

PART II

MANCON 2020 Contract for the Provision of Security Guards to PMSCs (v2.0 dated 13 Mar 20)

SECTION 1 – BASIS OF THE CONTRACT

1. **Definitions.** In this Contract save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

“**Supplier**” shall mean the party stated in Box 3. It can also refer variously to any of the Supplier’s affiliated companies and/or companies within the Group of companies owned, or partly owned by the holding company.

“**PMSC**” shall mean the party stated in Box 4.

“**CHOP**” means *CH*ange of *PM*SC and defines the moment that the responsibility for a Security Guard or Team switches from one PMSC to another.

“**CHOP Date**” means the date (and time) on which an MME team, individual or group of individuals is passed from one PMSC to another. This includes all responsibility for the daily cost, food and/or accommodation charges and, potentially, the cost of repatriation. Once the CHOP form (q.v.) is signed by both parties the transfer is irrevocable.

“**CHOP E-mail**” is the e-mail confirming the switch of responsibility for an MME team, individual or group of individuals from one PMSC to another. Acknowledgement by the donor PMSC commits them to handing over the nominated team on the CHOP date. Acknowledgement by the receiving PMSC commits them to take on full responsibility for the team, including repatriation at the end of the deployment if necessary.

“**Confidential Information**” shall have the meaning ascribed to it in Clause 52.

“**Controlled Goods**” means those goods, including firearms, body armour and helmets and other military use items which are subject to licensing approvals for import and export in accordance with the details of *the Export Control Order 2008*.

“**Counter Piracy Transits**” any voyage for which the PMSC is providing Counter Piracy services.

“**Demobilisation**” means the transfer of a Security Guard from the location where he finishes a transit to his country of residence (place of abode).

“**Deployment**” means the continuous period of time during which a Security Guard is away from his place of abode and available to conduct transits for PMSCs. It starts at mobilisation (qv) and ends with demobilisation (q.v.). A Deployment can comprise a number of Engagements (q.v.) with different PMSCs, or could comprise a single Engagement.

“**End Date**” means, in relation to any given Engagement (q.v.) and any given Security Guard, the date on which the Security Guard stops being in the employ, or under the contract of the PMSC, either because he has been taken over by another PMSC, or because he has been Demobilised.

“**Engagement**” means a period of employment or contract with a single PMSC which commences on the Start Date (q.v.) and ends on the End Date (q.v.).

“**Fee**” has the meaning given in Clause 22.

“**Firearms**” means firearms, ammunition and ancillaries.

“**GDPR**” means EU’s General Data Protection Regulation (GDPR), which was incorporated into UK Law as the *Data Protection Act 2018* (DPA18), replacing the repealed *Data Protection Act 1998*.

“**High Risk Area (HRA)**” means the area of the Red Sea and Indian Ocean, defined by Committee in Lloyds of London, designating the area deemed to be at risk from acts of Somali-based piracy, whose bounds are redefined from time to time.

“**Instruction Notice**” a notice issued by the PMSC to the Supplier pursuant to Clause 16.

“**In-Theatre Rate**” is the daily rate chargeable by the Supplier to the PMSC for a team member or full team whose engagement with the PMSC commences in theatre, i.e. not at their home

location, and for whom the engagement does not require mobilisation. The in-theatre rate is normally higher than the “mobilisation rate” (q.v.).

“**MME**”, an acronym for “MNG Maritime Manpower Exchange” means the system/process, covered by this contract, in which the supplier provides suitably trained, qualified and experienced contractors for PMSCs.

“**Mobilisation**” means the transfer of a Security Guard from his country of residence (place of abode) to a location whence he may embark on a client vessel.

“**Mobilisation Rate**” is the daily rate chargeable by the Supplier to the PMSC for a team member, or full team whose engagement with the PMSC commences at their home location, and for which mobilisation (at the PMSC’s expense) is required. The mobilisation rate is normally lower than the “In-theatre rate” (q.v.).

“**RIB**” means rigid inflatable boat (sometime RHIB – rigid hulled inflatable boat), which is a type of small craft 3m-15m long, constructed from a rigid hull, and possessing an inflatable protective (and buoyant) collar. The Supplier principally uses RIBs to conduct transfers to/from their VBAs.

“**Rules for the Use of Force**” means the rules under which the Security Personnel shall act as set out in the PMSC’s *Rules for the Use of Force*.

“**Security Equipment**” includes body armour, firearms, optics and other protective equipment, some of which are controlled goods (q.v.).

“**Security Guard**” means any individual providing Security Services pursuant to this Contract. They may also be known as Maritime Security Operator (MSO) or Sea Marshal. A Security Guard may be a Team Leader (TL) (q.v.) or a Team Member (TM) (q.v.).

“**Security Personnel**” means the personnel supplied to the PMSC for deployment on the PMSC’s client’s vessels.

“**Security Services**” has the meaning given in Clause 3.

“**Standard Operating Procedures**” means the PMSC’s standard operating procedures in accordance with which the security guards will perform their Services.

“**Start Date**” means, in relation to any given Engagement (q.v.) and any given Security Guard, the date on which the Security Guard enters the employ, or under the contract of the PMSC, which could occur either on the Supplier’s VBA, or at a port in or near the HRA or, if mobilised, could be at the Security Guard’s home.

“**STCW**” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 and 2010 and any amendment thereto or substitution thereof.

“**Team Leader**” means the assigned commander of a security guard team, who has additional responsibilities to the other team members.

“**Team Member**” means a Security Guard who does not have a designated command responsibility.

“**Third Parties**” means the PMSC’s Clients in respect of which the PMSC provides counter-piracy services.

“**Transfer Vessel/Craft**” means the RIB, service boat, crew boat or pilot boat that conveys a security team to/from the third party vessel to/from the VBA or land.

“**VBA**” means vessel-based armoury, also known as “floating armoury”, “logistic vessel” or “transfer vessel”.

“**Vessel**” means the vessel or vessels on board which a Security Guard is to provide security services.

“**Vessel Embarkation**” the time and place at which a Security Guard boards a Vessel from which he is to provide Security Services.

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2. Commencement, Appointment and Duration.

(a) With effect from the date stated in Box 2 for the commencement of the Contract the PMSC hereby appoints the Supplier and the Supplier hereby agrees to provide the described services.

(b) This Contract shall have an initial term of twelve (12) months from the date stated in Box 2 and thereafter shall continue in force until terminated by either party giving not less than the number of days' notice in Box 10 to the other party, whereupon this Contract shall terminate.

(c) Notwithstanding any other provision of this Contract, the PMSC shall not be obliged to deploy any Security Guards and if any given Security Guard is deployed by the PMSC then the PMSC shall not be obliged to deploy that (or any other) Security Guard again.

SECTION 2 – SCOPE OF SERVICES

3. The Supplier shall provide the PMSC with Security Guards to be engaged in Counter-Piracy Transits as required by the PMSC where it is understood they will be deployed for the purposes of protection and defence of the PMSC's client vessels during Transit against any actual, perceived or threatened acts of piracy under the supervision and responsibility of the PMSC (the "Security Services").

4. The period of employment ("Engagement") of each Security Guard shall be agreed on case by case basis. Any engagement shall commence on the Start Date and shall end on the End Date, which shall be calculated on the basis of the PMSC's requirements.

5. When engaged by the PMSC, the Security Guard shall be exclusively and fully available for tasking on counter-piracy transits for the PMSC.

6. For the purposes of billing and insurance liability, the Security Guard shall be deemed to be engaged by the PMSC for the duration of the engagement, from the start date to the end date.

7. If a change is necessary to the specification of the Security Services to conform to any applicable law that may be enacted from time to time, each party shall notify the other party and they shall negotiate in good faith with the intention of agreeing such changes to the Security Services as are necessary in order implement such changes.

8. The Supplier retains the right to change, reallocate or withdraw the Security Guard(s) nominated in Clause 4 above up until the agreed start date.

SECTION 3 – SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES

9. The Supplier undertakes to provide the Services listed using all reasonable skill and care and their responsibilities shall include the following (and other responsibilities as may be agreed):

(a) providing and maintaining the resources to perform the Services in accordance with the terms of this Contract;

(b) establishing and maintaining an operational point of contact available twenty-four (24) hours a day to deal with operational issues and queries arising out of the performance of the Services, which contact details are as stated in Box 11;

(c) undertaking that they have a policy on drugs and alcohol use (the "D&A Policy") that prohibits any of

its security guards from consuming alcohol or illicit drugs whilst working (a "zero tolerance" policy). The Supplier procures that it will ensure that the D&A Policy is fully understood by all security guards provided under the terms of this contract. Any actual impairment, shall not in and of itself mean that the Supplier has failed to exercise appropriate due diligence;

(d) assisting with the PMSC's due diligence process so that the PMSC can confirm to their satisfaction that the security guards offered meet their requirements, including all legal and compliance requirements, in every way;

(d) providing and maintaining accident and medical expense insurance for the Security Guards when not contracted to a PMSC;

(e) being responsible for the payment of salaries and all other benefits and emoluments and/or all other payments whatsoever to the security guards during the term of this Contract; and

(f) providing the necessary Security Personnel documents and Certificates to the PMSC, but no earlier than 5 working days from the planned date of engagement.

10. On receipt of the Instruction Notice, or equivalent the Supplier will confirm the availability of the Security Guards required. The Supplier will provide the names/details of the security guard(s) as soon as possible, but has no obligation to provide the details of the Security Guard(s) until 5 working days before the date of engagement. Following the successful selection of the Security Guard(s) and assuming that they are deploying from a VBA and that the PMSC has provided the Supplier with their policies, procedures, Standard Operating Procedures (SOPs), Rules for the Use of Force ("RUF") and HSE Code of Conduct Policies (if applicable) prior to the deployment, the Supplier shall conduct the following briefings for the Security Guards:

(a) briefing on the duties and the standard of performance required from the PMSC Security Guard, including the PMSC Rules for the Use of Force (RUF) and other standard operational procedures.

(b) briefing ensuring Security Guard's awareness and consent that during the deployment they:

(1) are representing the PMSC;

(2) are under the PMSC's command and control subject always to the orders of the Master of a third party vessel.

11. The Security Personnel supplied by the Supplier will be suitably qualified, trained and experienced to be deployed as Team Members and Team Leaders, as applicable, and the Supplier undertakes that each Security Guard:

(a) meets the criteria set out in Clause 6(b)(i) and (ii) of GUARDCON;

(b) speaks and writes English to an acceptable level;

(c) has completed a Maritime Security Officers' (MSO) Course;

(d) will receive PMSC-specific SOP and RuF training prior to the task, provided he embarks from an MNG Maritime VBA;

(e) has completed generic weapon handling training and live firing within 12 months of deployment and possesses a current Maritime Firearms

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Competency Certificate or other Certificate recognised by the PMSC;

(f) has completed (or will complete prior to a task) specific weapon handling training, and passed a weapon handling test on the PMSC's specific weapon type that will be used on the forthcoming transit (subject to the availability of the weapons on the VBA, and/or the location where the Security Guard embarks):

(g) has a valid Yellow Fever certificate;

(h) has a passport with 6 months or more before its expiry date; and

(j) will be issued a generic, smart and tidy, navy blue uniform, with removable velcro badges displaying the words "MARITIME SECURITY" and/or the PMSC's logo.

12. The Supplier undertakes to maintain its ISO 28000:2007 and ISO 28007:2015 certifications, specifically covering and referencing the MME service in the scope. Should these accreditations be withdrawn for any reason, or expire, the Supplier undertakes to inform the PMSC immediately.

13. The Supplier undertakes to use full discretion in the supply of trained manpower with the PMSC's clients, to ensure that the fact of pooled manpower is not disclosed to the PMSC's client by the Supplier or the Supplier's staff.

SECTION 4 – PMSC'S OBLIGATIONS AND RESPONSIBILITIES

14. The PMSC's responsibilities shall consist of the following (and other responsibilities as may be agreed):

(a) paying all sums due to the Supplier punctually in accordance with the terms of this Contract;

(b) supplying copies of all necessary documentation to:

(i) prove the legal incorporation of the PMSC and identify its home state, or state of nationality;

(ii) prove that the PMSC is licensed, approved and/or authorised by its home state to import and export controlled goods between jurisdictions, namely flagged vessels operating in international waters; and

(iii) prove that the controlled goods to be used by the security guards have been legally procured and are fully owned by the contracting PMSC, and are neither borrowed nor rented from a third party.

(c) ensuring that there is an extant, signed GUARDCON in place between the PMSC and the third party, and that the qualifications, experience and training of the security guard meet the requirements of the third party, as stated in the respective GUARDCON;

(d) providing Security Equipment, compliant with all applicable rules and regulations, and obtaining and maintaining permits and or licenses for firearms and other security equipment, which may be required in order for the Security Guard to perform the Security Services. The PMSC agrees that each guard will be provided, as a minimum, a working and maintained semi-automatic rifle (either 7.62mm or 5.56mm calibre), at least 100 rounds of serviceable ammunition, combat body armour comprising a jacket or plate holder complete with two ballistic plates and a ballistic helmet.

(e) providing the Supplier with their policies, procedures, Standard Operating Procedures (SOPs), Rules for the Use of Force ("RuF") and any other relevant Policies (if applicable) prior to the deployment in order for the Supplier to train the security guards to that standard (where practicable);

(f) providing and maintaining the insurances in accordance with Section 7 (Insurance Policies);

(g) procuring that the PMSC will regularly update the Supplier of the client vessel's latest ETA so that the Embarkation and/or Disembarkation Time can be met;

(h) establishing and maintaining an operational point of contact available twenty-four (24) hours a day to deal with operational issues and queries arising out of the performance of the Services, which contact details are as stated in Box 12;

(i) providing satisfactory accommodation and victualling (3 meals per day) as well as necessary transport/travel for the duration of the engagement; where the team/individual have to provide food for themselves, they will be granted an allowance of \$15 per person per meal (or \$45 per day), validated by actual receipts;

(j) assuming full responsibility and ownership of the Security Guard for the period of the engagement. The sole exception to this is for pay. (For avoidance of doubt, full delineation of responsibility is laid out at Annex B.)

(k) providing the PMSC's standard agreement, or contract for each team member to sign.

15. The PMSC hereby confirms that it holds valid ISO 28007:2015 certification. Should this accreditation be withdrawn for any reason, or expire, the PMSC undertakes to inform the Supplier immediately.

SECTION 5 – PROCESS/SEQUENCE

16. The PMSC shall notify the Supplier about their requirement for Security Guards by issuing an Instruction Notice. Each Instruction Notice shall specify:

(a) number of Security Guards required;

(b) nationality of Security Guards required;

(c) planned transit route;

(d) estimated duration of transit;

(e) any additional requirements; and

(f) date guards required at point of embarkation.

17. On receipt of the instruction notice or request, the Supplier will verify availability of teams, both in theatre, and out of theatre. Options will be offered to the PMSC which may include teams, or partial teams:

(a) that are already in theatre who will be engaged by the PMSC at the "in-theatre rate" from the start date; or

(b) that are in their home location who will be mobilised at the PMSC's expense and engaged by the PMSC at the "mobilisation" rate.

18. Occasionally, available in-theatre personnel/teams will be nearing the end of their contracted deployment, and will require repatriation at the PMSC's expense. Where this is the

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case, that requirement will be made known to the PMSC, who can then factor that requirement into their decision-making process.

19. Where an in theatre team is selected by the PMSC, a CHOP date is agreed by the parties, and a CHOP e-mail acknowledged by both the "donor" and the recipient of the team, or individuals, confirming the CHOP time and also the recipient PMSC's understanding that they are taking on full responsibility for the team, including, if necessary, repatriation and all insurances.

20. At the end of that transit, the PMSC may continue to employ the team or individuals for further transits under the same engagement for as long as the team is deployed, at which point that PMSC would be responsible for demobilisation.

21. On the other hand, if the PMSC finds he no longer needs that team following the first, or further transits, but the team still has time left in its deployment, the PMSC can offer up the team to the pool again. If no other PMSC needs the team at that point, the PMSC may demobilise the team at their expense. For operational reasons, MNG Maritime may, in certain circumstances agree to retain the team in theatre, at MNG Maritime's expense, and take over full responsibility for them.

SECTION 6 – FEES AND PAYMENT

22. In consideration of the Security Services performed, the PMSC shall pay the Supplier the fees as specified in Annex C (the "Fees"), or as shall be amended by mutual agreement from time to time, for the period of the engagement.

23. No payment shall be due to the Supplier in relation to any Security Guard for any period during which that Security Guard is not engaged by the PMSC pursuant to this Contract. For the avoidance of doubt if the Security Guard disembarks the PMSC's client vessel in a place where the Security Guard requires being demobilised, or being transported back to a VBA or such other location as agreed, the costs of that demobilisation or transport, including food and any accommodation, will be paid by the PMSC.

24. If, during the period of Deployment of any Security Guard, he is injured or falls ill, it is the responsibility of the PMSC, in conjunction with their insurance company, to provide the necessary medical support, and if necessary, repatriation. The Security Guard's fees will be payable for the duration of the Deployment, which will include any days in which the guard is undergoing repatriation, medical treatment and recuperation, where the injury is attributable to the contract, and therefore covered by the PMSC's insurance. In such circumstances a replacement security guard may be provided by the Supplier under a new contract, as negotiated by both parties.

25. The Supplier will invoice the PMSC every 14 days for the Services of each team. Payment for that invoice will be payable 7 days after the date of the invoice (or as stated in Box 9), which must be the same date as it was sent to and received by the PMSC.

26. Each invoice shall be accompanied by the list specifying the names of Security Guards deployed, the number of Security Guards Deployed, the periods of deployments inclusive of Start Date, and any other details as may be agreed between the Parties.

27. If a due payment is not made by the PMSC prior to a scheduled embarkation in accordance then the Supplier shall have the absolute right not to embark the Security Guards. The PMSC hereby indemnifies the Supplier against any consequences of having to take such action.

28. If the Vessel on which any given Security Guard is providing Security Services, is hijacked or pirated and/or if the Security Personnel are seized captured arrested or otherwise detained whether by pirates, armed men or the security forces of

a State then the Deployment is deemed to continue and the daily fee will continue to be due.

29. The PMSC will indemnify the Suppliers for any and all costs that are incurred including legal costs, bail and accommodation costs in the event that the Security Personnel are seized captured arrested or otherwise detained by the law enforcement agency of any State whilst on Deployment unless such detention arises from the fault of the Supplier.

30. The payment of the Fees constitutes payment in full for all of the Security Services and the means necessary to properly execute and deliver them, including but not limited to, taxed duties, levies and charges in respect of the Security Services, including VAT, if applicable.

31. The PMSC shall pay all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) imposed by law on the Security Guards and/or the PMSC's equipment.

32. Where there is a failure to pay invoices by the due date, as a result of errors or omissions of the PMSC employees, bankers or agents or otherwise for any reason, the Supplier will give notice to the PMSC to rectify the error and make payment within five banking days. In the event that the PMSC fails to make such a payment, the Supplier will have the right to charge interest at the rate of 2% per month on overdue sums or, if completed, at the rate specified in Box 8.

33. Where there is a failure to pay invoices by the due date, as a result of errors or omissions of the PMSC employees, bankers or agents or otherwise for any reason, the Supplier will give notice to the PMSC to rectify the error and make payment within five banking days. In the event that the PMSC fails to make such a payment, the Supplier will have the right to suspend performance of any, or all, of their obligations under this contract until such time as all the invoices due to the Supplier under the Contract have been received by the Supplier, including, but not limited to:

(i) the transfer of any PMSC's personnel off and/or onto one or more of the Supplier's VBAs, to/from the PMSC's client vessel, irrespective of whether those transfers include security guards contracted under the terms of this contract;

(ii) the transfer of any of the PMSC's equipment to/from any of the Supplier's vessels, to/from a PMSC's client vessel.

(iii) the provision of shuttle services.

34. The suspension of any obligations will not affect the PMSC's obligation to continue to pay for any of the Supplier's services being provided under this contract, or under FLARCON in respect of personnel and weapons and equipment.

35. The Supplier shall have the right to retain all PMSC owned weapons, equipment and related documentation held on any of the Supplier's vessels as security for all claims and/or loss and/or outstanding debts. The Supplier at his discretion may exercise a lien over the weapons and equipment and related documentation and sell or otherwise dispose of said property in order to recover the sums owed.

36. Where the Supplier chooses not to exercise any of the rights afforded to them by these Clauses 34-36 in respect of any particular late payment of invoices, or a series of late payments of invoices, under the Contract, this shall not be construed as a waiver of their right either to suspend services under Clause 33 or subsequently to apply interest to overdue sums under Clause 32, or to seize assets under Clause 35 in respect of any subsequent late payment under this Contract.

37. The PMSC shall indemnify the Supplier in respect of any liabilities incurred by the PMSC as a consequence of the

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Supplier's proper suspension of and/or withdrawal from any or all of their obligations under this Contract.

38. The PMSC shall make payment of each invoice by electronic transfer to the Supplier's bank account stated in Box 7. The payment shall be net of all charges by the PMSC's bank and the Intermediate Bank. The exact sum received into the Supplier's bank account will be the sum credited to the PMSC's account.

39. If the Supplier provides an invoice to the PMSC which is disputed, the PMSC shall pay the Supplier the undisputed amount of such invoice on the due date and shall notify the Supplier, in writing, of any disputed amount as soon as practicable.

40. If the PMSC requires the Supplier to perform services additional to those set out herein, both parties will agree in writing, prior to such services being provided, on the nature of the additional services to be provided and the additional fees to be paid by the PMSC.

41. The Supplier's right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Contract.

SECTION 7 – INSURANCE POLICIES AND LIABILITIES

42. The PMSC shall at all times when the Security Personnel are deployed maintain insurances (in accordance with BIMCO limits) to cover the Security Guards during the period of their engagement including such time as they are traveling between locations under the PMSC's control and responsibility, on board a VBA, or on a client vessel, up to the following limits of the sum insured:

- (a) For EU nationals - personal accident insurance:
 - (1) accidental death: USD 250,000
 - (2) permanent total disablement (accident / illness): USD 250,000
 - (3) emergency Medical Expenses (including evacuation/repatriation ACC/MED 7 and ACC/REP 2): USD 7,500,000
- (b) For Non-EU nationals (including, but not limited to Indians, Sri Lankans) - personal accident insurance:
 - (1) accidental death: USD 250,000
 - (2) permanent total disablement (accident / illness): USD 250,000
 - (3) Emergency Medical Expenses (including evacuation / repatriation ACC/MED 7 and ACC/REP 2): USD 250,000.

43. At the Supplier's request the PMSC shall provide a copy of a letter from the PMSC's insurance broker confirming that such insurances are in place and that the premium has been paid.

44. The PMSC shall be under no obligation to disclose the existence of any kidnap and ransom (K&R) insurance they may have placed. But it is recognised by both parties that any such insurance usually cover salaries and remuneration of those held.

45. In the event of a claim being made by a Security Guard under the above policies then the PMSC will co-operate with the Supplier in pursuing that claim and will indemnify the Supplier in relation to death or injury to the Security Guard personnel arising out of or in connection with the performance of this Contract up to the limits provided for under the policies.

46. The Supplier shall at all times during the period of this Agreement maintain insurances to cover its liabilities and contractual indemnities, including:

- (a) employers' liability insurances covering the Supplier's liability to their Personnel and Security Guards;
- (b) comprehensive liability insurance including insuring the Supplier's liability to third parties for personal injury and death, property damage and other loss; and
- (c) Professional indemnity insurance.

47. The PMSC shall at all times during the period of this Agreement maintain insurances to cover its liabilities and contractual indemnities, including:

- (a) Comprehensive liability insurance;
- (b) Professional indemnity insurance.

48. Each party shall give notice to the other party as soon as practicable of any circumstances of which they become aware during the period of the Contract which may give rise to a loss or a claim against the other party. The party from whom the indemnity is being sought shall cooperate fully with the other party and shall have the right, subject to the other party's agreement, to take over the claim including defending and settling, as appropriate, any liability for which the indemnifying party would be liable to indemnify the other party.

49. The Supplier shall use their best endeavours to avoid delays in embarkation and/or disembarkation of the Security Personnel and Security Equipment in so far as the Personnel and Security Equipment is supplied from the Supplier's VBA.

50. In the event of adverse weather or sea conditions as a result of which the duration of the Security Services is extended any additional time will be payable by the PMSC at the daily rates provided for above.

51. **Compassionate Leave.** The supplier's contract with individuals makes it clear that compassionate leave is granted at the employer's discretion, but that there is no assumption or presumption that it must, or will be granted however compelling the case. Should the close relative of an individual pass away, or become severely ill while the individual is on an engagement with the PMSC, the granting of compassionate leave will be entirely at the PMSC's discretion and cost.

SECTION 8 – CONFIDENTIALITY

52. In this clause, "**Confidential Information**" means all information (whether oral or written) acquired by either party as a result of negotiating, entering into or performing or receiving the Security Services, which relate to the affairs or business other party and without prejudice to the generality of the foregoing, its products, operations, pricing structures or know-how PROVIDED THAT same is either identified at the time of disclosure as "confidential", or is manifestly of a confidential nature.

53. Each party shall, during the term of this Contract, and for three years thereafter, treat as strictly confidential all such Confidential Information it receives from the other and will:

- (a) take all proper steps to prevent its unauthorised use or disclosure;
- (b) not make use of any Confidential Information for a purpose other than the performance of its obligations under this Contract; and
- (c) not disclose Confidential Information to any person.

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54. Nothing herein shall preclude either party from disclosing Confidential Information to any of its directors, employees, consultants, professional advisers or sub-contractors to the extent that such disclosure is reasonably necessary for the purposes of this Contract or the performance of the Services.

55. The following will not be Confidential Information for the purposes of this clause:

(a) information which was in or subsequently enters the public domain (other than by reason of a breach of this clause or any other duty of confidentiality relating to that information);

(b) information which can be shown by a party to have been obtained lawfully and in good faith from a third person who did not impose any restrictions on its disclosure;

(c) information which can be shown by the party to have been known by it before disclosure to it by the other and in respect of which that party is not under an existing obligation of confidentiality; or

(d) information which can be shown by the party to have been developed independently by it without recourse to the Confidential Information.

56. Nothing in this Contract shall prohibit a party disclosing Confidential Information of the other party that may be required by court order or by any governmental or other regulatory authority, or any arbitral or administrative tribunal, PROVIDED THAT, wherever possible, in advance, but in any event, as soon as reasonably practicable:

(a) the party provides the other party with details of the nature and contents of such disclosure and evidence in writing that the disclosure is necessary;

(b) the other party is given the opportunity to discuss and agree any possible limitations or restrictions on disclosure in advance; and

(c) the disclosing party uses reasonable endeavours to obtain undertakings of confidentiality in respect of the Confidential Information from the body to whom disclosure is to be made.

57. The Supplier shall not make public the specific nature of any Services performed for or on behalf of the PMSC pursuant to this Contract without the prior written consent of the PMSC (such consent not to be unreasonably withheld).

SECTION 9 – TERMINATION

58. **Termination for convenience.** Either party may terminate this contract by giving one month's written notice to the other party.

59. **Termination for default.** Either party may terminate this Contract forthwith by written notice to the other effective from the date of service of such notice if:

(a) there is a breach by the other party of any provision of the Contract which expressly entitles the party not in breach to terminate the Contract;

(b) there is a material or persistent breach by the other party of any other term of the Contract, which is not remediable, or if it is remediable has not been remedied within seven (7) days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied;

(c) becomes bankrupt or insolvent, or has a receiving order made against it, or compound with its creditors, or being a corporation commences to be

wound up (not being a members' voluntary winding up for the purpose of amalgamation or reconstruction) or carries on its business under a receiver for the benefit of its creditors or any of them. Under any of these circumstances the other party shall be at liberty to terminate this Contract forthwith by notice in writing to the party or to the receiver or liquidator or to any person in whom this Contract may become vested.

60. On termination other than for the default of the Supplier, the PMSC shall pay to the Supplier the proportion of the Fees payable in respect of the services performed by the Supplier up to the date of termination less the amount of any payments already made to the Supplier up to the date of termination. If the amount of payments already made to the Supplier at the date of termination exceeds the sum due to the Supplier under this sub-Clause then the Supplier shall repay the balance due to the PMSC.

61. If the contract is terminated for the default of the Supplier, the PMSC shall only pay to the Supplier the proportion of the Fees payable in respect of the services performed by the Supplier up to the date of termination after deduction of payments already made to the Supplier and the costs reasonably incurred by the PMSC in obtaining the completion of the work to be performed under the Contract by others. If the amount due to the Supplier is less than the amount which the PMSC is entitled to deduct then the Supplier shall pay the balance to the PMSC.

62. Termination shall be effective on the End Date of the last Engagement.

SECTION 10 – LEGAL AND LIABILITIES

63. **Liabilities and Indemnities.** For the purpose of Section 10:

(a) **"Supplier's Group"** means the Service Provider, each of their subsidiaries and/or affiliate companies, employees, directors, officers, agents, the owners of the Supplier's VBAs and their crew, sub-contracted personnel and insurers.

(b) **"PMSC Group"** means the PMSC and their subsidiaries and/or affiliate companies, employees, sub-contracted personnel (including the Supplier's provided security guards, when under contract to the PMSC), directors, officers, agents and insurers.

64. **Knock for Knock.**

(a) **Supplier.** The Supplier's Group shall not be responsible for loss of or damage caused to or sustained by the property of the PMSC Group (whether on board a Vessel or not) or incur any liability in respect of personal injury, illness or death of any individual member of the PMSC Group (whether on board a Vessel or not) arising out of or in any way connected with the performance of this Contract, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect or default of the Supplier's Group. The PMSC expressly agrees and undertakes to hold harmless, defend, indemnify and waive all rights of recourse against the Supplier's Group from and against any and all claims, demands, liabilities or causes of action of any kind or character, made by or available to any person or party, for injury to, illness or death of any of the PMSC Group, or for damage to or loss of property owned by or in the possession of, the PMSC Group.

(b) **PMSC.** The PMSC Group shall not be responsible for loss of or damage caused to or sustained by the property of the Supplier's Group (including, without limitation, the Vessels) or incur any liability in respect of personal injury, illness or death of any individual member of the Supplier's Group (whether

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on board a Vessel or not) arising out of or in any way connected with the performance of this Contract, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect or default of the PMSC Group. The Supplier expressly agrees and undertakes to hold harmless, defend, indemnify and waive all rights of recourse against the PMSC Group from and against any and all claims, demands, liabilities or causes of action of any kind or character, made by or available to any person or party, for injury to, illness or death of any of the Supplier's Group, or for damage to or loss of property owned by or in the possession of, the Supplier's Group.

65. Third party liability.

(a) The PMSC expressly agrees to hold harmless, defend, indemnify and waive all rights of recourse against the Supplier's Group from and against any and all claims, demands, liabilities, costs or causes of action of any kind, made by or available to any third party (including, without limitation, governmental authorities) arising out of any unlawful and/or negligent act or omission by the PMSC Group in the performance of this Contract save to the extent of the Supplier's own negligence.

(b) The Supplier expressly agrees to hold harmless, defend, indemnify and waive all rights of recourse against the PMSC Group from and against any and all claims, demands, liabilities, costs or causes of action of any kind, made by or available to any third party (including, without limitation, governmental authorities) arising out of any unlawful and/or negligent act or omission by the Supplier's Group in the performance of this Contract save to the extent of the PMSC's own negligence.

(c) Notwithstanding any other Clause of this Contract, the Supplier's Group shall be indemnified by the PMSC for all claims, liabilities, losses, liabilities to the PMSC personnel and third parties (including costs, expenses and fines) whatsoever and howsoever arising out of or in connection with the discharge of any Firearms, negligent or otherwise, by the security guards contracted by the PMSC from the Supplier, at all times while on task and thereby under contract.

(d) Each party shall give notice to the other party as soon as practicable of any circumstances of which they become aware during the period of the Contract which may give rise to a loss or a claim against the other party. The party from whom the indemnity is being sought shall cooperate fully with the other party and shall have the right, subject to the other party's agreement, to take over the claim including defending and settling, as appropriate, any liability for which the indemnifying party would be liable to indemnify the other party.

66. Limitation of liability. Unless otherwise agreed, the liability of each party to the other for any loss, damage, liability or indemnity under this Contract (if any) shall be limited to United States Dollars five million (US\$5,000,000), without prejudice to the right of the Supplier's Group to limit their liability under any applicable national law or international convention.

67. Neither the Supplier nor the PMSC shall be liable to the other party for:

(i) any loss of profit, loss of use or loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of this Contract, and whether or not the same is due to negligence or any other fault on the part of either party, their servants or agents; or

(ii) any consequential loss or damage for any reason whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants or agents.

68. The PMSC agrees to indemnify the Supplier against any consequences of:

(a) any firearms or equipment supplied by the PMSC for use by the security guards provided under this contract, being faulty or malfunctioning;

(b) any firearms or equipment supplied by the PMSC for use by the security guards provided under his contract not having the licences, approvals or certifications required by any jurisdiction that the security guards, under the direction of the PMSC take them into;

(c) any of the security guards provided by the Supplier under this contract not having the correct qualifications, certificates or other documentation, or such material being forged or otherwise not genuine (unless the Supplier has been complicit in deceiving the PMSC); for the avoidance of doubt, it is the sole responsibility of the PMSC to conduct appropriate due diligence on the guards that they contract, including those sourced by the supplier.

SECTION 11 – GENERAL DATA PROTECTION REGULATION

69. The Supplier will comply with the EU's General Data Protection Regulation (GDPR), which was incorporated into UK Law as the *Data Protection Act 2018* (DPA18), replacing the repealed *Data Protection Act 1998*. In order to carry out the services of this engagement and for related purposes such as updating and enhancing the Supplier's client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention the Supplier may obtain, process, use and disclose personal data about the PMSC and the PMSC's personnel.

70. When processing personal data for booking, recording souls on board, auditing, and related services, the Supplier acts as the data controller. The Supplier agrees to comply with the obligations the GDPR places on the Supplier as a data controller.

71. For services such as applying for visas and other application activities with third parties, including booking personnel on third party shuttles, another entity acts as the data controller and the Supplier acts as the data processor. The Supplier agrees to comply with the obligations the GDPR places on the Supplier as a data processor.

72. The PMSC agrees that they will ensure that any disclosure of personal data to the Supplier complies with the GDPR. If the PMSC provides the Supplier with personal data or confidential information they shall ensure that the individual is aware of and understands MNG Maritime's Data Protection Policy (DPP) and their rights.

73. The PMSC agrees that they will comply with the requirements of the GDPR and the UK DPA18 for the handling and storage of personal data belonging to Security Guards provided under the terms of this contract. This includes the reporting of any data breach relating to any Security Guards employed or contracted under the terms of this contract.

74. The PMSC agrees to indemnify the Supplier from any effect caused by the breach of the PMSC of the GDPR or DPA18.

75. In order to comply with the Supplier's obligation to provide the PMSC with 'fair processing information', the Supplier has produced a Data Protection Policy (DPP) which can be found on the Supplier's website. This policy document includes:-

(a) The Supplier's lawful bases for processing

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MANCON 2020 Contract for the Provision of Security Guards to PMSCs (v2.0 dated 13 Mar 20)

personal data;

- (b) A description of the Supplier's processing activities;
- (c) The Supplier's obligations as a data controller;
- (d) The Supplier's obligations as a data processor;
- (e) The PMSC and PMSC's personnel's rights as the data subject;
- (f) The security measures and practical guidelines the Supplier has in place to protect personal data;
- (g) The Supplier's procedures for recording and reporting a data breach.

76. The Supplier commits to answering any PMSC or individual's reasonable enquiries to enable them to monitor compliance with this clause.

77. The PMSC consents to the Supplier contacting them and their personnel regarding:

- (a) Networking and similar events;
- (b) Newsletters and service updates;
- (c) Additional products/services the Supplier can offer.

SECTION 12 - GENERAL

78. **Compliance with Laws and Regulations.** Each of the Parties shall not do or permit to be done anything which might cause any breach or infringement of national laws and international conventions including, without limitation, regulations of the Flag State and the places where the Vessel trades.

79. **Health, Safety and Environmental Regulations.** Whilst on board the third party Vessel, the security guards shall comply with such of the third party's or PMSC's health and safety requirements as the PMSC may have notified to the Supplier.

80. **No Salvage.** The Supplier and the Supplier's security guards hereby waive their rights to claim any award for salvage performed on the Vessel or life salvage.

81. **Dispute Resolution.**

(a) This Contract and any non-contractual obligations arising out of it shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has

done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by Contract.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of United States Dollars one hundred thousand (US\$100,000) (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) This Contract and any non-contractual obligations arising out of it shall be governed by and construed in accordance with Title 9 of the United States Code and the substantive law (not including the choice of law rules) of the State of New York and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of United States Dollars one hundred thousand (US\$100,000) (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

(c) This Contract and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding Sub-clauses (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

(i) In the case of a dispute in respect of which arbitration has been commenced under Sub-clauses (a), (b) or (c) above, the following shall apply:

(ii) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(iii) The other party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party a

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mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iv) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(v) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(vi) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vii) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(viii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(e) If Box 13 in Part I is not appropriately filled in, Sub-clause (a) of this Clause shall apply.

Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 13. Sub-clause (d) shall apply in all cases.

82. **Assignment.** Neither of the parties shall assign any of their rights under this Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

83. **Force Majeure.** Neither party shall be liable for any loss, damage or delay due to any of the following *force majeure* events and/or conditions to the extent the party invoking *force majeure* is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimise or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) acts of nature;
- (c) any Government requisition, control, intervention, requirement or interference;
- (d) flood, fog, earthquakes, landslides, excessive sea states, storms or other bad or extraordinary weather conditions;

(e) power failure or failure of telecommunications;

(f) failure or breakdown of plant, machinery, vehicles, craft or vessels;

(g) failures or errors in an underlying computer system or operating system;

(h) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage, or the consequences thereof;

(j) riots, civil commotion, blockades or embargoes;

(k) epidemics;

(l) immigration delays;

(m) unexpected traffic delays, or road traffic accidents;

(n) cancelled flights, or PMSC personnel who miss flights;

(o) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke *force majeure*;

(p) fire, accident, explosion except where caused by negligence of the party seeking to invoke *force majeure*; and

(q) any other similar cause or circumstance beyond the reasonable control of either party (a *force majeure* event).

(r) For the purposes of this Contract, *Force Majeure* Event shall exclude piracy.

Where a party becomes subject to, or anticipates that it may be subject to a *Force Majeure* Event it shall notify the other party within 2 days stating the full particulars thereof and shall advise the other of any contingency plans, if any, it proposes to implement to overcome the delay or failure so occasioned. Each party agrees that it shall use its reasonable endeavours to work around the *Force Majeure* Event, that it shall keep the other party fully apprised of its progress during such *Force Majeure* Event so far as it relates to the performance of its obligations, and that it shall resume performance of its obligations as soon as reasonably practicable upon cessation of the *Force Majeure* Event.

84. **Anti-Bribery Compliance.**

(a) Both Parties shall procure that all of their employees and contractors:

(i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK *Bribery Act 2010*;

(ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK *Bribery Act 2010* if such activity, practice or conduct had been carried out in the UK;

(iii) comply with the Supplier's anti-bribery policy;

(iv) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate

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procedures under the UK *Bribery Act 2010*, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 84(a)(ii), and will enforce them where appropriate;

(v) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it or any of their Representatives in connection with the performance of this agreement;

(vi) immediately notify the other party in writing if a public official becomes connected or involved with the it in any way and such party warrants that they nor any of their Representatives have no connection or involvement with foreign public officials at the date of this agreement; and

(vii) ensure that they are at all times aware of the full detail of the Relevant Requirements and the Relevant Policy.

(b) Breach of this Clause 80 by either party shall be deemed a material breach.

(c) For the purpose of this Clause 80, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with Section 7(2) of the UK *Bribery Act 2010* (and any guidance issued under Section 9 of that Act), Sections 6(5) and 6(6) of that Act and Section 8 of that Act respectively.

85. **Human Rights.** The parties agree to respect human rights, including by conforming with relevant legal and regulatory obligations and the UN Guiding Principles on Business and Human Rights. As far as practicable this entails:

(a) avoiding infringing on the human rights of others and address adverse human rights impacts with which they might get involved;

(b) avoiding causing or contributing to adverse human rights impacts through their own activities, and address such impacts via risk assessment and when they occur;

(c) seeking to prevent or mitigate adverse human rights impacts that the parties can link directly to their operations or services;

(d) treating the risk of causing or contributing to gross human rights abuses as a legal compliance issue wherever the parties operate.

(e) raising awareness of known *human rights* issues within the Parties' sphere of influence;

(f) incorporating appropriate principles of *human rights* into contracts with sub-contractors, approved suppliers and business partners, inclusive of measures to combat child labour and forced/compulsory labour;

(g) considering minimum age requirements as may be set by local, home or flag state law, and, where national law is insufficient, taking account of international standards, including a commitment not to employ child labour as identified in ILO Convention 182 (worst forms of child labour) and 138 (minimum age). In no circumstances will the Parties employ any person younger than 21 in duties that might require the use of firearms;

(h) not using, or being complicit in the use of, or benefit from forced labour and where adherence to forced labour provisions of national laws and regulations is insufficient, the Parties shall take account of international standards;

(j) making available employment/ consultancy contracts to all employees and contractors, including security guards, stating the terms and conditions of service, the voluntary nature of employment/service provision, the freedom to leave (including the appropriate procedures) and any penalties that may be associated with a departure or cessation of work; and

(k) and where the Parties identify that they have caused or contributed to adverse impacts, they shall cooperate in their remediation through legitimate processes.

86. **Notices.** Any party giving notice under this Contract shall ensure that it is effectively given and such notice shall be treated as received during the recipients' office hours. If such notice is sent outside the recipients' office hours it shall be treated as received during the recipients' next working day. For the purpose of giving notices the Supplier's contact details are stated in Box 11 and the PMSC's contact details are stated in Box 12.

87. **Law.** References to "law" shall mean all primary or secondary legislation of any State which directly affects the performance of this Contract including any regulations, compliance with which is a legal requirement in order to perform this Contract. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

88. **Headings.** The headings of this Contract are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Contract.

89. **Official Language.** Both Parties agree that English is the official language for all documentation and communication for the purposes of the services provided under this Contract.

90. **Third Party Rights.** Nothing in this Contract shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999.

91. **Partial Validity.** If any provision of this Contract is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

92. **Partnership or Joint Enterprise.** This Contract shall not be deemed to create any partnership, agency, joint enterprise or other relationship. Neither party shall hold itself out, nor purport to hold itself out, as having power to bind the other party and neither party shall have authority to make any agreement or incur any liability on behalf of the other.

93. **Inducement.** Each party confirms that it has not relied on any representation not recorded in this Contract, inducing it to enter into this Contract and will have no remedy in respect of any statement, representation, warranty or understanding, whether negligently or innocently made, by any person (whether a party to this Contract or not) other than as expressly set out in this Contract.

94. **Fraudulent Misrepresentation.** Notwithstanding the preceding, nothing in this Contract shall operate to limit or

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exclude any liability for fraudulent misrepresentation upon which the other party can be shown to have relied.

95. **Entire Contract.** This Contract constitutes the entire Contract between the parties and no promise, undertaking, representation, warranty or statement by either party prior to the date stated in Box 2 shall affect this Contract. Any modification of this Contract shall not be of any effect unless in writing signed by or on behalf of the parties.

96. **Entry Into Effect.** These contractual terms being the default terms of the Supplier they are deemed to have come into effect on the date in Box 2 if the PMSC subsequently avails itself of a service from the Supplier, whether chargeable, non-chargeable or a complimentary trial, following the date in Box 2, whether or not signed by the PMSC.

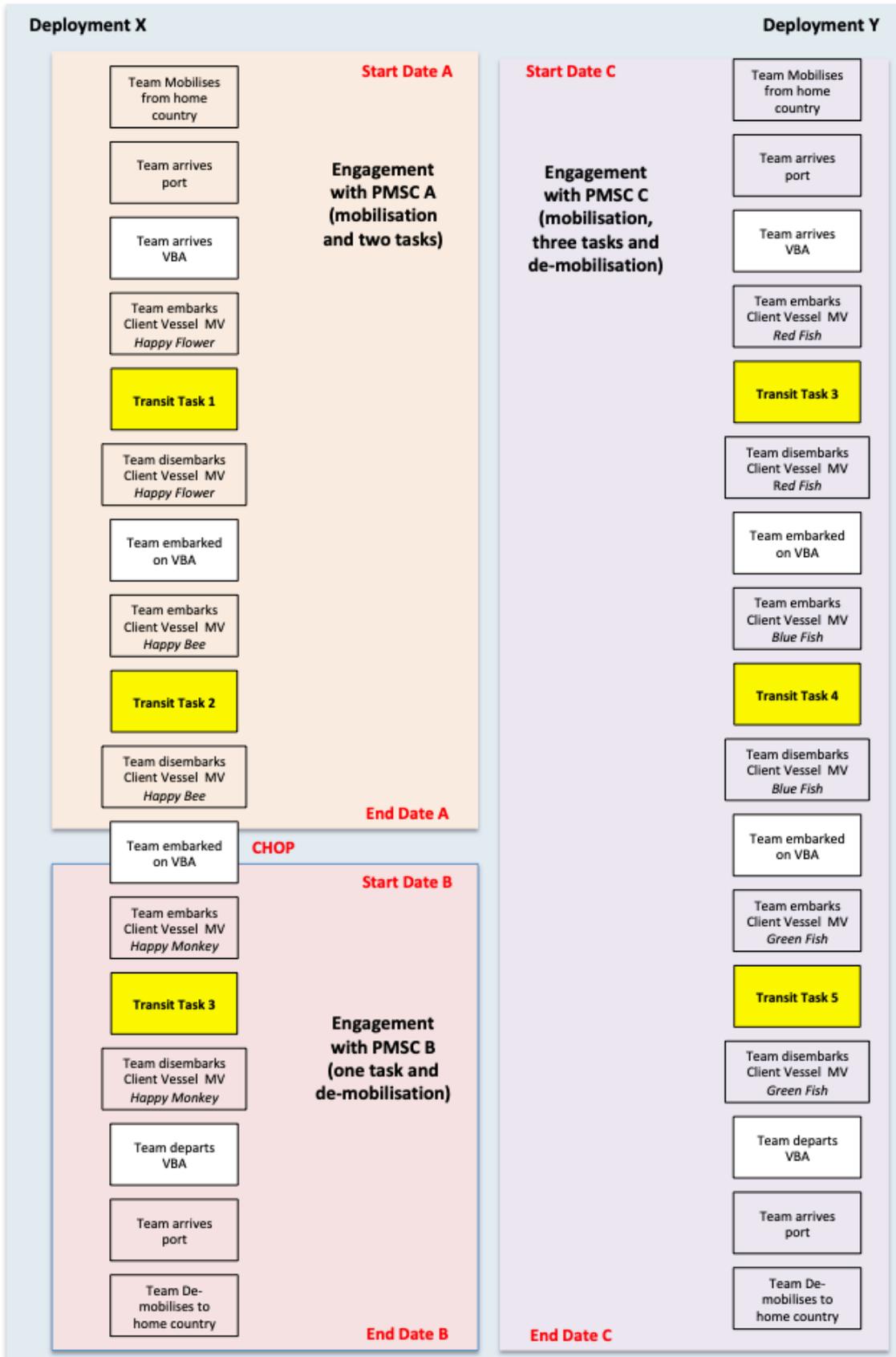
97. **Direct Employment.** Within the relevant employment legislation of the UK, the PMSC's home state and the home state of the respective security guard, the PMSC hereby agrees not to solicit the direct employment of any security guard that the PMSC has engaged through the MME process for a period of 24 months following that individual's last engagement's end date. Where this provision is breached by the PMSC, either deliberately or otherwise, the PMSC agrees to pay \$5,000 in compensation to the Supplier to cover the costs of recruitment, client introduction, training and SOP familiarisation.

SECTION 13 – ADDITIONAL CLAUSES (IF REQUIRED)

98. Not used.

ANNEX A to Contract for the Provision of Security Guards to PMSCs
 CODE NAME: MANCON 2020

MME PROCESS DIAGRAM



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ANNEX B to Manning Contract for the Provision of Contracted Security Guards to PMSCs
CODE NAME: MANCON 2020

RESPONSIBILITY & LIABILITY TABLE

1. **VBA to VBA.**

	VBA	Transfer Craft	Third Party Vessel "on task"	Transfer Craft	VBA
Overall responsibility	PMSC	PMSC	PMSC	PMSC	PMSC
Salary and pay	Supplier	Supplier	Supplier	Supplier	Supplier
Insurance	PMSC	PMSC	PMSC	PMSC	PMSC
Food and accommodation	PMSC	PMSC	PMSC	PMSC	PMSC
Tasking	PMSC	PMSC	PMSC	PMSC	PMSC
Reporting	PMSC	PMSC	PMSC	PMSC	PMSC
Provision of equipment	PMSC	PMSC	PMSC	PMSC	PMSC

2. **Home Country to home country or return to VBA by flight.**

	Transit to Port from Home Country	Transfer Craft	Third Party Vessel "on task"	Transfer Craft	Transit from Port to Home Country or Back to MNG VBA
Overall responsibility	PMSC	PMSC	PMSC	PMSC	PMSC
Salary and pay	Supplier	Supplier	Supplier	Supplier	Supplier
Insurance	PMSC	PMSC	PMSC	PMSC	PMSC
Food and accommodation	PMSC	PMSC	PMSC	PMSC	PMSC
Tasking	PMSC	PMSC	PMSC	PMSC	PMSC
Reporting	PMSC	PMSC	PMSC	PMSC	PMSC
Provision of equipment	PMSC	PMSC	PMSC	PMSC	PMSC

