

AGENCY STANDARD TERMS AND CONDITIONS

Definitions And Interpretation:

“**Activities**” includes all agency services like port agency, husbandry agency, general agency, documentation and any other services requested by principal related to any port call and agreed by agent.

“**Agent**” refers Jalhansa Singapore Pte Ltd (“Jalhansa”) that has entered a port call appointment with a company for the provision of the services.

“**Company**” or “**Principal**” means any relevant legal or natural person entering any port call appointment with the agent for the provision of any services.

“**Port Call Appointment**” is referred to as any service agreement between the agent and the company, based on these standard terms and conditions, subject to amendments over time. This agreement is established after the agent accepts an agency appointment.

“**Disbursements**” means expenses paid or payable to third parties.

“**Expenses**” are the costs incurred by or on behalf of the agent for the account of the principal.

“**Funding**” means the terms on which remuneration will be paid and disbursements will be settled.

“**Pre-Funding**” means the terms on which remuneration will be paid in advance of the Appointment Commencement Date or during the term of this Appointment by the Client which will be adjusted at the time of disbursement settlement.

“**Additional Pre-Funding**” means the terms on which remuneration will be paid in advance of the Appointment Commencement Date or during the term of this Appointment in addition to Pre-funding by the Client which will be adjusted at the time of disbursement settlement.

“**Parties**” refers to the agent and the company.

“**Remuneration**” means the fee, commission, or other sum payable to the agent for the performance of the agreed activities.

“**Standard Terms and Conditions**” means these standard terms and conditions for the provision of agency services.

“**Territory**” means the port(s), place(s) or geographic area where the service / port call takes place.

Section 1 - Basis of the Standard Terms and conditions

1. Following an initial request for services by the company, the agent may issue a Proforma Disbursement Account relating to the services requested or an acknowledgement for the requested services.
2. If the company desires the agent's services, they should send an email to mail@jalhansa.com, specifying the required service or requesting an agency appointment. The port call appointment is considered established when the agent confirms its acceptance in writing of the agency appointment or acknowledges the requested service. In such situations, the company appoints the agent to deliver the specified services, as outlined in the agency appointment or as otherwise agreed upon. This appointment is contingent upon the company's payment of the relevant service charges, fees, and disbursements. It's important to note that each port call appointment constitutes an individual contract between the agent and

the company, subject to these standard terms and conditions. Furthermore, no agent affiliate or company affiliate will be jointly and severally liable for any obligations under any port call appointment unless explicitly stated otherwise in these standard terms and conditions.

3. If an agent places a service request on the company's behalf, that agent will be considered a party to these standard terms and conditions. They will share joint and several liability with the company for payment of all outstanding amounts and fulfillment of all the company's obligations as specified in these standard terms and conditions, unless otherwise mandated by the terms of an agency appointment. In such a scenario, all other activities detailed in these general terms and conditions will be carried out by the agent.
4. The principal will remunerate the agent for the activities agreed below, in accordance with payment terms stated in PDA / or tariff submitted or by email.
5. The agent shall be entitled to designate sub-agents to execute specific aspects of the services, and these sub-agents are authorized to engage in agreements with service providers on the company's behalf, as if they were the agent.
6. The agent may, in its sole discretion and without consultation, take any action on behalf of the company in connection with any requirement (including any action which is required in agent's reasonable opinion) stipulated by a governmental authority or port authority, in connection with any epidemic or pandemic. The company acknowledges that any disbursements in connection with any such action are wholly for the company's account.
7. For the avoidance of doubt, if the agent or a sub-agent (if applicable) appoints a service provider on behalf of the company, the agent will offer the company reasonable assistance in addressing any disputes that may arise between the company and the service provider.

Activities include the following and may be expanded upon in Annex C:

a. Port agency

- (i) Arranging for berthing of vessels, monitoring of loading and discharging of cargo and/or passengers in accordance with local custom and conditions.
- (ii) Cargo operations: Coordinating stevedores and terminal operators, reporting to relevant authorities and arranging and checking documentation.
- (iii) Inward and outward clearance of vessels: Facilitating and permitting entry and departure, complying with the requirements of statutory and regulatory authorities and arranging and coordinating the provision of port services.
- (iv) Keeping the principal informed of port and working conditions that could potentially impact the scheduling of the principal's vessels, on a regular and timely basis.
- (v) Reporting to the principal the vessel's position and preparing a statement of facts of the call and/or a port log; and
- (vi) Placing orders for goods and services on behalf of the principal.

b. Husbandry agency

- (i) Attending the Master and all crew matters, consular requirements, organizing medical and dental treatment including emergency medical assistance/evacuation and supervising crew changes.
- (ii) Arranging Cash to Master
- (iii) Ordering and receiving goods, services, supplies and spare parts for the vessel including Clearance.
- (iv) Arrangements for receiving bunker fuels, lubricants and chemicals.
- (v) Arranging and coordinating repairs; and follow up activities with workshops, contractors, etc.,

- (vi) Handling all other tasks associated with the day-to-day operation of the vessel.
- (vii) Arrangement for coordinating Technical Superintendents and other office personnel for vessel/ office visit.
- (viii) Arrangement of provisions and fresh water.
- (ix) Mail delivery and dispatch
- (x) Disposal of garbage, slops, sludge, etc
- (xi) Liaison with local authorities and communications assistance
- (xii) Comprehensive support for dry-docking and repair supervision

c. General agency

- (i) Coordinating all activities of port and/or sub-agents, as described in these general conditions, to ensure the effective fulfillment of the standard operational needs for the principal's vessels in the designated Territory; and
- (ii) Attending to the Principal's requirements concerning claims handling. All costs associated with claims handling will be the responsibility of the principal. In case of vessel's seizure / detention, expenses to be covered by the principal before agent intervention.

d. Documentation On behalf of the principal

- (i) Issuing bills of lading and manifests, delivery orders, certificates and such other documents as may be required.
- (ii) All communications, instructions, and exchanges between the parties regarding the planning and execution of activities must adhere to the agent's contact details and the principal's contact details as specified in the initial service request.

Section 2 - Finance and Budgets

The Agent shall:

- (i) Gather any funds owed to the principal, which may include, but are not restricted to, freight, storage, demurrage, and terminal handling charges.
- (ii) Review all invoices or vouchers received for services rendered and generate an accurate disbursement account for each voyage or accounting period.
- (iii) Encourage authorities, port and terminal operators and service providers to render invoices in a timely manner and take prompt action to obtain any invoices that are delayed without good reason.
- (iv) Provide appropriate records of the principal's financial position, which shall be available for inspection. The costs of such an inspection shall be entirely for the principal's account.
- (v) Advise the principal of all amendments to port tariffs and other charges as they become known.
- (vi) Calculate charges and exercise reasonable skill and care in applying all terms and conditions of the appointment.
- (vii) Disburse any funds owed to the principal at mutually agreed intervals. The principal will be responsible for any bank charges incurred. In the event of a negative balance, the principal must replenish the agreed funding level, but they may deduct any amount held in credit by the agent for a subsequent accounting period. Remittances to the principal will be deposited into the principal's designated bank account, the details of which can only be altered through written amendment. It should be noted that the agent is not obligated to utilize or provide its own funds to support the principal's interests or commitments.
- (viii) The principal is responsible for providing the necessary funding in advance to fulfill the agent's obligations, either before the ship's berthing or, at the latest, once it is alongside. This funding is meant to cover disbursements and remuneration as specified in the general terms and

conditions. The funding should be transferred to the agent's bank account, which is indicated at the PDA/FDA. Any changes to the account details can only be made through written amendment.

(ix) In the event of termination regardless of whether it is due to the agent's default, any outstanding disbursements and remuneration related to, or resulting from, activities being provided at the time of termination will be the responsibility of the principal to settle.

(x) Termination of the appointment shall be without prejudice to all rights accrued by or between the Parties prior to the date of termination.

(xi) Without prejudice to any other right or remedy under these general conditions, if the principal fails to comply with any of its financial obligations the Agent shall be entitled to:

- (a) Inform any suppliers, service providers or authorities that the agent has not been put in funds.
- (b) Take any necessary measures to detain the vessel(s) in port until such funds are received.
- (c) Retain any documents that the agent has in its possession pending receipt of funds; and
- (d) End his missions set out in the appointment with immediate effect by giving written notice to the principal.

Section 3 - Liability

(i) The Agent will not be held accountable to the principal for any loss, damage, delay, or expenses, whether direct or indirect, of any kind (including but not limited to loss of profit stemming from the detention or delay of the vessel) arising during the execution of the appointment, unless it can be proven that such issues result solely from the demonstrated gross negligence or deliberate misconduct of the agent. Unless the loss, damage, delay, or expense arises

from the agent's personal act or omission committed with the intent to cause such issues or recklessly and with knowledge that such outcomes would likely occur, the agent's liability for each incident or series of incidents leading to a claim or claims will never exceed twice the remuneration deemed earned in any case.

(ii) The principal hereby undertakes to indemnify the agent, as well as its employees, agents, and subcontractors, and to shield them from any actions, legal proceedings, claims, demands, or liabilities that may arise in any manner or for any reason related to the execution of the appointment. This indemnification also covers all costs, losses, damages, and expenses (including legal costs and expenses on a full indemnity basis) that the agent may bear or incur, either directly or indirectly, during the course of fulfillment of the appointment.

Section 4 Miscellaneous

(i) The principal is responsible for furnishing the agent with the procedures and policies to be adhered to in the discharge of its responsibilities and roles under the appointment.

(ii) The provisions of the port call are private and confidential. The agent will treat all information provided by the principal about its business activities as confidential. The agent will not disclose such confidential information without the principal's explicit consent, either during or

after port call. This obligation will not however extend to information which:

(a) was already known to the agent or became known through other sources not bound by such a confidentiality obligation.

(b) is or becomes publicly known, except as a consequence of a violation of this obligation; or

(c) which the agent is required to disclose in compliance with a court order or any similar authority.

In all cases, the duty of confidentiality shall be considered terminated six (6) months after the port call. Irrespective of any provisions in the port call, neither the agent nor the principal shall be obligated to engage in any action that would contravene the laws and regulations of any State to which either of them is subject.

Section 5 Law and Jurisdiction

These standard terms and conditions, every port call appointment, and any dispute or claim stemming from or related to them, their subject matter, or their formation will be subject to the laws of Singapore, as applicable. Both parties mutually consent to the exclusive jurisdiction of the courts in Singapore for the resolution of any such matters.