MANNING AGENCY AGREEMENT

This Agreement, entered into by and between:

______________________, a corporation duly organized under the laws of ____________,
with offices at ____________________, hereinafter referred to as the PRINCIPAL;

and

______________________, a corporation duly organized under Philippine laws, with
offices at ____________________, hereinafter referred to as the AGENT;

WITNESSETH

WHEREAS, the PRINCIPAL desires to hire qualified and competent Filipino crew for its vessels;

WHEREAS, the AGENT represents that it is a duly-licensed manning agency and is competent to
carry out the services required by the PRINCIPAL;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants
herein contained, the parties hereby agree as follows:

Appointment

The PRINCIPAL hereby appoints the AGENT as the manning or crewing agent for its vessels for
purposes of recruiting Filipino crew for employment onboard the vessels owned or operated or
managed by the PRINCIPAL and the AGENT hereby accepts such appointment under the terms of
this Agreement.

Responsibilities of the Agent:

1. The Agent shall screen and engage competent and qualified Filipino crew in accordance
   with the recruitment instructions of the Principal. For this purpose, the Agent shall cause all
   crew hired pursuant to this Agreement, to enter into such terms and conditions as are agreed upon
   by the Principal and the Agent.

2. The agent shall arrange for the pre-employment physical and medical examinations of the crew.

3. The Agent shall arrange all visas, passports and other travel documents of the crew, including
   pre-departure orientation seminars.

4. The Agent shall make the necessary arrangements to ensure the timely arrival of the crew at the
designated port for the account of the Principal.
5. The Agent shall effect the prompt payment of allotments to the crew’s designated allottees in accordance with POEA rules and regulations and pertinent Philippine laws.

6. The Agent shall be responsible for the payment of contributions to the Social Security System; the employer’s contribution shall be chargeable to the Principal, and the crew’s contribution shall be deducted from the monthly payroll.

7. The Principal, through the Agent shall also be responsible for the payment of crew contribution to the Seafarer’s Welfare Fund.

8. The Agent, shall upon prior clearance from the Principal, effect the transfer, replacement or termination of crew.

9. The Agent shall keep the Principal informed at all times of any demand, claim or legal action brought against the Principal and the Agent, by the crew hired under this Agreement.

10. The Agent shall maintain complete accounts and records of all crew hired on behalf of the Principal and shall provide the Principal of such information as may be reasonably required by the Principal.

Responsibilities of the Principal

1. The Principal shall furnish the Agent with recruitment instructions with regards to the required manpower complement for a particular vessel.

2. The Principal shall provide the Agent with a complete set of its policies relative to shipboard personnel or standards for recruitment or any other material or information that may assist the Agent in the performance of its undertaking under this Agreement.

3. The Principal shall be responsible for the payment of the crew’s airfare and other travel expenses to and from the vessel, hospitalization, sickness compensation, disability, death benefits and other payments due to the crew. The scope of such payments shall be in accordance with relevant Collective Bargaining Agreements (CBA) and/or benefits specified under the POEA Standard employment contract in case of sickness, injury or death of the crew.

4. The Principal shall be responsible to take or arrange Protection and Indemnity (P&I) coverage with a reputable P & I Club, specifically to cover the benefits to which the crew are entitled to under the POEA Standard employment contract while this Agreement is in effect.

5. The Principal shall remit thru the Agent, 80% of the crew’s basic salary to be paid by the Agent to the nominated beneficiary/allottee.

6. The Principal shall reimburse the Agent for all expenses of whatsoever kind, which are incurred by the Agent in connection with the services hereby contracted for.

Agent’s Compensation and Reimbursable Expenses

For and in consideration of the services of the Agent, the Principal agrees to pay and reimburse the Agent the following:

(Note: These are subject to negotiations between the Agent and the Principal)

Period of Agreement

This Agreement shall be effective from the date of execution until terminated in accordance with
Termination of Agreement

This Agreement, upon written notice to the other party, shall be terminated or cancelled effective immediately due to the following ::

(Note: Parties should determine the grounds for termination)

This agreement may be terminated by the Parties with a _______ days/months prior written notice given by either party.

Dismissal of Seamen

A crew may be dismissed for any of the just causes for dismissal provided for under the POEA Standard Employment Contract and the Labor Code of the Philippines and in accordance with the procedures on due process as mandated by Philippine law.

Governing Law

This Agreement shall be governed by the laws of the Philippines.

Notices

Any notice to the Principal shall be sent to the Principal at the following address:

Any notice to the Agent shall be sent to the Agent at the following address:

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of __________ at ____________________>

Principal

Philippine Agent