

TERMS and CONDITIONS of Agency Services.
(to be used with pro-forma disbursement account on page 1)

It is hereby agreed between "ATHCO-TRANS", Ukraine, hereinafter referred to as AGENT in person of director basis of the Statute and **(...your company full name...country of residence...)** hereinafter referred to as PRINCIPAL in person of director basis of the Statute have concluded the present agreement about the following:

1) Subject of the agreement.

- i) In accordance with the terms of present agreement nominated AGENT renders ship's agency services of PRINCIPAL vessel mv **(...name of the vessel...)** at **(...name of the port or terminal...)** (and during transit passage of Kerch strait).
- ii) The term PRINCIPAL in this contract means a juridical or individual person, who operates the vessel on its behalf irrespective of whether such person is the owner of a vessel or operates the vessel on other legal grounds.

2) Obligations of the parties.

- i) PRINCIPAL sends to AGENT all requested information 72 hours prior vessel's arrival in the port of Mariupol and remit all requested funds in time, arranging value date of the transfer one working day prior vessel's sailing and keeping in mind that AGENT's bank is working till 1600lt.
- ii) AGENT shall be the agent of PRINCIPAL (whether or not nominated by the charterer, broker or other involved party in accordance with charter party provisions) and shall exercise due care and diligence in performing services to the vessel. AGENT is always acting for and on behalf of PRINCIPAL and its expense, on the Ukrainian territory in accordance with the Trade Navigation Code of Ukraine, the port of Mariupol Code of Customs, other Ukrainian laws.

3) Price and payment condition.

- i) Pro-forma disbursement account shown on page 1 is subject to change. It does not include possible ship's extra expenses The rates of pilotage, tugs and mooring / unmooring dues and charges is subject to the following surcharges:
 - on working days after 2200lt up to before 0600lt - 25%
 - on Sat, Sun, holiday after 0600lt up to before 2200lt - 50%
 - on Sat, Sun, holiday after 2200lt up to before 0600lt - 100%
- ii) PRINCIPAL or its fiduciary or other involved party shall pay by telegraphic transfer to AGENT's bank account due amount as AGENT may request as an advance on port disbursements which AGENT estimates will be incurred on PRINCIPAL's behalf. If PRINCIPAL should fail to comply with AGENT's request the vessel may be detained by port authorities.
- iii) PRINCIPAL must arrange payment of pro-forma disbursement account in advance in accordance with clause 2 point i) and pro-forma DA. All charges for money transfer including intermediate bank charges are at the expense of PRINCIPAL.
- iv) Difference between pro-forma disbursement account and final disbursement account shall be paid by PRINCIPAL in a period of not more than 5 days from the date of receipt of final disbursement account by mail. If PRINCIPAL fails to arrange payment in full of any sum due to AGENT or any other third party within the agreed period AGENT shall be entitled to recover interest at the daily rate 1% during the period when the sum is outstanding.

4) Jurisdiction.

- i) AGENT and PRINCIPAL agree that all the disputes arising in the course of the present agreement implementation shall be solved through negotiations of the authorized representative of the parties.
- ii) In case AGENT and PRINCIPAL can not come to mutual arrangement any dispute arising out of the present agreement or in connection with it to be referred for consideration and final settlement to the Marine Arbitration Commission at the Ukrainian Chamber of Commerce and Industry. AGENT and PRINCIPAL agree that as to the consideration and settlement of the dispute the rules of the Marine Arbitration Commission at the Ukrainian Chamber of Commerce and Industry shall apply. The present agreement shall be regulated by the substantive law of Ukraine.

5) Force-majeure.

- i) Upon occurrence of events of inability of partial or full performance of duties under this Contract , as fire, flood, earthquake and other natural phenomena, other natural calamities, war and warlike actions, blockade, embargo, and other international sanctions, strike, acts of governmental organs that cause impossibility of performance of duties under this Contract , Parties shall be relieved from liability for non-performance of their duties to the extent of time of lasting of force-majeure events.
- ii) Party for which force-majeure events occurred, shall, not more than within five days of the time of occurrence or expiry thereof, shall notify in written another Party.

6) Duration and termination.

- i) The agreement comes into force on the date of PRINCIPAL's agency appointment letter or e-mail.
- ii) The present agreement is valid only for one forthcoming voyage of PRINCIPAL's vessel in the port of Mariupol, until AGENT and PRINCIPAL fully fulfilled their obligations and cannot be prolonged.