

Agency Service Contract

Ship operator: _____ (Hereinafter referred to _____) and the agent: SUNIC-OCEAN Marine Technical & Service CO., LTD, (hereinafter referred to SUNIC-OCEAN) entered into the present service contract (hereinafter referred to this Contract) on the date of _____ (DD/MM/YYYY) for the following after equal consultation and on the basis of truthfully and/or completely expressing respective intentions, and this Contract shall be abided by both ship operator and SUNIC-OCEAN:

1. Background

1.1 As required by China MSA , _____ xxxxxx shall, prior to ship's operation or entry or departure of Chinese ports (except Hongkong, Macau and Taiwan), conclude an agreement (hereinafter referred to the Agreement) with a qualified Ship Pollution Response Organization (hereinafter referred to SPRO) in accordance with Article 33 of the Regulations of the People's Republic of China on Administration of the Prevention and Control of Marine Environment Pollution from Ships, and relevant provisions and Detailed Rules .

1.2 This Contract is for SUNIC-OCEAN, as the recognized agent [Register No. 2011(941)] by Maritime Safety Administration of the People's Republic of China (hereinafter referred to China MSA), to assist ship operator to conclude the Agreement with SPRO in accordance with these above-mentioned Regulations , to facilitate and ensure the agreed ship's entry, departure or operations formalities in Chinese Ports .

2 Ships covered

The agreed ships listed in Annex I are covered by this Contract for which

SUNIC-OCEAN provides services to facilitate the agreed ships' entry, departure of port and operation formalities with respect to the implementation of regime of agreement for ship pollution response. Additional ships can be added to the list in Annex I upon ship operator and SUNIC-OCEAN reach a written mutual agreement.

3 Obligations of SUNIC-OCEAN

3.1 SUNIC-OCEAN shall exercise reasonable skills, care, efficiency and diligence in carrying out the authorized services envisaged under this Contract.

3.2 SUNIC-OCEAN shall advise ship operator of all necessary provisions with respect to signing of the Agreement promulgated by China MSA or local MSAs, including updated information of SPRO(s) with appropriate level of qualification approved by MSAs.

3.3 SUNIC-OCEAN shall identify the appropriate SPRO(s) with which shall sign the Agreement to perform the obligations required in relevant Regulations of China MSA and local MSAs, and negotiate with the appropriate SPRO(s) on the terms and clauses of the Agreement (with reference of MSA Sample Agreement with IG supplemental clauses (IG Sample Agreement 6 December 2011) on revision, extension and termination of the Agreement, and suggest the suitable SPRO(s) to ship operator.

3.4 SUNIC-OCEAN shall strictly follow the instructions of ship operator and act within the authorization of ship operator to sign the Agreement with the SPRO selected by ship operator on behalf of ship operator. SUNIC-OCEAN shall send a copy of the Agreement signed by email or fax to ship operator within 48 hours after the execution is completed with the SPRO.

3.5 SUNIC-OCEAN shall keep the originals of effective Agreements safely and send them to ship operator when requested at the cost of ship operator.

3.6 SUNIC-OCEAN shall provide the required coordination service timely according to the information of Vessel Voyage Notice provided by ship operator or her port agent , with local MSA , ship operator ' s port agent and SPRO , to facilitate the agreed ship's entry, departure or operations formalities.

3.7 SUNIC-OCEAN shall update ship operator with material changes of status of the SPROs with which ship operator has entered into agreement as soon as SUNIC-OCEAN becomes aware of such changes.

3.8 SUNIC-OCEAN shall make itself available for service 24/7 by providing ship operator with an emergency contact list (see Annex II) and updating it timely in case of changes.

3.9 Under the instruction of ship operator, SUNIC-OCEAN may provide other services as follows:

(A) Coordinate with the agreed SPRO on the matter of ship pollution emergency response exercises as required by the Detailed Rules in accordance with the Agreement.

(B) Coordinate with SPRO, MSA and others to facilitate ship operator to implement to obligations under the regime of agreement for ship pollution response without delay of the agreed ships' schedule, if any.

4. Obligations of Ship Operator

4.1 Ship operator shall ensure herself is the proper party to enter into contract with SPROs for the agreed ship(s) pursuant to Article 18 of the Detailed Rules of Maritime Safety Administration of the People's Republic of China on the Implementation of the Administration Regime of Agreement for Ship Pollution Response.

4.2 Ship operator shall issue the letter of authorization (with reference of IG Sample letter of authorization, IG LoA dated 6 December 2011) to SUNIC-OCEAN within 48 hours¹ after this Contract is signed. Ship

¹ The time is close related with the voyage of the first agreed ships.

operator shall send the photocopy of letter of authorization by fax or email to SUNIC-OCEAN and mail 3 copies² of original letter of authorization within 20 days to SUNIC-OCEAN , together with 3 copies of the signed Contract .

4.3 Ship operator shall inform SUNIC-OCEAN of each intended call of the Ships to Chinese ports together with the appointed local ship agent at least 4 days³ prior to the ship(s)' arrival according to the Vessel Voyage Notice Form by fax or other electronic way . In case of emergency situations, ship operator shall get in contact with SUNIC-OCEAN as soon as aware of the changes so that SUNIC-OCEAN and ship operator can work out a solution together.

4.4 Ship operator shall confirm to SUNIC-OCEAN its choice of SPRO together with the Agreement wordings which it accepts as far in advance of the agreed ship's arrival as possible but in any event no later than 3 days prior to arrival at a Chinese port.

4.5 Ship operator shall provide SUNIC-OCEAN with an emergency contact number for the sake of urgent situations, and update any changes thereof.

4.6 Ship operator shall give SUNIC-OCEAN clear instruction in writing on other services provided in clause 3.9.

4.7 Ship operator shall properly maintain P&I cover or other insurance, which shall specifically include coverage for pollution liabilities, including clean-up expenses, as required by applicable laws .

5. Liabilities

5.1 SUNIC-OCEAN shall not be liable for any fines, losses, damages, or penalties suffered by ship operator arising from MSA's refusal or delay to accept the Agreement signed by SUNIC-OCEAN on behalf of ship operator, unless such refusal or delay is caused by the fault or negligence of SUNIC-OCEAN in providing SPRO candidate which is not officially

² The amount of copies will depends on the number of the Agreements which shall be submitted to MSA.

³ It is dependant on the requirement of MSA on the entry formalities before the arrival of his ship.

approved by MSA .

5.2 SUNIC-OCEAN shall not be liable for losses or damages suffered by ship operator arising from delays to the Ship(s)' schedule caused by ship operator's failure to pay the retainer fees charged by SPROs in a timely manner, unless ship operator has had sufficient cash deposit with SUNIC-OCEAN in the manner specified in clause 7.5.

5.3 Under no circumstances shall SUNIC-OCEAN provide any guarantee to ship operator regarding performance of any SPROs either in terms of the SPROs' meeting its contractual liabilities under the Agreement or in terms of the SPROs' meeting the demands and criteria of MSA .

5.4 It is ship operator's own responsibility to ensure that the Agreement is accepted by the P&I Club with which the agreed ship is entered so that the Club's cover will not be prejudiced. SUNIC-OCEAN shall not be liable for any losses, damages or liabilities sustained by ship operator due to the prejudiced cover caused by the Agreement.

5.5 Ship operator agrees to indemnify and hold harmless to SUNIC-OCEAN, its directors, managers, or employees from all claims, losses, damages, liabilities, costs and expenses arising from SUNIC-OCEAN's providing the services or fulfilling its obligations as specified in this Contract and , or other services are carried out in line with ship operator's instructions, unless such claims, losses, damages, liabilities, costs and expenses are caused by the direct fault or negligence of SUNIC-OCEAN, or its directors, managers or employees under the obligation specified in this contract .

6. Confidentiality

6.1 After conclusion of this Contract, no matter whether this Contract is in effect or not, or no matter whether this Contract is terminated, both parties are obliged to keep all the materials and information provided by the other party confidential. Except where the relevant data, knowledge, information and documents have already become public domain through no fault of any party, and except that both parties may disclose this

Contract to their respective insurers and such government authorities as the MSA may obtain the said materials and information in accordance with law, both parties shall not make in public the contents of such materials and information.

7. Fees and Payments

7.1 It is agreed that the fees for the services rendered under this Contract charged by SUNIC-OCEAN are specified and consist of as follows:

(A) USD 300.0 per initial Agreement between ship operator and SPRO regardless how many ships covered by the Agreement , with the cap of USD 2000.0 per ship operator annually .

(B) USD 100.0 for renewal or extension of the existing Agreement. However, if the terms and conditions of the Agreement need to be re-negotiated, USD 200.0 per Agreement regardless how many ships covered by the Agreement. For the long-term custom, the following annual cap is USD 1000.0 per ship operator.

(C) USD 50.0 per agreed ship per voyage for facilitating the agreed ship' entry, departure or operation formalities with coordinating with Operator's port agent , MSA and SPRO , with the cap of USD 500.0 per ship annually.

(D) Actual expense on delivery the original documents (Agency Service Contracts or SPRO Service Agreement) to ship operators at USD 30.0 per delivery ; and actual expense of transferring the retainer fees and response costs from ship operator to the agreed SPRO(s) at USD 30.0, per wire payment, and other actual expenses incurred to SUNIC-OCEAN providing other services on behalf of ship operator under the instruction of ship operator as described in clause 3.8.

7.2 SUNIC-OCEAN's service fee shall in any and all circumstances be charged separately from the retainer fee and response costs that are charged by SPROs or any other third parties.

7.3 SUNIC-OCEAN will submit an invoice to ship operator via either

email or fax for each 30 days since this contract effected , with the detailed debit list of the expenses with SUNIC-OCEAN including the items mentioned in clause 7.1 , and the expenses with SPROs including the Retainer fees and respond charge if ship operators agreed .

7.4 Ship operator shall settle the invoice with debit note submitted by the SUNIC-OCEAN issued in line with clause 7.1 for services rendered within 15 days upon receipt of an electronic version of the debit note .

7.5 SUNIC-OCEAN is not obligated to any advance third party fees on behalf of ship operator, including but not limited to the retainer fees and response costs charged by SPROs , unless with writing instruction from ship operator .

7.6 Ship operator agreed, immediately after this Contract becomes effective, remit an agreed amount of USD cash deposit for one ship to SUNIC-OCEAN, for the purpose of paying the retainer fees charged by SPROs and settling the debit note of SUNIC-OCEAN for services rendered. When the cash deposit is used out or becomes insufficient to cover the cost of the Ship's next call, ship operator may make another remittance in an agreed amount. In case of ship operator doing so, SUNIC-OCEAN shall keep a clear and complete account record regarding use of this cash deposit, including informing ship operator of the amount of retainer fee paid to the SPRO within 3 working days after such fee is paid out or is incurred, submitting a monthly debit report detailing the service fee charged by SUNIC-OCEAN and retainer fee paid out , and making available a complete account breakdown whenever required by ship operator. At the time of termination of this Contract, SUNIC-OCEAN shall return any balance of the cash deposit to ship operator within 7 days after this Contract is terminated.

8. Entry into Effect, Modification and Termination

8.1 This Contract shall enter into effect as of signed and stamped by both parties which is later and will continue to be valid until terminated by either of the Parties .

8.2 Either party may terminate this Contract by give 10 days prior

written notice to the other party.

8.3 In case of termination of this Contract, ship operator undertakes to pay for services rendered prior to the termination of the Contract within 7 days from the receipt of debit notes from SUNIC-OCEAN.

9. Applicable Law and Jurisdiction

9.1 Laws of the People's Republic of China shall be applied to this Contract and disputes arising from this Contract.

9.2 Any and all disputes arising from this Contract shall be solved through both parties' mutual negotiation; where no resolution is reached after negotiation, such dispute shall be submitted to the court of Peoples' Republic of China.

10. Copy of this Contract

10.1 This Contract is in 3 copies, each copy bears the same legal effect. Each party holds one copy, and the third copy is for China MSA which shall be submitted by SUNIC-OCEAN according to the requirements of China MSA.

10.2 The undersigned below irrevocably warrant that they are fully and duly authorized by their respective parties to sign and execute this Contract.

For Ship operator:

Signature & Company Seal: _____

Print Name: _____

Title: _____

Date: _____

Company Name: _____

For SUNIC-OCEAN :

Signature & Company Seal: _____

Print Name: _____

Title: _____

Date: _____

Annex I

List of the Agreed Ships under this Contract

S/N	Name of vessel	Nationality	IMO number	Call sign	Type	Gross Tonnage	Year of build	P&I Club or insurer
1								
2								
3								
4								
5								
6								
7								
8								

Annex II

Contact List of SUNIC-OCEAN

欧森海事的联系方式

Address: Floor 9, KaiXuan Building, No.43 of DongHai West Rd, Qingdao, ShanDong Province, the People's Republic of China. PC: 266071

Tel: +86 532 58862111 (7 lines),
+86 532 58862122 for (24/7 operation)
Fax: +86 532 58862233 / 58862234 (for 24/7)

Email Address:

Manager :	Mr. Robin Kuang	service@sunic-ocean.com
For operators in Asia:	Mr. Wang Sai ,	service-1@sunic-ocean.com
For operators in Europe:	Miss. Xie Hongjie	service-2@sunic-ocean.com
For operators in America:	Miss: Zhang Ran	service-3@sunic-ocean.com
For operators in other area:	Mr : Wu Chao	service-4@sunic-ocean.com

Annex III

Sample of Debit Note :