

MARINESCENCE[®]

INTERNATIONAL CREW RECRUITMENT

The quest for the better candidate is subject to these general terms (hereinafter referred to as "Terms and Conditions") and will start after their signature.

These Terms and Conditions, pursuant to article 441-6 and seq of the Code de commerce, are intended to establish conditions under which SARL MARINESCENCE (hereinafter referred to as "MARINESCENCE") is committed to providing services to potential employers – Captains, management/recruitment companies, owners –, and its representative (hereinafter referred to as "The Client").

These Terms and Conditions are specifically approved and accepted by the Client – including its representative – who declares to have full knowledge and waives to invoke any contradictory document including its own General Terms or any other internal document that will be unenforceable to MARINESCENCE.

If any of this conditions were declared null, its nullity shall not damage the remaining conditions, which shall continue to be valid and be interpreted so as to comply with the original intent of the parties.

MARINESCENCE may at any time decide to modify these Terms and Conditions. The applicable Terms and Conditions are those that are available on the website when ordering the service.

I. GENERAL PROVISIONS

MARINESCENCE provides services that mainly facilitate the relationship between the Client – including its representative – and the qualified candidate. These services only include the following benefit:

- Definition of the Client's needs.
- Pre-diagnosis and engagement letter.
- Selection of targeted profiles.
- Individual interview.
- Evaluation of the profile and experience of the potential candidate.
- Verification of diploma, licenses, medical certificate and references of the candidate.
- Pre-selection of the qualified candidate to work onboard a ship, taking into account the Client needs.
- Proposal of CV based on identified needs of the Client.
- Linking the candidate with the Client.
- Follow up of the candidate's boarding.

These services are based on writing documents sent to MARINESCENCE by the Client – including its representative – as well as on oral information exchange during phone conversation and face to face meeting. These information are considered to be accurate and true. In the event of a pre-diagnosis, MARINESCENCE makes every effort to propose a nominee that meets the identified needs of the Client – including its representative – at the time of the signature of these Terms and Conditions.

II. RESPONSIBILITY

MARINESCENCE provides services on a best effort basis. In providing its services, MARINESCENCE warrants to provide all human resources and necessary diligences.

MARINESCENCE makes every effort to comply with applicable regulations, in particular the provisions of the Maritime Labour Convention, 2006, as well as associated regulations.

MARINESCENCE warrants to be holding an insurance in accordance with applicable regulations.

MARINESCENCE never charges directly or indirectly the candidate for any placement onboard a ship, in accordance with Standard A 1.4.5.b) of the Maritime Labour Convention, 2006.

At the time of the Client's request – or representative's request –, based on available information as well as on the statement obtained from the competent body, MARINESCENCE makes every effort to check license, certificate and diploma of the candidate, in compliance with applicable regulations on confidentiality and right to privacy. In any event, MARINESCENCE undertakes to report promptly to the Client – including its representative – the result of the verification, as soon as it become known.

It is hereby recalled that MARINESCENCE:

- Does not employ directly or indirectly the candidate/the crew member who will board on ships. This responsibility remains solely with the Client and its representative.
- Shall not be liable for any direct and/or indirect, tangible and/or intangible damages, related to the appointment of the candidate / the crew member.
- Shall not be liable for any misconduct, negligence or poor performance of the Client nor its representative.

- Shall not be liable for any negligence or omission of a third party over which MARINESCENCE has no power to control or monitor.
- Shall not be liable for all consequences of a disagreement or misunderstanding between the candidate/crew members who has boarded on ship and the Client or its representative.
- Shall not be liable for any disagreement or misunderstanding between the Client and its representative.
- Shall not be liable for the drafting of the employment contracts/seafarers employment agreements that are of permanent or fixe terms, as well as on travel or day basis. This duty is the responsibility of the Client – including its representative – which may, in case of difficulty, contact MARINESCENCE on manager@marinescence.com, being specified that MARINESCENCE has previously informed the candidate of his rights, in particular with respect to Standard A 2.1 of the Maritime Labour Convention, 2006.
- Does not interfere, directly or indirectly, in the payments of wages and other additional payments. This duty is the responsibility of the Client and its representative.

The Client – including its representative – warrants to MARINESCENCE as following:

- Being in possession of all relevant public authorizations so as to perform its professional activities with respect to applicable regulations.
- Complying with national and international labour regulations and in particular with the Maritime Labour Convention, 2006.
- Subscribing mandatory insurance to cover its civils and professionals liabilities in full compliance with applicable regulations. The Client agrees to maintain these guarantees during all the duration of the boarding of the seafarers and to justify upon request.
- Supporting travel expenses of the candidate / seafarers to join the ship.
- Refraining from transmitting to any third party any information – identity, CV, personal data – related to the candidate proposed by MARINESCENCE, unless prior written consent.

The information exchanged between the Client – including its representative – and MARINESCENCE are considered as strictly confidential to the extent that they have not been made publicly available by other means. MARINESCENCE and the Client – including its representative – hereby agree to maintain strictly confidential all information and document exchanged under the placement of the candidate.

By signing these Terms and Conditions, the representative of the Client expressly warrants to MARINESCENCE that:

- The representative acts on the behalf of the Client.
- He has informed the Client of the Terms and Conditions.
- If any difficulty occurs during the implementation of these Terms and Conditions, the representative will take necessary actions in order to ensure direct contact between the Client and MARINESCENCE so as to solve the matter.

III. FEE – PAYMENTS PROCESS

1. Overview

Each Client's request will require MARINESCENCE to provide significant work of research as well as important investment in human resources and material. The Client undertakes to pay the price in the timeframe as agreed in these Terms and Conditions.

Prices are quoted in euro (€) and do not include VAT.

MARINESCENCE reserves the right to modify its fee policy anytime and without prior notice. The applicable fee is the one indicated in the Terms and Conditions at the time of the validation of the order.

2. Cancellation fee

In the event of cancellation by the Client for any reason other than force majeure, and with regard to diligence already carried out in searching for the best candidate in line with the Client's needs, MARINESCENCE reserves its right to ask for the Client to pay a lump sum not exceeding 50€ free of taxes, in order to cover costs already incurred.

3. Pricing

The fees charges by MARINESCENCE are calculated as following:

- For any contract/replacement for less than or equal to 30 days: 30% of the total wage (including bonuses).
- For all contract/replacement over 30 days:

- For a Stewardess, Steward or Deckhand position: 75% of the first wage before taxes.
- For a Chef position: 80% of the first wage before taxes.
- For a Cook position: 80% of the first wage before taxes.
- For a Chief Steward or Chief Stewardess: 80% of the first wage before taxes.
- For Cook/Stewardess or Cook/Steward or Deckhand/Engineer position: 80% of the first wage before taxes.
- For 1st Mate position: 80% of the first wage before taxes.
- For a Captain position: 100% of the first wage before taxes.
- For an Engineer position: 100% of the first wage before taxes.

Date, Name and Signature of the Client

[Preceded by words « Read and approved »]

MARINESCENCE draws the Client's attention to the following points:

- For any special request made during weekends or on rare, specific and high level profiles, an extra fee of 20% of the initial fee is applied to the Client.
- For a 6 months warranty, MARINESCENCE will charge 100% of the first wage before taxes for all positions.
- In the event that any candidate/crew member would be employed or reemployed during the year following the transmission – by MARINESCENCE – of the CV that lead up to the placement of the candidate/crew member on-board a ship, the Client agrees to be charged the placement fee as abovementioned in these Terms and Conditions.

In the event of an early termination of the employment agreement, MARINESCENCE will not charge any extra fee for the replacement of the position. This warranty is valid 4 months from the initial hiring, except for the following cases:

- Change of Captain.
- Change of owner.
- Change of the task/job/position originally planned.

4. Payment period

The bill is issued on the day of validation of the recruitment, i.e. when a hiring date is confirmed either in writing or verbally by the Client. Upon receipt of the bill issued by MARINESCENCE, the Client must pay in full – by bank cheque, bank transfer or blue card – over the following terms:

- At the end of the mission, for less than or equal 30 days placements.
- Within 15 calendars days from the date of issue, for more than 30 days placements.

In the event of non-payment or unjustified delay with the abovementioned payment deadlines, and pursuant to article 441-6 of the Code de commerce, penalties for late payment are due starting the day after the deadline for payment, without any reminder. The rate of penalty is three times the legal interest rate known at the time of the signature of these Terms and Conditions, the rate being equal to the latest interest rate of the European Central Bank (REFI) plus 10 percentage points. In addition, a lump sum of 40 € for recovery costs is due by the Client for late payment.

With respect to commercial vessels and/or vessels providing charters, the Client can ask for an invoice free of taxes provided that the following documents are transmitted to MARINESCENCE:

- Ongoing chartering agreement.
- European VAT number.
- Commercial certificate/ acte de francisation (RIF and French flag).
- List of crew members.

It is recalled that concerning commercial vessels, and in case of any difficulty related to the VAT collection, the Client is solely responsible of any related payment.

IV. APPLICABLE LAW – COMPETENT JURISDICTION

All issue that affect the application or the interpretation of these Terms and Conditions are governed by French Law and submitted the jurisdiction of the competent courts, upon request of one of the parties . Any dispute is subject to prior consultation in order to find a mutually acceptable solution. Otherwise, parties may decide to seize the competent court.