



C.S.C. Crewing B.V.

General Conditions **C.S.C. Crewing B.V.** for Employees

These General & Special Terms and Conditions relate to Personnel made available by C.S.C. Crewing B.V. on an assignment/secondment basis to carry out activities in, but not limited to, the shipping and towing, dredging, oil & gas, offshore and shi building industries, as well as for the purpose of port operations:

Article 1 Definitions

The following definitions shall apply in these General & Special Terms and Conditions:

C.S.C. CREWING: the company (or companies) indicated above, which make(s) Personnel available to the Client, to carry out work for the Client.

Personnel: any natural person or legal entity that carries out work, or will carry out work, for the Client through the agency of C.S.C. CREWING.

Client: any natural person or legal entity that gains Personnel through the agency of C.S.C. CREWING.

Instruction: a request, application, instruction or other communication with the object of achieving a contract between C.S.C. CREWING and the Client, on the basis of which Personnel carry out work on behalf of the Client. Where placement and secondment are concerned, this shall have been achieved through the agency of C.S.C. CREWING.

Contract: the Contract between C.S.C. CREWING and Personnel, under which contract Personnel shall carry out work for the Client through the agency of C.S.C. CREWING.

Rate: the payment (per hour, day or fixed period) due to Personnel from C.S.C. CREWING for work carried out by Personnel for a Client through the agency of C.S.C. CREWING. Except where agreed otherwise in writing, this payment shall exclude travel expenses, accommodation expenses, accommodation and food.

Article 2 Applicability

These General & Special Terms and Conditions shall apply to any offer from C.S.C. CREWING, and to all Contracts between C.S.C. CREWING and Personnel to which C.S.C. CREWING has declared these terms and conditions applicable, as well as to the work resulting from the said Contracts, of whatever nature, and carried out for the Client through the agency of C.S.C. CREWING, insofar as the parties have not explicitly deviated from these terms and conditions in writing.

Once Personnel have entered into a Contract on the basis of these terms and conditions, they shall be deemed to tacitly agree to the applicability of these terms and conditions to any Contract concluded with C.S.C. CREWING at a later date.

All offers, regardless of the manner in which these have been effected, shall be free of obligation.

Where any provision from these terms and conditions is void or declared void, the other provisions in these terms and conditions shall continue in full force and the parties shall enter into consultation with each other in order to agree on new provisions to replace the provisions that are void, or have been declared void, at which time the object and essence of the provision that is void, or which has been declared void, shall be taken into consideration wherever possible.

Article 3 Contract

A Contract shall only be binding after written confirmation by C.S.C. CREWING.

Personnel shall agree to employment by the Client subject to the conditions laid down in the Contract.

Undertakings or promises shall only be binding where confirmed in the Contract. Amendments and further additions to the Contract shall only apply where agreed upon in writing.

The Contract shall end by operation of law as indicated in the Contract between C.S.C. CREWING and Personnel.

C.S.C. CREWING shall reserve the right not to accept Contracts.

Article 4 Instructions

Where practicing the profession or running the business applicable for C.S.C. CREWING, Personnel shall be made available to a Client with the object of carrying out work on the basis of an Instruction issued to C.S.C. CREWING by the Client.

C.S.C. CREWING shall attempt to obtain suitable Instructions for Personnel.

Where C.S.C. CREWING is not able to obtain suitable Instructions for Personnel, it shall not be possible to hold C.S.C. CREWING liable for this. Personnel realize that there may not be any work in periods between Instructions.

Personnel shall not be obliged to accept Instructions presented to them by C.S.C. CREWING.

Where Personnel accept Instructions, C.S.C. CREWING shall provide Personnel with Contracts, said Contracts shall contain information including the term of the Instruction (where possible), the name of the Client, the payments applicable for the work agreed on with C.S.C. CREWING and other relevant information.

Article 5 Time sheets

At the end of each period (one, two, four weeks or a month, depending on the Contract) for an Instruction, or at the end of an Instruction, where the Instruction covers a shorter period of time, Personnel shall submit a completed time sheet to C.S.C. CREWING, said time sheet shall have been signed by an individual authorized to represent the Client and shall specify the hours worked by Personnel during the last period.

C.S.C. CREWING shall not be obliged to effect payment to Personnel, except where staff have submitted a time sheet as described in this Article.

Article 6 Incapacity for work

Personnel who are unable to work, due to their incapacity for work (illness or otherwise), shall be obliged to ensure that this is reported to C.S.C. CREWING before 09:30 hours (Dutch time) on the first day of their incapacity for work, and to the Client in line with the procedures customary in this situation, except where circumstances beyond the control of Personnel render this impossible.

Article 7 Secrecy, confidentiality and personal data

Personnel shall recognize that strict secrecy is imposed on them herewith, both during and after termination of employment, in respect of all data or particulars relating to C.S.C. CREWING or an

organization affiliated to C.S.C. CREWING. This obligation to maintain secrecy shall also apply in respect of data or particulars in relation to C.S.C. CREWING contacts and Clients.

Personnel shall be required to submit an original identity document, or other relevant valid qualifications, certificates and examinations, to C.S.C. CREWING and the Client, after which both C.S.C. CREWING and the Client shall keep a copy of these documents in their records.

The Client shall maintain the confidentiality of the personal data of Personnel to which it has gained access in the context of the Personnel made available and shall process the said data in accordance with the provisions of the Personal Data Protection Act [Wet Bescherming Persoonsgegevens].

Article 8 Basic personal protective equipment required, safety regulations and further stipulations

Personnel shall comply with the content of the document entitled ('instructions for employees of C.S.C. CREWING, said document shall, where applicable, be presented to Personnel with the Contract and Personnel shall always behave in a manner appropriate for good Personnel.

Personnel shall be obliged to observe and apply the safety rules laid down by the Client at all times. Personnel shall have the basic personal protective equipment required with them at all times. This equipment shall always include safety boots, an overall and a safety helmet. Where Personnel do not have this equipment, C.S.C. CREWING shall be able to make the said protective equipment available against payment of a deposit. Where Personnel are sent away from the workplace by the Client because Personnel do not have the basic personal protective equipment required, all costs arising from this, including travel expenses for the journey to and from the site, shall be recovered from the Personnel in question.

Where applicable, Personnel shall take part in safety instructions, otherwise referred to as familiarization, as soon as possible after their arrival on board. Personnel shall carry out their work in accordance with the safety instructions provided.

C.S.C. CREWING shall be permitted to put Personnel to work with a different Client during their employment by C.S.C. CREWING, provided the work to be carried out by Personnel falls reasonably under the job description described in the Contract.

Where necessitated by special circumstances, Personnel shall carry out other work that falls outside the scope of their specific position.

In very special circumstances, where there is a threat of war, for example, C.S.C. CREWING, the Client or Personnel shall be entitled to put unilateral measures in place, to which measures Personnel shall be subject, partly in the interest of their personal safety.

Personnel shall have a Contract with C.S.C. CREWING. However, during the period in which Personnel have been made available to the Client, the Client shall be obliged to manage and supervise Personnel.

Personnel shall be forbidden from being made available to third parties by the Client and from responding to this positively.

Where an area (or areas), a country (or countries) and a place (or places) where Personnel that have been made available, or will be made available, will be employed is/are changed in relation to what was agreed on when entering into the Contract, Personnel shall inform C.S.C. CREWING of this situation immediately.

Article 9 Dissolution

Where a party fails to fulfil the obligations arising for it from the Contract, the other party shall be entitled – in addition to what has been laid down in the Contract – to dissolve the Contract extra judicially, by means of a registered letter. Dissolution of the Contract shall only be effected once the party declared in default has been informed in writing of the notice of default and has been offered a reasonable period in which to rectify the serious shortcoming in question.

Where, at the time of the dissolution, Personnel had already received a payment prior to performance in fulfilment of the Contract, it shall only be possible to dissolve the Contract in part, only for that part of the Contract that has not been fulfilled or paid yet on behalf of C.S.C. CREWING.

Amounts that were due from C.S.C. CREWING to Personnel before the dissolution, which amounts relate to the work already carried out by Personnel in implementation of the Contract, shall continue to be due to Personnel in full from C.S.C. CREWING.

Where Personnel fail to fulfil any obligation arising for them from the Contract after having been declared in default in this respect, or fail to do so in full or on time, C.S.C. CREWING shall be entitled to suspend its obligations to Personnel, without being obliged to provide any compensation to Personnel as a result.

Article 10 Liability

C.S.C. CREWING shall not be liable in any way whatsoever for damage or loss sustained by the Client or third parties because of Personnel. This shall include situations where the damage or loss in question is the result of an intentional act or gross negligence.

Nor shall C.S.C. CREWING be liable for any commitments undertaken by Personnel, or which have arisen for Personnel in relation to the Client in any other manner, whether or not with its permission, in relation to third parties employed by the Client or in relation to any other third parties whatsoever.

C.S.C. CREWING shall not be liable for penalties or claims imposed on Personnel in situations where they have failed to fulfil the obligations arising for them from Article 11 of these terms and conditions.

Article 11 Obligations

Personnel shall declare themselves willing to carry out work in shifts whenever and for however long required by the Client.

Personnel shall use the machinery and equipment entrusted to them with all due care.

The Contract shall be entered into subject to the condition that Personnel have had a medical examination and have valid examination certificates and vaccination certificates.

Personnel shall declare that they do not have any disabilities that make them unsuitable or less suitable for the performance of their work.

On the date on which their employment ends, Personnel shall immediately return to C.S.C. CREWING all documents and items made available to them during the course of their employment.

Article 12 Health insurance

The employee is responsible for compulsory insurances in the country of residence.

Article 13 Force majeure

In the event of a force majeure situation on the part of C.S.C. CREWING, the obligations arising for it from the Contract shall be suspended while the force majeure situation continues. Force majeure shall be understood to mean any circumstances beyond the control of C.S.C. CREWING that permanently or temporarily prevent performance of the Contract and which cannot be expected to constitute a risk on its part by law or according to criteria of reasonableness and fairness.

As soon as a force majeure situation arises, C.S.C. CREWING as referred to this Article, shall notify Personnel accordingly.

Insofar as not already included in the definition above, a force majeure situation shall also be understood to mean: industrial action, sit-down strikes, blockades, embargos, government measures, war, revolution and/or any situation possible to equate with this, power cuts, failures in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters, as well as extensive illness of an epidemiological nature amongst Personnel.

While the force majeure situation continues, the obligations applicable for C.S.C. CREWING shall be suspended. However, this suspension shall not apply for obligations to which the force majeure situation does not relate and which had arisen prior to the occurrence of the force majeure situation.

Where the force majeure situation has lasted three months, or once it has been established that the force majeure situation will continue for more than three months, each of the parties shall be entitled to terminate the Contract early, without due observance of any notice period. Where the Contract has been terminated in this manner, C.S.C. CREWING shall still be obliged to effect payment to Personnel of amounts due in relation to the period prior to the force majeure situation.

During the force majeure situation, C.S.C. CREWING shall not be obliged to pay for any damage or loss sustained by or to Personnel, nor shall it be obliged to do so following termination of the Contract as referred to in this Article.

Article 14 Prohibitory provisions

Personnel shall be prohibited from:

- acting contrary to regulations issued by the Client;
- violating the legislation and regulations applicable in the country of employment;
- importing, selling, providing or exchanging weapons or ammunition, under whatever name, or of whatever nature, to whomsoever or with whomsoever, or to possess the aforementioned weapons or ammunition in any manner whatsoever;
- keeping a stock of alcoholic drinks and/or drugs, or from importing the aforementioned into countries where they are not permitted, from producing the aforementioned themselves, or from selling them to whomsoever or exchanging them with whomsoever, or from using them, where drugs are concerned;
- taking part or being involved in prohibited political activities of any nature whatsoever, or under whatever name, in the country of employment;
- doing business in any form whatsoever in the pursuit of personal gain without the prior consent of the Client;
- acting contrary to these provisions. Failure to act in accordance with these provisions shall constitute an urgent reason to effect the immediate dismissal of the Personnel in question.

Personnel shall be obliged to refrain from any activity that could damage the standing or other interest of the Client and/or could adversely affect the relationship between the Client and the government and/or the population of the country of employment. Personnel shall not be permitted to drive motor vehicles, except where they are in the possession of a driving license valid in the country of employment and they have a policy in which they are insured against statutory liability, the content of which policy has been approved by C.S.C. CREWING or the Client.

All consequences arising from the failure to fulfil the aforementioned stipulations shall be for the account, responsibility and liability of Personnel.

Article 15 Direct employment relationship

Without the permission of C.S.C. CREWING, Personnel shall not be permitted to enter into a direct employment relationship with the Client or an organization affiliated to the Client during the course of the Instruction for the Client, whether directly or via third parties, or to work on a direct or indirect basis.

Personnel shall inform C.S.C. CREWING in writing of their intention to enter into a direct employment relationship with the Client before proceeding with the said intention. The Client shall also notify C.S.C. CREWING. Personnel shall also ask C.S.C. CREWING when it will be possible to terminate the Contract with C.S.C. CREWING in a legally valid manner.

Personnel declare and guarantee that they will or shall have terminated the Contract with C.S.C. CREWING in a legally valid manner when the Client enters into a direct employment relationship with Personnel, notwithstanding the other obligations arising for Personnel as referred to in this Article. Personnel shall not enter into a direct employment relationship with the Client if and insofar as Personnel are unable to terminate the Contract in a legally valid manner and have terminated the Contract.

For the application of this article, entering into a direct employment relationship shall also be understood to mean a situation where Personnel that have been made available are employed by the Client through the agency of one or more third parties.

Where Personnel violate the prohibition laid down in the first Paragraph of this article, they shall be expected to pay compensation to C.S.C. CREWING with immediate effect.

Article 16 The use of electronic contact information for communication purposes

C.S.C. CREWING shall apply Section 11.7 of the Dutch Telecommunications Act [Telecommunicatie Wet], subject to the supervision of OPTA, the supervisory body. Section 11.7 shall apply mutatis mutandis in conjunction with Section 41(2) of the Personal Data Protection Act [Wet Bescherming Persoonsgegevens].

Where Personnel object to the use of their electronic contact information for communication purposes, they shall lodge an explicit objection to this with C.S.C. CREWING.

Article 17 Applicable law, competent court

Dutch law shall apply to all Contracts of which these General & Special Terms and Conditions form part.

Except where agreed otherwise in writing, all disputes in respect of or connected with Contracts to which these General & Special Terms and Conditions apply shall be settled solely by the competent court in Rotterdam.

Amendments to the General and Special Terms and Conditions

C.S.C. CREWING shall reserve the right to amend these General & Special Terms and Conditions.

Amendments shall only apply once C.S.C. CREWING has notified the Personnel thereof.

SPECIAL TERMS AND CONDITIONS ON THE BASIS OF PLACEMENT AND SECONDMENT

Article 18 Payments

Payments for Personnel shall be calculated on the basis of the rate indicated in the Contract between C.S.C. CREWING and individual Personnel. This contract shall also indicate any payment applicable for overtime.

Article 19 Term of the Contract

The Contract for a definite period of time shall commence on the date of departure to the place of employment.

The Contract shall be entered into for a definite period of time, for the duration of the work agreed on, as stated in the Contract, without any notice being required for termination once the work described has been completed, or the Instruction is terminated with immediate effect when indicated by the Client. It shall not be possible to derive any rights or claims from the term estimated.

C.S.C. CREWING and Personnel shall be able to terminate a Contract by effecting termination with due observance of the notice period of seven days applicable.

An employment contract shall end in any event:

- when Personnel reach retirement age;
- in the situations and manner provided for by law.

The first month of the Contract shall be regarded as a trial period. During this period, C.S.C. CREWING and Personnel shall be able to terminate a Contract with effect from any given date.

Termination of an Instruction shall result in the termination of employment by operation of law and the lapse of mutual legal relationships. In this situation, Personnel shall not be able to claim temporary or permanent employment by C.S.C. CREWING. Personnel shall declare that they are familiar with and agree to this stipulation.

The indefinite employment agreement is entered into for an indefinite period and shall commence on Starting date.

Article 20 Civil status – changes

Personnel shall be obliged to immediately notify C.S.C. CREWING of changes to their civil status, family composition, address and if Personnel have left the Netherlands to reside elsewhere (deregistered).

Where Personnel are not married, they shall notify C.S.C. CREWING of their intention to marry well in advance. It shall not be possible to automatically derive rights from marriage and divorce or legal separation, where this would entail an increase in the obligations arising for C.S.C. CREWING in relation to Personnel.

Article 21 Travel expenses and luggage arrangements

The travel tickets issued by C.S.C. CREWING shall continue to be the property of C.S.C. CREWING and may not be sold or exchanged for money or other tickets. After arrival in the country of employment, Personnel shall give any return tickets he has for himself to the Client in the country of employment. Where Personnel fail to do this, they shall be responsible for the risk that a return ticket, or tickets, will get mislaid or expire, amongst other things.

The maximum luggage allowance shall be indicated on the travel ticket. The costs incurred for excess luggage shall be for the account of Personnel, except where excess luggage is transported at the request of or on behalf of C.S.C. CREWING.

The cost of inoculations for Personnel, insofar as required for travel and admission to the country of employment, shall be for the account of C.S.C. CREWING. Personnel shall be responsible for costs in relation to passports, seaman's books and examinations.

C.S.C. CREWING shall not be responsible for the theft or loss of personal possessions belonging to Personnel.

Article 22 Repatriation insurance

C.S.C. CREWING has taken out insurance to cover the cost of the repatriation of Personnel to the Netherlands in the event of serious illness, an accident and/or death, said repatriation shall be effected in accordance with the policy conditions applicable. This insurance shall apply solely for work performed outside the Netherlands. The premium due shall be charged to C.S.C. CREWING, in accordance with the policy conditions.

The repatriation insurance includes accident insurance. Personnel shall be able to request a copy of the policy conditions applicable from C.S.C. CREWING.

All accidents shall be reported to C.S.C. CREWING as soon as possible. In the event of a fatal accident, this shall take place within 24 hours of the death, but no later than the burial or cremation.

SPECIAL TERMS AND CONDITIONS ON THE BASIS OF A CONTRACT FOR PROFESSIONAL SERVICES (FREELANCER/INDEPENDENT WORKER WITHOUT STAFF)

Article 23 Carrying out work

Within the context of the Instruction, Personnel shall carry out their work at their own discretion and independently. The Client and C.S.C. CREWING shall only be able to provide instructions on implementation of the Instruction in outline. Personnel shall be responsible for any damage or loss sustained as a result of their own actions.

Personnel shall be able to arrange performance of the Instruction entirely or in part by a third party where they have notified C.S.C. CREWING of this in advance. C.S.C. CREWING shall only be able to refuse a third party where the said third party does not comply with a number of objective criteria agreed on between the parties, which criteria shall include education and experience.

Where work is carried out by a third party, C.S.C. CREWING shall be able to sue Personnel in relation to performance of the Contract and possibly claim damages. The individual member of Personnel in question shall continue to be responsible for correct performance of the Instruction, as if the individual member of Personnel had performed the Instruction in question himself.

Article 24 Payments

The remuneration paid to Personnel shall be calculated on the basis of a rate indicated in the Contract between C.S.C. CREWING and Personnel. The Contract shall also state any payment for overtime and travel expenses.

Personnel shall declare the amount applicable for remuneration and expenses on a monthly basis by issuing an itemised invoice. The said invoice shall contain an overview of the hours worked, as stated on the time sheet.

C.S.C. CREWING shall undertake to pay invoices within 30 days of the invoice date.

Article 25 Indemnification

Where the tax authorities and/or social security administration agency take the view – despite the existence of the Contract for Professional Services – that a (notional) employment relationship exists, from which deduction and payment obligations for wage tax or social security schemes arise for C.S.C. CREWING, all costs arising for C.S.C. CREWING as a result shall be for the account of the Personnel in question.

To this end, Personnel shall undertake to indemnify C.S.C. CREWING in situations where, despite the Contract for Professional Services, additional tax assessments for wage tax/national insurance contributions or premium invoices for employee insurance are imposed on C.S.C. CREWING. In this situation, settlement shall be effected against payments still to be made, wherever possible.

On request from C.S.C. CREWING, Personnel shall pay the obligation arising for them pursuant to the indemnification described in Paragraph 1 of this Article within 14 days of the aforementioned request.

Article 26 Term of the Contract

The Contract shall be entered into for a definite period of time, for the duration of the work agreed on, as stated in the Contract.

Early termination other than on the grounds of a serious breach of contract shall not be possible. The Contract shall end immediately, by operation of law, when one of the parties is declared bankrupt or insolvent, applies for a moratorium on payments, offers all its creditors a private arrangement, or is limited in a similar manner in its power to perform legal acts, in the event of liquidation, as well as when an attachment is made against one of the parties, not including a prejudgment attachment.