

ANNEX | EMPLOYMENT AGREEMENT TERMS AND CONDITIONS

Attachment to the Seaman's Employment Agreement between:

Employer

and

Employee

1. Application

- 1.1 Employee confirms that all data stated in his/her application form and/or any other document he/she has signed or submitted pertaining to this Agreement is correct. The repercussions of any false statement made by Employee will be borne by him/her.
- 1.2 Employee declares to not have been charged directly or indirectly, in whole or in part, any fees or other charges for finding this employment.
- 1.3 Employer will apply the International Transport Workers' Federation ("the ITF") conditions if applicable for the vessel.

2. Pre-employment

- 2.1 Employee declares to have successfully completed training for personal safety on board a vessel.
- 2.2 Employee furthermore declares, as far as he/she is aware, to be in good health and never to have suffered nor is presently suffering from illness or disease that might possibly influence his/her performance or that of fellow persons aboard.
- 2.3 Employee confirms that he/she holds all necessary and mandatory valid (STCW) documents, such as passport, seaman's book, medical certificate, certificates of competence and qualification, visa, licenses, etc. applicable with regard to the voyage to be undertaken, the type of vessel and the position to be fulfilled.
- 2.4 Employee knows that having the valid required documents mentioned in article 2.3 is his/her responsibility and he/she is also informed that costs of obtaining a national statutory medical certificate, the national seafarer's book and a passport or other similar personal travel documents are for his/her account. However, the cost of visas shall be borne by Employer.
- 2.5 Employee undertakes to be vaccinated, or allows to be vaccinated, as may be required according to the regulations in force at the time each respective country or port at which the vessel is scheduled to call or at any other port the vessel is likely to call.

3. Position and duration of the employment contract

- 3.1 Employee will serve as [SEE BOX 11] on board of [SEE BOX 15].
- 3.2 The employment commences on [SEE BOX 12] and will be concluded after the period of employment has been fulfilled.
- 3.3 Employee will execute all tasks assigned to him/her diligently and efficiently and in the best interest of Employer. Employee further agrees to conduct him/herself in an orderly, faithful, honest and sober manner and to be at all times diligent in his/her respective duties and to be obedient to the lawful commands of his/her superior officers, in everything relating to the said vessel and to the stores and cargo thereof.
- 3.4 Upon agreement completion as per article 3.2, country of origin is place of recruitment.
- 3.5 This employment agreement is entered into, provided that the Employee will not stay longer than 183 days in a twelve month period in the EU countries. For the purpose of demonstrating that Employee stayed no longer than 183 days in a twelve month period in the EU countries, he/she must let stamp his/her passport each time he/she immigrates and emigrates into and from the EU countries.

4. Subsequent conditions

- 4.1 This employment agreement is concluded on the condition that Employee currently is, and will remain at all times authorized to practise his/her profession and perform the related work. Being authorized means being in possession of all relevant diplomas, authorizations, registration certificates, approvals, medical examinations and training courses issued or to be issued by or in the name of the government and/or civic organizations and/or companies.
- 4.2 If Employee is no longer authorized as described in paragraph 4.1 as a result of a circumstance that can be attributed to Employee and Employee can therefore no longer perform his/her work, then Employee will be given one week to remedy that situation. If it is not possible to remedy that situation within that term, the employment agreement will be dissolved.

5. Working hours, overtime, rest periods

- 5.1 The standard working hours are based on a minimum of eight (8) hour work day, with a maximum of 14 consecutive work hours in a 24-hour period and a maximum of 72 consecutive work hours in any seven-day-working period. Four (4) hours of fixed overtime are included in the daily wage [SEE BOX 21]. Working days will be determined according to Employer's requirements.
- 5.2 Employee shall have a minimum of 10 hours rest in any 24 hour period and 77 hours in any 7 day period.
- 5.3 This period of 24 hours shall begin at the time Employee starts work immediately after having had a period of at least 6 consecutive hours off duty.
- 5.4 The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.

- 5.5 Nothing in this article shall be deemed to impair the right of the Master of a vessel to require Employee to perform any hours of work necessary for immediate safety of the vessel, persons on board or cargo, or for the purpose of giving assistance to other vessels or persons in distress at sea. In such situation, the Master may suspend the schedule of hours of work or hours of rest and require Employee 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 Master shall ensure that Employee who has performed the work in a scheduled rest period is provided with an adequate period of rest. In addition, the STCW requirements covering overriding operational conditions shall apply.
- 5.6 Employer shall provide a monthly account to Employee.
- 6. Wages, holiday and leave**
- 6.1 Employee will be entitled to payment by Employer only during his/her terms of actual employment on board of the vessel, starting from the date of embarking the vessel.
- 6.2 The daily wages amount to [SEE BOX 21/22] per day and include financial compensation for leave, overtime and/or holidays and will be final and definite.
- 6.3 Overtime beyond twelve (12) hours work day with a maximum of (14) hours work day shall be paid with an extra compensation of twenty five percent (25%) of the basic hourly wage.
- 6.4 The gross wage per day is the amount that Employee will be paid gross per day for every day that he/she is serving on board of the vessel and includes: basic wages, fixed overtime payment, leave pay (equal to the entitlement of 2.5 days for every calendar month of employment) and any other benefits and allowances as may be or become applicable to crew's wages. No other payments apply.
- 6.5 Net wages, after deductions (such as cash advances, bonded stores, communication, etc.), will be paid, in Euros, on a monthly basis to the appointed bank account by Employee.
- 7. Taxes, social security premiums, etc. in Curaçao**
- 7.1 Employer assumes full responsibility and liability and will arrange for filing and payment of all mandatory taxes, social security contributions, pension premiums or any other mandatory dues that may arise from this employment contract in Curaçao, where Employers' company is established.
- 8. Taxes, social security premiums, etc. in Employee's country of domicile**
- 8.1 Employee declares upon signing this employment agreement that he/she shall be fully liable and responsible for payment of all mandatory taxes, social security contributions, pension premiums or any other mandatory dues that may arise from this employment contract in Employee's country of domicile.
- 8.2 Employee is aware of the fact that Employer assumes no liability whatsoever for any and all taxes or social security premiums in the country of domicile of Employee and cannot be hold responsible for filing nor payment of any of these dues.
- 8.3 By way of illustration but not limited; Employee is liable and responsible for all Federal and State income tax, social security tax, unemployment insurance tax and any other taxes that may arise from this employment contract in Employee's country of domicile.
- 8.4 Accordingly, Employee will arrange at his/her own costs for the filing and payment of all applicable mandatory dues in his/her country of domicile.
- 8.5 Hereby Employer informs the employee that the employee may take the voluntary social or health insurance premiums available to him/her under separate regulations in the country of his/her domicile.
- 9. Medical attention, sick pay, disability and loss of life**
- 9.1 Medical insurance covers for all working time and when actually travelling to or from working place. The terms and conditions of the insurance policy can be downloaded by Employee from Employers website www.rsmarine-curaçao.com for his/her perusal.
- 9.2 Employee shall be entitled to immediate medical and dental attention when required.
- 9.3 In case of congenital disorder for which Employer was not informed prior of the recruitment, or when sickness or injury occurred due to willful misconduct of Employee, or when sickness or infirmity is intentionally concealed by Employee when the engagement is entered into, then all expenses for medical coverage and repatriation shall be borne by Employee. No cover for any pre-existing illness.
- 9.4 Employer insures Employee during his/her employment on board against death or permanent invalidity by accident on or about the vessel.
- 9.5 In the event of death, Employee authorizes the Master, the vessel owner/charterer or the Employer to make appropriate disposition as is deemed proper under prevailing circumstances and whenever possible to transport the remains and personal effects to home.
- 9.6 During the period of employment all funeral costs in the event of death onboard or ashore will be covered by the insurance.
- 9.7. Employer responsibility with regards to medical care expenses, hospitalization, accomodation and food shall extend for sixteen (16) weeks as of the date on which the injury took place or the start of the illness.
- 10. Termination of employment**
- 10.1 Both parties may terminate this employment agreement by giving at least 15 days' written notice. Employee shall handover his/her resignation to Employer of the Master of the vessel.
- 10.2 In such case Employee shall remain on board and continue his/her duties until a person with similar abilities will be on board to relieve him/her. Any costs arising out of such premature termination will as far as the termination was desired or caused by Employee be borne by Employee. These costs amongst others consist of traveling costs of Employee as well as of his/her substitute.
- 10.3 This agreement will terminate automatically:
- Upon expiry of the agreed period of service identified in article 3.2;
 - In case of vessel's total loss, sale, lay-up or arrest;
 - If Employer cannot carry out his/her contractual obligations due to force majeure and/or termination and/or postponement of the vessel's contract by his/her principals and/or suspension of the project.
- 10.4 Should article 10.4 (b or c) apply, Employer shall have the option to transfer Employee to another vessel.

- 10.5 Non-compliance with any of the clauses of article 2 and/or misconduct or incompetence of Employee in accordance with article 12 will be a reason for immediate dismissal of Employee. All costs resulting from such a dismissal shall be borne by Employee.
- 10.6 In case of untimely termination of this employment agreement, Employee will on no account be entitled to any compensation for the contract period that would normally have remained.

11. Repatriation

- 11.1 During repatriation for normal reasons, Employer shall be liable for the following costs:
- a. The cost of maintaining Employee ashore until repatriation takes place;
 - b. Reasonable personal travel and subsistence costs during the travel period;
 - c. Transport of the Employee's personal effects up to the amount allowed free of charge by the relevant carrier. Employee agrees that he/she shall pay transportation fare for excess weight in his/her luggage over and beyond those allowed by the carrier.
- 11.2 Employee shall be entitled to repatriation at Employer's expense on termination of employment by Employer as per article 10.1 or on termination as per article 10.4 (a, b and c), except where such termination arises due to reasons mentioned in article 12.1.

12. Misconduct

- 12.1 Employer alone may terminate this employment agreement, with immediate effect and without any notice due to gross misconduct including but not limited to the following offences:
- a. Criminal offence or any other illegal actions (i.e. smuggling, possession or use or trade of drugs or weapons) which makes his/her further stay on board dangerous to the safety of the people aboard, the vessel or her cargo;
 - b. Embezzlement of the company's property;
 - c. Intended damage to the company's property or the vessel's cargo;
 - d. Disobedience or breach against discipline, safety rules applied for the vessel's safety or breaches concerning the human rights according to the international law;
 - e. Persistent/gross negligence in performance of duties;
 - f. Attempt to desert or leave the vessel without permission and/or miss the vessel's departure through Employee's own negligence;
 - g. Drunkenness while on or off duty, or consumption or possession of alcoholic beverages, or bringing on board alcoholic beverages from shore or other ship;
 - h. Any action (with intention or gross negligence) against safety of the vessel, cargo and/or crew. Incompetent actions that cause Employer unwarranted costs. In this case Employer is entitled to deduct 100% of the cost of the infliction losses from Employee, but in no case can this amount be more than three basic monthly wages.
- 12.2 Employer may terminate the employment of Employee following an act of misconduct or incompetence which gives rise to a lawful entitlement to dismissal, provided that Employer shall, where possible, prior to dismissal, give written notice to Employee specifying the misconduct or incompetence which has been the cause of dismissal.
- 12.3 If the agreement has been terminated due to reasons mentioned in this article, then Employee shall alone bear the costs of his/her repatriation and the costs of his/her replacement. Employer shall be entitled to recover these costs from Employee's balance of wages.

13. Manning

- 13.1 The vessel shall be competently and adequately manned so as to ensure its safe and efficient operation. The vessel shall in no case be manned at a lower level than the minimum safe manning of the vessel based on the applicable standard laid down in the IMO convention of Safe Manning of Ships in accordance with relevant and applicable international laws, rules and regulations.

14. Crew's effects

- 14.1 When Employee suffers total or partial loss of, or damage to, his/her personal effects whilst serving on board the vessel as a result of wreck, loss, stranding, abandonment, fire, flooding or collision of the vessel, excluding any loss or damage caused by Employee's own fault or through theft or misappropriation, he/she shall be entitled to receive compensation in accordance with the Flag State legislation.
- 14.2 Employee shall certify that any information provided with regard to lost property is true to the best of his/her knowledge.

15. Complaints

- 15.1 Complaints shall be sought to be resolved at the lowest level possible; and only when the matter cannot be resolved to the satisfaction of both parties, shall it be elevated to the next level.
- 15.2 If a complaint cannot be resolved on board, the matter should be referred ashore to Employer in writing (complaint form and procedure both available on Employer's website or per email on request of Employee) within five days of the occurrence, or according to the circumstances via *management@rsmarine-curaao.com*.
- 15.3 Employer shall be given a time limit appropriate to the seriousness of the issues involved for resolving the matter, where appropriate, in consultation with Employee concerned or any person who Employee may appoint as his/her representative.

16. Food and catering

- 16.1 The vessel will provide the Employee while onboard or during their period of employment and free of charge, drinking water and food of suitable quality, variety, nutritional value and quantity, that adequately cover the Employee needs and take into consideration the different cultural and religious backgrounds, as well as the length and nature of the voyage.