

MANNING AGREEMENT

KNOW ALL MEN BY THIS PRESENTS:

This Agreement relating to the supply of the Filipino Officers/ Ratings for maritime vessels made and entered into this 4th day of December 2017 by and between:

LUMINOUS SEA LIMITED, a corporation duly organized and existing under and by virtue of the laws of Hong Kong with registered offices at Unit 3305 33/F AIA Tower 183 Electric Road North Point, Hong Kong, herein duly represented by its Director, **NAMIO OHTSUBO**, and hereinafter referred to as **MANAGER TO THE OWNER**;

-AND-


DALISAY SHIPPING CORPORATION, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with offices at 9th floor Salustiana D. Ty Tower, #104 Paseo de Roxas, Legaspi Village, Makati City, Philippines, herein represented by its President, **CAPT. EFREN B. RICONALLA**, and hereinafter referred to as **AGENT**.

WITNESSETH: That-

WHEREAS, the **AGENT** carries on the business of arranging and procuring the supply of Filipino Officers and Rating for maritime vessels throughout the World;

WHEREAS, the **MANAGER to the OWNER** owns/operates different types of vessel, for worldwide and far east trade.

WHEREAS, the **MANAGER to the OWNER** wishes to appoint the **AGENT** and the **AGENT** wishes to accept an appointment for the **MANAGER to the OWNER** to procure the supply of the Officers and Ratings for the vessel on behalf of the Owner on the terms and conditions set out in this Agreement.

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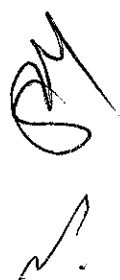
NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto agree as follows:

1. Appointment of AGENT:

- 1.1 The **MANAGER to the OWNER** hereby appoints the AGENT as its (sole and exclusive) agent to perform the services set out in clause 2 and the AGENT agrees to act in that capacity subject to the terms and conditions of this Agreement.
- 1.2 (The Owner shall not, during the continuance of this Agreement, appoint any other person, firm or company as the Owner's agent for the provision of the services referred to in this Agreement).
- 1.3 This Agreement shall come into force on the date hereof and the subject as provided in clauses 8 and 9 shall continue in force for a period of one (1) year (the Initial Period) and shall be automatically extended for further periods of one (1) year (the "Additional Periods") unless and until terminated by either party giving to the other not less than three (3) months written notice expiring at the end of the Initial Period or at the end of Any Period.

2. Duties of AGENT

- 2.1 During the continuance of this Agreement, the Agent agrees that it will use its best endeavors and devote such of its time and attention to the business of the Owners as may be necessary for the proper exercise of its duties as set out in this Agreement.
- 2.2 At the request of the **MANAGER to the Owner** the agent shall on behalf of and in the name of the Owner recruit Officers and ratings for the Vessel to meet the requirements of the Owner and, if so requested by the Owner, shall negotiate on behalf of and in the name of the Owner the terms of employment and remuneration of such Officers and Ratings.
- 2.3 As part of the service to be provided by the Agent pursuant to the clause 2.2 the agent shall be responsible for conducting interviews, testing, screening, selecting and employing the necessary officers on behalf of and in the name of the Owner and shall ensure that the Officers so employed have the necessary experience and qualification and are the requisite rank to satisfy the Owner's requirements.
- 2.4 In the case of any dispute between an Officer/Rating and the Owner, if so requested by the Officers/Ratings or the owner, the agent will give reasonable assistance in endeavoring to resolve such dispute and, on behalf of the Owner, the Agent shall

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agree to accept service of any legal proceeding and any documents relating to such proceedings brought by the Officers/Ratings.

- 2.5 The Agent shall maintain in register of the Officers/Ratings supplied pursuant to this Agreement in which shall be entered the particulars specified pursuant to the license held by the Agent under Section 110 of the Merchant Shipping Act 1894.
- 2.6 The Agent, at the Manager to the Owner's expense shall arrange for all vaccination/inoculation and all visas or other official permits necessary for the crewmembers to join at the indicated port.
- 2.7 To pay allotment or any portion of crewmember's wages, which is, required by the POEA and other government entities.
- 2.9 The Agent shall furnish the Manager to the Owner, a monthly general statement of accounts showing all actual disbursements with supporting vouchers during the previous months.

3. Duties of the Owner

- 3.1 The Manager to the Owner shall as and when required during the continuance of this Agreement advise of each Agent of its requirements for Officers/Ratings specifying in each case:
 - (a) The capacity in which of Officers/Ratings is to serve;
 - (b) The experience and qualifications required for such Officers/Ratings; and
 - (c) The terms and conditions of employment offered.
- 3.2 The Manager to the Owner shall provide free air transportation (which the Agent shall arrange on behalf of the Owner at the expense of the Owner) for each Officers/Ratings from his location immediately prior to the commencement of his employment by the owner to the place of work and a return air fare to the Philippines upon the termination of that Officers/Ratings contract of employment.
- 3.3 During the continuance of this Agreement the Owner shall effect and maintain for all Officers/Ratings employed by it insurance against death, sickness or injury sustained during the Officers'/Ratings' employment, such insurance to be maintained at a level (as minimum) as that required under the laws of the country of registration of the Vessel (if any) or, in default, at such level as may be agreed between the Officer/Ratings and the Owner from time to time subject at all times to the regulations of the Philippines Overseas Employment Administration.

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- 3.4 During the continuance of this agreement, the Owner shall comply with all laws of the country of registration of the Vessel and all international treaties and conventions to which that country is a party in respect of the maintenance, repair, seaworthiness, manning and all other matters affecting the Vessel and its operation.
- 3.5 The Manager to the Owner shall bear the cost of hospitalization and medical treatment of any crewmember within foreign port until the crewmember is repatriated. He is entitled to one hundred (100%) percent of basic wages until he is declared fit for duty or to the degree of permanent disability has been assessed by a certified P&I Club Physician but in no case shall this period be more than one hundred twenty (120) days.
- 3.6 The Manager to the Owner shall provide leave pay for each completed month of service in the accordance with POEA Standard Contract of the Employment.
- 3.7 The Manager to the Owner reserves the right to discharge any crewmember for causes stipulated under the POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-board Ocean Going Vessels section 31 (Table of Offences). Any crewmember who is discharged of dismissal shall not be paid from the day he is discharged and all repatriation cost shall be borne on him. In case of desertion, the crewmember's balance of wages including leave pay shall be forfeited in favor of the manning agent to cover expenses incurred by the reliever.
- 3.8 In the event that the vessel should go into off hire for causes of delays made by the crewmembers such as desertion, smuggling, drug trafficking or any other criminal act and the like, the Manager to the Owner shall hold the Agent free of any monetary liabilities or legal claims that the owner's, charterers, shippers, brokers, consignees, and other parties involved may impose.
- 3.9 The Manager to the Owner through the Master shall provide the Officers/Ratings subsistence allowance with good maritime standards and practices.

4. Finance Matters

- 4.1 Subject to the provisions of this clause, the Agent shall pay the Officers/Ratings as the agent of the Owner who shall, for all purposes, remain the employer of and solely responsible for procuring payment to the Officers/Ratings of their remuneration.
- 4.2 The Manager to the Owner shall pay the followings to the Agent per calendar month.
 - (a) A sum equal to the aggregate remuneration payable to the Officers/Ratings employed by the Manager to the Owner during that month; and

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(b) An agency fee per vessel per month as compensation for the operation carried out by the AGENT.

(c) Expenses incurred by the Agent in connection with communication concerning the manning service shall be paid by way of reimbursement to the Agent.

4.3 In addition the sums payable pursuant to clause 4.2, the Manager to the Owner agrees to pay to the Agent, by way of reimbursement to the Agent, all expenses incurred by the Agent in connection to crewing.

5 Liability and Indemnity

5.1 The Owner shall indemnify the Agent to Keep the Agent fully and effectively indemnified on demand against.

(a) Any loss of or damage to any property or injury to or death of a person caused by any negligent act or omission or breach of contract by the Owner or by the Agent in carrying out the instructions of the Owner given pursuant to this Agreement.

(b) Any claims, liabilities, costs, expenses and/or losses arising and pf any claim by any Officers/Ratings made against the Agent in respect of his employment by the Owner.

5.2 The Agent shall in no circumstances have any liability to the Owner for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, branches of contract or howsoever.

5.3 In the event of any claim by the Owner against the agent arising out of this Agreement the liability of the Agent shall not (except in the case of death or personal injury for which no limit applies by subject to the indemnity contained in clause 5.1).

6 Confidentiality

Each party shall treat as confidential all information received from the other pursuant to this Agreement and shall not divulged such information to any person (except to such party's own employees and then only those employees who need to know the same) without the other party's prior written consent, provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement, which is already public knowledge or becomes so at a future date (otherwise and a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If the Agent shall appoint any sub-contractor then the Agent may disclose



confidential information to such sub-contractor subject to such sub-contractor giving to the Owner an undertaking in similar terms to the provisions of this clause . The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

7. Force major

Notwithstanding anything else contained in this Agreement , neither party shall be liable for any delay in performing its obligations hereunder is such delay is caused by circumstances beyond its reasonable control (including without limitation, any delay caused by any act or omission of other party) provided however that any delay by a sub-contractor or supplier of the party so delaying shall not relieve that party from liability for delay except where such delay is beyond the reasonable control of the sub- contractor or supplier concerned. Subject to the party so delaying promptly notifying the other party in writing the reason for the delay (and the likely duration of the delay), the performance of such party's obligation shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for the performance equal to the period of delay. If such delay continues to be more than thirty (30) days either party may terminate this Agreement forthwith by the giving notice in writing to other, in which event neither part shall be liable to other reason of such termination.

8. Termination

8.1 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

(a) That party commits any breach of the provision of this Agreement and, in case of a breach capable of remedy, fails to remedy the same within (30) days after

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receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

- (b) An encumbrance takes possession or a receiver or similar officer appointed over any of the property or assets of that other party;
- (c) That other party makes a voluntary arrangement or composition or similar arrangement with its creditors or becomes subject to an administration order;
- (d) That other party goes into liquidation or bankruptcy (except for the purposes of amalgamation or reconstruction and in such manner that the entity resulting therefrom effectively agrees to be bound by or assumed the obligation imposed on that other party under this Agreement);
- (e) Anything analogous to any of the foregoing, under the law of any jurisdiction, occurs in relation to that other party.

8.2 For the purposes of clause 9.1 (a), a breach shall be considered capable of remedy if the part in breach can comply with the provision in question in all respects other than as to time of performance (provided the time of performance is not of the essence).

8.3 Any waiver, by either party of a breach of any provision of this Agreement, shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

8.4 The right to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

9. Nature of Agreement

9.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of an employee between the parties.

9.2 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understanding between the parties in respect thereto and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

10. Proper Law

This Agreement shall be governed by and construed, in all respects in accordance with the laws of the Republic of the Philippines and parties hereby submit to the exclusive jurisdiction of the Philippine courts.

11. Notices

11.1 Any Notice or other information required or authorized by this Agreement to be given by either party to the other may be given by hand or sent (by first class prepaid post, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address given in this Agreement or to such other address as may be notified for such purpose pursuant to the provision of this Agreement

11.2 Any notice or other information given by post pursuant to the clause 12.1, which is not returned to the sender undelivered shall be deemed to have been given on the fifth day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted, and in had not been so returned to sender, shall be sufficient evidence that such notice or information had been duly given.

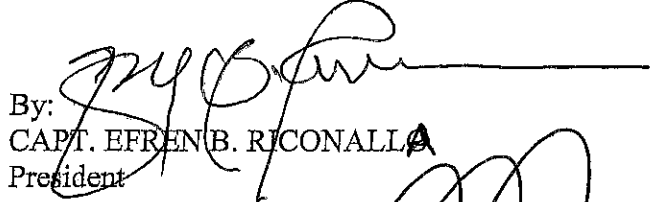
11.3 Any notice or other information sent by telex, cable, facsimile transmission, or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by first class prepaid post to the other party at its address within twenty-four (24) hours after transmission.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement on the date and place first above stated.

SUBSCRIBED AND SWORN to before me this DEC 17 2017
at Makati City, Philippines. As witness to me his/her competent ID # _____ valid until _____

LUMINOUS SEA LIMITED

DALISAY SHIPPING CORPORATION



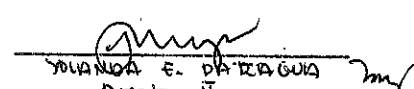
By:
NAMIO OHTSUBO
Director

By:
CAPT. EFREN B. RICONALLA
President

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PAGE NO. 76
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SIGNED IN THE PRESENCE OF:

MA. ESMERALDA R. CUNANAN
Notary Public
Until December 31, 2017
Appt. No. M-28 (2016-2017) Attorney's Roll No. 34562
MCLE Compliance No. V-0010463/9-18-2015
PTR No. 8908979/1-3-2017/Makati City
IBP Lifetime Member Roll No. 05413
Ground Level, Dela Rosa Carpark I
Dela Rosa St., Legaspi Village,
Makati City

PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION
SIGNED IN THE PRESENCE OF

MARIANA E. PARAGUA
Director II
Seaboard Employment Accreditation
and Processing Center