

AGENCY AGREEMENT

BETWEEN:

Grindrod Ship Management

a Division of Grindrod Shipping Pte Ltd

whose principal place of business is at:

Millenia Tower

1 Temasek Avenue, #10-02

Singapore 039192

(hereafter referred to as : “**Owners/Managers**”) of the one part:

and

Trampbalt Overseas Spolka z o.o.

whose principal place of business is at:

Joachima Lelewela 4/1

81-331 Gdynia, Poland,

registered at the Polish Register of Employment Agencies

under number 862

(hereafter referred to as “**Agents**”) of the other part:

WHEREAS

Owners/Managers own and/or operate vessels and wish to appoint Agents as non-exclusive crew manning agent.

IT IS HEREBY AGREED AS FOLLOWS:

1. Appointment

Owners/Managers hereby appoint **Agents** and **Agents** hereby agree to act as non-exclusive crewing agent for the provision of officers and ratings to vessels **Owners/Managers** may nominate (hereinafter called “the Vessels and each the Vessel) for the period and subject to the terms and conditions hereinafter contained.

2. Manning Services

Agents shall provide a crew manning agency and, if required, other services of a general agency nature in favour for and on behalf of the **Owners/Managers**. In terms thereof, **Agents**’ services to the **Managers** shall be set out in clause 2 of this Agreement. The responsibilities will cover :

2.1 The recruitment of suitably qualified and experienced seafarers of Polish and other nationalities for nominated vessels to manning levels and standards specified by the **Owners/Managers**. As part of this service, **Agents** will check and verify the qualifications and performance record (with previous employers) of each seafarer prior to engagement into **Owners/Managers** fleet, in accordance with STCW10, Solas, Marpol, ISO Quality Management System and in full compliance with the requirements set by the Maritime Labour Convention 2006 in the respective States National Law (MLC) for the Seafarers Recruitment and Placement Service.

2.2 Arranging transportation and documentation required to enable joining seafarers to travel to the port of engagement. **Agents** shall instruct every seafarer to carry at the time of joining the Vessel the appropriate original certification/documentation. **Agents** shall ensure that a copy of Seafarers certification is supplied to Owners/managers together with copy of the Contract of Employment.

- 2.3 Arranging all pre-engagement medical examinations and all of necessary vaccination/inoculations and visas or other official permits necessary for the seafarer to join the Vessel at the port specified by **Owners/Managers**. Seafarer must be medically fit and in possession of a valid medical certificate.
- 2.4 Arranging all necessary formalities and applying for certificates of competencies and other maritime documents in accordance with flag state requirements and **Owners/Managers** policies.
- 2.5 Organizing additional training and qualification courses requested by **Owners/Managers** and permanent supervision of officers and ratings standards of service.
- 2.6 Proper planning and control of crew changes to enable smooth fluctuation of the seafarers.
- 2.7 Supplying of working clothes, uniforms and other articles upon request of **Owners/Managers**.
- 2.8 Liaison with official authorities, agents and other parties in Poland on behalf of **Owners/Managers** in the execution of the above agency duties.
- 2.9 Providing general assistance and agency services as required by the **Owners/Managers**, including the arranging of seafarer's sick leave reports, medical care and other health and Crew P&I requirements.
- 2.10 Upon request of the managers, a director or manager of **Agents** suitably experienced in dealing with employer/employee relations will attend any vessels in any port to assist with the resolution of crew related problems. All travelling expenses incurred in this regard will be for **Owners/Managers** account.
- 2.11 Payment, on behalf of the **Owners/Managers**, of the crew allotments and all expenses incurred in or about provision of the Services to private bank accounts if required.

3. Owners/Managers Obligations and Responsibilities

- 3.1 The **Owners/Managers** hereby declare, that all vessels owned and or managed by the **Owners/Managers** possess MLC Certificate of Compliance
- 3.2 The **Owners/Managers** assure, that the conditions of employment, terms of remuneration and social benefits are in accordance with provisions of specific contracts as entered into between seafarer and **Owners/Managers** as well in the collective bargaining agreement applicable to the particular seafarer. The relevant provisions of the individual employment contracts and the collective bargaining agreement setting out the terms and conditions referred to in this paragraph are deemed to be incorporated in this agreement
- 3.3. The **Owners/Managers** shall ensure and hereby warrant to **Agents** that each of the vessels will be entered with a Protection and Indemnity Association which is a member of the International Group of P&I Clubs affording full cover for crew risks of any kind whatsoever including whilst traveling to or from the vessel and in accordance with MLC, establish insurance to compensate any seafarer supplied by **Owners/Managers** or on their behalf, for monetary loss that they may incur as a result of the failure of a recruitment and placement service of **Owners/Managers** under the employment agreement, to meet its obligations to them.
- 3.4 The **Owners/Managers** shall be the employer of the Crew and under no circumstances shall the **Agents** be deemed to be the employer of the Crew. For the purposes of the MLC, **Owners/Managers** shall be deemed "Employer" and under no circumstances whatsoever, notwithstanding **Agents** agreeing to carry out specific obligations under MLC on behalf of **Owners/Managers**, shall the **Agents** be deemed "Employer". It is a condition of the Agreement that the **Owners/Managers** shall provide all seafarers with MLC compliant working and living conditions. **Owners/Managers** authorize **Agents** to sign Contracts of Employment with the seafarers as agent only and for and on their behalf.

- 3.5 The parties to the Agreement agree that in the event of default, the seafarer failing to fulfill or incorrectly fulfilling contract obligations will be liable for the repatriation expenses of seafarer and a substitute. The **Owners/Managers** will deduct the relevant amount from the seafarer's salary.
- 3.6 The number of available workplaces for the seafares **Agents** are going to provide as well as the duration of employment shall be determined accordingly by **Owners/Managers** during the course of this Agreement. The instructions of **Owners/Managers** in this respect are deemed to be incorporated in this Agreement.

4. Remuneration

- 4.1 The remuneration of **Agents** shall be reviewed annually. All fees are exclusive of value added taxes and any other applicable taxes.
- 4.2 In consideration for services rendered in terms of Clauses 2.1 to 2.10 the Managers undertake to pay Trampbalt a fee amounting to 153 USD for each Polish officer, 205 USD for Ukrainian officer and 90 USD for each Polish rating and 125 USD for each Ukrainian rating. Such a payment to be effected monthly from the date of seafarer's departure, for the duration of contract period. In addition, the hiring lumpsum fee of USD 105 per every seafarer will be paid once only, for contract period.
- 4.3 In consideration for services rendered in terms of Clause 2.11 the Managers undertake to pay Trampbalt an amount of 27 USD for each transfer of Polish seafarer's allotment and 37 USD for Ukrainian seafarer allotment. The above amounts cover all bank charges and other expenses.
- 4.4 Under the terms of this agreement, Agents shall be entirely responsible for its own tax, social security, pension and all other social obligations.

5. Commencement and Termination

This agreement (ceases all earlier agreements between **Owners/Managers** and **Agents**) comes into force with effect from _____, for an indefinite period with cancellation option by either party giving three months written notice.

- 5.1 If the performance of this agreement should become impossible due to factors beyond the reasonable control of either party, then this agreement shall be suspended for the period of such impossibility. In the event of the contract being suspended as aforesaid for 90 (ninety) days the contract shall be deemed to have come to an end.

6. Law and Arbitration

- 6.1 This Agreement shall be governed by English law and any dispute arising out of in connection with this Agreement shall be referred to arbitration in London in accordance with Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 6.2 Any dispute arising out this agreement is to be referred for arbitration in London, one arbitrator to be nominated by the **Owners/Managers** and the other by **Agents**, and in the event of the arbitrators not agreeing, then the decision of an umpire to be appointed by them will be final and binding on both parties.
- 6.3 This agreement, has been made out in 2 (two) originals, one for each party.

Signed for and behalf of :

**Grindrod Ship Management
a Division of Grindrod Shipping Pte Ltd**

Date: Wg King

Signed for and on behalf of :

Trampbalt Overseas Spółka z o.o.

CHAIRMAN
Jules
Piotr Kośmicki

Date: 01.02.2023