

APPENDIX A



Swire Shipping (Europe Repr. Office)

Warham Road
Wells Next
The Sea
Norfolk
NR23 1QA
United Kingdom
Tel : +442033181728

Date; 20th June ,2017.

Attention;

SWIRE SHIPPING EMPLOYMENT TERMS AND AGREEMENT

In conformation with our employment procedures, we are pleased to offer you a position in our company as **MASTER**. The employment period will commence from the 10th August, 2017 or as agreed, for a total duration of 24 months after which time said employment shall cease or shall be renewed for a further 1 year or as to be mutually agreed.

This offer is subject to:

- (a) Approval of the Relevant Work Documents.
- (b) The Authentication of your Seaman Documents (COC). Also to be completed before our start date.

1. REMUNERATION AND OTHER BENEFIT:

(A) *Salary*: The Company shall pay you a basic salary of Eight Thousand Five Hundred and Eighty British Pounds Sterling (8,580.00GBP) per month net after tax, for the services of the Employee, payable at regular payroll periods of 30 days.

(B) *Health Care*: **SWIRE SHIPPING** will provide you with follow-on care for injuries suffered during the term of contract.

(E) *Mobilization*: - To enable you relocate. First month salary: Mobilization allowances which cover the cost of your flight: miscellaneous expenses you may incur in trying to acquire required documents: these will be paid immediately you satisfy all requirement by the Immigration Office.

2. Duties and Position:- SWIRE SHIPPING employs you in the capacity as **MASTER** .

DUTIES ARE AS FOLLOWS: Assume command of the assigned vessel and you are in charge of officers and crew. Assure that the vessel is maintained in such a manner that any and all assignments can be carried out safely and

efficiently. Operate the vessel at sea in accordance with international rule of the road; navigate by the use of charts, beacons, buoys, radar or echo sounder and generally conversant with all navigational aids carried on the assigned vessel. Conduct regular firefighting, lifesaving and emergency procedure exercises to evaluate and maintain crew proficiency. Ensure that the vessel is properly equipped, stored and provisioned in keeping with the vessels assignment; assure that company's policy regarding quantity and quality of food is carried out and prevent the waste of food and other consumable stores. Hold full responsibility for the discipline, health, training and general well-being of all members of the crew, etc Among other responsibilities

3. Work Location: You will be base in **ISLAND CHIEF (MULTI-PURPOSE VESSEL) , North Sea / NZ Coast (Trans Tasman Line)**. Upon resumption you will be on a rotational period of **2month On and 2month Off**.

Employee agrees to work such hours and on such shifts as Company may designate, subject to the minimum hours of rest allowed as per STCW requirements. Any extra hour worked will be treated as overtime and will be adequately compensated.

However, it is possible that Employee's work schedule and/or vessels assignment may be adjusted from time to time depending on operational changes, such as termination of vessels charter, vessel dry-docking, or for any reason whatsoever including but not limited to the loss or founding of the vessel. Employee also understands that due to the vagaries of transportation, operation of the vessel, and similar situations, It may not always be possible to provide Employee with a relief on the exact day as specified in the Work Schedule. All flight ticket will be taken care of by the company.

4. Traveling: Company will provide Employee with passage from ("Point of Origin") to the Area Of Operations and vice versa. Company reserves the right to select the type of transportation to be furnished and Employee undertakes to proceed. With due speed, to the area of operations on the date and by the route selected by the Company.

5. Employee to Devote Full Time to Company:-The Employee will devote full time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies.

For the safety of the Employee and fellow crew members, Employee shall notify Company of any illness, injury or medication (prescribed or otherwise) which may impair or otherwise adversely impede Employee's performance of his/her duties during the term of this agreement.

6. Confidentiality of Proprietary Information:- Employee shall not, during this Agreement or thereafter, impact any information relative to the business or affairs of Company or its customers to anyone except employees of Company entitled to receive such information. Breach of this clause shall be considered a reason to terminate this Agreement for cause under the provisions of Clause 8 below.

7. Disability:- In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than four weeks, the compensation otherwise due during said illness or incapacity will be reduced by 20 percent .The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over three months, the Company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.

8. Termination of Agreement: - Without cause, **SWIRE SHIPPING** may terminate this agreement at any time upon 30 days' written notice to the Employee. The Employee will continue to perform his/her duties If the Company requests and may be paid his/her regular salary up to the date of termination. In the event Termination Notice is given by the

Company, Employee will be paid One Month (including travel time) at the fully consolidated compensation rate as indicated in Clause 1A.

Employee agrees to follow basic standards of courtesy and good behaviour with regard to fellow workers to fulfil Employee's employment obligations to the Company and its clients, to refrain from any wilful action which would harm persons or property or damage the Company's reputation or business, and to respect and obey applicable laws, rules and regulations, without limiting these general standards of conduct, Employee understands that grounds for immediate termination for cause subject to the conditions of clause 8, shall include, but not be limited to the following serious defaults of Employee's obligations under this Agreement:

- A. Any breach of this Agreement.
- B. Inability or unwillingness to perform duties in a satisfactory manner.
- C. Failure to ensure the safe operation of the vessel to which assigned
- D. Failure to perform duties in a manner that ensures Employee's own safety and the safety to the other crew members
- E. Use of alcohol or narcotics which is strictly prohibited on board any vessel and ashore to the extent that Employee's efficiency is impaired or causes conduct detrimental to the Company's reputation
- F. Bringing on board, or attempting to bring on board narcotics or alcoholic beverages or other medications which may impede safe performance
- G. Disposing of, or attempting to dispose of any item of the vessel's stores, equipment, fittings, fuel, cargo, or other property without the permission of the Company
- H. Theft, attempted theft, or unlawful possession of any item of the vessel's stores, equipment, fittings, fuel, cargo or other Company or Customer property.

9. Death Benefit:- Should Employee die during the term of employment, the Company shall pay to Employee's estate any compensation due through the end of the month in which death occurred.

10. Assistance in Litigation:- Employee shall upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

11. Effect of Prior Agreements:- This Agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

12. Settlement by Arbitration:- Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the United Kingdom Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

13. Limited Effect of Waiver by Company:- Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.

14. Severability:- If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Company(or any predecessor thereof) and the Employee shall be deemed reinstated as if this agreement had not been executed.

15. Assumption of Agreement by Company's Successors and Assignees:- The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the Company's successors and assignees.

16. Oral Modifications Not Binding:- This instrument is the entire agreement of the Company and the Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Yours faithfully,



Mr. James Woodrow
Chairman, Managing Director

I have read, understood and accepted the conditions.

Print Full Name:-----

Signature:-----

Date:-----

