GENERAL CONDITIONS

TOS CREW B.V.
TOS ENERGY B.V.
TOS PORT & LOGISTICS B.V.

Introduction and explanation

Transport & Offshore Services ("TOS") seconds her employees for the duration of a certain project, period or voyage. The entire legal relation between TOS and her Customer is covered by these General Conditions.

The Customer shall vouch that Employees of TOS, working under its temporary authority, shall be treated equal to its own employees. As TOS is not present at the activities, nor is she informed in detail about the nature of the activities under the assigned agreement, TOS cannot exert any supervision and management the way the Customer can, TOS therefore transfers its liability as an employer to her Customer for any damage that her Employees may inflict upon themselves, the Customer or any third party in the execution of the activities. In this respect the Customer indemnifies TOS against any claims of third parties towards TOS, arising from, or to any extent related to activities carried out under the assigned agreement.

TOS is related to the Customer as a contractor as described in section 7.7.1 of the Dutch Civil Code. TOS declares articles 7:404 and 7:407 section 2 of the Dutch Civil Code inapplicable. The first article is not related to the freedom of choice for TOS in seconding her personnel. The second article vests a joint and several liability when the assignment has been received by two or more persons, which involves a risk that is unacceptable for TOS.

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Article 1. Definitions

- The following definitions shall apply to these General Conditions:

- **TOS**: all entities of TOS, being: TOS Crew B.V., TOS Energy B.V. or TOS Port & Logistics B.V., which entities supply Personnel to the Customer in order to perform activities under supervision and management of the Customer.

- **Employee**: each natural person either employed as Employee or Student by TOS, who is supplied to the Customer under its supervision and management, for the performance of activities under the Assignment against payment of the Rate.

- **Pupil**: each pupil or student who will be temporary employed by TOS at a Customer, in connection with the practional experience (BPV, BOL, BBL) of the educational programme the student is participating in.

- **Candidate**: every candidate proposed by TOS with regard to a Recruitment & Selection procedure.

- **Practical Assessor**: a by Customer appointed contactperson for Pupil, Educational Institute and TOS.

- **Customer**: each legal entity to whom TOS shall supply Employees or Candidates against payment of the Rate or Fee, in order to perform activities under its management and supervision. In case of a Recruitment & Selection Assignment, the Customer requests TOS to supply Candidate(s) to fulfil one or more vacancies at the Customer.

- **Assignment**: the agreement made between the Customer and TOS based on which (and each time, as the case may be) the Employees are supplied or recruited and selected to the Customer in order to perform activities under its supervision and management, against payment of the Fee by the Customer to TOS.

- **Cba**: the collective bargaining agreement applicable to the Employment Agreement (Cao in Dutch).

- **Rate**: the amount of compensation per unit of time as agreed between Customer and TOS for the supply of Personnel. 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 amount of compensation agreed between Customer and TOS for a Recruitment & Selection Assignment. The Fee is to be calculated based upon a percentage of the Annual Salary as defined below.

- **Annual Salary**: the Annual Salary is the gross annual salary plus the statutory holiday allowance and all other fixed emoluments as agreed with the Customer at the moment of employment with the Customer.

- **Recruitment & Selection**: the agreement between TOS and the Customer in which TOS is assigned to Recruit and Select one or more candidates, to be employed directly by the Customer.

- **Payrolling**: the provision of Employees who are employed by TOS and supplied to the Customer under a Payroll Agreement. The Employees are to be recruited and selected by the Customer itself.

- **Payroll Agreement**: the Employment Agreement between TOS and the Employee, in which is confirmed that Employee shall be supplied to the Customer by TOS, in order to perform activities under its supervision and management, against payment of the Rate by the Customer to TOS. The Employees are to be recruited and selected by the Customer themselves before they receive Payroll Agreement with TOS.

- **Conditions**: these underlying General Conditions.

- **Parties**: TOS and her Customer.

Article 2. Establishment of the Assignment and applicability of the General Conditions

1. The Assignment shall be established by means of a written confirmation supplied by TOS that the Customer has accepted the quotation from TOS in writing or when TOS effectively supplies Employees to the Customer.

2. These General Conditions are applicable to any legal relation between TOS and Customer, including all offers, proposals and calculations from TOS to the Customer. Any other general terms and conditions shall not apply to the legal relation between TOS and Customer and are herewith explicitly renounced by TOS, unless explicitly agreed by TOS in writing.

3. All quotations, regardless of the manner in which they are made, shall be free of engagement.

4. These General Conditions are applicable to all subsequently following Assignments between TOS and her Customer who has agreed upon these General Conditions once. The Conditions shall be tacitly accepted and applicable to each Assignment.

5. Any general terms and conditions of purchase or other terms and conditions of the Customer shall not apply to the legal relation between the Customer and TOS and are hereby explicitly renounced. Any arrangements made contrary to these General Conditions shall apply only if they are agreed in writing.

6. If any provision of these General Conditions is nullified, declared null and void or declared to be inapplicable, the other provisions shall retain their full effect. In these circumstances, the parties will replace the nullified, null and void or inapplicable provision by a valid and enforceable provision in accordance with the purport of this nullified, null and void or inapplicable provision, and in such a way that the new provision differs as little as possible from the nullified, null and void or inapplicable provision.

7. These General Conditions may be amended or supplemented by TOS. The amended General Conditions will then also apply to quotations, Assignments and other agreements already entered into, with effect from one month after written notice of the amendment, unless Customer has explicitly informed TOS in writing not to agree upon the amendments.

8. Parties are always required to observe and to comply with the applicable laws and regulations.

Article 3. Selection of Employees

1. TOS is free in the choice of the Employee whom it makes available on the basis of an assignment. TOS vouches that the employee possesses the competences and qualifications agreed upon with Customer.

2. In providing information regarding the work to be performed, the Customer may not set any requirements that are not relevant to the

position filled by the Employee. Any such requirements will not be honoured by TOS.

3. Only when the Employee has not at least once before worked for customer and he appears not to possess the competences and qualifications referred to, will Customer have to notify TOS of this at the end of the employee's third working day at the latest, stating reasons and in writing. TOS will then make an effort to provide a deputy as soon as possible, while TOS will repatriate the replaced Employee at its own expenses.

4. During the term of the Assignment, TOS shall at all times be entitled to offer replacing Employees to the Customer, if the Employee is for example not able to perform his duties anymore. The applicable Rate for such replacement shall be determined by TOS.

Article 4. Working hours and conditions

1. The Employee will be made available for a certain period or for the duration of a voyage/project.

2. Customer commits himself towards TOS not to treat the Employees negatively different from the own Employees of Customer as to working hours and conditions.

3. Should a collective arrangement be applicable with the Customer involved, then TOS will apply this arrangement. Customer is to this aim obliged, when entering into the agreement, to report the full content of the arrangement referred to and to pay any resulting rise in rates to TOS.

4. Customer is obligated to inform TOS if a lease car shall be made available to the Employee. TOS should be informed if the lease car may also be used for private kilometers, in order for TOS to withhold the addition for private use of the car. If the Customer fails to inform TOS or if TOS was not informed in time, the Customer shall compensate the resulting damage and all other costs, including fiscal consequences. If the car may not be used privately, TOS should have (a copy of) the declaration for non-private use, signed by the Employee, in her administration. The Customer shall conclude upon an agreement with the Employee regarding the usage of the lease car, fines, damages, etc. TOS cannot be held liable for any damage to the Customer, her properties, third parties, the car itself, nor to the Employee.

Article 5. Equal pay rule

1. The Employee's remuneration shall be paid directly to the Employee and shall be determined before and/or during the Assignment, in accordance with the remuneration standards of the Customer, paid to Employees with a function equal or equivalent to the function of the Employee from TOS. This is the so-called Equal pay rule ('Inlenersbeloning' in Dutch).

2. The remuneration consists of the following elements, in compliance with the provisions applicable at the Customer:

a) only the applicable period wage in the scale;
b) the applicable working hours' reduction per week/month/year/period. This can be compensated in time and/or money, as TOS sees fit;
c) bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
d) initial wage increase, amount and time as determined in the user company's organization;
e) allowance (insofar as TOS is permitted to pay the allowance exempt from wage tax and social security contributions: travelling expenses, boarding house costs, equipment costs and other costs that are necessary on account of performing the work);
f) period-linked salary amounts, amount and time as determined

in the user company's organisation.

3. The Customer shall inform TOS timely about the elements as stated in paragraph 2. If the Customer provides TOS with incorrect or insufficient information about the elements, TOS is entitled to correct the remuneration to Employee and the Rate to Customer with retroactive aspect and to invoice the Customer for the remaining amount.

4. If the remuneration cannot be determined based upon the Equal pay rule, the remuneration shall be determined in consultation between TOS, Employee and the Customer. The level of education and experience, together with responsibilities of the Employee and any other necessary capacities to fulfil the job are relevant for determination of the remuneration.

5. The Customer shall pay the Rate for three hours of labour of the Employee, even if the Employee worked less than three hours, if:

a. the Assignment was concluded upon for less than 15 hours a week and Parties have not agreed upon fixed working hours;
b. the Customer has not or not unambiguously defined the scope of work.

Article 6. Prohibition of seconding on and direct employment relation

1. The Customer is not free to make the Employee available to a third party to be employed under the management and supervision of this third party.

2. The Customer is not allowed to enter into an employment contract, or any other form of employment relationship, during the period of the Assignment and/or within a period of 12 months after the end of the Assignment and/or if the Employee has not worked at least 2190 hours for the Customer on the basis of an Assignment between TOS and the Customer.

3. In the event that Customer breaches paragraph 2 of this article, Customer shall owe TOS an immediately payable fee, which is not open to judicial mitigation and judicial intervention. The transfer fee is equal to 25% of the applicable hourly Rate, multiplied by the number of remaining working hours as referred to in paragraph 2 of this article. If no Rate has been agreed, such compensation shall be equal to 50% of the gross hourly wage, which the Employee would have earned in accordance with Article 5, paragraphs 1 - 4, multiplied by the number of hours as referred to in paragraph 2 of this article. TOS is entitled to make a reasonable estimation of the applicable gross hourly wage, if the Customer refuses to cooperate in determining such gross hourly wage.

Article 7. Location of Employment

1. In case of employment abroad Customer is obliged to notify TOS before commencement of the activities of where they are to be executed as well as what the duration of the activities will be. Customer must also pass on any alteration in the sailing area, working area, country or place of the activities to TOS as soon as it becomes known. In case of a change in location, TOS may recall the Employee without stating reasons, in which case Customer is obliged to repatriate the Employee immediately and at his own costs.

2. Costs due to a change in the location of employment, such as local taxes, social security contributions, work permits or visa, etc., are not included in the Rate and shall be invoiced to the Customer at cost, unless explicitly agreed otherwise in writing.

Article 8. Liability, insurances and indemnity

1. TOS 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 and any other damages suffered or to be suffered by Customer and/or by third parties.

2. To the full exclusion referred to in paragraph 1, there is an exception when Customer proves that the damage was due to intention or gross negligence on the side of TOS. In this case TOS restricts its liability to 50% of the amount invoiced to Customer for making available the Employee who is in the closest connection to the effectuation of the damage. TOS is entitled to take measures to prevent or limit any loss or damage.

3. Customer is obliged to insure the Employee on board of ships along with any other crewmember against any damages to ship and/or third parties, especially under the "Hull and Machinery" and "Protection & Indemnity" insurances of the ship.

4. The Customer is obliged to conclude upon an adequate, comprehensive liability insurance, which also provides coverage to the Employee made available by TOS, against all direct and indirect damages as referred to in this article.

5. Customer indemnifies TOS and the Employee against claims of other employees of Customer or third parties, including subcontractors, customers or auxiliary persons of Customer.

6. The provisions in this article are also valid during the Employee's travelling days from the residential address to the work location and vice versa.

Article 9. Safety guarantees

1. Customer is held to give guidance to and supervise the Employee and the Employee is under his authority for the duration of the activities.

2. The Customer is not permitted to put the Employee to work at a location in an area where there is a hazard for the health of the Employee or where the safety of the Employee is or can be at risk.

3. If after commencement of the activities the health or the safety of the Employee runs or has run a risk, Customer is obliged to immediately repatriate the Employee it his own costs.

4. Customer is completely liable for all the damage that the Employee has suffered by or as a result of the degradation of his health or a threat to his safety.

5. Customer bears the responsibility to execute and comply with the employers' obligations imposed by the law (Dutch Working Conditions Act) with regard to safety and further working conditions, drafting an RI&E, as well as any further locally applicable laws and/or regulations.

6. Based on the Dutch Working Conditions Act and the general safety at work Customer 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 TOS 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.

7. TOS shall at all times fully cooperate with the execution of the Customers Drugs & Alcohol policy.

8. The Customer agrees to indemnify, defend and hold TOS harmless from and against all claims made against TOS on account of non-performance by the Customer of the

obligations referred to in this Article, and authorizes TOS to assign the claims in respect thereof to the party or parties directly concerned, or to assert the claims against the Customer also on behalf of TOS.

Article 10. Payment conditions

1. Invoices should be paid within 30 working days after dispatch. Customer is not permitted to set off, except as stipulated under paragraph 2 of this article.

2. Payments by Customer to the Employee are always effected at the risk of Customer. Any advance payments that Customer has paid to the Employee can only be set off against the amount that Customer owes to TOS if a written preceding approval of TOS has been given and on submission of receipts signed by the Employee.

3. If the approval, as referred to in paragraph 2 of this article, is not granted by TOS, Customer is obliged to always pay the invoices of TOS in full, even if Customer has receipts signed by the Employee.

4. The invoices of TOS are also based on the lists of hours approved by Customer. After approval any errors on the lists of hours are at the expenses of Customer.

5. The Customer is responsible for a correct and timely completion and (digital) authorization of lists of hours. Authorization is always done in writing, unless agreed otherwise.

6. If the Customer fails to comply with the provisions of paragraph 5 of this article, TOS may decide to issue invoices to the Customer on the basis of the facts and circumstances as they are known to TOS. TOS will not do so without prior proper consultation with the Customer, unless proper consultation is not possible.

7. The Customer shall ensure and be responsible for a correct, full and timely administration, if any reduction or subsidy scheme, such as the Wet Afdrachtvermindering Zeevaart ('Zeevaartfaciliteit'), is applicable. If and insofar the Customer does not fulfil its obligation in this respect, TOS retains the right to increase the Rate with retroactive aspect as per the first day of commencement of the Assignment. The Customer shall inform TOS immediately, if the Customer have knowledge of the fact that the application of the subsidy scheme is not or no longer possible, due to the project specifics and therefore non-compliance with the applicable regulations, for example due to changes in the project specifics, the vessel, sailing area, working location and/or the number of hours of work, etc. The Customer indemnifies TOS against all costs, directly or indirectly arising from the incorrect and/or untimely information provided to TOS.

8. Claims further to a received invoice by Customer must be declared to TOS within 14 days after date of the invoice. The payment obligation of the Customer is not suspended due to statement of the claim.

9. If the Customer fails to pay any outstanding amount on time, in full or at all, the Customer shall be in default by operation of law from the due date of the invoice in question. From that date, the Customer shall also be liable to pay default interest to TOS at a rate of 1% of the gross invoice amount per month, with part of a month counting as a whole month.

10. When in case of non-timely payment TOS proceeds to collection, the amount of the claim is increased by 10% administrative costs, with a minimum amount of € 400,00. On top of these, all the legal and extrajudicial costs are chargeable to Customer to the amount paid or owed by TOS.

Article 11. Rates

1. Customer owes to TOS a Rate for making the Employee available, which TOS confirms in writing (including e-mail) or by telephone, if written confirmation is not possible. Should any changes in rates occur pursuant to legislation, CBA-obligations or any other regulations, TOS will charge them on to Customer as from the time of commencement and with notification.

2. Unless TOS has given its written permission, Customer is forbidden to employ the Employee in a different function or rank from the function that has been agreed upon between Customer and TOS.

3. If the Employee is deployed in a lower function or rank than has been agreed upon between Customer and TOS, the agreed rate remains applicable.

4. If the Employee is deployed in a higher rank or function than has been agreed upon between Customer and TOS, then the daily Rate is adjusted accordingly.

5. The Rate is excluding costs for travelling, accommodation, food, visa(s), medical examination, training, unless otherwise agreed in writing. Such costs shall be charged to Customer at cost. Travelling 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 TOS shall charge a Fee to Customer, as described in articles 1 and 16.

Article 12. Resignation and Dissolution

1. The Assignment is agreed for a certain period of time, or for the duration of a project or voyage and will only end upon expiration of the agreed duration, unless explicitly otherwise agreed between Parties in writing. Early termination is not possible, unless explicitly agreed with the Customer that a 'temporary employment clause' is applicable to the temporary employment contract with the Employee. If a 'temporary employment clause' is applicable to the employment contract, no notification period should be taken into account.

2. If the compulsory transitional payment is due, in the event of termination of the employment contract (after 24 months of employment) on initiative of the Customer and there is no possibility to relocate the Employee elswhere, the following share ratio shall be applicable to the total costs:

a) Employment history with Customer (via TOS): 50% costs Customer / 50% costs TOS;
b) Employment history with Customer (direct employment): 100% costs Customer;
c) Employment history with TOS (other customers than Customer): 100% costs TOS.

3. If either party imputably fails to fulfil its obligations under the Assignment, the other party shall be entitled - in addition to the provisions of the Assignment - to cancel the Assignment by registered letter, without judicial intervention. Dissolution of the assignment shall not take effect until a written notice of default has been served upon the defaulting party, allowing a reasonable period to remedy the breach.

4.Moreover, either party is entitled to cancel the assignment in whole or in part by registered letter with immediate effect, without judicial intervention and without a reminder or notice of default being required in case of bankruptcy, moratorium, liquidation, ceasing of business, seizure of (part of) the assets of the other party.

5.If the Customer after being issued with a notice of default, still fails to perform any obligation under the assignment or fails to do so fully or in time, TOS will be entitled to suspend performance of its obligations to the Customer without a duty to pay any form of compensation to the Customer,

or the Customer will have to provide TOS with financial security by means of an advance or a (bank) guarantee. The size of the advance or (bank) guarantee must be in proportion to the obligations of the Customer under the assignment. TOS will also be entitled to do so if any of the circumstances referred to in Paragraph 3 of this Article arise.

6. If, in the opinion of TOS, there are serious doubts about the financial position of the Customer, the Customer will provide TOS, at its request, with the financial security referred to in paragraph 4.

Article 13. Non-attributable failing (Force majeure)

1. In the event of Force Majeure, the obligations of TOS under the contract shall be suspended for the duration of the Force Majeure event. The term 'Force Majeure' means any circumstance beyond the control of TOS which permanently or temporarily prevents TOS from performing the contract and the risk of which should not, pursuant to the law or in terms of reasonableness and equity, be borne by TOS.

2. Force Majeure includes, but is not limited to: strikes, sit-down strikes, blockades, embargoes, government action, war, revolution and/or similar occurrences, power failures, electronic communication network breakdowns, fire, explosion and other emergencies, water damage, floods, earthquakes and other natural disasters, as well as epidemic diseases affecting TOS members of staff.

3. Each of the Parties is entitled to terminate the Assignment by means of a written announcement to the other party if the Force Majeure extends a period of three months, without notice being required.

4. During the event of Force Majeure, TOS is not obliged to compensate any damage to the Customer, nor is TOS obliged to do so after termination of the Assignment as referred to in paragraph 3 of this article.

Article 14. Illness Employee and Repatriation

1.In case of illness or accident in which repatriation is necessary all the travelling expenses are at the expenses of Customer unless agreed upon differently in writing. In this respect also any costs arising from making a deputy available in time are included.

2. Should Customer 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 TOS. TOS 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 TOS.

Article 15. Relationship TOS and Customer

1. Customer and TOS shall evaluate the cooperation periodically, which shall be recorded in writing. After that the points of interest can serve as startingpoint for adjustment and fine tuning of the cooperation.

2. The Customer and TOS shall both appoint a contact person, who will maintain the Assignment.

3. Notifications with regard to the Assignment shall always be done in writing, unless otherwise agreed between parties. Oral agreements are not legally binding, unless these are confirmed in writing.

4. The Customer and TOS shall observe strict secrecy in respect of the information provided within the framework of the Assignment, unless a proper performance of the Assignment is hindered by the observance of secrecy or unless the

information must be disclosed by virtue of a legal obligation.

Article 16. Recruitment & Selection

1. These General Conditions shall apply mutatis mutandis to the relationship between TOS and the Customer in the event of a Recruitment & Selection Assignment, except for the provisions of article 6 and 17. In the event that the provisions of this article deviate from and/or incompatibility exist with the provisions of the General Conditions, the provisions of this article shall prevail.

2. Any reference in these General Conditions to 'Employee' and 'temporary employment', must be construed as a reference to 'Candidate' and 'Recruitment & Selection'.

3. TOS charges a Fee upon successful conclusion of the Recruitment & Selection procedure. The Recruitment & Selection procedure is deemed to be successfully concluded, when the Candidate proposed by TOS is approved by the Customer.

4. The Fee is equal to 23% of the Annual Salary as defined in article 1 of these General Conditions. No advertising costs or miscellaneous expenses shall be passed on to the Customer, unless otherwise agreed between TOS and the Customer.

5. The Assignment, insofar as relevant, sets out the duration of the Recruitment & Selection process, the procedures and the Fee charged by TOS to the Customer.

6. If the Customer enters directly into an employment contract with a candidate, or hires a Candidate proposed by TOS, and does so either during the Recruitment & Selection process or within twelve months thereafter, the Customer shall forfeit a penalty to TOS – which shall be immediately due and payable and shall not be open to judicial moderation – equal to the Fee agreed with the Customer for the Recruitment & Selection services or equal to the Fee that would have been charged if no direct employment relationship as referred to above had been entered into.

7. The Candidate is selected by TOS on the basis of i) the provided preferences of the Customer with regard to the required qualities and skills and the information regarding the work to be performed and ii) the qualities and skills of the Candidate, as known by TOS.

8. In offering a position of employment to the Candidate proposed by TOS, the Customer acts entirely at its own risk. TOS assumes no liability whatsoever for the suitability of the Candidate in respect of the position offered by the Customer. In addition, until commencement of the employment contract between the Customer and the Candidate proposed by TOS, the Customer shall remain subject to the liability stipulations in respect of the Customer, as referred to in Article 8 of these General Conditions.

Article 17. Payrolling

1. If the Employee and TOS have entered into a Payroll Agreement, the provisions of these General Conditions shall apply to the relationship between TOS and the Customer, except for the provisions of article 3, article 6 paragraph 2 and 3 and article 16. In the event that the provisions of this article deviate from and/or incompatibility exist with the provisions of these General Conditions, the provisions of this article shall prevail.

2. Any reference in these terms and conditions to 'temporary employment contract' or 'employment contract' must be construed, in the context of Payrolling, as a reference to 'Payroll Agreement' respectively.

3. If the Employee is incapable of undertaking work due to unforeseen circumstances, such as illness or burnout, non-working hours will also be invoiced, in instances where TOS is obliged to continue paying the Employee's wages.

4. The conditions of employment of the Customer shall apply, unless they are in conflict with the applicable (general binding) collective bargaining agreement for temporary Employees, and if expressly agreed in writing.

5. Before TOS enters into a Payroll Agreement with the Employee, the Customer must provide an accurate and full account of the Employee's employment history with the Customer. If the Customer fails to do so, for example by providing incomplete or incorrect information, the Customer is obliged to compensate TOS for any resulting loss or damage suffered or incurred by TOS.

6. The Assignment may only be terminated or dissolved once the Payroll Agreement between TOS and the Employee has been terminated lawfully. If necessary, the Customer will assist in the Payrolling of the Employee via a third employer or in (re)engaging the services of the Employee.

7. The Assignment may only be dissolved prematurely, before the agreed period, if circumstances arise that are of such nature that fulfilment of the obligations is impossible or, according to criteria of reasonableness and fairness, cannot be required anymore. If TOS is obliged to continue paying the Employee's wages, the Customer shall observe a minimum notice period of three months or a period equal to the period TOS is obliged to continue paying the Employee's wages if this period is longer than three months, unless otherwise agreed in writing.

Article 18. Practical Training and Guidance

1. If TOS and a pupil have agreed upon a temporary employment contract in connection with the practical training (BPV) during the learning pathway, called the Vocational Training (BOL) or Block or Day Release (BBL), these General Conditions apply mutatis mutandis between TOS and the Customer, except article 17 (Payrolling). The Customer would offer the learning work location in this respect.

2. The Customer shall appoint a Practical Assessor, who will be the coordinator for the Pupil, the contact person at the educational institute and for TOS.

3. The Customer shall endeavor to give the pupil the necessary practical experience with regard to the educational programme (BOL, BBL) of the Pupil.

Article 19. Privacy

1. TOS and the Customer, including their staff, shall observe strict secrecy in respect of the information provided within the framework of the Assignment. Customer can be held liable for all damages relating to unauthorized or careless usage and/or processing of personal information by Customer. TOS shall only provide or process personal data in accordance with the applicable laws and regulations

2. The Customer shall verify the identity of the Employee at the project location or on board of the vessel. If necessary, Customer can make a copy of the identity document for its own administration, unless the Employee did not give permission to make a copy of the document.

3. If Customer detects a Security Breach or reasonably suspects the occurrence of a Security Breach, Customer shall inform TOS and the relevant authorities as soon as possible. Customer is liable for any damage resulting thereof.

4. TOS cannot be held liable for any fines or claims imposed to Customer and/or

TOS, due to non-fulfilment of the obligations as stated in this article.

Article 20. Choice of law and jurisdiction

1. The legal relationship between parties is fully governed by Dutch law.

2. Disputes will exclusively be settled by the court of Rotterdam, The Netherlands.

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

TOS Crew B.V.
(Chamber of Commerce registration no.: 24364953)

TOS Energy B.V.
(Chamber of Commerce registration no.: 24423087)

TOS Port & Logistics B.V.
(Chamber of Commerce registration no.: 24350600)

Address:
Waalhaven O.Z. 77, building 4
Havennummer 2203a
3087 BM Rotterdam
The Netherlands
Phone number: (+31)10 - 436 62 93
E-mail: info@tospeople.nl
Website: www.tos.nl

Filed with the Chamber of Commerce in Rotterdam on the 18th of July, 2018.