

**PROVIDER AGREEMENT
TO PROVIDE PRE-EMPLOYMENT (PEME) AND RETURNING CREW MEDICAL
SCREENING / MEDICAL EXAMINATIONS (REME)
FOR ROYAL CARIBBEAN CRUISES LTD.**

THIS AGREEMENT is effective as of the 27nd of November, between ROYAL CARIBBEAN CRUISES LTD. ("RCL"), with offices at 1050 Caribbean Way, Miami, Florida 33132 U.S.A., and the medical provider identified in the signature block below.

1. SCOPE OF SERVICES:

- a) **PEME / REME: Clinica Doctor 3D** shall provide both pre-employment medical examinations ("PEME") and returning crew "re-employment" medical examinations ("REME") for RCL in accordance with the terms and conditions of this agreement. Upon request by an applicant or crewmember **Clinica Doctor 3D** through its duly licensed physicians, nurses, medical technicians and personnel, conduct PEME's for specified applicants for employment consideration, and REME's for crewmembers currently or previously employed by RCL, for purposes of determining the respective candidate or crewmember's fitness to work onboard a RCL vessel.
- b) **PEME / REME Specifications:** All PEME's and REME's shall be conducted in accordance with the respective PEME or REME requirements and medical standards as set forth and provided to **Clinica Doctor 3D** by RCL in Attachment A, entitled "**RCL New Hire PEME Requirements Checklist.**" **Clinica Doctor 3D** shall specify that the PEME or REME, as the case may be, is valid for a period of two (2) years from the date the physician issues the medical certificate.
- c) **Provider Responsibility:** In the event RCL grants an applicant employment, or an existing crewmember continued employment, following and based upon the successful completion of a PEME or REME performed by **Clinica Doctor 3D** and where, within a period of three (3) months following issuance of the medical certificate related to of such PEME or REME, the crewmember is subsequently repatriated due to medical reasons, signed off or otherwise left the vessel's employment due to, or as the direct or indirect result of, a medical condition, illness, disease or disability which should have reasonably been discovered or diagnosed by **Clinica Doctor 3D** in the normal course of such PEME or REME, and where said medical condition, illness, disease or disability would have, if previously and properly discovered and/or diagnosed by **Clinica Doctor 3D** , rendered said crewmember unable to perform the essential functions of the position and ineligible for employment with RCL as determined by RCL - then, in such cases, and under those circumstances, **Clinica Doctor 3D** shall refund the crewmember amounts paid by the crewmember for such PEME or REME.



- d) **Vendor Medical Personnel Credentials: Clinica Doctor 3D** shall ensure that any and all physicians, nurses, and medical technicians ("collectively, "**Clinica Doctor 3D**" who perform the above specified PEME's and REME's for RCL have and hold all respective applicable valid and current medical license(s) in good standing at all times material hereto, and that such Personnel of **Clinica Doctor 3D** possess any and all qualifications, experience and skills necessary to perform the services set forth in this agreement.
- e) **Licensing: Clinica Doctor 3D** hereby represents and warrants to RCL that **Clinica Doctor 3D** holds all required licenses, permits, authorizations, and approvals to perform its obligations under this agreement.
- f) **No Hiring Obligation:** Although RCL shall rely upon the expertise of **Clinica Doctor 3D** to perform the services hereunder, RCL shall have no obligation to employ or retain any potential or existing crewmember or employee for whom **Clinica Doctor 3D** has conducted a PEME or REME. As such, neither **Clinica Doctor 3D** nor physicians or other medical personnel that **Clinica Doctor 3D** employs, shall have the right or authority to make any representations, statements, covenants, conditions, promises or assurances to any potential or existing crewmembers regarding employment or continued employment with or on behalf of RCL, or the terms of employment thereof.
- g) **Compliance with Applicable Local or National Laws, Governmental Regulations, or Flag State Requirements: Clinica Doctor 3D** represents and warrants that the extent and scope of PEME and REME medical examinations conducted by **Clinica Doctor 3D** are consistent with, and do not violate, any applicable local, national, or international law(s) or regulation(s), including respective flag state guidelines.
- h) **Confidentiality: Clinica Doctor 3D** shall take all steps necessary to ensure that all RCL applicant and crewmember (patient) medical records (including but not limited to any/all applications, tests, medical assessments, test results, findings, diagnosis, treatments, etc.) within its possession, care custody and control (whether electronic record or paper copy format) shall at all times be maintained in a confidential and secure manner as required by local, national or international laws, including but not limited to (and without admitting applicability or conferring or conceding jurisdiction to or upon) the Americans with Disabilities Act (ADA), HIPAA, or other potentially applicable laws. In the event of an actual or alleged breach of patient confidentiality **Clinica Doctor 3D**, agrees to fully and completely indemnify and hold harmless RCL from any and all claims and/or lawsuits arising out of or related to in any manner upon **Clinica Doctor 3D** actual or alleged breach of patient confidentiality, and further agrees to reimburse RCL for all costs, expenses, attorneys' fees (both trial and appellate), costs, settlements, judgments, damages or other expenses of any nature in any manner arising out of any such actual or alleged breach of patient confidentiality by its employees, agents, representatives, or independent contractors.



- i) **No Additional Payments or Fees:** **Clinica Doctor 3D** represents and warrants that payments and fees to **Clinica Doctor 3D** for the above described PEME's and REME's shall be payable directly by and from the applicant or crewmember, respectively and that no such applicants and crewmembers are to be charged any additional official or unofficial fees, charges, taxes or payments of any nature whatsoever in connection with the above described PEME or REME.
2. **PROVIDER WARRANTIES:**
Clinica Doctor 3D's facility must be maintained in a clean, safe and professional manner so as to protect prospective and existing crewmembers from communicable illness or disease. Equipment and machinery must be well maintained and in good repair, and prospective crew medical records must be maintained in a confidential manner at all times.
3. **SERVICE MARKS:**
Clinica Doctor 3D shall not display RCCL's logo, the name of "Royal Caribbean Cruise Lines," "Royal Caribbean International," "Celebrity Cruises Inc.," "Azamara Club Cruises," or any of its respective ships or any combination or derivative thereof or any mark, logo, name, or trademark of any other affiliate, subsidiary or related company to RCL ("Service Marks"); and **Clinica Doctor 3D** hereby acknowledges that RCL is the owner of the exclusive right, title and interest in and to said Service Marks, and **Clinica Doctor 3D** will not do any act or thing inconsistent with, or in any way impairing, or intending to impair, any part of such right, title or interest.
4. **TERM:**
This Agreement shall commence effective as of the date indicated in the signature block and shall continue for one (1) year thereafter. Either party may terminate this Agreement by providing the other party at least three (3) months' written notice. RCL may terminate this agreement effective immediately upon written notice to **Clinica Doctor 3D** of a material breach by **Clinica Doctor 3D**. All rights and obligations of the parties hereunder shall terminate upon such termination, except that the parties shall be responsible for all obligations accruing through the date of termination.
5. **GOVERNING LAW:**
This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Florida, USA.
6. **MISCELLANEOUS:**
- a. **Clinica Doctor 3D** may not assign this Agreement, in whole or in part, to any third party without the prior written consent of RCL.



- b. This agreement does not in any way create a partnership or joint venture relationship between RCL and **Clinica Doctor 3D**, and neither party has any right to bind the other.
- c. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements relating thereto. This Agreement may only be modified or amended in writing signed by the parties hereto.
- d. IT IS AGREED BY AND BETWEEN PROVIDER AND RCL THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH, OR INCIDENT TO, THIS AGREEMENT SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A., (OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A.) TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE, TERRITORY OR COUNTRY. **Clinica Doctor 3D** HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND WAIVES ANY VENUE OR OTHER OBJECTION THAT IT MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN THE APPLICABLE COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA.
- e. Any provision of this agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

IN WITNESS HEREOF, the parties have set their hands on the aforementioned date.

CLINICA DOCTOR 3D

Address: 24 Tepes Voda St., Constanta, 900189 Romania
 Phone: 40-757-122133
 E-mail: office@doctor3d.ro



Signature: [Handwritten Signature]
 Name: Dr. Daniela David-Diculescu
 Title: Managing Partner

ROYAL CARIBBEAN CRUISES LTD.

Signature: [Handwritten Signature]
 Name: Vincent J. Warger, Jr., J.D. 11/22/17
 Title: Director, Public Health, Crew Medical & Wellness
Royal Caribbean International / Celebrity Cruises
Medical & Public Health Department

ATTACHMENT A

PEME NEW HIRE REQUIREMENTS CHECKLIST

- Form A – Completed by applicant with comments by examining physician
- Form B – Completed by physician
- Medical Certificate – Completed by physician
- CBC - complete blood count
- Metabolic chemistry results (Glucose, Blood Urea Nitrogen, Creatinine, Uric Acid, ALT, AST, HDL, LDL, Total Cholesterol, Triglycerides)
- Urinalysis - dipstick (include all components in results) - Micro if positive
- Hepatitis A – Anti HAV IgM
- Hepatitis B Surface Antigen (HBsAg)
- Hepatitis C – Anti HCV
- Syphilis Test – RPR, VDRL or TPHA
- HIV (where permitted by law)
- Urine drug screen (Amphetamines, Benzodiazepines, Cocaine, Marijuana, Opiates)
- Chest X-ray – report only
- Proof of MMR Vaccination or immunity
- Stool for Ova & Parasite (FOOD HANDLERS ONLY)
- Hemoglobin A1c if diabetic or glucose elevated
- GFR if history of diabetes or hypertension
- Thyroid studies if history of thyroid disease
- CD4/Viral load if HIV positive
- Audiogram (MARINE or if whisper test abnormal)
- Electrocardiogram (ECG) if high blood pressure or cardiac condition
- Specialist reports for back/orthopedic, psychiatric, or other conditions

REME – RETURNING CREW REQUIREMENTS CHECKLIST

- Form A – Completed by applicant with comments by examining physician
- Form B – Completed by physician
- Medical Certificate – Completed by physician
- CBC - complete blood count
- Metabolic chemistry results (Glucose, Blood Urea Nitrogen, Creatinine, Uric Acid, ALT, AST, HDL, LDL, Total Cholesterol, Triglycerides)
- Urinalysis - dipstick (include all components in results) - Micro if positive
- Hepatitis A – Anti HAV IgM
- Hepatitis B Surface Antigen (HBsAg)
- Hepatitis C – Anti HCV
- Syphilis Test – RPR, VDRL or TPHA
- HIV (where permitted by law)
- Urine drug screen (Amphetamines, Benzodiazepines, Cocaine, Marijuana, Opiates)
- Chest X-ray – only if clinically indicated
- Proof of MMR Vaccination or immunity
- Stool for Ova & Parasite (FOOD HANDLERS ONLY)
- Hemoglobin A1c if diabetic or glucose elevated
- GFR if history of diabetes or hypertension
- Thyroid studies if history of thyroid disease
- CD4/Viral load if HIV positive
- Audiogram (MARINE or if whisper test abnormal)
- Electrocardiogram (ECG) if high blood pressure or cardiac condition
- Specialist reports for back/orthopedic, psychiatric, or other conditions



A handwritten signature in blue ink, appearing to be a stylized name.