

Prepared	DPA
Approved	coo
Rev	6
Date	20 Dec 2024

# SEAFARER'S EMPLOYMENT AGREEMENT - Part I

This Employment Agreement is entered into between the Agent of the Owner of the Ship (hereinafter called the COMPANY) (defined in MLC 2006 Article II (1)j) and the SEAFARER.

Name ("The Owner"): INTERLINK SHIPPING LTD.

Address: TRUST COMPANY COMPLEX, AJELTAKE ROAD, AJELTAKE ISLAND, MAJURO, REPUBLIC OF MARSHALL ISLAND, MH 96960

Sub-contracting through **OCEAN FORTUNE MARINE PVT. LTD.** Manning Company for working on board the vessel **ESCADA** of the Ship Owner.

#### The SHIP

Name		ESCADA	IMO No	9255531	
Flag		Panama	Port of registry	Panama	
Collective	Bargaining	NOT APPLICABLE			
Agreement		NOT APPLICABLE			

#### The COMPANY / REPRESENTATIVE OF THE OWNER OF THE SHIP / EMPLOYER AND AS AGENTS ONLY

Name	ASCENSION SHIP MANAGEMENT & OPERATION CO. L.L.C	
Address of Registry	Office No.3106, 31st floor, Churchill Tower, Business Bay, Dubai United Arab Emirates	

#### The SEAFARER

Surname (in capital letters)	PATIL	Rank	AB	
Given Names	SHREYAS ANANDRAO	COC Rank/Issued Country	ntry N/A	
Middle Name (or in Chinese)	-	Passport No/ Expire date	T6287837	24-07-2029
Nationality	INDIAN	Seaman's book no/valid date	KOL124432	05-04-2031
Date and Place of Birth (yyyy-mm-dd)	2002-04- 04/NIPANI,KARNATAKA	Medical Cert Expire date	30-04-	2026
Country of Domicile	INDIA	Date of Joining	2 <sup>ND</sup> AP	R 2025
Port of Origin	MUMBAI	Port of joining	Diib	outi
(engagement port / nearest airport)	WOWBAI	1 of of joining	Djibouti	
Wages start from and including				
Date of leaving the engagement port	2 <sup>ND</sup> APR 2025	Crew's ID number in AIMM	IMMIN03638	
"Port of Origin" is referred				
Full home address	AT-KURUKALI, PO-SONAGE, TAL-KAGAL, DIST-KOLHAPUR, MAHARASHTRA-4162			-416235
Next of Kin of SEAFARER	First NOK Second NOK		Third	NOK
Name of NOK	ANANDRAO PATIL	JAYASHRI PATIL	PAVAN PATIL	
Relationship	FATHER	MOTHER	BROT	HER
Contact Address	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
Telephone/Email	+91 9767911304 +91 8080001086		+91 9322108023	
Personal Bank Account	Name of Bank	Name of Beneficiary	Account no/S	SWIFT code
(N/A if settlement is done via the	CANARA BANK	PAVAN ANANDRAO PATIL	1101532	217336
Manning Agent)	ONIVAI VA DAIVIN	PAVAN ANANDRAO PATIL	SWIFT CODE	CNRBINBBBFD



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#### **TERMS OF THE AGREEMENT**

Type of Agreement	Voyage Contract	Notice Period	30	Days
Basic wage Entitled for basis wage for travel day, standby in joining port	577 USD/Month	Period of employment	09 mths	+/-1mth (E'yer options)
Guaranteed Overtime Pay	389 USD/Month	Date of Contract Term commencing wef	02 <sup>ND</sup> APR 2025	
Leave Pay	134 USD/Month	Date of Contract term ending on	30 <sup>TH</sup> DEC 2025	+/-1mth
Gas Allowance	USD/Month	Guaranteed Overtime Hours	103	Hours/Month Basic hours of work per week: As per safe operation of the vessel, meeting MLC HOR requirements
Seniority Allowance	USD/Month	Number of Leave days	7	Days/Month
Loyalty Increment  Other Allowances (Specify)	USD/Month USD/Month	Overtime rate for hrs worked in excess Guaranteed OT	3.46	USD/Hour
Wage in Grand Total	1100 USD/Month	Daily Allowance for HRA/Public Holiday (Others)	-	USD/Day

# **REMITTANCE OF CREW WAGES**

As agreed, t	he leave pay	and social	security will	be paid to cr	ew after	completion	of the cont	ract by Ma	anning age	ent.
(applicable f	for Chinese S	eafarers)								

Amount (USD) XXX

I, undersigned, acknowledge receipt of a copy of IMG, Crew Handbook.

- ✓ SEA Part II, Terms and Conditions of Employment
- ✓ SEA Part II, Appendix 1,2,3,4

I would request the COMPANY to settle my monthly onboard income:

- √ To my personal bank account; or
- ☐ To my Manning Agent's account; or

The original Agreement will be kept by the SEAFARER and the Manning Agent, the scanned true copy to be send to the COMPANY.

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The seafarers has read, understood and agreed to the terms and conditions of employment as identified in this and the IMG, Crew Handbook and enter into this agreement freely.

Confirmation of the AGREEMENT

The Seafarer			CEAN FORTUNE MARINE PVT.LTD.  As agents for and on behalf of: DN SHIP MANAGEMENT & OPERATION CO.  L.L.C
Name	SHREYAS ANANDRAO PATIL	Name	CAPT. TARUN GOEL
Rank	AB	Position	CEO
Place	MUMBAI	Place	NOIDA
Date	01-04-2025	Date	01-04-2025
Ship	MV ESCADA	Ship	MV ESCADA
Sign		Sign	RPSL No. MUM- 162140 VALID TILL 22.02.2028

The "Employee" whom is engaged under Manning Agent:

This Agreement supersedes any and all prior employment agreements between the parties, however, Employee's date of employment will remain unchanged with the Company, unless the Employee had been removed from the Company's employment list (for whatever reason) and is now considered a new employee.

It is important to appreciate that the terms and conditions attempt to set out those personnel policies and procedures which are current at any particular time. Should there be any material change in the stated conditions, you will be informed and notified accordingly.

Should you be in doubt as to your status within the terms and conditions stated, you should contact the Company for clarification.





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# SEAFARER'S EMPLOYMENT AGREEMENT — Part II

For Crew on ASM Pte Ltd
SERVICE TERMS AND CONDITIONS

#### ARTICLE 1 ENGAGEMENT AND DISCHARGE

- 1.1 Your employment shall commence from the day you depart from the port of engagement in your country of origin and shall cease on the day you sign off from the vessel in your country of origin or on the day of arrival at the port of engagement, whichever is the later.
- 1.2 The conditions of engagement will be based on the following:
  - a) Appropriate or higher valid Certificate of Competency with endorsements, supported by experience in the position sought.
  - b) Satisfactory references from previous employers in respect of seagoing or shorebased employment.
  - c) Acceptance by the Company representatives at interviews.
  - d) Medical fitness to the Company standards.

### ARTICLE 2 CONTRACT PERIOD OF SERVICE ONBOARD

- 2.1 You shall continue to serve on board for the period mentioned in Part I on board the COMPANY's vessel. Every effort will be made by the COMPANY to ensure that you will be relieved at the completion of the contract but such period may be extended or reduced by 1 (one) month for operational convenience of the COMPANY.
- 2.2 If you request for an extension of contract, the above-mentioned period of 1 (one) month will apply from the expiry date of the extended period.
- 2.3 During the period of your employment, you may be required to sail on vessels of any type/size under any flag within normal trading limits and on wages and other benefits as specified in the company's wage scale as applicable for that type/size/trade of the vessel.
- 2.4 During the period of your employment, you may be required to work on vessel/s belonging to any of the company's subsidiaries or associates or any other company whose vessel(s) are being formally managed by the company. Under such circumstances your salary and all other benefits shall remain as specified in this contract.
- 2.5 During the period of your employment, you may be required to attend to the inspections of new building/s under construction. In the event that accommodation is not available on board the vessel, the company will provide alternative accommodation. The company will either provide transportation to and from your place of work or reimburse you for the actual costs and expenses incurred by you for transportation.
  - In case the vessel on which you are serving is sold / scrapped or the company has lost the management of such vessel, your services may be transferred to any other vessel(s) owned or managed by the company. The Company reserves the right at any time to assign and/or transfer a Seafarer from one such ship to another such ship with all terms and conditions of this employment unchanged, fully discussed and agreed by both parties prior to the transfer date.
  - The Company shall have the right to assign this Agreement to its parent, subsidiary, related or affiliated companies, but no such assignment shall change any terms or conditions of compensations set forth in this Agreement.
- 2.6 This employment contract will be deemed to be terminated without any further liability on part of the company on the date of your arrival at the port of engagement in your country of origin irrespective of the reasons for relief.

### **ARTICLE 3 PROBATION PERIOD**



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- 3.1 The first two (2) months of your service with the company shall be treated as a probationary period. During this period, the company may, by giving fifteen (15) days' notice in writing or by paying fifteen (15) days basic salary in lieu thereof, cancel this contract without assigning any reasons. You will be repatriated to the port of engagement on the company's account. If, during this period, the Seafarer does not or cannot perform his duties to the professional standard commensurate with his rank, the Seafarer Employment Agreement may be terminated, without notice, by the Company, without compensation.
- 3.2 If you wish to be relieved during the probationary period, you are required to give fifteen (15) days' notice in writing to the company. The company will endeavor to relieve you within fifteen (15) days after receipt of your notice or at a port of convenience, whichever is later. In such case you will be responsible for your repatriation expenses to the port of engagement in your country of origin as well as your reliever's air fare.
- 3.3 In the event you intend to leave the company after having completed the probationary period, you are required to give one (1) month's written notice and you will be responsible for your repatriation expenses to the port of engagement. In the event that you give less than one (1) month's written notice, you will be responsible for your repatriation expenses to the port of engagement in your country of origin.
- 3.4 If you have finished at least one contract with the company, the probation period referred to in Clause 3.1 is not applicable for your next engagement with the company.
- 3.5 The first three (3) months of service following promotion to a higher rank shall also be a probationary period and if the Seafarer proves to be unable to perform the duties of the higher rank, both the Company and the seafarer will have the option of returning to his previous rank.

#### ARTICLE 4 MEDICAL EXAMINATION

- 4.1 Prior to engagement by the company, you shall undergo a medical examination carried out by a doctor appointed either by the company or their liaison office/manning agents.
- 4.2 At the time of your medical examination, you shall provide the doctor with true and complete information pertinent to your current medical condition and past medical history giving details of ailments, if any, you had suffered. This examination will include testing for Drug and Alcohol Abuse. Thereafter, Seafarers will be required to undergo regular examinations and Drug and/or Alcohol tests at intervals determined by the Company.
- 4.3 Knowingly concealing a pre-existing illness or condition in the pre-employment medical examination shall constitute misrepresentation and you shall be disqualified from any compensation and benefits. This is likewise a cause for termination of employment and imposition of administrative sanctions by the company.
- 4.4 Before departure from the Point of Origin, Employee shall, at Company's cost, submit to such medical and/or dental examinations and vaccinations and inoculations as may be required by Company. All statements made by Employee in connection with such examinations shall be deemed material to this Agreement. Should Company's physician or dentist prescribe medical and/or dental treatment, which in such physician's or dentist's judgment should be done prior to departure from Point of Origin to the area of operations, Employee shall undergo such treatment, at his/her expense and should Employee fail to undergo such treatment, this Agreement may be terminated for cause.
- 4.5 In any case where a seafarer is sick for more than 30 days, or there has been a significant change in health, the seafarer must undertake a "return to work" examination with a suitably qualified doctor, preferably the doctor who issued the current medical fitness certificate and a new certificate of medical fitness must be obtained.
- 4.6 You shall carry the current medical fitness certificate issued by the doctor and present it to the master upon joining the vessel.
- 4.7 Crewmembers proven to be medically unfit for seagoing duties will not be permitted to join the company's vessel(s).

ARTICLE 5 JOINING EXPENSES AND ASSISTANCE

5.1 The company will assist you to obtain the required certificates (other than national certificates and those that

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are mandatory as per national/international regulations), licenses and other necessary documents (excluding passport renewal and extensions necessary) for service on vessels of a particular flag.

- The company will reimburse petty expenses incurred by you whilst joining the vessel after your departure from port of engagement, including visa fees, airport tax and hotel accommodation, if any, out of your country of origin.
- Your joining expenses, if any, will be settled on board the vessel directly by the master upon submission of appropriate supporting vouchers/bills after approval from the company.
- While staying in a hotel on the company's account, you are required to settle all personal expenses incurred by you, for example personal long-distance calls, entertainment of guests, bar, laundry, cigarettes and the like, prior to leaving the hotel.
- 5.5 For the purpose of securing employment with the company, you are not required to pay any agency fee / charges to any organization.

#### ARTICLE 6 TRAVEL

- 6.1 The company agrees to bring you from the port of engagement to the vessel/shipyard, as applicable, at the commencement of your engagement with the company and to repatriate you to the port of engagement upon the completion of your engagement.
- Where air travel is involved, you will be entitled to travel by economy class. The company will not make any refund in lieu of fare. When traveling by air, you shall limit the weight of your baggage to 30kg or as endorsed in the air ticket. Any excess baggage charges will be on your account.
- 6.3 The most practicable travel arrangements will be provided between the business location (vessel, unit or shore establishment) and country of origin, at the company's discretion. Where necessary during transit, accommodation of reasonable standard will be provided and appropriate expenses will be refunded only on production of receipts. Receipts should be submitted as soon as practicable after the expense is incurred. The Company reserves the right to reject expense claims which are more than six months old.

### OVERSEA TRAVEL

- 6.4 Where a seafarer travels overseas for company business, the company shall pay
  - a) All hotel charges, except international phone call and mini bar which supplied in the hotel, meals expenses and valid transportation expenses incurred by the seafarer.
  - b) Any additional justifiable expenses as may be necessary in carrying out the company business. The company will only reimburse for expenses submitted with appropriate supporting documentation.

### ARTICLE 7 COMPLAINT PROCEDURES

7.1 A Complaint Procedure for any grievances that you may have on board the vessel has been established. A copy of this procedure is attached along with this Contract as **APPENDIX 2**. You are required to familiarize yourself with these procedures.

#### ARTICLE 8 BOARDING & LODGING

- 8.1 During the period of service onboard the vessel you shall be provided with
  - a) Sufficient food of good quality.
  - b) One mattress and at least two pillows, two blankets, two bed sheets, two pillowcases and two towels. The bed sheets and pillowcases shall be changed at least every second week and towels every week;
  - c) Necessary cutlery, crockery and toiletries;
  - d) Laundry facilities onboard and recreational facilities.
  - e) Internet / Wi-Fi / Social Connectivity at reasonable charges
- 8.2 During your tenure onboard, the company will provide food and drinking water supplies of appropriate quantity, balanced & nutritional value, quality and variety having regard to the number of seafarers on board, their religious requirements and cultural practices as they pertain to food and the duration and nature of the voyage. Same shall be provided free of charge during the period of angagement.



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#### ARTICLE 9 UNIFORMS AND PROTECTIVE CLOTHING

- 9.1 Uniforms will be provided to Senior Officers during their service on board the vessel.
- 9.2 If you are required to work in cold weather conditions, you shall be provided with suitable clothing by the company.
- 9.3 The company shall provide appropriately sized personal protective equipment including Overalls, safety apparel / safety-working gear and measures to reduce and prevent the risk of exposure to harmful levels of ambient factors and chemicals, as well as the risk of injury or disease that may arise from the use of equipment and machinery on board ships.
- 9.4 Safety working gear remains the property of the company and shall be retained on board the vessel at the time when you sign off the vessel.

#### ARTICLE 10 WORKING HOURS AND REST PERIODS

- The hours of work are dictated by the service including operational requirement, safe working practices and the preservation of life at sea. The Work Schedule under this Agreement shall commence when employee begins work in the Area of Operations. Travel times to and from the Vessel, training days, waiting for crew passes to join vessel in regardless staying ashore, staying onboard as Supernumerary, standby in joining port will be calculated at basic wages. Upon joining to vessel as per assigned rank will be calculated at full wages.
- 10.2 The normal working hours shall be 44 hours per week.
- 10.3 The normal working hours is 8 hours daily from Monday to Friday, and 4 Hours on Saturday. Sunday is to be considered as a day of rest.
- 10.4 Overtime work shall be performed at the direction of the Master or the Master's representative in accordance with the company's policy.
- Overtime work for seafarers shall be computed based on fixed or guaranteed overtime. This fixed rate overtime for seafarers with consolidated wages shall apply to overtime hours of up to103 hours per month (inclusive of overtime hours performed on Sundays and holidays) taking into account the rest hour requirements under MLC, 2006 and STCW as amended.
- 10.6 For ratings, over time work shall also be based on guaranteed overtime. Any hours worked in excess of the maximum 103 hours of overtime per month shall be compensated at the hourly overtime rate.
- 10.7 In the case of existence of potential danger as determined solely by the Master and in order to maintain safety of the vessel, the seafarer, the passengers and/or cargo onboard, or the saving of lives, or of other vessels, or the training for using life boats, or fire equipment, you shall perform the necessary work under any circumstances as required. In such circumstances, the hours worked shall not count as overtime hours.
- 10.8 You are required to comply with the International Labor Organization's / Standards of Training, Certification and Watch keeping's recommended Rest Hours requirements at all times as per the company's Management System and procedures.
- On a daily basis, you are required to maintain a record of your Hours of Rest in a prescribed format or on the software provided on the vessel.
- 10.10 This record will be verified periodically by a seafarer appointed by the Master.
- 10.11 Rest period shall be as follows:
  - a) Each seafarer shall have a minimum of 10 hours of rest in any 24-hour period and at least 77 hours in any 7-day period, and the hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.
  - b) Additionally, under STCW and MLC, Exceptions to the 77 hours and 10 hours rest periods may only be used if provided for in collective agreements.
  - c) The company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board.
  - d) The requirements for rest periods need not be maintained in the case of emergency or other overriding operational conditions but in such cases, you shall have adequate compensatory rest period thereafter.
  - e) Emergency drills will be conducted in such a matrier that minimizes the disturbance of rest periods and which does not induce fatigue in you.

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- f) A short break of less than 30 minutes will not be considered a period of rest.
- 10.12 Employee agrees to work such hours and on such shifts as Company may designate and as per ILO / OPA 90 requirements and the Company shall have the right at any time, to change the vessel and/or the Area of Operations to which Employee is assigned. It is understood that Employee's wages will not change in the event of a change in Employee's work hours, shifts, and/or vessel(s) to which Employee is assigned. Area allowance, if any, and Work Schedule will commence upon arrival at the area of operations. Employee understands and agrees that his/her work may not follow a specific daily schedule and that Employee's compensation as set out in the front page of this agreement herein, is full remuneration for any and all hours worked in a day, including any leave day. This Agreement will be in effect for work performed by Employee in the Area of Operation to which Employee is assigned. Re-assignment to another area of operations will be covered under a separate employment agreement.

#### **ARTICLE 11 SALARY**

- 11.1 Your salary shall be the amount as set out in the Assignment Letter (Part I of the SEAFARER'S EMPLOYMENT AGREEMENT).
- 11.2 All accounts onboard will be calculated in US Dollars. However, payment will be subject to availability of the US Dollars and governed by the foreign exchange regulations of the country in which the vessel is located.
- 11.3 Monthly wage slips will be issued to you on board.
- When you sign off from the vessel, you will be issued with a statement of accounts, which computes your earnings and deductions against advances taken onboard.
- 11.5 Your final payment will be remitted to the designated account by last working day of the month, in US Dollars or in local currency depending upon the local foreign exchange regulations.
- 11.6 Quarantine days will be paid based on pro rate basic wages at disembarkation port. On arrival home port and if required by local Government to stay at quarantine facility, pro-rata wages will be paid. All other quarantine costs at designated quarantine facility will be paid by the Company.
- 11.7 If quarantine is required at the joining port, quarantine wages are paid based on basic wages component. The quarantine days are determined accordingly by the local Health Ministry of the joining port.
- 11.8 Full salary will be paid during seafarer's on board time. All travel days seafarer will be paid basic wages.

#### ARTICLE 12 LEAVE AND PUBLIC HOLIDAY PAY

- 12.1 You will be entitled to 7 days of earned leave for every month served on board.
- Payment in lieu of leave shall be calculated on a pro rata basis for any part of a month and paid monthly or at the end of the engagement as stipulated in the company policy for that particular year.
- 12.3 You shall be entitled to public holidays as set out in **APPENDIX 1.**

### **ARTICLE 13 ALLOTMENT**

- 13.1 You are entitled to make one allotment per month from your wages earned on board, which will be arranged by the company. Bank costs of additional allotments shall be borne by you. You have to fill up a standard allotment form of the company giving full details of your designated bank, bank account and beneficiary/beneficiaries.
- The company shall remit the amount of the allotment at the end of each month, provided that this shall not be less than 80 % of your gross on board salary.
- 13.3 Under no circumstances shall the company be responsible for any delay in remittance which may be caused due to transactions between the corresponding banks. Confirmation of the remittance advised by the bank should be sufficient proof that the company has remitted the funds.

#### ARTICLE 14 SENIORITY ALLOWANCE AND LOYALTY INCREMENT

- 14.1 Seniority Allowance applies to all the positions, at their first joining the COMPANY's vessel.
- The Loyalty Increment applies to all seafarers who continuously work onboard the COMPANY's vessels. It will be reviewed against service period and final rank or board on annual basis.

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### **ARTICLE 15 BONUS**

- 15.1 Seafarers may be entitled to a monthly bonus, pro-rated for part thereof, payable monthly or on completion of his or her contract onboard subject to prevailing COMPANY policies.
- 15.2 A seafarer who resigns before completing the duration of his or her employment contract or a seafarer who is dismissed for serious misconduct shall not be entitled to any bonus.

#### ARTICLE 16 MEDICAL AND HOSPITALIZATION

- In case you suffer from illness or injury in the course of your employment on board the vessel, the company will provide medical treatment including essential dental care, and hospitalization, if required, at cost to the company until such time as you are declared fit or the degree of your disability has been established by the doctor appointed by the company and provided the illness and injury is not due to your own willful neglect, fault or misconduct.
- During the course of your employment, you shall be entitled to medical consultation and treatment, including hospitalization, at the expense of the company, subject to the cover provided by the P&I Club.
- 16.3 The company shall be liable to defray the expense of medical care and maintenance incurred until you have been cured or until the sickness or incapacity has been declared to be of a permanent character subject to the cover provided by the P&I Club.
- You shall be entitled to medical and hospitalization leave on full basic salary for a period not exceeding a total of sixteen (16) weeks for any single or related injury, disablement or illness for the duration of this contract.
- 16.5 Medical leave shall only be granted on the recommendation of the company's appointed doctor(s).
- In cases of emergency, the company shall accept a medical leave certificate from a registered medical practitioner other than the company's appointed doctor(s), provided that the medical leave certificate is presented to the company's appointed doctor(s) for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the company's appointed doctor(s).
- 16.7 The company shall not bear
  - The cost of dental or optical appliances except for loss or damage incurred in the course of duty not due to your own willful neglect, fault or misconduct;
  - b) Any expenses in respect of pregnancy, confinement or miscarriage;
  - Any expenses arising out of any illness or disease caused by your own willful neglect, fault or misconduct;
     or
  - d) Any expenses incurred in respect of illness or disablement arising from the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavoring to save human life, and the performance of any unlawful act.
  - e) Blood test and/or treatment for sexually transmitted diseases;
- The benefits under this clause may be denied to a seafarer who refuses to make full disclosure of any information concerning his or her illness, disability or medical condition, or refuses to authorize the company's appointed doctor(s) to disclose any information concerning his or her illness, disability or medical condition.
- 16.9 Employee understands and agrees that the compensation and benefits provided to Employee and outlined in this handbook hereunder are substituted for and in lieu of all compensation, benefits and other remuneration provided by any applicable law, regulation or custom. It being understood that should applicable law establish that fringe benefits additional to wages cannot be waived by Employee, Employee understands and agrees that his compensation will be adjusted downward so that the total compensation paid by Company to Employee shall at all times be equivalent to the compensation agreed upon by parties and set forth in this Agreement.

### ARTICLE 17 SERVICE IN WARLIKE OPERATIONS AREAS OR HIGH-RISK AREAS

The company shall provide full information of the Warlike Operations Areas or High-Risk Areas inclusion in the vessel's trading pattern and you shall have the right not to proceed to a Warlike Operations Area or High-Risk Area in which event you shall be repatriated to wour country of origin at the company's expense. Such areas should be governed and guided by latest IBF regulariant.

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Seafarers serving in IBF Warlike Operations Area shall be paid a monthly wage supplement that is equal to 100 percent of his basic salary for the duration of the vessel's stay in a Warlike Operations Area.

The supplementary salary shall be computed from the day the vessel enters to the day it leaves the Warlike Operations Area with a minimum of five days' supplementary salary, but no day shall be paid more than once, i.e. no salary is payable when the vessel calls again at one of the ports in respect of which the five days' minimum supplementary salary has been paid not more than five days earlier.

Seafarers serving in IBF High Risk Area shall be entitled for bonus, bonus equal to basic wage, payable for the actual duration of stay/transit

Seafarer serving in IBF Extended Risk Zone shall be entitled for bonus, bonus equal to basic wage, payable only on the day the vessel is attacked.

- 17.1 A seafarer serving in a Warlike Operations Area or High-Risk Area shall be entitled to compensation for injury or death arising from an accident or war like operation as stated in ARTICLE 30 of this Agreement and, for this purpose the company shall affect an accident and war risk insurance cover.
- 17.2 Incorporating 2018 amendments of MLC 2006, This SEA will continue to have effect while a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, regardless of whether the date fixed for its expiry has passed or either party has given notice to suspend or terminate it. Where a seafarer is held captive on or off the ship as a result of acts of piracy or armed robbery against ships, wages and other entitlements under the seafarers' employment agreement, relevant collective bargaining agreement or applicable national laws, including the remittance of any allotments as provided in SEA Part I shall continue to be paid during the entire period of captivity and until the seafarer is released and duly repatriated in accordance with Standard A2.5.1 or, where the seafarer dies while in captivity, until the date of death as determined in accordance with applicable national laws or regulations. The company shall also make every practicable effort to provide captured seafarers with extra protection, food, welfare, medical and other assistance as necessary.

#### **ARTICLE 18 TAXATION**

- 18.1 You will be responsible for all personal taxes whether of an income or capital nature which may be, from time to time, levied upon you. In the event that the company is to pay / has paid such taxes on your behalf, you agree to indemnify the company against all such payments. If any portion of your earnings is to be paid to the state/authority in question as taxes, it will be your own responsibility to make such payments. You are required to disclose to the company at the time of signing your contract, any tax and other legal / bank liability that you are required to comply with. You shall be responsible for any payments levied by the relevant state/authority in the event of late payment of your personal taxes.
- 18.2 It is the Seafarer's own responsibility to deal with his own personal taxation affairs, including, in particular those of his country of domicile or residence, and in relation to the country or registry of a ship on which a seafarer serves. The Company are not experts in the giving of taxation advice and do not hold themselves out as responsible in any way for any information, comment or remarks regarding taxation made by any seafarer or employee of the Company whether before or after the execution of this Agreement.
- 18.3 Seafarers are advised to check with the country of their own domicile and residence as to their rights, obligations and liabilities in respect of social security legislation.

#### ARTICLE 19 DISCIPLINE

- 19.1 It is agreed that as a condition of employment, the seafarer will be treated in accordance with the working regulations and discipline as stipulated in Appendix 3.
- 19.2 For guidance we draw all seafarers' attention to the Code of Conduct based on the Company SMS on Disciplinary Procedures as described in Appendix 3.
- Employee agrees to follow basic standards of courtesy and good behavior with regard to fellow workers, to fulfill Employee's obligations to the Company and its clients, to refrain from any willful action which would harm persons or property or damage the Company's reputation or business, and to respect and obey applicable laws, rules and regulations. Without profiting those general standards of conduct. Employee

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understands that grounds for immediate termination for cause shall include, but are not limited to the following:

- 19.4 Any breach of this Agreement;
- 19.5 Inability or unwillingness to perform duties in a satisfactory manner;
- 19.6 Failure to ensure the safe operation of the vessel to which assigned:
- 19.7 Failure to perform duties in a manner that ensures Employee's own safety and the safety of the other crew members;
- 19.8 Use of alcohol or narcotics is strictly prohibited on board any vessel, and ashore to the extent that Employee's efficiency is impaired or it causes conduct detrimental to the Company's reputation;
- Bringing on board, or attempting to bring on board narcotics or alcoholics beverages or other medication which may impede safe performance;
- 19.10 Disposing of, or attempting to dispose of any item of the Vessel's stores, equipment, fittings, fuels cargo other Company or customer property;
- 19.11 Theft, attempted theft, or unlawful possession of any item of the vessel's stores, equipment, fittings, fuel, cargo or other Company or customer property;
- 19.12 Misrepresentation or concealment of any fact material to this Agreement or to the medical examination required herein;
- 19.13 Disclosure of any information relative to the business affairs of the Company, its operations or its customers to anyone except those employees of the Company who may be authorized to receive such information;
- 19.14 Failure to abide by the rules and regulations of the Company, its customers or the country in which the Vessel is operating;
- 19.15 Bringing or attempting to bring on board the Vessel, any unauthorized person or persons;
- 19.16 Conduct that tends to discredit the Company or interfere with the efficient conduct of its business;
- 19.17 Failure to prohibit a non-employee from trespassing, solicitation or distribution of literature;
- 19.18 Failure to maintain a current license and/or document of his classification;
- 19.19 Incompetence, gross misconduct or negligence.
- 19.20 EXPENSES In case of dismissal of the Employee, all expenses for his repatriation and reliever joining etc. shall be borne by the Employee. The Company may however, at its sole discretion, reduce such expenses pro-rata to Employee's service onboard.

#### ARTICLE 20 NOTICE OF RESIGNATION OR TERMINATION OF CONTRACT

- 20.1 In cases, other than cases of dismissal for serious misconduct, where a seafarer wishes to resign or the company wishes to terminate the contract period of service of a seafarer for just cause, one month's notice in writing of such resignation or termination or payment of one month's basic salary in lieu thereof, shall be obligatory for both the seafarer and the company.
- 20.2 The Agreement may be terminated immediately due to unforeseen circumstances, such as Act of God, accident, destruction, lay-up of the vessel, loss, shipwreck, sale, etc. In this event the repatriation costs of the Seafarer will be covered by the Company. In addition, where alternative employment cannot be provided, the company will indemnify the seafarer against actual unemployment, paying the same waqeds as under the employment agreement, for a period of up to one month.
- 20.3 Where a seafarer does not complete his tour of duty, but resigns or is dismissed from the ship, the Company reserves the right to charge to the seafarer the costs of repatriation and the travel costs for his replacement.
- 20.4 Company may terminate this Agreement without cause at any time upon 30 days prior notice or immediately for cause as defined in IMG handbook. Employee will receive no compensation or other remuneration for termination notice given while onshore to standby joining.

### ARTICLE 21 COMPENSATION FOR LOSS OF EMPLOYMENT / MONETARY LOSS

- 21.1 Where a seafarer's employment is terminated due to the sale of a vessel or change of the registry or flag or management of the vessel, he or she shall be compensated with one (1) month's basic salary for such loss of employment if similar continuous employment in the same position in the company is not available.
- 21.2 A seafarer terminated in accordance with ARTICLE 21.1 above if has been given one (1) month's written termination notice by the company, and then no such compensation stated in ARTICLE 21.1 will be applicable.

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- 21.3 Where a ship is wrecked or lost and a seafarer's employment is terminated due to such wreckage or loss, he or she shall be compensated with one (1) month basic salary for such loss of employment, if similar continuous employment in the same position in the company is not available.
- 21.4 Compensation referred to under ARTICLE 21.1, ARTICLE 21.2 and ARTICLE 21.3 shall not be applicable to a seafarer who has completed the agreed contract period, or when alternative employment is provided for such a seafarer to continue his contract onboard another vessel under the terms of this or other similar agreement.
- 21.5 Compensation to seafarers for monetary loss that they may incur because of the failure of a recruitment and placement service or the relevant shipowner under the seafarers' employment agreement to meet its obligations to them are covered by way of insurance with Vessel's P&I Club (Financial Security in respect of Shipowners' liability and in respect of Seafarer Repatriation Cost/Liabilities) and/or National Legislative/Union Coverage of the Seafarer.

#### ARTICLE 22 FAMILY ON BOARD

- The company may permit the four senior seafarers, i.e., Master, Chief Officer, Chief Engineer and Second Engineer to carry their families on board the vessel.
- 22.2 Approval for this privilege will be granted at the discretion of the company and subject to the following:
  - a) On satisfactory completion of at least 12 months sea service with the COMPANY.
  - b) The total number of wives on board for the four senior seafarers referred to in ARTICLE 22.1 does not exceed two at any time.
  - c) The total number of children on board for the four senior seafarers referred to in the ARTICLE does not exceed two at any time. The minimum age of the child should be two years and the maximum age eighteen years.
- In case of a newly acquired vessel by the company, i.e., not less than six (6) months after taking over the vessel, carrying of family members on board the vessel is not allowed.
- The period, for which wives and children of seafarers are permitted to sail onboard, will be limited within 2 months in a calendar year.
- 22.5 If the company is satisfied after checking that you qualify for this privilege, you will be required to sign a letter of indemnity, after your family joins the vessel, as required by the insurance company. Expenses incurred by your family members, if any, will be on your account. It shall be the responsibility of your family members to take up personal insurance for the entire voyage, including the transit period to and from ship and also while waiting to board vessel whilst ashore.
- 22.6 You will be responsible for all expenses of your wife and children while they are on board the vessel and also expenses for their passages to and from the vessel, excluding victual expenses for your family, during their tenure on board the vessel.
- 22.7 Family members joining the vessel must obtain related visas prior to joining the vessel, failing which you shall be responsible for all consequential costs and fines, if any, that may be imposed on the vessel by local immigration authorities.
- 22.8 In order to avoid increase in work-load on catering staff, family members on board the vessel will have to clear their respective cabins.
- Whenever any family member signs off from the vessel together with the seafarer, the final settlement of wages of the seafarer will be settled at the port of engagement after necessary deductions have been made.
- 22.10 During Dry Dock period, family visitors are permitted to stay onboard no more than 1 week subjected to vessel Superintendent's approval.
- 22.11 Family members onboard should not go ashore when vessel is in anchorage and/or during the period of bunkering in anchorage.

#### ARTICLE 23 COMPASSIONATE LEAVE/RELEASE

- 23.1 Compassionate leave shall be granted to a seafarer under the following circumstances:
  - Serious illness of the members of the seafarers immediate family;

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- b) Demise of the members of the seafarer's immediate family;
- c) Any natural disaster affecting the seafarer's immediate family.
- d) Similar domestic emergencies
- 23.2 The repatriation expenses of a seafarer who is granted compassionate leave shall be borne by the company.
- 23.3 Definition of immediate family:
  - a) If the seafarer is a bachelor, his father and mother shall constitute the members of his immediate family.
  - b) If the seafarer is married, the members of his immediate family shall consist of his wife, children, father and mother.
- 23.4 The company shall make every effort to release a seafarer for compassionate leave and the seafarer shall carry on his duties as usual until his replacement takes over from him.
- 23.5 The company shall have the discretion to grant compassionate leave subject to a replacement seafarer being available.
- 23.6 The company reserves the right to release a seafarer from further obligation to complete the contract, with all outstanding payments made to the seafarer, if there is no available position after the seafarer returns from compassionate leave. The seafarer accepts that in such case, the company is not in breach of contract and will not pursue the company for any claims arising thereof.
- 23.7 In such cases, the Company will make every reasonable effort to enable Seafarers to meet specific situations by providing emergency leave of absence.
- 23.8 Authorised leave of absence, if granted, will be for a specific period without salary except such leave pay as a Seafarer has accrued to the time of his leaving the vessel.

#### ARTICLE 24 PERFORMANCE REVIEW

24.1 All seafarers must complete a formal review in accordance with the Company Management System.

### **ARTICLE 25 TERMINATION OF EMPLOYMENT**

- 25.1 If due to circumstances beyond the control of the company and not through any fault of yours it becomes necessary to terminate your employment before the expiry of your engagement, you will be given one month's notice in writing or one month's basic wage in lieu of notice. The company will repatriate you at their cost to the port of engagement. Alternatively, the company reserves the right to ask you to proceed on unpaid leave and repatriate you to the port of engagement at the company's cost.
- You may terminate your engagement at any time by giving one month's notice in writing. The company will endeavor to relieve you of your duties at the end of one month after receiving such notice or if the company requires your service beyond the one month, you will be informed and if you agree, paid for such service. You will be responsible for your repatriation expenses if you elect to terminate your employment. This will be regarded as you leaving the company.
- 25.3 You shall be subject to immediate dismissal in the following circumstances:
  - a) if as a result of drunkenness, you fail to behave in a proper manner,
  - b) fraud or negligence or incompetence or acting in a way responsible for any losses to owners and/or the company or
  - c) if you are found to have accepted unaccounted commission / gratuities / cash compensations from any vessel's chandlers/ship repairers/ship yard/charterers or
  - d) if you are involved in the sale of bonded stores, fuel or the vessel's property to external parties at any time during your engagement. The company reserves the right to take legal action and recover from you any outstanding amounts which may be due from you. The decision of the company in this respect shall be final and binding on you.
  - e) If declaration made by you as per ARTICLE 4.3 and 34.4 is false or misrepresented.
- 25.4 If at any time during the tenure of this contract the company finds out that your Certificate of Competency is not authentic, the company reserves the right to dismiss you immediately and recover from you all costs and/or losses incurred by the company arising thereof
- Violations of regulations of the company, local laws, disobedience and insubordination will also result in immediate dismissal without any compensation to your line such circumstances, you shall pay your own

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repatriation expenses as well as all joining expenses and relief air fare.

25.6 Payment of balance wages/ leave are pro-rated and will be paid on the next payroll run.

#### **ARTICLE 26 REPATRIATION**

- In the event of a seafarer being discharged at a port other than his port of engagement, the company shall bear the cost of repatriation to the port of engagement.
- 26.2 The company shall also be responsible for his maintenance including hotel expenses while awaiting passage to return to the seafarer's port of engagement.
- 26.3 If a seafarer resigns prematurely from the vessel or is dismissed for serious offences while abroad, he or she shall bear the repatriation expenses mentioned below:
  - a) Airfare to Homeport.
  - b) Reasonable port costs to facilitate to his repatriation.
- A Seafarer who has completed his tour of duty and been granted leave by the Company will be repatriated to the country of domicile stated on front page of this document. Repatriation to countries other than that of engagement will be by agreement between the Seafarer concerned and the Company but in no case will a Seafarer be returned to a country to which he has no right of entry under that country's Immigration Laws.

Once the Seafarer reaches his country of domicile stated on front page of this document and the owner's obligations for repatriation are complete. In light of the above, the owner is not liable to continue paying wages during any further periods of quarantine undertaken by Seafarers after return to their home city/town.

Standard A2.1 was amended to establish that an SEA will continue to have effect while seafarer is held captive on or off the ship as a result of piracy or armed robbery against ships, regardless of the dates in their contract.

Standard 2.2 has been amended to ensure that SEAs of seafarers held captive as a result of piracy or armed robbery will continue to have effect, including for the payment of wages and other entitlements until the seafarer is released and duly repatriated or date of death is determined.

Guideline B2.5.1 was amended to ensure that entitlement of seafarers to repatriation does not lapse if they are held captive as result of piracy or armed robbery.

### ARTICLE 27 COMPENSATION FOR LOSS OF PERSONAL EFFECTS

- 27.1 Subject to ARTICLE 27.2, when a seafarer suffers loss or damage of his or her personal effects as a result of wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding, collision or piracy or other maritime accident or peril or occurring while he or she is being transported by air or sea or land (excluding losses occasioned through the seafarer's fault or negligence), he or she shall be entitled to recover from the company, compensation of up to a maximum of US three thousand (3,000) dollars.
- 27.2 Compensation for loss or damage to a seafarer's personal effects of high value such as, including but not limited to, electronic equipment (e.g., cameras) and jewelry (e.g., watches and rings) are not recoverable from the company and the seafarer is expected to procure his or her own insurance for such personal effects.
- 27.3 The seafarer concerned shall certify that any information provided regarding the lost property is true to the best of his or her knowledge.

#### **ARTICLE 28 SHORT MANING**

- In the event of short manning of the vessel due to any reason whatsoever, the company shall divide all monies (by way of basic salaries) which the company may save by reason of such short manning equally among the seafarers of the department concerned.
- 28.2 No shorthand money shall be paid in cases where the vessel is laid up in dry dock or at a yard for repairs or in ports where full manning is not required.
- 28.3 The Company policy is to man the vessels to a standard that ensures that they are manned and operated in

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a proper and safe manner by crews of varying nationalities. All vessels shall be manned so as to ensure their safe conduct and maintenance of a three watch system (on vessels of over 1600 GRT) whenever required and in no case manned at a lower level than the applicable standard laid down by the appropriate country of registry and ILO.

### **ARTICLE 29 SOCIAL SECURITY**

29.1 The seafarer recognizes and accepts that all payments towards his Social security contributions as required under the laws of the country of origin will be deposited by the crew manning agent on his behalf with the relevant authorities. Proof of same is available at the Manning Agent and the seafarer can verify same from his social security account. Social security payments would entitle him to claim for (medical care, sickness, injury, pension...), after his repatriation. Owners will provide such funding to the Crew Manning Agent monthly.

#### ARTICLE 30 PERSONAL ACCIDENT BENEFITS

#### **MEDICAL ATTENTION**

- During the course of employment, a seafarer shall be entitled to immediate medical attention, including the right to visit a doctor or dentist in a port of call, where practicable.
- 30.2 A seafarer who is hospitalized abroad owing to illness or injury shall be entitled to medical attention (including hospitalization) at the Company's expense for as long as such attention is required, or until the seafarer is repatriated to his country of residence, whichever is the earlier.
- 30.3 A seafarer repatriated to their port of engagement, unfit as a result of illness or injury, shall be entitled to reasonable medical attention (including hospitalization) at the company's expense:
  - a) In the case of occupational disease or work-related injury, for so long as medical attention is required or until a medical determination.
  - b) In the case of an illness or injury which did not arise out of or in the course of his employment and which was not due to his serious and willful misconduct, until he is declared fit for duty up to a maximum of 16 weeks from the day, he leaves the vessel.
- 30.4 Seafarers must submit proof of entitlement to the medical attention specified in the ARTICLE 30.3 in the form of satisfactory medical reports (endorsed, if necessary), by a company-appointed doctor.
- 30.5 The company shall not bear the cost of:
  - a) Dental procedures, other than tooth extraction, basic treatment for the relief of acute episodes of infection and pain, or dental surgery if necessary due to accident in the course of duty;
  - b) Optical appliances, except for loss or damage arising from an accident in the course of duty;
  - c) Expenses arising out of any injury or disease caused by willful misconduct;
  - d) Expenses as a result of illness or disablement arising from attempted suicide, the willful misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavoring to save human life, and the performance of any unlawful act;
  - e) Blood test and/or treatment for sexually transmitted diseases; or
  - f) Treatment expenses if it is proved that the SEAFARER at the time of entering into the employment, willfully and with intent to deceive represented in writing that he had not previously suffered from the disease

#### SICK PAY

- When a seafarer is landed at any port because of sickness or injury, payment of their basic wages plus guaranteed overtime or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the company's expense as specified in the ARTICLE 26. As per P & I policy under MLC 2.5.2 Where a crewmember is found to be ill and then is subsequently required to undergo quarantine, the costs incurred are capable of falling within Rule 2 Section 1 "Liabilities in respect of seafarers".
- 30.7 After a Seafarer is repatriated because of sickness of injury, the seafarer shall be entitled to sick pay at the

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rate equivalent to their basic wage while they remain entitled to medical attention pursuant to the ARTICLE 30.3 of this agreement.

- 30.8 Thereafter the seafarer shall be entitled to sick pay at the rate equivalent to their 90% of basic wage while they remain sick up to a maximum of 16 weeks (112 days).
- 30.9 However, in the event of incapacity due to an accident the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Article 16 concerning permanent disability.
- 30.10 Seafarers must submit proof of entitlement to sick pay as specified in the ARTICLE 30.3 in the form of satisfactory medical reports (endorsed, if necessary), by a company-appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, the company and seafarer may jointly nominate a third doctor, and the decision of this doctor shall be final and binding on both parties.

### Compensation for Death or Injury by accident

- Compensation for death or injury by accident (or occupational disease) arising out of and in the course of employment, including employment on warlike operations or as a result of marine or other similar perils while serving as a seafarer of the ship.
- In the event Employee suffers a major illness or injury, as determined by the Company, arising out of and, in 30.12 the course and scope of his employment while engaged aboard the vessel to which assigned, Company will
- 30.13 Treatment at a medical facility of its choice as dictated by the nature of the illness and/or injury.
- 30.14 Transportation to the Point of Origin and, provided that such injury is not the result of Employee's wilful misconduct or gross negligence, continued of Employee's Day Rate hereunder until Employee arrives at the Point of Origin
- 30.15 Additionally, where the Company is satisfied that such injury or illness is wholly work-related, accident pay will be paid while the Employee is disabled for a period of up to 30 days at one-half of the current Day base Rate. To qualify for payment of accident pay, the period of illness/injury must be covered by the production of a bona fide certificate of incapacity signed by a medical physician, qualified to the satisfaction of the Company. Should it be deemed appropriate by the Company, injury/illness pay may continue beyond the initial period for a period for a time and at a rate then decided by the Company. Any such payments are made on the strict understanding that they do not, in any way, indicate an admission of liability by the Company.
- The abovementioned pay will cease at the point legal assistance is obtained by the Employee/ 30.16
- 30.17 For the safety of Employee and fellow crew members, Employee shall notify Company of any illness, injury or medication (prescribed or otherwise) which may impair or otherwise adversely impede Employee's performance of his/her duties during the term of this Agreement.

#### Loss of Life - Death in Service

- 30.18 If a seafarer dies through any cause whilst in the employment of the company Seafarer's Employment Agreement, the Company shall pay at least the Minimum compensation, to the deceased seafarers' nominated beneficiary. If the seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the seafarer.
- 30.19 The compensation described in the ARTICLE 30.11 and in the ARTICLE 30.10 of the Agreement shall not limit the Company's liability as employer to pay a greater death compensation which may be awarded under the laws or regulations relating to seafarers' death compensation in the seafarer's country of domicile, if applicable.
- 30.20 The Company may refuse the minimum compensation described in the ARTICLE 30.11, at its discretion, in respect of:

  - Death resulting from a deliberate self-injury; or Death resulting from personal injury if the employee has at any time represented to the employer, or his representative, that he was not self-align. representative, that he was not suffering or had not previously suffered from that or a similar injury or

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illness, knowing that the representation was false;

- c) Death directly attributable to the seafarer's addiction to drugs or his having been at the time of the accident under the influence of alcohol; or
- d) Death attributable to the serious and willful misconduct of the seafarer.
- 30.21 The Company shall be liable to pay the cost of burial expenses in the case of death occurring on board or ashore during the period of engagement. In the event of Employee's death during the terms of this Agreement while outside the country of the Employee's Point of Origin, the Company will attempt to transport the Employee's remains to the Employee's Point of Origin at the Company's cost; however, the Company is authorized to make appropriate disposition, if deemed best by it under the prevailing circumstances, of the Employee's body and personal effects. Death compensation shall be and at no times exceed USD 50,000.
- 30.22 The Company shall bear reasonable costs of transporting the body of a deceased seafarer, or the ashes if cremated, and the deceased's personal effects back to the seafarer's country of residence in accordance with their wishes or those of their next of kin, as appropriate, and as soon as practicable.

### Disability

30.23 A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the Company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.

The disability suffered by the seafarer shall be determined by a doctor appointed by the Company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the seafarer and the decision of this doctor shall be final and binding on both parties.

The Company shall provide disability compensation to the seafarer in accordance with the following table Degree of Disability

Percentage of Compensation

Degree of Disability One hand lost 40 per cent Both hands lost 100 per cent 30 per cent One hand palm lost Both hand palms lost 80 per cent 40 per cent One leg from thigh lost Both legs from thigh lost 100 per cent 30 per cent One foot sole Both foot soles lost 80 per cent One eye lost 30 per cent Both eyes lost 100 per cent One ear lost (the hearing) 15 per cent Both ears lost (the hearing) 40 per cent One finger lost 10 per cent

Employee understands and agrees that the compensation and benefits provided to Employee and outlined in the front page of this document. hereunder are substituted for and in lieu of all compensation, benefits and other remuneration provided by any applicable law, regulation or custom. It being understood that should applicable law establish that fringe benefits additional to wages cannot be waived by Employee, Employee understands and agrees that his compensation will be adjusted downward so that the total compensation paid by Company to Employee shall at all times be equivalent to the compensation agreed upon by parties and set forth in this Agreement.

ARTICLE 31 STRANDED SEAFARER





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- The company undertakes to repatriate the seafarer if he is stranded at any place as well as to look after or to reasonably maintain, or in the case of death, to transport the mortal remains of the seafarer, as permitted under the local laws where the seafarer met with death.
- 31.2 Some countries are enforcing a quarantine period on arrival in the crew members home country during covid19 pandemic. Owners will not be paying salaries during quarantine period for signed on crew before joining or signed off crew in their home countries. Crew live in different cities and every country has different rules for quarantine. The coronavirus has created havoc throughout the world and shipowners have a duty to return crew members to their respective home country safely which is being honored

#### ARTICLE 32 DESERTION

32.1 In the case of desertion, the company can claim from you the losses which you had caused to the vessel. Repatriation expenses and fines or cautions imposed by the immigration office to the deserting employee shall be deducted from your earnings. If you do not present yourself in any office of the company or its agent's office or on board the vessel, prior to the departure of the vessel, you will be considered a deserter. Your contract will be considered as terminated by the company at no costs / expenses to the company.

#### **ARTICLE 33 TRAINING**

- The company promotes education, training and upgrading of the seafarers serving on or planning to serve on board its managed vessels.
- You will be provided with a training records book, and it is your responsibility to ensure that the training tasks identified therein are completed as scheduled.
- 33.3 You will also be required to complete a computer-based training module as per the training matrix provided on board the vessels.
- The Company accepts the responsibility and cost of obtaining any additional equivalent Certification, Licenses or Endorsements required by certain countries under which the vessels may be registered.
- 33.5 Seafarers agree to undertake any additional training courses required by the Company. Where such training has been pre-approved by the Company, reasonable costs will be paid.
- Where any Industries or Project trainings is granted, the Company requires a bond to be signed jointly, whereby the awarded sponsorship ensures that the Seafarer irrevocably agrees to return to his employment, within the stated terms.

### **ARTICLE 34 CONFIDENTIALITY**

- 34.1.1 Employee shall not, during this Agreement or thereafter, impart any information relative to the business or affairs of Company or its customers to anyone except employees of Company entitled to receive such information. Breach of this Article shall be considered a reason to terminate this Agreement for cause.
- 34.2 Employee recognizes and hereby agrees that the Company shall have unlimited right to search, in the presence of the Employee or at least two Company representatives, the Employee, his/her clothing, packages, locker, desk, office, personal effects or Company-provided accommodations of the Employee at any time the Employee is in transit to, or working aboard any Company vessel or other work location. Additionally, Employee may be required to submit to a physical examination and/or drug/alcohol testing prior to and/or during the term of this Agreement at the discretion of the Company.

#### **ARTICLE 35 DECLARATION**

- 35.1 I, the under signed employee declare that I have read and fully understood the contents of this contract. I also confirm that no verbal promises other than the terms and conditions in this contract have been made to me. I will not claim any additional benefits or wages of any kind what so ever except those which have been stipulated in this contract.
- I further hereby confirm that I will not, at any time, while employed under the forgoing terms, enter into any contract or agreement, written or oral, which may be in conflict with or which may contradict the forgoing terms in any way.
- 35.3 All the terms and conditions under this contract are subject to the national laws/regulations of the jurisdiction

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wherein the seafarer is a national of.

I, undersigned employee hereby declare that I have never been deported from any country and never been prosecuted.

#### **ARTICLE 36 SEVERABILITY**

36.1 If any provision of this AGREEMENT or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, the remainder of such provision or other provisions of this AGREEMENT will remain in force.

### ARTICLE 37 GOVERNING LAW

- Any disputes arising out of or in connection with this Agreement including, but not limited to, claims involving personal injury or death, shall be determined in accordance with English law (but excluding English law of conflicts which would apply the law of another jurisdiction) and shall be referred to the High Court of Justice in Singapore which shall be the exclusive jurisdiction. Both parties hereby confirm such choice of law and venue and agree to submit to the jurisdiction of the Singapore Courts.
- 37.2 If any Article of provision of this Agreement is found to be invalid under the applicable law or laws of any state, country, or municipality, only that Article or provision will be invalid; and the rest of this Agreement shall remain in force and effect.

\*\*FOR CBA GOVERNED VESSEL'S, CONDITIONS AS PER CBA SHALL PREVAIL.

#### **ARTICLE 38 SIGNATURE**

38.1 IN WITNESS WHERE OF the parties hereto have hereunto set their hands the date and year hereinbefore mentioned.

### **APPENDIX 1 LISTS OF PUBLIC HOLIDAYS**

1 The PRINCIPAL reserves the right to nominate the dates in view of international crew complements on board ships. The public holidays will be declared as a circular in AIMM Circular function under crewing section. Master may post the same in common notice board on board.

### **APPENDIX 2 ONBOARD COMPLAINT PROCEDURES**

1. Please refer to SMS 3.10, Complaint and Disciplinary procedure and 3.10A Appendix I Contact Information for Competent Authorities. Master should post both the documents in the common notice board on board.

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### APPENDIX 3 CODE OF DISCIPLINE APPLICABLE TO ALL SEAFARERS

INTRODUCTION

This Code of Discipline will apply to all seafarers while onboard and on business for the Company. The code is in two sections: Misconduct and inefficiency.

#### Part 1 MISCONDUCT

The following offences are those for which the Company is entitled to terminate the Agreement with the seafarer either immediately or at the end of the voyage according to the circumstances of the case. This is apart from any legal action which may be called for under the regulations of the Flag of Registry.

- 1 Assault
- 2 Willful damage to ship or any property onboard;
- 3 Theft or possession of stolen property;
- 4 Possession of offensive weapons;
- 5 Persistent or willful failure to perform duty;
- 6 Unlawfully possess of drug and non-compliance with the anti-drug campaign of the company;
- 7 Deliberate and willful collision with other at sea to impede the progress of the voyage or navigation of the ship;
- 8 Disobedience of order relating to safety of the ship or any person onboard;
- To be asleep on duty or fall to remain duty if such conduct would prejudice the safety of the ship or of any person onboard;
- 10 Incapacity through the influence of drink or drugs to carry out duty to the prejudice of the safety of the ship or to any person onboard;
- 11 To smoke, use a naked light or an unapproved electric torch in any part of the ship carrying dangerous cargo or stores where smoking or the use of naked lights or unapproved torches is prohibited.
- 12 Intimidation, coercion, Bullying and interference with the work of other seafarers;
- 13 Behaviors which seriously detract from the social well-being of another crew onboard.
- 14 Communicating of Reporting to 3<sup>rd</sup> party without the knowledge of the Master.

Offences of a lesser degree or seriousness may be dealt with by:

- 1 Informal warnings administered by the Master, or
- Warnings by the Master recorded in the Ship's official log book and also on the appropriate Company forms; or
- Written reprimands administered by the Master and recorded in the ship's official log book and on the appropriate Company forms.

#### Part 2 INEFFICIENCY

It must be assumed that inefficiency can either be voluntary or involuntary, in other words, the seafarer's Agreement will be terminated if he is unable by reason of inadequate skills, physical or mental incapacity to carry out the tasks for which he was engaged, or if he is unwilling to exercise his skills or energies to a sufficient degree to carry out his tasks to acceptable standards.

#### Part 3 EXPENSES

In cases of dismissal of an employee due to any reasonable expenses for own repatriation shall be borne by the employee. The Company may however, at its sole discretion reduce such expenses for pro-rata service onboard.

#### APPENDIX 4 - COMPANY POLICIES

### 1. DRUGS AND ALCOHOL POLICY:

The company has developed and maintains policies regarding use and smuggling of drugs and alcohol on board vessels under their management, which is mentioned in SMS Chapter 3.9 Section 2. The policies set forth follow the requirements and standards adopted by U.S. Anti-Drug Abuse Act 1986, the BIMCO Sea Carrier Initiative Agreement, OCIMF, IMO and the major shipping companies. A policy for the gontrol of the use of drugs and alcohol must be

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enforceable to have the desired effect upon the operations of our vessels. It is incumbent upon the Senior Officers on each vessel, firstly to set a good example through their own personal behavior with respect to drugs and alcohol and, secondly, by enforcing both the rules, as set forth herein, and the spirit of the policy as given. The company designates Master of each vessel to administer this policy on his ship and ensure that it is both understood and followed by all crewmembers. This policy is set forth for the overall benefit of the shipping industry, for the safety of ships and cargoes at sea, but primarily for the health and well-being of the seamen themselves.

#### HSSEQ POLICY

All Seafarers employed by the company are to strictly adhere with HSSEQ policy of the company, which is set out in the SMS Chapter 1.2. Any deviation shall be considered as a breach of terms and conditions of employment. Company with its absolute resolute shall comply with all applicable MARPOL regulations and expects the seafarers to follow the same with due gravity. Any violators shall be voluntarily reported to authorities as soon as the matter has come to the company's attention.

#### SOCIAL MEDIA POLICY

The seafarer should be conscious of the wider implications when posting status updates, blogs, online forums, tweets, pictures and videos, etc. on social media platforms such as Wechat, Facebook, Twitter, WhatsApp, etc. If he/she is unsure if a social media post is appropriate or not, the seafarer is encouraged to check with the Master or the company as per SMS Chapter 1.2 Section 3.6.

#### 4. ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

The company has formed its anti-bribery and anti-corruption policy to establish controls to ensure compliance with all applicable anti-bribery and corruption regulations, and to ensure that the Company's business is conducted in a socially responsible manner. Seafarers being company's employees on board are requested to strictly follow the same as defined in company's Business Ethics Policy SMS Chapter 1.2, section 3.5.

#### 5. SANCTIONS COMPLIANCE

The company will comply with terms of applicable sanction regimes such as UN/US/UK/EU and/or others as applicable. Its covered under the SMS Chapter 1.2 Section 3.5 – under business Ethics policy.

#### CYBER SECURITY POLICY

The Company complies with ISM code's IMO Resolution MSC 428(98). SMS Chapter 1.2 subsection 3.7 refers.

### 7. DATA PROTECTION POLICY

We respect the Privacy of the seafarers (GDPR), this will be subject to flag state and port state requirements. SMS chapter 1.2 section 3.13 refers.

### 8. HARASSMENT (Including Sexual Harassment) Policy

Harassment and bullying of any kind will not be tolerated in IMG. SMS chapter 1.2 section 3.16 refers.

