[1]
Tui UK Ltd.
Luton, Bedfordshire, LU2-9TN

TRAVELMARVEL[1]
Level 4/ 1230 Nepean Highway
Cheltenham, VIC 3192

TUI CRUISES GMBH[1]
Anckelmannsplah 1
Hamburg, Germany 20537

~~UN-CRUISE ADVENTURES~~
~~3826 18th Avenue West~~
~~Seattle, WA 98119~~

UNIWORLD RIVER CRUISES, INC.[1]
Uniworld Plaza
17323 Ventura Boulevard
Los Angeles, CA 91316

[1] The Members designated by this footnote are presently not common carriers within the meaning of the Shipping Act of 1984 (the "**Act**"), and are neither subject to the jurisdiction of the Federal Maritime Commission nor covered by any antitrust immunity conferred by the Act with respect to the filing of this Agreement with the Commission.

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VENICE SIMPLON-ORIENT-EXPRESS LTD./BELMOND[1]
1st Floor, Shackleton House
4 Battle Bride Lane
London, SE1 2HP

~~VOYAGES OF DISCOVERY[1]~~
~~Voyages of Discovery~~
~~Compass House~~
~~Rockingham Road~~
~~Market Harborough, Leicestershire, LE 16 7QD~~

~~VOYAGES TO ANTIQUITY (UK) LTD.[1]~~
~~8 South Parade, Summertown~~
~~Oxford, Oxfordshire, OX2 7JL~~

WINDSTAR CRUISES
300 Elliott Avenue West
Seattle, WA 98119

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ARTICLE 4 - GEOGRAPHIC SCOPE OF THE AGREEMENT

Cruise Lines International Association, Inc. ("**CLIA**") defines its scope by reference to the market served rather than the geographical location of the voyages concerned. It is understood that effectiveness and/or approval of this Agreement by the Federal Maritime Commission (the "**FMC**") pursuant to the Shipping Act, 1984, and the Shipping Act, 1916, extends only to activities in connection with voyages on which passengers embark or disembark at a United States port.[2]

ARTICLE 5 - AGREEMENT AUTHORITY

The parties to this Agreement agree:

A. CLIA will –

(1) Provide a forum where companies engaged in the worldwide operation and marketing of the cruise and passenger liner industry can meet and discuss matters of common interest and develop and agree on activities aimed at promoting safe and secure cruise ship operations and marketing the concept of shipboard holidays;

(2) Represent the Members' views and interests in dealings with and appearances before conferences, associations and/or agencies, governments, including international organizations, federal, state and local legislative bodies, executive and regulatory agencies and departments, state and federal judiciaries, licensing and taxing authorities, ports and terminals authorities in matters relating to marketing, sales and operation of passenger liner or cruise vessels, passenger cruises and their operators, including commercial, safety, health, environmental, security and other local, state, national or international policy issues;

(3) Represent the Members in dealing with international regulatory organizations, including regulatory bodies existing pursuant to and interpreting and enforcing multinational conventions, treaties and other instruments;

(4) Represent the Members in dealing with non-governmental organizations, business corporations and private industry concerns, trade associations and other similar entities in matters relating to the marketing and operation of cruises, operation of cruise vessels and associated activities;

[2] The terms of this Agreement and the filing of it with the Federal Maritime Commission ("FMC") do not and are not intended to bring within the scope of the Shipping Act of 1984, as amended (including the antitrust exemption conferred by the Act), or the jurisdiction of the FMC, any activities hereunder relating to the carriage of passengers in the U.S. domestic trades or to service wholly between foreign ports or points or parties that are not subject to the jurisdiction of the FMC.

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(5) Represent the Members in dealing with the media, including proactive industry image programs and response to current issues and events;

(6) Assist the Members in formulating policy positions on the foregoing matters; and

(7) Represent the Members in matters relating to financial responsibility coverage and education of Affiliated Sellers of Travel (as defined in Appendix A attached hereto).

B. Membership in any other association shall not preclude membership in CLIA. However, CLIA may provide for consultation and cooperation with other conferences, organizations or associations, and will utilize its best efforts to provide Travel Sellers and interested travel agent associations with reasonable opportunities for dialogue and presentation of views, always reserving freedom of action. The areas of promotion and/or marketing which CLIA may implement either on its own or in cooperation with other associations shall include:

(1) Travel seller training;

(2) Public relations;

(3) Advertising;

(4) Market research;

(5) Legislative and regulatory policies; and

(6) Cruise market expansion promotional ventures,

However, participation in any such programs shall not limit the right of any Member to take independent action.

C. The Parties may discuss with each other matters, other than specific rate activities, beyond the authority of this Agreement and within the ambit of the United States Shipping Act, 1984, and/or the Shipping Act, 1916, with a view to filing modifications to this Agreement with the FMC. No such modifications will be implemented prior to effectiveness and/or approval under the Shipping Act, 1984, and the Shipping Act, 1916.

D. The Members shall notify CLIA of the default of any Affiliated Seller of Travel (as defined in Appendix A) or the employment by any travel agency of any ex-agent, exofficer or ex-clerk of any Travel Seller previously terminated under the provisions of this Agreement.

E. CLIA's organization will be as shown in Appendix B. The Members have formed a District of Columbia not-for-profit corporation named "**Cruise Lines International Association, Inc.**" All acts and activities of the Members authorized and governed by this

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Agreement shall be conducted within CLIA through the actions of its board of directors (the "**Board of Directors**"), in addition to other committees and officers appointed in accordance with the provisions of this Agreement and the corporation's by-laws (the "**By-Laws**"), a copy of which is attached to this Agreement.

F. Meetings of representatives of the travel trade industry (each an "**Inter-Association Meeting**") may be convened from time-to-time for the purpose of discussing matters covered by CLIA's charter which are of mutual importance to CLIA and Travel Sellers. CLIA's president (the "**President**") shall notice any such meetings to all Members and Associate Members and serve as Secretary under the direction of the CLIA's chair (the "**Chair**"). The Chair shall chair Inter-Association Meetings.

Inter-Association Meetings shall be attended by CLIA's executive committee (the "**Global Executive Committee**") and by a representative of any other such Members that may wish to attend. In addition, the following organizations shall each be invited to send one (1) representative to every Inter-Association Meeting:

(1) American Society of Travel Agents;
(2) Association of Retail Travel Agents;
(3) American Automobile Association;
(4) Alliance of Canadian Travel Associations; and
(5) National Association of Cruise Only Agencies.

G. CLIA may agree from time-to-time to establish cruise industry promotional, educational and Travel Seller (as defined in Appendix A) training programs, including FAM trip programs offered on such terms as individual Members desire, and may allow Affiliated Sellers of Travel listed in CLIA's Master List of Travel Sellers (as defined in Appendix A attached hereto and made a part hereof) to participate in such programs at reduced rates.

H. This Agreement shall apply in respect of the relationship between the Members and Affiliated Sellers of Travel in the United States and Canada, as set out in Appendix A.

I. Members and Associate Members may utilize CLIA's seal, trademarks, intellectual property and other marketing, promotional or educational materials and information only in connection with the marketing and promotion of cruises of Members, and for no other purpose. Members and Associate Members may not sublicense, assign or provide such seal, trademarks or intellectual property, materials or information to any third parties, including affiliates or associates, without CLIA's written authorization. CLIA's seal, trademarks, intellectual property, materials and information may not be utilized to market or promote noncruise products or services, including related travel industry products or services provided by Members, or their affiliates and associates. CLIA may establish and modify rules applicable to Members', Associate Members', and Affiliated Sellers of Travel's use of CLIA's seal, trademarks, intellectual property, materials and information.

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ARTICLE 6 - OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY

The Members shall authorize individuals to file amendments to this Agreement or any other papers or documents related to this Agreement. At present, and until revoked, the Members authorize the President to file on their behalf amendments to this Agreement or any papers or documents related to this Agreement.

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

CLIA's membership shall be open to those companies meeting the member eligibility criteria established pursuant to CLIA's Bylaws (Appendix B hereto). Only those Members that are ocean common carriers, marine terminal operators or other persons subject to the Shipping Act of 1984 shall be parties to this Agreement, however. Membership withdrawal, expulsion, and readmission shall be governed in accordance with the terms thereon set forth in CLIA's Bylaws.

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ARTICLE 8 - VOTING AND AMENDMENTS

A. The various voting requirements are set out in Appendix B.

B. This Agreement may be amended by agreement of at least fifty-one percent (51%) of the total number of Members. No such amendment shall become effective unless and until becoming effective and/or approved by the Federal Maritime Commission under the Shipping Act, 1984, and the Shipping Act, 1916.

ARTICLE 9 - DURATION AND TERMINATION OF THE AGREEMENT

A. Duration. This Agreement has been in effect since July 7, 1975. The Agreement shall continue in effect indefinitely unless terminated by the Members pursuant to the terms of this Agreement.

B. Termination. This Agreement may be terminated at any time by mutual agreement of the Members.

ARTICLE 10 —DISPUTE RESOLUTION

Any controversy or claim between CLIA and a Member or Associate Member arising out of or relating to the Member's or Associate Member's membership in CLIA, whether arising during or after the Member's or Associate Member's membership in the organization, which is not resolved within ten (10) business days following delivery of CLIA's or the Member's or Associate Member's written notice of intent to arbitrate, shall be determined in arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("**AAA**") before a single impartial arbitrator selected by CLIA from a list of ten (10) nominees proposed by the AAA from its roster of arbitrators for international arbitrations. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. If at any time there are pending two (2) or more arbitrations under this Article 10 that involve any common parties or issues, the arbitrator in the arbitration first commenced may order any of such arbitrations to be consolidated in whole or in part before him or her as sole arbitrator, if and to the extent the arbitrator deems such consolidation likely to promote fairness and efficiency. Following appointment of the arbitrator, each party shall submit its brief and supporting documents or exhibits to the arbitrator and other party within twenty (20) business days, and each party shall have ten (10) business days to serve any reply brief with documents and exhibits. The arbitrator may convene a hearing not to exceed one (1) day in duration, and shall issue a final decision and award within thirty (30) business days following service of the reply briefs. The arbitrator shall award the prevailing party its costs and expenses of the arbitration, including reasonable attorneys' fees. The award shall be final and binding on the parties. The prevailing party may apply to a court of competent jurisdiction for an order to enforce its award. However, in the event that equitable or injunctive relief is an appropriate remedy, notwithstanding this provision, either party shall be entitled to apply to a court of competent jurisdiction for the purpose of obtaining equitable or injunctive relief on any matter.

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APPENDIX A

TERMS AND PROVISIONS REGARDING AFFILIATED SELLERS OF TRAVEL

Travel Sellers which comply with the terms and provisions set forth in this Appendix A may become "**Affiliated Sellers of Travel**" and be included on CLIA's master list of Travel Sellers (the "**Master List of Travel Sellers**"). Affiliated Sellers of Travel are not CLIA members, but shall have the rights and responsibilities set forth in this Appendix A and in rules applicable to Affiliated Sellers of Travel which CLIA may adopt and modify from time-to time.

1. DEFINITION. For purposes of this Agreement, a "**Travel Seller**" is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services. As used in this Agreement and Appendix A and the attached Statement of Policy and Procedure, the term "Travel Seller" includes any and all Travel Sellers, whether or not included on CLIA's Master List of Travel Sellers, and "Affiliated Seller of Travel" includes only those Travel Sellers that are included on CLIA's Master List of Travel Sellers.

2. TRAVEL SELLER FEES. An annual fee (the "**Annual Travel Seller Fee**"), the levels of which CLIA may change from time-to-time and subject to contractual agreement by the Affiliated Seller of Travel, shall be collected for each location at the time of application and renewal. Applicants that are consortia, franchises, hosts, or agencies with a designated minimum number of affiliated agents, which CLIA may change from time-to-time, may be entitled to preferred status, the additional, associated benefits of which CLIA may change from time-to-time, at an additional annual fee which CLIA may also change from time-to-time and subject to Terms and Conditions and contractual agreement by the Affiliated Seller of Travel. Affiliated Sellers of Travel notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; Affiliated Sellers of Travel notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Affiliated Sellers of Travel Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and CLIA shall thereafter promptly give notice to any Affiliated Seller of Travel from whom it has not received an Annual Travel Seller Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Affiliated Seller of Travel concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to CLIA the amount of such payment, plus a sum equal to one-half (1/2) the Annual Travel Seller Fee; said sum being acknowledged by CLIA and by the involved Affiliated Seller of Travel as constituting liquidated damages (and not a penalty) for such delinquency to be applied because the amount of actual damages would be difficult, if not impossible, to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by CLIA, and tender

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the Annual Travel Seller Fee. Applicants for individual agent membership may be subject to eligibility requirements (*e.g.*, examination or minimum commission thresholds) as determined by CLIA from time-to-time. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Travel Sellers and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

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4. PLAN FOR SECURING PERFORMANCE OF AFFILIATED SELLERS OF TRAVEL. CLIA may arrange coverage to secure the performance by Affiliated Sellers of Travel of their obligations to Members by either engaging a bonding company or establishing a Security Fund under the direction of an Administrator. CLIA may change such plan from time-to-time. Proof of claims against an Affiliated Travel Seller shall be filed in accordance with such instructions as are issued by CLIA from time-to-time. Such claims shall be for the net amount of sales. Any remuneration due to the Affiliated Seller of Travel after a default situation shall revert to the Administrator paying the claim as salvage.

5. CONDITIONS FOR TRAVEL SELLER AFFILIATION. The conditions governing the relationship between Affiliated Sellers of Travel and Members and Associate Members are set forth in CLIA's new member kit and are available online on CLIA's website for an applicant's advance review. These conditions are as follows:

(a) ACCOUNTABILITY - You are responsible to account for proprietary documents of Members and to maintain records relating to Members' transactions. Such accounting and records will be available for review by the Member concerned during normal business hours.

(b) TICKETING, REMITTANCES, AND REMUNERATION – In accordance with each Member's policies.

(c) PROMOTION - You may display the CLIA seal on your promotional pieces related to the development of the business of the Members and are encouraged to do so. Of course, such promotional pieces should conform to truth and good taste. You are responsible for the accuracy of your promotional pieces and for compliance with applicable governmental requirements. CLIA will make every attempt to assist you when and where possible. The CLIA seal, trademarks, intellectual property and marketing, promotional or educational materials and information created or developed by CLIA may be used only in connection with the marketing and promotion of Members' cruises, and for no other purpose, including marketing or promotion of any other cruises or non-cruise products or services. Affiliated Sellers of Travel may not sublicense, assign or provide such seal, trademarks, intellectual property, materials or information to any third parties, including affiliates or associates, without CLIA's written authorization.

(d) CHANGES AFFECTING THE STATUS OF TRAVEL SELLERS – In order to assist us in the accurate maintenance of our records, promptly advise us of any changes which alter the data you have provided in your application. If a change of ownership occurs, the new owner must meet the requirements for Affiliated Seller of Travel listing. A change affecting ownership may require payment of a new Annual Travel Seller Fee, as set forth in the Statement of Policy and Procedure on file and available for review at CLIA's principal office and each Member's office. We will advise you further of those instances as they may become applicable to you.

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(e) TERMINATION OF YOUR AFFILIATION - Whenever requested by you, your status as an Affiliated Seller of Travel can be terminated. To insure a request for termination is accurately transmitted, please notify us in writing. Unfortunately, your Annual Travel Seller Fee cannot be refunded. In addition, any of the following circumstances may, at CLIA's sole discretion, result in an involuntary termination of affiliation without refund of your Annual Travel Seller Fee: (1) bankruptcy; (2) insolvency; (3) failure to effect timely payments to the Member and/or timely refunds to your clients; (4) absconding; (5) the mishandling of funds or proprietary documents exchanged through you, which funds or proprietary documents you agree to hold in trust; (6) a breach of any Affiliated Seller of Travel condition; (7) misappropriation or conversion of client funds; (8) misrepresentation, misappropriation or misuse of CLIA's name, seal, trademarks, or any CLIA materials provided to you for the purpose of promoting its Member; or (9) any illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations which are harmful to the cruise industry or relationships between Members and Travel Sellers or prospective passengers. Failure to pay the Annual Travel Seller Fee in a timely manner will result in automatic termination of your affiliation.

(f) YOUR RIGHTS - Should an event occur which presents grounds for involuntary termination, you will be notified and given the opportunity to address the allegations prior to a declaration of involuntary termination. In the event that your affiliation is actually involuntarily terminated, you will again be notified and given the opportunity to receive a review and a reinstatement. The procedures for notice, review, and reinstatement are contained in the Statement of Policy and Procedure on file and available for review online on CLIA's website and at the offices of each Member.

(g) OUR RIGHTS - In the unlikely event that your affiliation should be involuntarily terminated as provided above, you agree to hold CLIA and any of its Members and Associate Members and their respective officers and employees harmless for any loss, injury or damage related to a declaration of involuntary termination. You further agree to indemnify CLIA and any of its Members or Associate Members for any losses they may sustain as a result of the loss of documents or funds for which you have responsibility. Additionally, no claim for loss, injury or damage shall be made against CLIA or its Members regarding any good faith communication made in connection with the processing of an application for affiliation. The rights of CLIA and its Members or Associate Members which will affect your dealings with them as an Affiliated Seller of Travel are contained in the Statement of Policy and Procedure on file and available for review at CLIA's principal office and at the offices of each Member.

(h) NON-AFFILIATED TRAVEL SELLERS - As part of the democratic process as it may relate to restraint of trade, we both agree that we cannot debar Travel Sellers which choose not to subscribe to these conditions and Members and Associate Members from doing business with one another on any terms to which they may agree.

(i) DISPUTES - Any controversy or claim between CLIA and an Affiliated Seller of Travel on the Master List, whether arising during or after the Affiliated Seller of Travel's inclusion on the master list, other than a matter submitted for Review pursuant to

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Sections B.3, B.4, B.5 and B.6 of the Statement of Policy and Procedure set forth in this Appendix A, which is not resolved within ten (10) business days following delivery of CLIA's or the Affiliated Seller of Travel's written notice of intent to arbitrate, shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA") before a single impartial arbitrator selected by CLIA from a list of ten (10) nominees proposed by the AAA from its roster of arbitrators for international arbitrations. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. If at any time there are pending two (2) or more arbitrations under this Article 10 that involve any common parties or issues, the arbitrator in the arbitration first commenced may order any of such arbitrations to be consolidated in whole or in part before him or her as sole arbitrator, if and to the extent the arbitrator deems such consolidation likely to promote fairness and efficiency. Following appointment of the arbitrator, each party shall submit its brief and supporting documents or exhibits to the arbitrator and other party within twenty (20) business days, and each party shall have ten (10) business days to serve any reply brief with documents and exhibits. The arbitrator may convene a hearing not to exceed one (1) day in duration, and shall issue a final decision and award within thirty (30) business days following service of the reply briefs. The arbitrator shall award the prevailing party its costs and expenses of the arbitration, including reasonable attorneys' fees. The award shall be final and binding on the parties. The prevailing party may apply to a court of competent jurisdiction for an order to enforce its award. However, in the event that equitable or injunctive relief is an appropriate remedy, notwithstanding this provision, either party shall be entitled to apply to a court of competent jurisdiction for the purpose of obtaining equitable or injunctive relief on any matter.

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STATEMENT OF POLICY AND PROCEDURE

(To be maintained at CLIA's principal office and at Members' offices and available to applicants and to Affiliated Sellers of Travel on the Master List of Travel Sellers online on CLIA's website.)

A. TRAVEL SELLER FEES.

An Annual Travel Seller Fee, the levels of which CLIA may change from time-to-time, shall be collected for each location on or before the commencement of each fiscal year. When CLIA is notified of a change in the form of ownership or in control, or the ability to control management of the Affiliated Seller of Travel, a new Annual Travel Seller Fee will be collected from the new owners for each Affiliated Seller of Travel location affected.

B. RIGHTS OF AFFILIATED TRAVEL SELLERS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should CLIA determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Affiliated Seller of Travel shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should CLIA thereafter determine that involuntary termination is warranted, the Members and the Affiliated Seller of Travel shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Affiliated Seller of Travel affiliation for any of the causes listed in condition (e) to the Conditions for Travel Seller Affiliation shall be deemed sufficient cause for cancellation and removal of the Affiliated Seller of Travel's name from the Master List of Travel Sellers.

3. OPPORTUNITY FOR REVIEW. The Affiliated Seller of Travel will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Affiliated Seller of Travel must exercise such right within fifteen (15) days from the date of CLIA's certified mail notice.

4. REVIEW. It is envisioned that in most instances resolution of the alleged violation will be obtained via an exchange of dialogue and pertinent exhibits between the Affiliated Seller of Travel and CLIA and/or the Member(s) concerned. However, should there be disputed issues of fact or law, the Affiliated Seller of Travel may request that the matter be referred to a more formal review board (the "**Review Board**").

5. REVIEW BOARD. The Review Board shall consist of one (1) representative chosen by the Affiliated Seller of Travel, one (1) representative designated by CLIA, and a third mutually acceptable party. If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

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6. DECISION. The decision of the CLIA Review Board shall be final.

7. REINSTATEMENT. If, as a result of the dialogue between the Affiliated Seller of Travel and CLIA and/or the Member(s) referred to above, the Affiliated Seller of Travel settles all claims in full, reinstatement shall be automatic. If the matter is referred to a Review Board, reinstatement shall be in accordance with the decision reached by the Review Board.

C. THE RIGHTS OF CLIA AND ITS MEMBERS AND ASSOCIATE MEMBERS.

1. RELIEF FROM RECOURSE. CLIA shall not be responsible for any losses caused to the Affiliated Seller of Travel due to any action taken by CLIA pursuant to any of the conditions for Travel Seller affiliation.

2. FAILURE TO ACT UPON ANY DEFAULT. Such failure shall not be deemed a waiver thereof by CLIA or the Member involved nor a general waiver of any such acts or omissions; nor shall such failure be deemed to operate as a relinquishment of rights against the Affiliated Seller of Travel in respect of any other acts or omissions by the Affiliated Seller of Travel.

3. RIGHTS SEVERAL, NOT JOINT. The powers, rights, privileges, immunities and duties of the Members and Associate Members are several and not joint.

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APPENDIX B

BYLAWS of CRUISE LINES INTERNATIONAL ASSOCIATION, INC.

(As Amended and Restated on ~~March 16, 2015~~November 15, 2016)

ARTICLE I—NAME, REGISTERED AGENT, AND OFFICES

Section 1. Name. The name of the corporation is Cruise Lines International Association, Inc., a District of Columbia nonprofit corporation (the "Corporation").

Section 2. Registered Agent and Offices. The Corporation shall designate and maintain a registered agent in the District of Columbia, having an office within the District of Columbia. The registered agent of the Corporation shall be appointed by and serve at the pleasure of the Board. The Corporation may have offices located in the District of Columbia and/or in such other places as the Board may determine or the business of the Corporation may require.

ARTICLE II—PURPOSES

The Corporation is hereby organized for the following purposes: to engage in any lawful act or activity consistent with the District of Columbia Nonprofit Corporation Act, as the same may be amended or supplemented (the "Act") including activities as provided in Federal Maritime Commission Agreement No. 10071 by and among the Members, as filed with the Federal Maritime Commission pursuant to the Shipping Act of 1984 and as amended by the Members from time-to time (the "FMC Agreement") which is attached hereto and incorporated herein by reference; provided that notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (the "Code").

ARTICLE III—MEMBERSHIP

Section 1. Members. The Corporation shall have Global Regular Members, Regular Members and Associate Members (Executive Partners) (Global Regular, Regular Members and Associate Members together the "Members"). Members shall not be natural persons and shall not have voting rights. Global Regular Members in good standing shall each be entitled to name a designated representative to serve on the Board of Directors (also referred to herein as the "Global Board") as set forth in Article IV of these Bylaws; all affairs of the Corporation shall be managed through the Board of Directors and no separate meetings of the membership shall be held. The Board of Directors may establish representation for Regular Members on the Global Board as set forth in Article IX. The Board of Directors may establish other categories of membership, with such rights and obligations as the Board may determine, and may further define the qualifications for membership eligibility in any category. For purposes of Sections 1(a) and 1(b), a "company" means an entity that together with affiliates under common control operates and markets a passenger vessel line or cruise ship (or ships) under a specific trade name

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If the same entity, or a parent, subsidiary, affiliate, branch or division thereof, operates and markets such ships under more than one trade name, such entity may obtain a separate additional membership for each such trade name operation that meets the qualifications for membership.

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a. **Global Regular Members.** Only those companies meeting the following eligibility criteria shall be eligible to become a Global Regular Member. An entity shall be eligible to become a Global Regular Member, provided:

i. it is engaged in passenger liner or cruise ship marketing on behalf of a company which operates or demonstrates an intention in good faith to operate under the Member's brand one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels are at least 2,500 gross registered tons or equivalent British Registered Tons or are of 2,500 gross tonnage, whichever is larger, and have a capacity of at least 100 passengers per voyage;

ii. it has a fleet capacity of at least 10,000 beds; and

iii. it meets the conditions of membership stated in this Article and such other requirements as may be established by the Board of Directors from time to time.

b. **Regular Member.** Only those companies meeting the following eligibility criteria shall be eligible to become a Regular Member. An entity shall be eligible to become a Regular Member, provided:

i. it is engaged in passenger liner or cruise ship marketing on behalf of a company which operates or demonstrates an intention in good faith to operate under the Member's brand one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels have a capacity of at least 80 passengers per voyage; and

ii. it meets the conditions of membership stated in this Article and such other requirements as may be established by the Board of Directors from time to time.

c. **River Cruise Member.** Companies that meet the following criteria shall be eligible to become a River Cruise Member provided:

i. It is engaged in the passenger liner or cruise ship marketing on behalf of a company which operates or demonstrates an intention in good faith to operate under the Member's brand one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels have a capacity of at least 40 passengers per voyage on inland waterways; it meets the conditions of membership stated in this Article and such other requirements as may be established by the Board of Directors from time to time for River Cruise companies.

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ii. River Cruise companies are considered Regular Members unless the company opts for Global Regular Membership in accordance with Article III Section 1d.

d. **Global Membership Option.** A Global Regular Member may not opt to become a Regular Member. However, a Regular Member in good standing may opt to be a Global Regular Member. Such Member shall give written notice to the President of its intent to become a Global Regular Member and upon written acceptance by the President shall have all the rights, privileges and obligations of a Global Regular Member for a period of no less than three (3) years from the date of acceptance.

e. **Associate Members.** In addition to any other requirements as may be set forth in these Bylaws or otherwise adopted by the Board of Directors, Associate Members shall be business entities, nonprofit/nonstock organizations, or other governmental or nongovernmental entities that do not otherwise qualify as Regular Members, but that are supportive of the purposes of the Corporation. Associate Members may also be referred to as "Executive Partners."

For purposes of this Section, "an intention in good faith to operate" shall mean: (1) for companies planning to operate new-build vessels, the date on which the keel of the first newbuild vessel is laid or all contingencies in the first shipbuilding contract are eliminated; or (2) for companies acquiring and planning to operate existing vessels, the date on which the first vessel purchase agreement is fully executed and all contingencies in the vessel purchase agreement are eliminated.

Section 2. Acceptance as a Member.

a. **Global and Regular Members.** New applicants meeting the eligibility requirements will be accepted as Members upon: providing certification of eligibility for Membership, including evidence of the existence of a passenger vessel and ownership or operating rights to such vessel and of the existence of an applicable or required performance bond; agreeing to comply with these Bylaws and any other applicable policies, procedures and rules as may be adopted from time-to-time by the Board of Directors; payment of such dues, fees, or assessments as required for Members; and signing a counterpart to the FMC Agreement.

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b. **Associate Members.** New applicants meeting the eligibility requirements will be admitted as Associate Members upon agreeing to comply with these Bylaws and any other policies, procedures and rules as may be adopted from time-to-time by the Board of Directors and payment of such dues, fees, or assessments as required for Associate Members.

c. **Refusal of Admission.** No application of an otherwise eligible applicant to become a Member shall be refused except for just cause, and any such refusal shall be immediately reported to the Federal Maritime Commission with the reasons therefor. "Just cause" shall include illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations on the part of any applicant for membership which are harmful to the cruise industry or the relationships between Members, Affiliated Sellers of Travel, or prospective passengers.

Section 3. Dues and Assessments. The Board of Directors shall fix the amount of membership dues, fees, and/or assessments (collectively, "Dues") for all membership. The amount of Dues, and any policies, procedures or other rules relating thereto shall be as set forth in the CLIA Dues and Assessments Policy. Membership carries a definite obligation to pay Dues as established by the Board of Directors. Membership is renewable annually without notice, and a Member that does not give notice of withdrawal from the Corporation received by the Corporation prior to the beginning of the Corporation's fiscal year shall be liable for all Dues relating to the entirety of that fiscal year. Dues are not refundable for any reason whatsoever.

Section 4. Resignation or Withdrawal. Any Regular Member or Associate Member may resign its membership by filing a written resignation, such resignation which shall be effective upon receipt by the Board of Directors, President or Secretary of the Corporation, unless the resignation, by its terms, is effective at a later date. The resignation of a Member shall not relieve such Member of its obligation to pay any Dues or other charges that have been accrued but remain unpaid.

Section 5. Removal or Expulsion. If, in the judgment of the Board of Directors, the interests of the Corporation would be served thereby and after an appropriate hearing, any Member may be removed from membership in the manner provided herein:

a. A Member may be expelled or suspended by vote of the Board of Directors for failure to abide by the terms and conditions of membership in the Corporation, or for just cause as defined in Section 2(c) of this Article, provided that thirty days advance written notice shall have been given to such Member setting forth the intention to propose expulsion or suspension, the reasons therefor, and the right to appear and be heard at the meeting at which such expulsion or suspension shall be proposed.

b. A Member may be expelled in the event that Dues are not paid in a timely manner, as set forth in the CLIA Dues and Assessments Policy.

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Section 6. Readmission. Any Member that voluntarily withdraws may be readmitted provided it continues to qualify for membership under this Article; if readmission occurs during the calendar year of the Member's voluntary withdrawal, a second annual assessment of Dues shall not apply. An expelled or suspended Member may be readmitted upon correction or elimination, as appropriate, of whatever cause or condition resulted in expulsion or suspension; payment of any Dues owed and any liquidated damages that may have been assessed; and reapplication and qualification for membership in accordance with this Article. Upon readmission, the Member will have voting rights restored after expiration of the waiting period provided in Article IV, Section 2 (i) or upon approval of the Global Executive Committee.

ARTICLE IV—BOARD OF DIRECTORS

Section 1. Authority and Responsibility. The affairs of the Corporation shall be managed by its Board of Directors. It shall be the Board of Directors' duty to carry out the objectives and purposes of the Corporation, and to this end, the Board of Directors may exercise all powers of the Corporation. The Board of Directors shall be subject to the restrictions and obligations set forth by law and in the Corporation's Articles of Incorporation and Bylaws.

Section 2. Composition, Designation and Election, Term, and Qualifications. Subject to subsection (e) the number of Directors constituting the entire Board of Directors shall be: (i) the number of Global Regular Members then in good standing that have been Regular Members of CLIA or members of an Affiliated Association on a continuous basis for at least two (2) consecutive years; (ii) the number of at-large Directors as may be elected from time-to-time by the Board; (iii) the number of Emeritus Directors as may be appointed from time-to-time by the Board; (iv) the number of individuals designated as ex officio Directors pursuant to these Bylaws; and (v) the number of Regular Members selected pursuant to Article IX. For purposes of this Section "Affiliated Associations" means those associations that have signed an affiliation agreement with CLIA in accordance with Article IX (an "Affiliation Agreement"). Only Designated or Alternate Directors shall be entitled to vote on matters submitted to a vote of the Board of Directors.

a. **Designated and Alternate Directors.** Each Global Regular Member in good standing that has been a Regular Member of CLIA on a continuous basis for at least two (2) consecutive years shall be entitled to name one designated representative who shall serve as a Director on the Board of Directors ("Designated Director"). The Board of Directors shall consist of such Designated Directors plus each At-Large Director, Emeritus Director, Ex-Officio Director and each Director representing Regular Members as designated in accordance with Article IX of these Bylaws. Every Global Regular Member and every other Member with a seat on the Board shall be entitled to name one designated representative who shall serve as an Alternate Director on the Board of Directors ("Alternate Director"). For purposes of this Section a member of an Affiliated Association for at least two (2) consecutive years prior to becoming a Global Regular Member of the Corporation shall be eligible to be a Regular Member. The Global Executive Committee may waive this requirement by vote of a majority of its members. A Regular Member's or other Board Member's Alternate Director may attend Board Meetings or otherwise serve as a Director on the

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Board only in the absence of the Regular Member's or other Director's Designated Director. The Alternate Director shall have all the powers and duties of a Director when serving as a Director, including the right to vote on matters submitted to a vote of the Board of Directors. Designations and any changes thereto shall be made in writing on a form approved by the President; such designations shall be maintained among the records of the Corporation. The term of a Designated Director or Alternate Director shall commence immediately upon the filing of their designation with the Corporation, and shall continue until such Director resigns, is removed, dies, or otherwise ceases to qualify.

i. **Designated Director Qualifications.** Only individuals employed by a Regular Member in the positions of President, Chief Executive Officer, or their equivalent may be designated as the Regular Member's Designated Director.

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ii. **Alternate Director Qualifications.** Only individuals employed by a Regular Member in a senior management position may be designated as the Regular Member's Alternate Director. For purposes of this section, a senior management position shall include the President, Chief Executive Officer, Chief Operating Officer, Executive Vice President, Chief Legal Counsel, if in-house, or their equivalents; upon demonstrated need, appointment of a Chief Marketing Officer or Chief Sales Officer may be considered.

b. **At-large Directors.** One or more at-large Directors may be elected from time-to-time by the Board. Unless otherwise specified by resolution of the Board, the term of an at-large Director shall be two years. There shall be no limit on the number of terms, consecutive or otherwise, that an at-large Director may serve.

c. **Emeritus Directors.** One or more Emeritus Directors may be elected from time-to time by the Board in recognition of an individual's longstanding and valued leadership within the cruise industry. Only persons employed by a Regular Member or its affiliate shall be eligible to hold an Emeritus Director position. Unless otherwise specified by resolution of the Board, the term of an Emeritus Director shall be indefinite, continuing until such Director resigns, is removed, dies, or otherwise ceases to qualify. Emeritus Directors shall not be entitled to vote on matters submitted to a vote of the Board of Directors.

d. **Ex Officio Directors.** CLIA's President shall serve as an ex officio non-voting Member of the Board.

e. **Number of Directors.** The number of Directors may be limited by simple majority vote of the Board in which case the provision of Article III Section 1 entitling each Global Regular Member to name a Director shall no longer apply. Upon such a change in the number of Directors, a new Board of Directors will be elected by simple majority vote of the Board from a ballot of eligible Global Regular Members. Elected Directors shall serve two year terms at which time a new election shall be held and every two years thereafter.

Section 3. **Resignation.** Any Director may resign at any time by giving written notice to the President, Secretary, or to the Board of Directors. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, at the time such resignation is tendered.

Section 4. **Removal.** A Designated or Alternate Director may be removed only by the Regular Member that designated such Director, in accordance with such procedures as that Regular Member may establish. The decision to remove and replace such Director shall be communicated promptly by the Regular Member to the Corporation on a form approved by the President. Any Director elected or appointed by the Board of Directors may be removed by the affirmative vote of not less than two thirds of the Directors in office who are entitled to vote.

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Section 5. Vacancies. Any vacancy occurring in a Designated or Alternate Director position because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Regular Member that designated such Director. Any vacancy occurring in a Board-elected/appointed position may be filled by vote of the Board of Directors at any meeting of the Board for the unexpired remainder of such Director's term of office.

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ARTICLE V—BOARD MEETINGS

Section 1. Regular and Special Meetings. At least two regular meetings of the Board shall be held each year, and additional regular meetings may be held, at such time and place as may be set by resolution of the Board. Special meetings of the Board may be called by the Chair or the President, who may fix the time and place for holding any special meeting of the Board called by them. Special Meetings may also be requested by any three Directors; upon receipt by the Chair or the President of such a request, a special meeting will be convened within thirty days.

Section 2. Notice of Meetings. Notice of the time and place of all regular and special meetings shall be given to each Director (including Alternate Directors) by delivering notice to the Director personally, by telephone, facsimile, mail, courier, electronic mail or other means of electronic transmission at least three days before the meeting; provided, however, that at the beginning of each one-year period, a single notice of all regularly scheduled meetings for the year may be provided without having to give notice of each such meeting individually. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice.

Section 3. Waiver of Notice. A Director may waive notice, either before or after the meeting; waiver must be made in the form of a record signed by the Director (which may include an email or other electronic record), and which shall be filed with the minutes of proceedings of the Board of Directors or the corporate records. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director promptly upon arrival objects to the holding of the meeting or to the business to be transacted at the meeting, and does not thereafter vote for or assent to action taken at the meeting. Waiver of notice by a Regular Member's Alternate Director shall not be required for any meeting that is attended by the Regular Member's Designated Director.

Section 4. Quorum; Action by Board. A majority of the Directors in office who are entitled to vote shall constitute a quorum for any meeting of the Board. Any business transacted at a meeting of the Board of Directors at which a quorum is present shall be valid provided it is affirmatively approved by a majority of the Directors in office who are entitled to vote. No Director voting by proxy shall be permitted. Each designated or alternate representative of a Global Regular Member of the Board may vote on any matter submitted to a vote of the Board of Directors.

Section 5. Meetings by Teleconference. Any or all Directors may participate in a meeting of the Board or a committee thereof by means of conference telephone or by any means of communication by which all persons participating in the meeting may simultaneously hear one another, and such participation shall constitute presence in person at such meeting.

Section 6. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board or a committee thereof may be taken without a meeting if all Members of the Board or the committee entitled to vote consent thereto in writing. Consent may be provided by electronic means, including email. The consent may specify the time at which the action taken in the consent is to be effective. Such consent or consents shall be submitted to the Corporation and shall be filed with the minutes of proceedings of the Board.

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Section 7. Procedure. All meetings of the Board of Directors shall be conducted in accordance with such rules of order as may be established by the Chair. In establishing such rules, the Chair shall be guided by applicable provisions of the latest edition of Robert's Rules of Order, to the extent that such provisions are not inconsistent with these Bylaws, the Association's Articles of Incorporation, the Act, or rules adopted by the Board of Directors.

Section 8. Minutes and Records of Action. Minutes of each meeting of the Board or a committee thereof, and records of each action taken without a meeting by the Board or a committee thereof shall be recorded by the Secretary or the Secretary's designee. Minutes and records of action shall be maintained permanently among the records of the Corporation. To the extent required pursuant to applicable federal law governing the FMC Agreement, minutes shall be prepared in conformance with the requirements of FMC regulations and shall be promptly transmitted to the FMC.

ARTICLE VI—OFFICERS

Section 1. Officers. The Officers of this Corporation shall be a Chair, President, and Secretary. The Board of Directors may appoint such other Officers, such as a Vice Chair, and assistant Officers as may be deemed necessary or appropriate, each to have such duties and authority as may be specified in these Bylaws or by resolution of the Board. The offices of President and Treasurer may not be held by the same individual; otherwise, the same individual may simultaneously hold more than one office.

Section 2. Election and Term. The Chair and Vice Chair, if any, shall be elected by the Board of Directors from among the Members of the Board. Alternate Directors shall not be eligible for election. The term of office of the Chair and Vice-Chair shall be two years; provided, however, that each shall serve until their successors have been duly elected and have qualified. An individual elected as Chair or Vice-Chair shall ~~be eligible for re-election to one additional two-year term in that position, but~~ thereafter ~~shall~~ be ineligible to be re-elected to ~~such~~ the same office for a period of two years. Terms shall commence on the first day of January following the election. Any person nominated or elected as an Officer must have given prior consent to such nomination and election. Other Officer positions shall be filled as specified in these Bylaws.

Section 3. Resignation or Removal. Any Officer may resign at any time by giving written notice to the President or to the Board of Directors. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, at the time such resignation is tendered. An Officer may be removed from his or her position as an Officer at any time with or without cause by an affirmative vote of two-thirds of the Directors in office who are entitled to vote.

Section 4. Vacancies. A vacancy in any office caused by resignation, removal, death, disqualification, or otherwise may be filled for the unexpired term of the predecessor in office by vote of the Board of Directors at any regular or special meeting; provided, however, that in the event of a vacancy during the term of the Chair the Global Executive Committee shall vote for a successor to the office of Chair for the unexpired portion of the term. The filling of a vacancy shall not affect the individual's eligibility to subsequently serve one or more full terms of office.

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Section 5. Powers and Responsibilities of Officers.

a. **Chair.** The Chair shall preside over all meetings of the Board of Directors. The Chair shall also be an ex officio member of the Global Executive Committee and shall preside over all meetings of the Global Executive Committee. The Chair shall perform such other duties as are necessarily incident to the office of Chair or as may from time-to-time be prescribed by the Board of Directors or Global Executive Committee.

b. **Secretary.** The Secretary, who shall serve concurrently as President, shall be responsible for the proper and timely sending of all notices to Directors; for the proper recording of the minutes of all meetings of the Board of Directors, Global Executive Committee, and all other committees of the Corporation; for the carrying into execution of all orders, votes and resolutions not otherwise committed; for maintaining the roll records of the Members; and for maintaining and safeguarding the seal of the Corporation. The Secretary shall perform such other duties as are necessarily incident to the office of Secretary or as may from time-to-time be prescribed by the Board of Directors or Global Executive Committee. At the expiration of his or her term of office, the Secretary shall deliver to his or her successor all books and other property of the Corporation in his or her charge, or, in the absence of a successor, the Secretary shall deliver such property to the Chair. The Secretary may delegate one or more of these duties, consistent with Section 6 of this Article.

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c. **President.** The President shall be the Chief Executive Officer and Chief Administrative Officer of the Corporation at its headquarters, and shall be a full-time employee of the Corporation. The President shall perform such other duties as are necessarily incident to the office of President or as may from time-to-time be prescribed by the Board of Directors or Global Executive Committee. The President shall serve concurrently as Secretary. The President shall also be an ex-officio, non-voting Member of the Board of Directors and the Global Executive Committee. The selection, remuneration and terms of initial and continued employment of the President shall be established and maintained by the Global Executive Committee. The President need not be an owner, director, officer, or employee of any member of the Corporation.

Section 6. Delegation of Duties. As permitted by the Act and except as otherwise expressly provided or prohibited by these Bylaws, one or more duties of any Officer of the Corporation may be expressly delegated by the Board of Directors or such Officer to one or more other Officers, employees or agents of the Corporation; provided, however, that if such delegation is not to another Officer, then the Officer whose duties are delegated shall supervise and approve the actions of such employees or agents. Actions taken by Officers, employees, or agents of the Corporation shall in all instances be subject to the provisions of these Bylaws and the authority of the Board of Directors.

ARTICLE VII—COMMITTEES

Section 1. Committees.

a. **Board Committees.** The Board may create one or more committees of the Board that consist entirely of one or more Directors ("Board Committees"). The creation of a Board Committee and appointment of Directors to it shall be approved by a majority of the Directors in office entitled to vote. To the extent specified in the Articles, Bylaws, committee charter or resolution of the Board, such committees shall have and exercise the authority of the Board in the management of the Corporation. A Board Committee may not, however, (1) authorize distributions; (2) fill vacancies on the Board or any Board Committee; or (3) adopt, amend, or repeal these Bylaws. The designation and appointment of any Board Committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon the Corporation or the Director by law.

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b. **Advisory Committees.** One or more committees, working groups, task forces, or councils (collectively "Advisory Committees"), which may not exercise any powers of the Board, may be created by resolution of the Board or Global Executive Committee, or at the discretion of the President. Advisory Committee members need not be Directors. Unless otherwise provided by resolution of the Board or Global Executive Committee, by committee charter, or by other policy pertaining to Advisory Committees as may be determined from time-to-time by the President: (1) the President shall propose Advisory Committee chairs and members to the CLIA Chair, who shall be responsible for making appointments to such committees for the coming year; (2) Advisory Committee chairs shall serve a term of two years, with no limit on the number of terms, consecutive or otherwise, that may be served; and (3) the terms of Advisory Committee members may vary.

Section 2. Committee Meetings. Meetings of Board Committees shall conform to the same standards for notice, quorum, voting, manner and method of acting, and other procedures applicable to meetings of the Board of Directors as are set forth in Article V of these Bylaws, except as otherwise provided by these Bylaws, committee charter, or resolution of the Board. Meetings of Advisory Committees shall conform to the standards for notice, quorum, voting, and manner and method of acting as may be established by the Advisory Committee Chair, with the approval of the Advisory Committee members, except as otherwise provided by these Bylaws, committee charter, resolution of the Board, or other policy pertaining to Advisory Committees as may be determined from time-to-time by the President. Minutes of all meetings of and actions taken by Board and Advisory Committees shall be recorded and maintained with the records of the Corporation.

Section 3. Standing Committees.

a. **Global Executive Committee.** The Global Executive Committee ("GEC") shall be composed of the following members: (i) the Chair; (ii) five at-large members to be elected from among the Global Regular Members of the Board ("At-Large Members"); (iii) a Vice Chair may be elected by the GEC members from the At-Large Members; (iv) the Emeritus Directors, if any; and (v) CLIA's President. The members who are Directors may in their sole discretion elect an additional member from among the Global Regular Members of the Board. The Global Executive Committee may increase its size by a majority vote of its voting members in accordance with subsection (i). No more than two (2) Regular Members that are affiliated by common ownership may serve on the Global Executive Committee simultaneously. For purposes of these Bylaws, a group of Regular Members are affiliated by common ownership if they are each at least 25% owned by a common parent company.

i. **Authority and Voting Rights.** The Global Executive Committee shall have and may exercise when the Board of Directors is not in session all the powers of the Board that may be lawfully delegated to a Board Committee, except that the Global Executive Committee may not approve variances in excess of 10% of the annual Board-approved budget. Each At-Large Member of the Global Executive Committee shall each be entitled to one vote on

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all matters submitted to a vote of the Global Executive Committee. If the Chair is also a voting Member of the Board, the Chair shall be entitled to one vote on all matters submitted to a vote of the Global Executive Committee. No other members of the Committee shall be entitled to vote on any matter submitted to a vote of the Global Executive Committee. Alternate Directors shall not serve on the Global Executive Committee under any circumstance. Action taken at any meeting of the Global Executive Committee will be reported no later than the next scheduled meeting of the Board of Directors.

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ii. **Election of At-Large Members.** The At-Large Members of the Global Executive Committee shall be elected by the Board of Directors from among the Members of the Board designated by the Global Regular Members. Alternate Directors shall not be eligible for election. The term of office of At-Large Members shall be two years; provided, however, that each shall serve until their successors have been duly elected and have qualified. There shall be no limit on the number of terms, consecutive or otherwise, that may be served. Terms shall commence on the first day of January following the election. Any person nominated or elected as an At-Large Member of the Global Executive Committee must have given prior consent to such nomination and election.

b. **North America Committee.** The Board of Directors shall establish a North America Committee, the composition, responsibility and authority of which shall be governed by the Committee charter, adopted by resolution of the Global Executive Committee.

c. **Other Standing Committees.** The Board of Directors shall establish a Finance Committee and a Nominating Committee, the composition, responsibility, and authority of which shall be governed by committee charter, adopted by resolution of the Board. The Board (or the President, to the extent permitted by this Article) may establish other standing committees, as may be necessary or desired.

ARTICLE VIII—NOMINATIONS AND ELECTIONS

Elections of Officers and At-Large Members of the Global Executive Committee for the terms specified in these Bylaws shall be held every two years, at such time as may be determined by the Board of Directors. No person shall be eligible for election to an elective office or Global Executive Committee position unless that person has been first nominated pursuant to this Article. The Nominating Committee shall receive recommendations and, pursuant to such guidelines as may be established by the Board, shall prepare a slate of nominees for election, which shall be presented to the Board for approval.

ARTICLE IX—REGIONS AND REGIONAL ASSOCIATIONS

The Global Executive Committee shall establish and define geographic Regions throughout the world, each encompassing specific countries or sub-area thereof (each a "Region"). CLIA may also recognize Regional and National Associations to represent and serve CLIA Members within a particular Region. CLIA will enter into an Affiliation Agreement with such associations granting CLIA Global Regular and Regular Members full voting rights in each association. The Global Executive Committee shall also determine appropriate representation for Regular Members on the Global Board by adding Directors who are and will represent Regular Members. Such Regular Members will be nominated according to the bylaws or charter of the Region in question, subject to acceptance by the Global Executive Committee. The Affiliation Agreement

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will also grant the right to use the CLIA name while setting forth such other requirements and understandings as the CLIA Global Executive Committee determines.

ARTICLE X—FINANCES AND RECORDS

Section 1. Fiscal Period. The fiscal period of the Corporation shall coincide with the calendar year, unless otherwise prescribed by the Board of Directors.

Section 2. Budget. An annual operating budget of the Corporation shall be prepared by the CLIA staff and approved by the Board of Directors each year prior to the commencement of the Corporation's fiscal year.

Section 3. Accounting and Audit. The external financial statements of the Corporation shall be subject to an annual audit by an independent certified public accountant selected by the Finance Committee and approved by the Board of Directors or Global Executive Committee. The books and records of the Corporation shall be available for inspection by the Directors and the Regular Members as required by the Act.

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Section 4. Contracts. The Board of Directors, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize an Officer, employee or agent of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation as may be necessary to carry out the purposes of the Corporation. Such authorization may be general or limited.

Section 5. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such Officer, employee or agent of the Corporation and in such manner as shall be determined by the Board of Directors or Global Executive Committee. In the absence of such determination by the Board of Directors or Global Executive Committee, such instruments shall be signed by the Treasurer of the Corporation.

Section 6. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, and/or other depositories or investment vehicles as the Board of Directors or Global Executive Committee may determine.

Section 7. Books and Records. The Corporation shall keep all records required pursuant to the Act, including correct and complete books and records of account, and minutes of all meetings and records of action of the Board or any committee thereof. Additionally, the Corporation shall keep at its principal office a copy of the Corporation's Articles of Incorporation; Bylaws; minute books for the most recent three years; all formal notices or other communications to Members for the most recent three years; a current list of the names and business addresses of the Corporation's Directors and Officers; and a copy of the Corporation's most recent biennial report filed with the District of Columbia Department of Consumer and Regulatory Affairs.

ARTICLE XI—EMPLOYEES AND CONTRACTORS

One or more employees or contractors, if such employees or contractors are deemed necessary or appropriate, may be hired on a full or part-time basis, on a temporary or permanent basis, and/or on an employment or contract basis by the President. The President shall supervise and provide direction to any employees of or paid contractors to the Corporation on a regular basis. Decisions relating to the hiring, supervision and termination of any and all employees of and paid contractors to the Corporation (except for the President) may be made by the President, in the sole discretion of the President.

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ARTICLE XII—COMPENSATION AND INUREMENT

Directors and Officers (except for the President) shall not receive any salary for their services as Directors or Officers.

The Corporation is not organized for pecuniary profit and shall not have authority to issue capital stock. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers, Members, employees, or other private persons.

ARTICLE XIII—LIMITATION OF LIABILITY / INDEMNIFICATION

Section 1. Limitation of Liability. To the fullest extent permitted by the Act, the personal liability of the Directors, Officers and employees of the Corporation is hereby eliminated.

Section 2. Indemnification. The Corporation shall indemnify a person made or threatened to be made a party to a proceeding by reason of that person's former or present official capacity as a Director, Officer, or employee of the Corporation against any liability incurred in the proceeding in accordance with and to the fullest extent permitted by the Act. Advances for reasonable expenses may be made by the Corporation on terms fixed by the Board in accordance with and to the extent permitted by the Act, subject to an obligation to repay if indemnification proves unwarranted. Such indemnity shall be effective only in the event that the interested Director, Officer or employee provides the Board of Directors, within a reasonable time after the institution of such action or proceeding, written notice thereof. Such indemnity shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement or otherwise. Such indemnity shall inure to the benefit of the heirs, executors or administrators of each Director, Officer and employee.

Section 3. Insurance. The Corporation may purchase liability insurance on behalf of any Director, Officer, or employee, and any person who is or was serving at the request of the Corporation as a Director, Officer or employee of another enterprise against any liability asserted against him or her or incurred by him or her in any such capacity or status. Pursuant to the Act, the Association shall maintain liability insurance with a minimum limit of coverage of not less than $200,000 per individual claim and $500,000 per total claims that arise from the same occurrence.

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ARTICLE XIV—AMENDMENT

Only the Board of Directors may amend or repeal these Bylaws. Bylaws amendments may be approved at any meeting of the Board of Directors at which a quorum is present, provided such amendments are affirmatively approved by a majority of the Directors in office who are entitled to vote.

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