

**Seafarer's Employment Agreement**  
**("SEA")**

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| <b>1. Employer (Owner):</b><br><br>LADINA LIMITED,   | <b>2. Employer Address:</b><br><br>1 Capital Place, PO Box 847,<br>Grand Cayman, Cayman Islands               |
| <b>3. Vessel: M/Y SAMAR</b>  | <b>4. Seafarer:</b><br>DIAN DIMITROV  |
| <b>5. Date of Birth:</b><br>23 JUNE 1971   | <b>6. Birthplace:</b><br>TRYAVNA, BUGLARIA  |
| <b>7. Capacity:</b><br>CHIEF OFFICER   | <b>8. Wages:</b><br>USD \$11,000/MONTH  |
| <b>9. Paid Annual Leave:</b><br>90 DAYS PAID LEAVE PER ANNUM   | <b>10. Remarks:</b><br>\$1500 FLIGH ALLOWANCE   |
| <b>11. Passport Number:</b> 385705161<br><br><b>Nationality:</b> BULGARIAN<br><br><b>Expiration:</b> 18 DEC 2023 | <b>12. Employment Start Date/Port:</b><br><br>09 JULY 2020<br><br><b>Home Port for Flight:</b> SOFIA BULGARIA |
| <b>13. Employment End Date/Port (If Known):</b>  | RUNNING CONTRACT VALID UNTIL TERMINATED BY EITHER PARTY   |

**1. Employment**

- a. The employer named in Box 1 (the "Employer") will employ the Seafarer named in Box 4 (the "Seafarer") on the vessel or vessels named in Box 3 (the "Vessel") for a period commencing on the date or at the port of departure in Box 12 and ending on the date or at the port of destination in Box 13 or until this SEA is terminated in accordance with its terms.



- b. The Seafarer will be employed in the capacity Box 7 stated above in ("Capacity"), but may from time to time be required to undertake additional or different duties which may be necessary to meet the needs or requirements of the Employer, and the Seafarer will cooperate in the proper performance of his or her duties and any additional or different duties.
- c. The Seafarer will perform, at all times, faithfully, industriously, and to the best of his or her ability, experience, and skill, all of the duties that may reasonably be assigned by the captain, department head, or, if applicable, the Vessel's management company; deal with the property of the Vessel's owner in good faith; and conduct himself or herself at all times during employment in accordance with the highest possible standard of work ethics and professionalism and in a manner appropriate to the trust the Employer has placed in the Seafarer.
- d. The Seafarer acknowledges that he or she has read and understands any standing orders of the Vessel that the Employer, captain, or management company has provided to the Seafarer, the terms of which are incorporated into this SEA by reference except in the event of conflict or inconsistency with the terms hereof, in which case this SEA will prevail.

## **2. Medical Requirements and Certificate**

- a. The Seafarer shall, prior to beginning work on the Vessel, hold a valid medical certificate attesting that he or she is medically fit to perform the duties under the SEA. The medical certificate must be issued by a Cayman Island flag approved body/medical practitioner or, in the case of a certificate solely concerning eyesight, by a person recognized by the Cayman Island flag as qualified to issue such a certificate. The medical certificate must state that:



- i. The hearing and sight of the seafarer concerned, and the color vision in the case of a seafarer to be employed in capacities where fitness for the work to be performed is liable to be affected by defective color vision, are all satisfactory; and
  - ii. The seafarer concerned is not suffering from any medical condition likely to be aggravated by service at sea or to render the seafarer unfit for such service or to endanger the health of other persons on board.
- b. The Seafarer's employment is dependent upon medical examinations to confirm that the Seafarer is fit and able for employment aboard the Vessel. From time to time at the Employer's request and to meet regulatory requirements, the Seafarer agrees to submit to physical examinations and vaccinations by a duly qualified medical practitioner and/or dentist being a Cayman Island flag approved body/ medical practitioner where applicable. The physical examination may include tests for infectious diseases, drug use, and any other tests the Employer deems necessary. The Seafarer is required to furnish medical certificates with respect to such examinations and vaccinations, the delivery of which is a condition precedent to continued employment under this SEA. If the Seafarer fails to pass a physical examination, which determination will be made by the Employer in its sole discretion on the advice of the medical practitioner, the Employer will have the right to terminate this Agreement and the Seafarer's employment. The Employer may require the Seafarer to undergo testing for use of illegal drugs or substances at any time, without notice.
- c. All statements made by the Seafarer in connection with physical examinations under this Clause 2 will be deemed representations made pursuant to this SEA, and any misrepresentations by the Seafarer in a

statement to an examining medical practitioner will constitute cause for Employer's termination of this SEA and the Seafarer's employment. Failure of the Seafarer to undergo any medical or dental treatments which may have been prescribed in connection with the examinations required under this Clause 2 prior to departure from the port of hire will also constitute cause for termination. Costs for medical examinations required by the Flag of the Vessel will be met by the Employer.

### **3. Professional Qualifications and Training**

- a. The Seafarer must be trained or certified as competent or otherwise qualified to perform his or her duties. The Seafarer will successfully complete training for personal safety on board a ship prior to commencing work on the Vessel. The Seafarer is required to maintain at the Seafarer's expense any and all professional qualifications required for the capacity in which he or she is engaged.
- b. The Seafarer must maintain a current, valid passport and must surrender the passport to the Captain upon request.
- c. It is the responsibility of the Seafarer and a requirement of the Seafarer's employment to obtain and maintain a B1/B2 U.S. visitor's visa and any other visa if requested by the Employer or the Captain.

### **4. Payment of Wages**

- a. The Employer will pay the Seafarer the wages as set forth in Wages – Box 8 (the "Wages") to the account and in accordance with the instructions provided by the Seafarer or such other instructions as the Seafarer may provide from time to time. While the Employer will make every effort to make the payments promptly, no compensation or interest will be due in the

event of a delay. The Seafarer will be responsible for any fees or charges imposed by the Seafarer's bank.

- b. The Employer will provide the Seafarer with a monthly account of the payments due and the amounts paid, including wages, additional payments, and the rate of exchange used where payment has been made in a currency or at a rate different from the one agreed to.
- c. The Seafarer may elect to allot a proportion of his or her wages to family members by means of bank transfer for remittance at regular intervals. The Shipowner will remit such allotments in due time and directly to the person or persons nominated by the Seafarer. Any charge for this service will be reasonable in amount and the rate or currency exchange shall be at the prevailing market rate or the official published rate and not unfavorable to the Seafarer.
- d. The Seafarer will not disclose to or discuss the Wages with any member of the Vessel's crew, other than the captain.

#### **5. Payment of Taxes**

- a. If and to the extent the Employer has an obligation to withhold taxes from the Wages, the Employer may do so. In any event, the Seafarer remains liable to account for and pay any and all taxes and social security charges in respect of the Wages or employment related benefits that may be required to be paid in or by any jurisdiction beyond taxes withheld and remitted by the Employer.
- b. If the Seafarer claims any exemption or exclusion from tax with respect to the Wages, the Seafarer must provide to the Employer any necessary proof and documentation required to claim such exemption or exclusion.

## **6. Living Conditions**

- a. The Seafarer will be provided with decent living conditions on board the ship as required by the Maritime Labor Convention, 2006. The Seafarer will be responsible for the tidiness and regular cleaning of his or her living quarters.

## **7. Health and Social Security Benefits**

- a. The Employer will bear the cost of medical treatment of the Seafarer occurring between the date of commencement of duty and the date upon which the Seafarer is deemed repatriated, or arising from the Seafarer's employment between those dates, for a period of up to 16 weeks after the Seafarer is deemed to be repatriated.
- b. Where a sickness or injury results in incapacity for work, the Employer will pay full wages for up to 16 weeks after the onset of sickness or the occurrence of the injury until the Seafarer's recovery, provided that the liability of the Employer to pay wages in whole or in part is limited to 16 weeks from the day of the injury or the commencement of the sickness. Whilst the amount paid by the Employer may be reduced by the amount of any payments the seafarer is entitled to from their own social security system the Employer will pay any difference to ensure the seafarer gets 100% of his basic wages for the minimum 16 weeks.
- c. The Employer will compensate the Seafarer in the event of death or long-term disability due to an occupational injury, illness or hazard, as set out in the Crew Health Insurance policy.
- d. The Employer will defray the expense of medical care, including medical and emergency dental treatment and the supply of the necessary medicines and therapeutic appliances, and board and lodging away from home until the sick or injured Seafarer has recovered, or until the sickness or incapacity

has been declared of a permanent character, provided that the Employer will not be liable for such expenses in so far as such liability is assumed by the public authorities.

- e. The Seafarer will be provided with any medical care on board should that become necessary, free of charge, including access to necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, the Seafarer will be given leave to visit a qualified medical doctor or dentist in ports of call for the purpose of obtaining treatment.
- f. The Employer will have no liability in respect of:
  - i. Injury incurred whilst taking part in aeronautics or aviation other than as a passenger, hunting, diving (unless PADI or equivalent diving qualification holder), skiing or any form of winter sports (except curling or non-competitive skating), potholing, caving, mountaineering (ordinarily necessitating the use of ropes or guides), speed or time trials or racing of any kind other than on foot;
  - ii. Injury or sickness due to the willful misconduct of the Seafarer;
  - iii. Sickness or infirmity intentionally concealed when the employment is entered into.
- g. The Employer will pay the cost of burial expenses in the case of death occurring on board or ashore during the period of engagement.
- h. The Seafarer will report all injuries or illnesses to the Employer immediately. If the Seafarer must leave the Vessel due to illness or accident for hospitalization or repatriation, he or she agrees to consult a physician

appointed by the Employer for examination and report on the results thereof to the Employer if so required.

#### **8. Hours of Work and Rest**

- a. Subject to the terms of this Clause 8, the Seafarer will be required to work at such times and for such periods as are necessary for the efficient discharge of the Seafarer's duties, at sea or in port. In this regard, the Seafarer will be required to comply with the directions of the captain or the Seafarer's department head.
- b. The Seafarer's maximum hours of work will not exceed 14 hours in any 24-hour period and 72 hours in any seven-day period.
- c. The Seafarer's minimum hours of rest will not be less than 10 hours in any 24-hour period and 77 hours in any seven-day period.
- d. Hours of rest may be divided into no more than two periods, one of which will be at least six hours in length, and the interval between consecutive periods of rest will not exceed 14 hours.
- e. When the Seafarer is on call, the Seafarer will have an adequate compensatory rest period if the normal period of rest is disturbed by call-outs to work.
- f. The Seafarer and the Vessel's captain will endorse records of the Seafarers' hours of work and rest, which records will be in English and presented to the Seafarer as endorsed.
- g. Nothing in this Clause will be deemed to impair the right of the captain to require the Seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea.



Accordingly, the master may suspend the schedule of hours of work or hours of rest and require the Seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the captain shall ensure that the Seafarer, if he or she has performed work in a scheduled rest period, is provided with an adequate period of rest.

#### **9. Paid Annual Leave**

- a. The Seafarer will be entitled to take the number of working days stated in box 9 Leave ("Paid Annual Leave") as leave in each year of employment, during which the Seafarer will be paid normal wages. Paid Annual Leave will accrue at the rate of one twelfth of the annual entitlement per month.
- b. All Paid Annual Leave must be taken in the year in which it accrues. The Seafarer may not elect to receive payment in lieu of untaken Paid Annual Leave. However, if on termination of employment Paid Annual Leave has accrued but has not yet been taken, then the Seafarer will receive payment in lieu of any untaken Paid Annual Leave at the date of termination. Any leave taken in excess of the Seafarer's entitlement to Paid Annual Leave will be deducted from the final payment due at termination.
- c. For periods of employment of less than one year, entitlement to Paid Annual Leave will be assessed pro rata.
- d. Paid Annual Leave will be scheduled subject to the operating requirements and schedule of the Vessel.
- e. If the Seafarer works on a rotating or other non-full time basis, the Seafarer's leave entitlement will be calculated pro rata based on actual days worked.

- f. Public holidays are consolidated into the Seafarer's leave/salary.

**10. Repatriation** – The Seafarer will be entitled to repatriation in the following circumstances:

- a. If the Seafarers' employment agreement expires while he or she is abroad or one ticket every 12 months;
- b. When the SEA is terminated.
- c. When the Seafarer is no longer able to carry out his or her duties under this SEA or in the event of illness or injury or other medical condition requiring your repatriation, in the event that the ship is proceeding to a Warlike Operations Area or the event of termination or interruption of employment in accordance with an industrial award or collective agreement.
- d. Shipwreck.
- e. Insolvency of the shipowner, sale of the ship, change of flag or a similar reason.

Where repatriation is required the Seafarer will be entitled to overland travel or the cost of flights (at economy class) from the terminal or airport nearest to the port at which the Seafarer's employment is terminated to the Seafarer's place of residence, or port of hire, at the Company's option, provided that the Employer may recover the cost of repatriation from the Seafarer's wages or other entitlements, to a maximum of \$1000, if the Seafarer has been found to be in serious default of his or her employment obligations.

### **11. Termination**

- a. The Company may terminate the seafarer's employment at any time upon seven (7) days notice and the Seafarer may terminate the employment by giving seven (7) days notice. A notice period shorter than the minimum may