

General Terms & Conditions

Flexbox Crewing B.V.
Flexbox Crewing Ltd.

Introduction and explanation

Flexbox Crewing is a collaboration between two limited companies:

Flexbox Crewing B.V., registered at the Dutch chamber of commerce. Registration ID / KVK: 81565186, seated at Antoniuslaan 1a, 3341GA, Hendrik-Ido-Ambacht, The Netherlands.

Flexbox Crewing Ltd., registered at the chamber of commerce in Limassol Cyprus. Registration ID: HR416846, seated at 246 Arch. Makariou III Avenue, Salamis Court, Office 4, 3105 Limassol – Cyprus.

Together, these two entities are known as Flexbox Crewing. Their services are primarily focused on the maritime industry, including seafaring, inland shipping, offshore work, and shore-based activities. These services consist of recruitment, secondment, payrolling, salary administration, barge management, and barge delivery. The two branch offices work together in a single internal software system to provide complementary services within the framework of local laws and regulations in their respective jurisdictions.

These terms and conditions apply to all services provided by Flexbox Crewing, while specific collaborations or services will be accompanied by a clear frame agreement in the name of the respective branch office with additional terms and conditions if required. Any agreements, contracts, confirmations, and invoices will always clearly indicate the specific Flexbox Crewing entity with which business is being conducted. Each entity is solely responsible and liable for its own business, and all general terms and conditions, are the same for both entities and therefore shared in this one document for the sake of simplicity.

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Article 1. | DEFINITIONS

The following definitions shall apply to these General Conditions:

- **Flexbox Crewing:** both entities of Flexbox Crewing, being Flexbox Crewing Ltd and Flexbox Crewing B.V., which supply Personnel and related services to the Client to perform activities under the supervision and management of the Client.
- **Employee:** the natural person, acting in the exercise of a profession or business who, in the context of the agreement between Flexbox and the Client, is supplied by Flexbox to the Client to perform duties under the Client's supervision. The nature of the exact relationship between Employee and Flexbox, whether it be employee/employer, self-employed/agent, or any other construct, is not relevant.
- **Candidate:** any natural person who is proposed by Flexbox to the Client as a potential placement to work under the Client's supervision. This includes individuals who are being considered for a position as well as those who have been shortlisted or interviewed by the Client.
- **Client:** each legal entity to whom Flexbox Crewing provides employees or candidates for payment of the rate or fee to perform activities under its management and supervision. In case of a recruitment and selection assignment, the Client requests Flexbox Crewing to supply candidate(s) to fulfill one or more vacancies at the Client.
- **Assignment:** the agreement made between the Client and Flexbox based on which, Employees are supplied, recruited to the Client to perform activities under the Client's supervision and management. In exchange for these services, the Client pays a fee to Flexbox Crewing
- **Rate:** the amount of compensation per unit of time as agreed between Client and Flexbox Crewing for the supply of Personnel. The unit of time can be hour, day, week or month. The rate is excluding travel-, accommodation- and hotel costs, expenses for food and beverages, visa, medical assessments and training, unless otherwise agreed explicitly in writing.
- **Fee:** the compensation that the Client agrees to pay to Flexbox Crewing for a Recruitment & Selection Assignment. This fee is calculated as a percentage of the Annual Salary, which is defined below.

- **Annual Salary:** The Annual Salary includes the gross annual salary, as well as the statutory holiday allowance and all other fixed emoluments that are agreed upon with the Client at the time of employment.
- **Recruitment & Selection:** the agreement between Flexbox Crewing and the Client, in which Flexbox Crewing is assigned to recruit and select one or more candidates who will be directly employed by the Client.
- **Payrolling:** the provision of Employees who are employed by Flexbox Crewing and supplied exclusively to the Client under a Payroll Agreement. The Employees are to be recruited and selected by the Client themselves.
- **Conditions:** These are the underlying terms and conditions that govern the agreements between Flexbox Crewing and Clients.
- **Ship:** both sea-going vessels, as well as river barges.
- **Parties:** Flexbox and the Client
- **Written:** includes both traditional written communication as well as communication by email, WhatsApp, and other new media.

Article 2. | ESTABLISHMENT OF THE ASSIGNMENT AND APPLICABILITY OF THE GENERAL CONDITIONS

1. The Assignment is considered confirmed once Flexbox Crewing provides a written proposal/quotation and the Client responds with written confirmation, or at the latest, when Flexbox Crewing supplies employees to the Client / the Client accepts the supplied employee onboard. The confirmation will include the branch office information, which will also be responsible for sending the invoice after the completion of the assignment.
2. These General Conditions apply to all legal relations between Flexbox Crewing and the Client, including all offers, proposals, and calculations from Flexbox Crewing to the Client. Any other general terms and conditions do not apply to the legal relationship between Flexbox Crewing and the Client and are explicitly renounced by Flexbox Crewing unless explicitly agreed upon in writing.
3. Once the Client agrees to these General Conditions, they apply to all subsequent Assignments between Flexbox Crewing and the

Client. The Conditions are deemed accepted and applicable to each Assignment.

4. If any provision of these General Conditions is nullified, declared null and void, or declared inapplicable, the other provisions remain fully effective. In such circumstances, the parties will replace the nullified, null and void, or inapplicable provision with a valid and enforceable provision that reflects the intention of the nullified, null and void, or inapplicable provision as closely as possible.
5. Flexbox Crewing reserves the right to amend or add to these General Conditions. If any changes are made, the amended General Conditions will apply to quotations, assignments, and other agreements that have already been made, starting one month after the Client receives written notice of the amendment. The Client may explicitly inform Flexbox Crewing in writing if they do not agree with the amendments.
6. The Parties are obliged to comply with the applicable laws and regulations.

Article 3. | OFFERS & QUOTATIONS

1. All offers made by Flexbox Crewing are non-committal unless a specific term for acceptance is mentioned in the offer. This means that the Client is under no obligation to accept the offer, even if they have requested it.
2. Offers made by Flexbox Crewing do not automatically apply to future agreements.
3. Any apparent errors or mistakes in the offer are non-binding for Flexbox Crewing

Article 4. | SELECTION POLICY FLEXBOX

1. Flexbox Crewing will suggest Employees for Clients based on their claimed capacity and skills, as well as the information provided by the Client regarding the activities to be assigned.
2. Clients are responsible for verifying the certificates and diplomas of Employees required for the job and the territory.
3. During the Assignment, Flexbox Crewing may offer replacement Employees to the Client if the original Employee is unable to perform their duties. The applicable rate for such replacement will be determined by Flexbox Crewing.
4. If an Employee appears to lack the necessary competencies and qualifications, the Client must inform Flexbox Crewing in writing with reasons

no later than the end of the third working day. Flexbox Crewing will make an effort to provide a replacement as soon as possible and will bear the cost of repatriating the replaced Employee.

Article 5. | EQUAL TREATMENT FOR EQUAL WORK

1. The Client commits to treating employees provided by Flexbox Crewing no differently than their own employees with respect to working hours and conditions.
2. If a collective arrangement is applicable and involves the Client, Flexbox Crewing may need to apply this arrangement. The Client must report the full content of the arrangement when entering into the agreement and pay any resulting rate increase to Flexbox Crewing.
3. Employee remuneration shall be paid directly to the employee and will be determined before and/or during the assignment, in accordance with the remuneration standards of the Client. The payment should be equal to or equivalent to the payment made to the Client's employees who have a function equal or equivalent to the function of the employee from Flexbox Crewing.
4. Compliance with provisions applicable to the Client includes:
 - a) payment of the applicable wage for the period as per the scale;
 - b) applicable reduction in working hours per week/month/year/period. This can be compensated in time and/or money as determined by Flexbox Crewing;
 - c) payment of bonuses for overtime, shifted working hours, irregular hours (including public holiday bonuses), and shift bonuses;
 - d) payment of initial wage increases as determined in the user company's organization;
 - e) payment of allowances (insofar as Flexbox Crewing is permitted to pay the allowance exempt from wage tax and social security contributions) such as travel expenses, boarding house costs, equipment costs, and other costs necessary for performing the work;
 - f) payment of period-linked salary amounts as determined in the user company's organization.
5. The Client must inform Flexbox Crewing in a timely manner about the elements stated in paragraph 4. If the Client provides incorrect or insufficient information, Flexbox Crewing is entitled to correct the employee's remuneration

and the rate charged to the Client retroactively and invoice the Client for the remaining amount.

Article 6. | LOCATION OF ASSIGNMENT

1. Before the start of the assignment, the Client must inform Flexbox Crewing of the location where the activities will be executed and the expected duration of the activities. If there are any changes in the sailing area, working area, country or place of the activities, the Client must inform Flexbox Crewing as soon as possible.
2. If there is a change in location, Flexbox Crewing may recall the Employee without providing any reasons. In such cases, the Client is responsible for repatriating the Employee immediately and at their own expense.
3. Any extra costs arising from a change in the location of employment, such as local taxes, social security contributions, work permits or visas, are not included in the Rate and shall be invoiced to the Client at cost, unless otherwise agreed in writing.

Article 7. | SAFETY GUARANTEES

1. The Employee shall be under the authority and supervision of the Client for the duration of the activities. The Client is obliged to provide guidance and supervision to the Employee as required.
2. The Client shall organize, maintain and supervise the work environment in such a manner that the Employee is protected against physical harm, damage to property, and threats to their integrity. The Client shall provide instructions regarding the conduct of work in compliance with the nature of the activities to be conducted.
3. The Client shall be liable for all damage suffered by the Employee due to the degradation of their health or threats to their safety.
4. The Client shall ensure that the Employee's integrity is at all times safeguarded from discrimination, racism, sexism, or any form of exclusion or abuse based on race, color, religion, national origin, age, disability, sexual orientation, gender identity, or any other protected characteristic under applicable laws. The Client shall have a zero-tolerance policy towards any form of harassment, bullying, or discrimination in the workplace, and shall take appropriate

measures to prevent, investigate, and address such behavior.

5. The Client shall comply with all employers' obligations imposed by applicable labour law with regard to safety and working conditions, including drafting a RI&E. The Client shall also comply with any further locally applicable laws and/or regulations.
6. If ship and/or crew, in the exclusive opinion of Flexbox Crewing or the assigned Employee are not adequate, then Flexbox Crewing or the Employee have the right to immobilise the ship and/or to rescind the agreement without requiring a default notice. The Client remains bound to pay the stipulated fee in full and to compensate all damage of Flexbox Crewing.
7. Based on Flexbox Crewing Drugs and Alcohol policy, which is mandatory for every employee, and for general safety at work, the Client must ensure that the Employee:
 - a) shall not consume alcohol or drugs during work;
 - b) is not under the influence of alcohol and drugs during work;
 - c) does not consume excessive amounts of alcohol or drugs outside working hours, if the Employee is in the serve of Flexbox Crewing and is engaged in that capacity in project work;
 - d) observes an alcohol-free period of at least eight hours after alcohol consumption, before commencing work/activities again
8. Flexbox Crewing shall always fully cooperate with the execution of the Clients Drugs & Alcohol policy.
9. The Client agrees to indemnify, defend and hold Flexbox Crewing harmless against all claims made against Flexbox Crewing on account of non-performance by the Client of the obligations referred to in this Article. Flexbox Crewing is authorized to assign the claims in respect thereof to the party or parties directly concerned or assert the claims against the Client on behalf of Flexbox Crewing.

Article 8. | LIABILITY, INSURANCES, AND INDEMNITY

1. The obligations of Flexbox Crewing qualify as a best-effort undertaking. Flexbox Crewing therefore never bears liability for damage resulting from shortcomings in the skills of, or in

the actual implementation of the work done, by the Employee which become apparent after the adoption of the Assignment.

2. Flexbox Crewing is not liable for any damage or loss suffered by the Employee or caused by the Employee, caused in whatever manner, nor for consequential damage, lost profit, and any other damages suffered or to be suffered by the Client and/or by third parties.
3. To the full exclusion referred to in paragraph 2, there is an exception when the Client proves that the damage was caused by intention or gross negligence on the side of Flexbox Crewing. In this case, Flexbox Crewing restricts its' liability to 50% of the amount invoiced to the Client for making available the Employee who is in the closest connection to the effectuation of the damage and in any case to a maximum of the invoice value of 1 month. Flexbox Crewing is entitled to take measures to prevent or limit any loss or damage.
4. All legal claims against Flexbox Crewing expire one year after they arise.
5. The Client must insure the Employee and any other crewmember on board of Ships against any damages to the Ship and/or third parties, especially under the "Hull and Machinery" and "Protection & Indemnity" insurances of the Ship.
6. The Client must also have adequate, comprehensive liability insurance that provides coverage for the Employee made available by Flexbox Crewing against all direct and indirect damages referred to in this article.
7. The Client indemnifies Flexbox Crewing and the Employee against claims of other employees of the Client or third parties, including subcontractors, customers, or auxiliary persons of the Client.
8. The provisions of this article also apply during the Employee's traveling days from the residential address to the work location and vice versa.

Article 9. | PROHIBITION OF SECONDING ON AND DIRECT EMPLOYMENT RELATIONSHIP

1. The Client is prohibited from making the Employee available to a third party to be employed under the management and supervision of that third party.

2. The Client is not allowed to enter into an employment contract or any other form of an employment relationship with the Employee during the Assignment period or within 12 months after the Assignment has ended, unless the Employee has worked at least 2190 hours for the Client based on an Assignment between Flexbox Crewing and the Client.
3. If the Client violates the terms outlined in paragraphs 1. and 2., they will be required to pay Flexbox Crewing a monetary fine of € 5,000 per violation, plus an additional € 700 for each day the violation continues. Flexbox Crewing also reserves the right to seek further compensation for any damages caused by the violation.

Article 10. | PAYMENT CONDITIONS

1. Invoices must be paid within 14 calendar days after dispatch, unless the invoice states otherwise. Some services like payrolling might have shorter due dates stated in their service agreements. The Client is not permitted to set off unless as stipulated in paragraph 2 of this article.
2. Payments by the Client to the Employee are always made at the Client's risk. Any advance payments made by the Client to the Employee can only be set off against the amount that the Client owes to Flexbox Crewing if prior written approval has been given by Flexbox and receipts signed by the Employee have been submitted.
3. The Client is responsible for providing Flexbox with correct and timely information regarding the Employee's working hours and/or working days. Authorization is always done in writing unless agreed otherwise.
4. If the Client fails to comply with the provisions of paragraph 3 of this article, Flexbox Crewing may decide to issue invoices to the Client based on the facts and circumstances known to Flexbox Crewing. Flexbox Crewing will try to avoid doing so without prior proper consultation with the Client.
5. Any comments, desired adjustments, or protests on the issued invoice must be given in writing by the Client within 5 days of the invoice issue date.
6. If the Client fails to comply with their payment obligation, default becomes effective legally without requiring any further default notice.
7. From the moment default becomes effective, the Client owes the statutory commercial interest

rate. The statutory commercial interest is calculated from the day that the default becomes effective until the day that the full outstanding payment has been settled.

8. In case of non-timely payment, Flexbox Crewing may proceed with the collection, and the amount of the claim will be increased by 10% administrative costs, with a minimum amount of € 400. Additionally, all legal and extrajudicial costs will be chargeable to the Client for the amount paid or owed by Flexbox Crewing.

Article 11. | RATES

1. The Client owes Flexbox Crewing a rate for making the Employee available, which Flexbox Crewing will confirm in writing (including e-mail) or by telephone if written confirmation is not possible. In case of any changes in rates according to legislation, collective bargaining agreements, or any other regulations, Flexbox Crewing will notify the Client and apply the new rates from the time of commencement.
2. Unless Flexbox Crewing has given its written permission, the Client is forbidden to employ the Employee in a different function or rank from the one that has been agreed upon between the Client and Flexbox Crewing.
3. If the Employee is deployed in a lower function or rank than has been agreed upon between the Client and Flexbox Crewing, the agreed rate remains applicable.
4. If the Employee is deployed in a higher rank or function than has been agreed upon between the Client and Flexbox Crewing, the daily rate will be adjusted accordingly.
5. The rate is exclusive of costs for travel, accommodation, food, visa(s), medical examination, and training unless otherwise agreed in writing. Such costs shall be charged to the Client at cost. Traveling hours shall be invoiced against the applicable rate unless otherwise agreed between Parties in writing.
6. If Parties have agreed upon a Recruitment & Selection Agreement, then Flexbox Crewing shall charge a fee to the Client as described in articles 1 and 15.

Article 12. | RESIGNATION AND DISSOLUTION

1. The Assignment will be in effect for a specified period of time or the duration of a project or

voyage. Unless otherwise agreed in writing by both parties, the Assignment will only end upon the expiration of the agreed duration.

2. If the Client deploys the Employee for an assignment shorter than 28 working days, for fewer days than is agreed upon, then the Client still owes the fee for the total number that was established.
3. If either party fails to fulfill its obligations under the Assignment, the other party may cancel the Assignment by registered letter, in addition to the provisions of the Assignment. However, before the dissolution of the Assignment, the defaulting party must receive a written notice of default, allowing a reasonable period to remedy the breach.
4. Either party may cancel the Assignment in whole or in part by registered letter with immediate effect, without judicial intervention or reminder, in case of bankruptcy, moratorium, liquidation, cessation of business, or seizure of (part of) the assets of the other party.
5. If the Client fails to perform any obligation under the Assignment, even after receiving a notice of default, Flexbox Crewing may suspend its obligations to the Client without any obligation to pay compensation. Alternatively, the Client must provide financial security in the form of an advance or (bank) guarantee, proportional to the Client's obligations under the Assignment. Flexbox Crewing may also suspend its obligations if any circumstances mentioned in Paragraph 4 arise.
6. If Flexbox Crewing has serious doubts about the Client's financial position, the Client must provide financial security as referred to in Paragraph 5, upon request.

Article 13. | NON-ATTRIBUTABLE FAILING (FORCE MAJEURE)

1. In case of Force Majeure, Flexbox Crewing's contractual obligations will be suspended for the duration of the event. Force Majeure refers to circumstances beyond the control of Flexbox Crewing that permanently or temporarily prevent Flexbox Crewing from fulfilling the contract, and the risk of which should not be borne by Flexbox under the law or in terms of reasonableness and fairness.

- Force Majeure events include, but are not limited to, strikes, sit-down strikes, blockades, embargoes, government actions, war, revolution, power failures, breakdowns in electronic communication networks, fire, explosion, other emergencies, water damage, floods, earthquakes, natural disasters, and epidemic diseases affecting Flexbox Crewing's employees.
- Either party, including the Client, may terminate the Assignment by giving written notice to the other party if the Force Majeure event lasts for three months or more, without requiring any prior notice.
- Flexbox Crewing is not obliged to compensate the Client for any damages during the Force Majeure event, nor is Flexbox Crewing required to do so after the termination of the Assignment as mentioned in paragraph 3 of this article.

Article 14. | ILLNESS EMPLOYEE AND REPATRIATION

- In case of illness or accident in which repatriation is necessary all the travelling expenses are at the expenses of the Client unless agreed upon differently in writing. In this respect also any costs arising from making a deputy available in time are included.
- In case of an accident with involvement of an assigned Employee, the Client is expected to inform Flexbox Crewing as soon as possible. The Client is responsible to file a report about the accident.
- Should the Client send an Employee away due to repeated misconduct, then the travelling and deputy expenses referred to in paragraph 1 of this article are at the expenses of Flexbox Crewing. Flexbox Crewing then has the obligation to perform to the best of its ability to provide an adequate deputy at the shortest possible notice and with all the remedies and knowledge that are available to Flexbox Crewing.

Article 15. | RECRUITMENT & SELECTION

- Flexbox Crewing charges a fee for the successful conclusion of the recruitment and selection procedure. The procedure is considered successful when the candidate proposed by Flexbox Crewing is approved by the Client.
- The fee is determined in the recruitment request and is based on the position recruited for. It

cannot be less than 12% of the annual salary as defined in Article 1 of these General Conditions. Unless otherwise agreed between Flexbox Crewing and the Client, no advertising costs or miscellaneous expenses will be passed on to the Client.

- If the Client directly enters into an employment contract with a candidate, or hires a candidate proposed by Flexbox Crewing, during the recruitment and selection process or within twelve months thereafter, the Client will be charged a penalty by Flexbox Crewing. The penalty will be equal to the fee agreed upon for the recruitment and selection services, or the fee that would have been charged if no direct employment relationship had been entered into. The penalty will be immediately due and payable, and will not be open to judicial moderation.
- The candidate is selected by Flexbox Crewing based on (i) the Client's preferences regarding the required qualities and skills, and the information regarding the work to be performed, and (ii) the candidate's qualities and skills as known by Flexbox Crewing.
- Offering a position of employment to the candidate proposed by Flexbox Crewing is done entirely at the Client's own risk. Flexbox Crewing assumes no liability for the candidate's suitability for the position offered by the Client. Until the commencement of the employment contract between the Client and the candidate proposed by Flexbox Crewing, the Client will remain subject to the liability stipulations referred to in Article 8 of these General Conditions with respect to the Client.

Article 16. | PRIVACY AND DATA PROTECTION

- Flexbox Crewing and the Client, including their staff, must keep all information related to the Assignment strictly confidential. The Client will be held accountable for any unauthorized or careless usage and/or processing of personal information, while Flexbox Crewing will comply with all applicable laws and regulations regarding personal data.
- It is the responsibility of the Client to verify the identity of the Employee at the project location or on board the vessel. The Client may create a copy of the Employee's identity document for

administrative purposes unless the Employee has not granted permission.

3. If the Client suspects or detects a Security Breach, they must notify Flexbox Crewing and the relevant authorities promptly. Any damages resulting from the breach will be the Client's responsibility.
4. Flexbox Crewing cannot be held responsible for any fines or claims resulting from the Client or Flexbox Crewing's failure to comply with the obligations stated in this article.

Article 17. | CHOICE OF LAW AND FINAL PROVISIONS

1. All disputes shall be settled exclusively by the Court of Rotterdam, The Netherlands, Private Law Division with a Maritime Chamber. Flexbox may deviate from this rule of jurisdiction and apply to the statutory rules of jurisdiction. Dutch Law is applicable to all agreements and disputes between Flexbox and Clients.
2. Before appealing to the court of law, parties are obliged to exert themselves to resolve the dispute in mutual consultation.
3. Flexbox has the right to modify the content of these general conditions at any time.

These General Conditions apply to all agreements and assignments concluded with below entities of Flexbox Crewing:



FLEXBOX CREWING BV

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