

TERMS OF BUSINESS

CrewBridge Limited

Document Control

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1. DEFINITIONS AND INTERPRETATION

In these Terms:

Client means the person, company, vessel owner, aircraft owner, employment company, trust company, corporate entity, Professional seafarer, CrewBridge Compass member or other organisation engaging CrewBridge.

CrewBridge, we, us and our means CrewBridge Limited and, where applicable, its subsidiaries, affiliates and associated companies.

Engagement Document means the specific agreement, engagement letter, service agreement, proposal, schedule of services, quotation or other written document under which CrewBridge provides services to the Client.

Services means any services provided by CrewBridge under an Engagement Document. References to legislation include any amendment, replacement or re-enactment thereof.



2. APPLICATION OF THESE TERMS

- 2.1. These Terms apply to all Services provided by CrewBridge.
- 2.2. Services may include, without limitation:
 - ☒ crew provision services;
 - ☒ employment company services;
 - ☒ payroll administration services;
 - ☒ crew administration services;
 - ☒ maritime labour convention compliance services, including Section 12 crew administration arrangements;
 - ☒ recruitment and placement support services;
 - ☒ employment administration services;
 - ☒ HR administration services;
 - ☒ compliance monitoring services;
 - ☒ aircraft registration services;
 - ☒ managed contractor administration services;
 - ☒ CrewBridge Compass membership services;
 - ☒ contractor onboarding services;
 - ☒ contractor compliance services;
 - ☒ contractor career administration services;
 - ☒ digital credential management services;
 - ☒ Contractor document management services; and
 - ☒ any ancillary or related services agreed between the parties.
- 2.3. The specific Services to be provided shall be set out in the applicable Engagement Document.
- 2.4. These Terms are incorporated into every Engagement Document.
- 2.5. In the event of any inconsistency between these Terms and an Engagement Document, the Engagement Document shall prevail.
- 2.6. The Engagement Document and these Terms together constitute the entire agreement between the parties.



3. NATURE OF SERVICES

- 3.1. Unless expressly stated otherwise in an Engagement Document, CrewBridge acts solely as an independent contractor.
- 3.2. CrewBridge does not:
 - 3.2.1. become the employer of any individual unless expressly stated in the applicable Engagement Document;
 - 3.2.2. employ, engage or assume responsibility for any crew member, employee, contractor, consultant or worker supplied to, engaged by or associated with the Client unless expressly agreed in writing;
 - 3.2.3. assume operational control, management or ownership of any vessel;
 - 3.2.4. assume operational control, management or ownership of any aircraft;
 - 3.2.5. assume responsibility for the Client's business operations, commercial decisions or regulatory obligations;
 - 3.2.6. provide legal advice;
 - 3.2.7. provide tax advice; or
 - 3.2.8. provide regulated financial services.
- 3.3. Unless expressly stated otherwise in the applicable Engagement Document, responsibility for all employment, labour, immigration, social security, payroll, tax withholding, pension and related obligations shall remain with the employer, vessel owner, aircraft owner or other person identified as responsible under the applicable Engagement Document.
- 3.4. Nothing in these Terms or any Engagement Document shall be construed as creating an employment relationship between CrewBridge and any crew member, employee, contractor, consultant or worker engaged by the Client, except where CrewBridge is expressly identified as the employer under the applicable Engagement Document.
- 3.5. Where Services are provided under the CrewBridge Compass Managed Contractor Administration Model, CrewBridge acts solely as an administrative service provider to the Professional Seafarer and does not, by virtue of those Services alone, become the employer of the Professional Seafarer. Employment shall arise only where an Employment Company or other entity is expressly identified as the employer under a separate Seafarer's Employment Agreement or other Engagement Document.



- 3.6. The Client shall obtain independent professional advice whenever required.
- 3.7. Any guidance provided by CrewBridge is administrative and operational in nature and shall not be relied upon as legal, tax or financial advice.

4. RELATIONSHIP OF PARTIES

- 4.1. Nothing in these Terms creates any partnership, joint venture, fiduciary relationship or agency between the parties.
- 4.2. Neither Party may bind the other except as expressly authorised in writing.

5. ELECTRONIC SIGNATURES

- 5.1. The parties agree that this Agreement and any Engagement Document may be executed electronically and that electronic signatures shall have the same legal effect as handwritten signatures.
- 5.2. Any Engagement Document may be executed in counterparts, each of which shall constitute an original and together constitute one instrument.

6. RELIANCE ON DELIVERABLES

- 6.1. Any reports, advice, documentation, calculations, payroll outputs, compliance records, certificates, correspondence, recommendations, opinions, registrations, filings or other deliverables provided by CrewBridge are prepared solely for the benefit of the Client and for the purposes of the applicable Engagement Document.
- 6.2. The Client shall not disclose, circulate, publish or provide any deliverable to a third party for the purpose of reliance without CrewBridge's prior written consent.
- 6.3. No third party shall acquire any rights against CrewBridge or be entitled to rely upon any deliverable produced by CrewBridge unless CrewBridge has expressly agreed in writing that such third party may do so.
- 6.4. CrewBridge accepts no duty of care, responsibility or liability to any third party in respect of any deliverable unless expressly agreed in writing.



7. CLIENT RESPONSIBILITIES

7.1. The Client shall:

- ☒ provide accurate, complete and timely information;
- ☒ promptly notify CrewBridge of any material changes affecting the Services;
- ☒ cooperate fully with CrewBridge;
- ☒ provide all documents reasonably requested;
- ☒ obtain and maintain all licences, permits and approvals required for its activities;
- ☒ comply with all applicable laws and regulations;
- ☒ review documents, reports and outputs supplied by CrewBridge promptly; and
- ☒ ensure adequate funding is available where Services involve payroll administration, wage payments, disbursements or third-party payments.

7.2. The Professional Seafarer shall:

- ☒ maintain valid certificates;
- ☒ notify CrewBridge of changes affecting employability;
- ☒ maintain immigration status;
- ☒ keep passport details current;
- ☒ comply with vessel policies;
- ☒ maintain medical fitness.

7.3. The Professional Seafarer acknowledges that CrewBridge does not guarantee the availability of assignments, employment opportunities, vessel placements or minimum levels of income under the CrewBridge Compass Managed Contractor Administration Model.

7.4. CrewBridge shall not be liable for any loss, delay, cost, claim or liability arising from inaccurate, incomplete, misleading or delayed information supplied by the Client.

7.5. CrewBridge may rely upon information supplied by the Client without independent verification.



8. FEES, DISBURSEMENTS AND PAYMENT

- 8.1. Fees shall be those set out in the applicable Engagement Document.
- 8.2. Unless otherwise stated:
 - ☒ invoices are payable immediately upon presentation;
 - ☒ all fees are exclusive of taxes;
 - ☒ third-party costs and disbursements are payable in addition to fees.
- 8.3. CrewBridge may require funds to be provided in advance before performing Services or making payments on behalf of the Client.
- 8.4. CrewBridge shall not be obliged to:
 - ☒ process payroll;
 - ☒ pay wages;
 - ☒ make disbursements;
 - ☒ pay third-party invoices; or
 - ☒ continue providing Servicesunless sufficient cleared funds have been received.
- 8.5. Where the Client engages CrewBridge under the CrewBridge Compass Managed Contractor Administration Model, the Client may be required to pay membership fees, administration fees, subscription fees or other service charges as specified in the applicable Engagement Document or published Fee Schedule.
- 8.6. Where expressly authorised in writing by the Client, CrewBridge may deduct fees, charges or reimbursable expenses from monies otherwise payable to or for the benefit of the Client, including salary, wages, fees, allowance, reimbursements or any other monies processed by or through CrewBridge, an Employment Company or any other authorised payment provider provided such deductions are permitted by applicable law and any relevant employment agreement.
- 8.7. The Client may request optional or additional services from CrewBridge from time to time. Such services shall be charged at CrewBridge's prevailing rates unless otherwise agreed in writing.



- 8.8. CrewBridge may suspend any CrewBridge Compass membership services where membership fees or other amounts remain outstanding, provided such suspension shall not affect any statutory or contractual obligations owed by an Employment Company to an employee under a separate employment agreement.
- 8.9. Interest may be charged on overdue amounts at 4% above the Bank of England base rate from time to time.
- 8.10. The Client shall reimburse all reasonable costs incurred in recovering overdue amounts.
- 8.11. CrewBridge may suspend Services where:
 - 8.11.1. invoices remain unpaid;
 - 8.11.2. AML or sanctions requirements are not satisfied;
 - 8.11.3. requested information is not provided; or
 - 8.11.4. CrewBridge reasonably believes continuation may expose it to legal, regulatory or reputational risk.

9. ANTI-MONEY LAUNDERING, SANCTIONS AND DUE DILIGENCE

- 9.1. CrewBridge is subject to applicable anti-money laundering, counter-terrorist financing and sanctions legislation.
- 9.2. The Client shall provide all information and documentation reasonably requested by CrewBridge, including:
 - 🔗 proof of identity;
 - 🔗 proof of address;
 - 🔗 corporate records;
 - 🔗 beneficial ownership information;
 - 🔗 source of funds information;
 - 🔗 source of wealth information; and
 - 🔗 any other information required by law.
- 9.3. CrewBridge may undertake electronic verification checks and utilise third-party verification providers.
- 9.4. CrewBridge may conduct ongoing monitoring throughout the relationship.



- 9.5. If requested information is not provided:
- ☒ Services may be delayed;
 - ☒ Services may be suspended; and/or
 - ☒ the engagement may be terminated immediately.
- 9.6. Where CrewBridge knows or suspects money laundering, terrorist financing, sanctions breaches or other criminal conduct, CrewBridge may report such matters to the relevant authorities and shall not be liable for doing so.
- 9.7. CrewBridge may be prohibited by law from informing the Client that a report has been made.

10. CONFIDENTIALITY

- 10.1. Each party shall keep confidential all confidential information obtained during the relationship.
- 10.2. CrewBridge may maintain anonymised statistical, operational and performance data derived from information provided by Clients for business management, compliance, service improvement and analytical purposes, provided no individual Client is identifiable.
- 10.3. Confidential information may be disclosed:
- ☒ with consent;
 - ☒ where required by law;
 - ☒ where required by a regulator;
 - ☒ to professional advisers;
 - ☒ to insurers;
 - ☒ to auditors;
 - ☒ to service providers engaged by CrewBridge; or
 - ☒ where reasonably necessary for provision of the Services.
- 10.4. This clause survives termination.



11. DATA PROTECTION

- 11.1. Each party shall comply with applicable data protection legislation.
- 11.2. Where CrewBridge processes personal data on behalf of the Client, CrewBridge shall:
- ☒ process data only for legitimate purposes connected with the Services;
 - ☒ maintain appropriate technical and organisational security measures;
 - ☒ notify the Client of material personal data breaches where required by law; and
 - ☒ permit the use of appropriate subcontractors and service providers.
- 11.3. The Client remains responsible for ensuring it has lawful authority to provide personal data to CrewBridge.
- 11.4. Where the Services include contractor administration, employment administration or CrewBridge Compass membership services, the Client authorises CrewBridge to collect, store, process and maintain employment and professional records relating to the Client, including, without limitation:
- ☒ passports and travel documents;
 - ☒ visas and immigration records;
 - ☒ certificates of competency;
 - ☒ certificates of proficiency;
 - ☒ training records;
 - ☒ medical certificates;
 - ☒ vaccination records;
 - ☒ employment history;
 - ☒ references;
 - ☒ payroll information;
 - ☒ banking details;
 - ☒ next of kin information;
 - ☒ emergency contact details; and
 - ☒ any other documentation reasonably required for maritime employment, regulatory compliance or contractor administration.
- 11.5. The Client authorises CrewBridge to disclose such information where reasonably necessary for:
- ☒ securing employment opportunities;
 - ☒ presenting the Professional Seafarer to prospective vessel owners, operators, managers or other prospective clients for the purposes of placement, engagement or assignment;



- ☒ administering employment arrangements;
- ☒ payroll administration;
- ☒ compliance with the Maritime Labour Convention, flag State requirements or other applicable maritime legislation;
- ☒ immigration or visa processing;
- ☒ travel arrangements;
- ☒ insurance administration;
- ☒ verification of qualifications and certifications; or
- ☒ compliance with applicable laws and regulatory requirements, provided that such disclosure is made in accordance with applicable data protection legislation.

11.6. The Client acknowledges that CrewBridge may provide Services through secure electronic systems, client portals or digital platforms and consents to the electronic storage, management and exchange of documents, records and communications using such systems, subject always to applicable data protection legislation.

1. SUBCONTRACTING

- 1.1. CrewBridge may subcontract any part of the Services to appropriately qualified third parties.
- 1.2. CrewBridge may utilise affiliated companies, contractors, consultants, software providers and specialist service providers.
- 1.3. Unless expressly stated otherwise in the applicable Engagement Document, CrewBridge remains responsible for the performance of subcontracted Services.

2. REGULATORY MATTERS

- 2.1. The Client remains responsible for compliance with laws applicable to its activities.
- 2.2. CrewBridge may communicate with regulators, authorities, registries, government departments and industry bodies where reasonably required.
- 2.3. CrewBridge may disclose information where required by law or regulation.



- 2.4. Where Services rely upon a licence, registration, approval or authorisation held by CrewBridge, CrewBridge shall use reasonable endeavours to maintain such authorisation but gives no guarantee that any regulatory approval or arrangement will continue.
- 2.5. CrewBridge shall not be liable for regulatory decisions, policy changes or actions taken by competent authorities.

3. RECORDS AND RETENTION

- 3.1. CrewBridge may retain records for such periods as required by law, regulation, professional obligations or internal policy.
- 3.2. Records may be retained electronically.
- 3.3. CrewBridge may charge reasonable fees for retrieval, copying or transfer of archived records.
- 3.4. Following expiry of applicable retention periods, CrewBridge may securely destroy records without further notice.

4. INSURANCE

- 4.1. CrewBridge shall maintain professional indemnity insurance and any other insurance it considers appropriate.
- 4.2. Evidence of insurance may be provided upon reasonable request.



5. LIABILITY

- 5.1. CrewBridge shall perform the Services with reasonable skill, care and diligence.
- 5.2. To the fullest extent permitted by law, CrewBridge shall not be liable for any:
 - 5.2.1. indirect loss;
 - 5.2.2. consequential loss;
 - 5.2.3. special loss;
 - 5.2.4. loss of profits;
 - 5.2.5. loss of revenue;
 - 5.2.6. loss of business;
 - 5.2.7. loss of opportunity;
 - 5.2.8. loss of goodwill;
 - 5.2.9. loss of anticipated savings;
 - 5.2.10. loss of contracts; or
 - 5.2.11. reputational damage.
- 5.3. CrewBridge shall not be liable for any failure, delay, interruption, inaccuracy, corruption of data, unavailability of service or other loss arising from:
 - 5.3.1. third-party software providers;
 - 5.3.2. payroll platforms;
 - 5.3.3. banking systems;
 - 5.3.4. payment processing systems;
 - 5.3.5. telecommunications providers;
 - 5.3.6. internet service providers;
 - 5.3.7. cloud hosting providers;
 - 5.3.8. governmental, regulatory or registry platforms; or
 - 5.3.9. any other third-party systems or services, where such failure, delay, interruption, inaccuracy or loss is beyond CrewBridge's reasonable control.
- 5.4. CrewBridge shall use reasonable endeavours to mitigate the effects of any such failure or interruption and resume the Services as soon as reasonably practicable.



- 5.5. CrewBridge shall not be liable for any loss arising from:
 - 5.5.1. information supplied by the Client;
 - 5.5.2. inaccurate, incomplete, misleading or delayed information supplied by the Client;
 - 5.5.3. acts or omissions of third parties;
 - 5.5.4. decisions taken by the Client; or
 - 5.5.5. actions taken by CrewBridge in reliance upon information supplied by the Client.

- 5.6. CrewBridge shall not be liable for:
 - 5.6.1. regulatory decisions;
 - 5.6.2. policy changes;
 - 5.6.3. legislative changes;
 - 5.6.4. changes in regulatory interpretation; or
 - 5.6.5. actions taken by competent authorities.

- 5.7. Subject to Clause 16.10, CrewBridge's total aggregate liability arising out of or in connection with any Engagement Document, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of:
 - 5.7.1. the fees paid by the Client during the twelve months immediately preceding the event giving rise to the claim; or
 - 5.7.2. £250,000.

- 5.8. No claim may be brought against CrewBridge more than two years after the date on which the Client became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.

- 5.9. Nothing in these Terms shall exclude or limit liability for:
 - 5.9.1. fraud;
 - 5.9.2. fraudulent misrepresentation;
 - 5.9.3. wilful misconduct;
 - 5.9.4. death or personal injury caused by negligence; or
 - 5.9.5. any liability which cannot lawfully be excluded or limited.



6. CLIENT INDEMNITY

- 6.1. The Client shall indemnify and hold harmless CrewBridge against losses, liabilities, costs, claims and expenses arising from:
- ☒ inaccurate information supplied by the Client;
 - ☒ breach of law by the Client;
 - ☒ vessel operations;
 - ☒ aircraft operations;
 - ☒ employment decisions made by the Client;
 - ☒ tax liabilities;
 - ☒ sanctions breaches;
 - ☒ regulatory breaches; or
 - ☒ claims brought by third parties arising from matters under the Client's control.
- 6.2. This indemnity survives termination.

7. INTELLECTUAL PROPERTY

- 7.1. All intellectual property rights belonging to CrewBridge remain the property of CrewBridge.
- 7.2. The Client receives only a non-exclusive right to use documents produced for the purposes for which they were created.

8. NON-SOLICITATION

- 8.1. During the engagement and for twelve months following termination, the Client shall not directly solicit or employ any employee, contractor or consultant of CrewBridge without CrewBridge's prior written consent.
- 8.2. The Client shall indemnify CrewBridge for all reasonable recruitment, replacement and associated costs incurred as a result of the breach, subject to a minimum charge equal to 30% of the individual's annual gross remuneration.



9. FORCE MAJEURE

- 9.1. Neither party shall be liable for delay or failure resulting from events beyond reasonable control including:
- ☒ natural disasters;
 - ☒ war;
 - ☒ terrorism;
 - ☒ strikes;
 - ☒ pandemics;
 - ☒ cyber incidents;
 - ☒ utility failures;
 - ☒ software failures;
 - ☒ regulatory intervention; or
 - ☒ governmental restrictions.

10. TERM AND TERMINATION

- 10.1. These Terms shall remain in effect for the duration of the Engagement Document.
- 10.2. Either party may terminate the engagement by giving three months' written notice unless otherwise stated in the Engagement Document.
- 10.3. CrewBridge may terminate immediately where:
- ☒ AML requirements are not satisfied;
 - ☒ sanctions concerns arise;
 - ☒ the Client commits a material breach;
 - ☒ the Client becomes insolvent; or
 - ☒ continuing the engagement would expose CrewBridge to legal or regulatory risk.
- 10.4. Upon termination:
- ☒ all outstanding amounts become immediately due;
 - ☒ CrewBridge may cease providing Services;
 - ☒ CrewBridge may retain records until payment is received; and
 - ☒ reasonable transition assistance may be charged at standard hourly rates.



11. ENTIRE AGREEMENT

11.1. The Engagement Document and these Terms constitute the entire agreement between the parties.

11.2. The Client acknowledges that it has not relied upon any representation not expressly contained within the Engagement Document or these Terms, except in the case of fraudulent misrepresentation.

12. ASSIGNMENT

12.1. CrewBridge may assign or transfer its rights and obligations to any affiliated company.

12.2. The Client may not assign its rights without CrewBridge's prior written consent.

13. SEVERABILITY AND THIRD-PARTY RIGHTS

13.1. If any provision is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.2. Except as expressly provided in these Terms, a person who is not a party to an Engagement Document shall have no right to enforce any provision of these Terms or the Engagement Document.

14. NOTICES

14.1. Notices shall be in writing.

14.2. Notices may be delivered:

- ✉ by hand;
- ✉ by courier;
- ✉ by post; or
- ✉ by email.

14.3. Notices sent by email shall be deemed received on the business day following transmission.



15. VARIATION

- 15.1. No amendment to an Engagement Document shall be effective unless agreed in writing by the parties.
- 15.2. CrewBridge may update these Terms from time to time.
- 15.3. Updated Terms shall apply only to new engagements entered into after the effective date of the amendment unless expressly agreed otherwise in writing.

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Terms shall be governed by and construed in accordance with the laws of Guernsey.
- 16.2. The parties submit to the exclusive jurisdiction of the Royal Court of Guernsey.

