

Arbeidsavtale / Employment agreement

I henhold til lov 20. august 2013 nr. 102 (skipsarbeidsloven) § 3-1 med forskrifter /
According to Act of 20 August 2013 no. 102 (The Ship Labour Act) Section 3-1 with regulations

1 ☒ Ny / New ☐ Endring / Alteration	2 Avtalen gjelder fra dato / The agreement applies from date 22/02/2025	3 Fødselsnr / Birth no 03/03/1987
4 Fødested / Place of birth Bochum, Germany	5 Etternavn / Surname Winkler	6 For- og mellomnavn / First and middle name(s) Florian
7 Nasjonalitet / Nationality German	8 Hjemmeadresse / Home address Schürfeld 16a, 45470 Mülheim an der Ruhr, Germany	Tlf / Phone +49 1516 8767665
9 Nærmeste pårørende – navn og adresse / Name and address of next of kin Annegret Winkler - Schuerfeld 16a, 45470 Muelheim, Germany		Tlf / Phone +49 1575 6689987
10 Arbeidsgiver – navn og adresse / Name and address of employer HX Crew AS, Johans Knudtzens Gate 2A, 9900 Kirkenes, Norway		Organisasjonsnummer / Organisation reg. number 927 081 970 NO
11 Rederiets plikt til å påse at arbeidsgiver oppfyller arbeidsavtalens bestemmelser følger av skipsarbeidsloven § 2-4 / The shipowner's duty to ensure that the employer comply with the particulars in the employment agreement, is stipulated in The Ship Labour Act Section 2-4		
Arbeidsforhold / Terms of employment		
12 Lønn, overtidbetaling og andre vilkår etter overenskomst mellom / Wages, overtime pay and other conditions according to collective agreement between HX Crew AS og / and Expedition Staff Terms and Conditions		
13 Ferie med lønn eller formelen som benyttes for å beregne den / Paid annual leave or the formula used for calculating it N/A Wages based on day rate basis, freelancer contractual conditions regulated in Terms and Conditions.	14 Sykepenger og trygdeytelser / Health and social security protection benefits Expedition Staff Terms and conditions.	15 Rett til hjemreise / Entitlement to repatriation Expedition Staff – Terms and Conditions
16 Spesielle vilkår, andre opplysninger / Special conditions, other information "The employee has been made familiar with the company's drug policy. Employee accepts random drug testing. The employee must familiarize himself with his function according to alarm instructions and "your right to complain" procedure. The employee accepts that excess salary paid can be deducted from later salary payments. Any restrictions in the health declaration must not conflict with the job requirements in the employment contract as applicable to the position in question. Travel is covered according to Expedition Staff - Terms and Conditions. MLC Shipowner is HX TO GmbH Große Bleichen 23, 20354, Hamburg, Germany. Day rate: 2000 NOK		
17 Stilling / Rank, Rating Lecturer Expedition Team	18 Lønn fra og med / Wages from and including Travel and working days: Expedition Staff- Terms and conditions.	19 Eventuelt fratredelsessed / Possible place og terminating service N/A
20 Prøvetid / Probationary period Expedition Staff – Terms and Conditions	21 Gjensidig oppsigelsesfrist / Mutual period of notice Expedition Staff - Terms and Conditions	
Fylles bare ut ved midlertidig ansettelse / To be completed only in cases of temporary employment		
22 Fartøyets navn / Name of vessel MS Fram	23 For bestemt tidsrom / For specified period Fra / From 22/02/2025 Til / To 06/04/2025	
24 En bestemt reise og eventuell varighet / One specified voyage and possible duration See specified period – no 23 in this contract		
25 Vikar for / Substitute for Your temporary contractor role for the duration of this agreement only is: Lecturer Expedition Team		
26 Arbeid av forbigående varighet / Temporary employment See specified period – no 23 in this contract		
Må fylles ut for hånd / To be filled in by hand		
27 Arbeidsavtalen inngått – sted og dato / The employment agreement signed – place and date: London, 18/02/2025		
Stacey Marlow - VP, Fleet Crewing..... For arbeidsgiver / On behalf of employer		
..... Arbeidstakers underskrift / Employee's signature		



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Our ref: Expedition Staff - Terms and Conditions

Date: 18/02/2025

Term Contract between HX Crew AS and Florian Winkler

This contract is to confirm our agreement for you to work on a time-contract basis for HRG AS. You will be assuming overall responsibility for the day-to-day lecturing & staff functions aboard a cruise vessel operated by HX Crew AS. in the function as:

Interpreter

You will be paid a fee calculated at the agreed rate of **2000 NOK** per Cruise Day managed by you, to be paid on wire to your bank account. If you are liable to taxes and/or contribution to the Norwegian National Insurance Scheme. (ref. appendix to Terms and Conditions) This fee is inclusive of all services provided under this contract, including direct shipboard management, travel time, and preparation work. However, all direct, approved expenses relating to the implementation of this contract will be reimbursed by HX Crew AS.

It is understood that you have read the Terms and Conditions attached in the email and that you agree to abide by them. Also, HX Expedition Team – Useful information document has been provided for good preparation ahead of joining the vessel.

Any changes to this contract must be made in writing and signed by a duly authorized representative of HX.

The contractor must hold a valid health certificate approved by the Norwegian Maritime Directorate, without this the contract is not valid.

Sjøfartsdirektoratet

RETTELSDNING OG KOMMENTARER FOR UTFYLING AV ARBEIDSAVTALEN

Generelt

Kontraktsformularet er utformet slik at det oppfyller de krav som er fastsatt i forskrift av 20. august 2013 om arbeidsavtale i medhold til skipsarbeidsloven § 3-1. Arbeidsavtalen er en privatrettslig avtale inngått mellom den enkelte arbeidsgiver og den enkelte arbeidstaker. Avtalen utfylles i minst to eksemplarer. Arbeidstaker og arbeidsgiver skal ha hvert sitt eksemplar. Dersom det avtales vilkår i strid med bestemmelser i skipsarbeidsloven med forskrifter, vil lovbestemmelsene gå foran avtalen. Det samme prinsippet gjelder i forhold til gyldige tariffavtaler som partene er bundet av.

Rubrikk 1:

Er det første gang en arbeidsavtale inngås, skal det krysses av i feltet "ny". Gjelder det endring i en tidligere inngått avtale, skal det krysses av i feltet "endring".

Rubrikk 2:

I datofeltet angis tidspunktet den nye avtalen eller endringsavtalen skal gjelde fra.

Rubrikk 3:

For arbeidstaker som ikke er tildelt ellevesifret nummer føres bare fødselsdato i følgende rekkefølge: Dag, måned, år.

Rubrikk 9:

Her føres opp navn, adresse og telefonnummer til den pårørende som arbeidstaker ønsker kontaktet i påkommende tilfeller. Rubrikken fylles ut dersom arbeidstakeren ønsker det.

Rubrikk 11:

Er arbeidsgiver en annen enn rederiet, plikter arbeidsgiveren skriftlig å underrette arbeidstakeren om hvem som til enhver tid er rederiet og hvilke plikter rederiet har etter skipsarbeidsloven § 2-4. Er det ved avtaleinngåelsen ikke klart hvem rederiet er, skal arbeidsgiveren informere arbeidstakeren så snart dette er klart.

Rubrikk 12:

Her kan det vises til konkret tariffavtale eller det kan angis mer generelt, som f.eks.: "Den til enhver tid gjeldende tariffavtale for vedkommende stillingskategori og fartsområde fastsatt mellom (...) og (...)" Foreligger ingen tariffavtale det kan vises til, oppgis de lønnsbetingelser som skal gjelde i rubrikk nr. 15.

Rubrikk 13, 14 og 15:

Her skal det henvises til relevante lovbestemmelser, samt eventuell tariffavtale som kommer til anvendelse og som inneholder disse rettighetene. Dersom tariffavtalen inneholder henvisninger til de relevante lovbestemmelsene, er det tilstrekkelig med en henvisning til tariffavtalen.

Rubrikk 16:

I rubrikken kan det anføres spesielle rettigheter utover det lov eller tariffavtale gir. Dette kan gjelde adgang til permisjon, opplæring, hjemreise, pensjon, osv. Dersom arbeidstakeren ikke omfattes av tariffavtale, oppgis månedshyre og overtidbetaling pr. time. I rubrikken kan også anføres spesielle begrensninger som f.eks. "ikke rør og utkikk". Dersom rubrikken ikke er stor nok til å få med alle spesielle vilkår og opplysninger, kan et eget ark vedlegges avtalen.

Rubrikk 17:

Skal arbeidstakeren alternere mellom flere stillinger avhengig av hvilket skip han er på, f.eks. fører eller overstyrmann, anføres begge stillingstyper her.

Rubrikk 19:

Dersom fratredelsen ikke avtales, utfylles denne rubrikken med "hvor som helst".

Rubrikk 20:

Prøvetid kan rettsgyldig avtales for inntil seks måneder, jf. skipsarbeidsloven § 3-2.

Rubrikk 22 til 26:

NB! Rubrikkene 20 til og med 24 fylles bare ut ved midlertidig ansettelse, jf. skipsarbeidsloven § 3-4.

Rubrikk 25:

I denne rubrikken skrives navnet til den person arbeidstakeren skal vikariere for.

Rubrikk 27:

Begge de to originale eksemplarene av avtalen som partene skal ha hvert sitt av, skal undertegnes.

Arbeidsavtale / Employment agreement

GUIDELINES AND COMMENTS REGARDING COMPLETION OF THE EMPLOYMENT AGREEMENT

Overview

The contract form is designed so that it satisfies the requirements issued in regulation of 20 August 2013 concerning the employment agreement in pursuance to the Ship Labour Act Section 3-1. The Employment Agreement is a civil-law agreement which is entered into between the individual employer and the individual employee. The agreement is to be completed in no less than two copies, the employee and the employer retaining one copy each. If conditions in violation of the provisions in the Ship Labour Act with regulations are agreed, the legal provisions will take precedence over the agreement. The same principle applies in relation to valid collective agreements which may bind the parties.

Box 1:

If this is the first time an employment agreement has been made, tick the box "new". If a previously entered agreement is altered, tick the box "alteration".

Box 2:

State the date from which the new or altered agreement is to run.

Box 3:

For employees who have not been assigned an eleven-digit identity number, enter the birth date in the following order: Day, month, year.

Box 9:

The name, address and telephone number of the next of kin the employee wants to be contacted in case of need. The completion of the box is voluntary.

Box 11:

When the shipowner is not also the employer, the employer shall at all times keep the employee informed of who the shipowner is and what the shipowner's duties are according to The Ship Labour Act Section 2-4. Should it not be clear who the shipowner is by the time of the contract signing, the employer shall inform the employee of who the shipowner is as soon as this is clear.

Box 12:

Reference to a particular collective agreement can be made here. The reference may also be made in more general terms, for example: "The collective agreement applicable at all times for this rank and area of trade as agreed between (...) and (...)". If no collective agreement is applicable, the wages conditions which will apply shall be stipulated in box 15.

Box 13, 14 and 15:

Reference is to be made to relevant provisions in law, as well as a reference to any collective agreement that may apply which includes these rights. If the collective agreement makes reference to the relevant provisions in law, a reference to the collective agreement is sufficient.

Box 16:

The box can be used to indicate special rights beyond those provided for by law or collective agreement. This may be the case for availability of leave, training, travel home, pension agreements, etc.

If the employee is not covered by a collective agreement, the monthly wage and hourly overtime rate shall be stated. The box may also be used to state special limitations, for example "not helm or watch duties". If the box is too small to accommodate all the special terms and details, a separate sheet of paper may be enclosed.

Box 17:

If the employee is to alternate between several positions depending on which ship he is on, for example master or chief mate, then state both positions here.

Box 19:

If the place of terminating service has not been agreed, write "anywhere" in this box.

Box 20:

A period of probation may legally be agreed for up to six months, cf. the Ship Labour Act Section 3-2.

Box 22 to 26:

NB! Box 20 to 24 should only be completed for temporary employment, cf. the Ship Labour Act Section 3-4.

Box 25:

Write the name of the person for whom the employee is to substitute for in this box.

Box 27:

Both the originals of the agreement – one to each of the parties – shall be signed.