

# **SERVICES AGREEMENT**

## **GENERAL TERMS AND CONDITIONS**

1 **DEFINITIONS;** In this **AGREEMENT (alternatively named as “PURCHASE ORDER” or “PO”)**, the following words and expressions shall have the meaning hereby assigned to them. Further definitions not contained in this clause shall apply to the clause in which they are stated and subsequent clauses.

**AFFILIATE** means in relation to any PARTY, another legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, such PARTY.

**CLIENT** means the entity named in the STC as the PURCHASER’s ultimate ‘CLIENT’ and shall include CLIENT’s AFFILIATES, co-venturers, successors and assigns.

**PURCHASER** means the entity named in the POF. Reference to the PURCHASER in the AGREEMENT shall where applicable include the PURCHASER’s REPRESENTATIVE, legal personal representatives, successors and assigns.

**PURCHASER GROUP** means the PURCHASER, its subcontractors of any tier (excluding SUPPLIER), the affiliates of each, and their respective agents, representatives, officers and employees, including PURCHASER’s personnel and its CLIENT.

**PURCHASER REPRESENTATIVE** means the person named in the POF as per clause 4 of this GTC and authorised to act on PURCHASER behalf.

**DOCUMENTS** means the calculations, computer programs and other software, drawings, manuals, models and other documents or information of any kind whatsoever developed and/or provided by the SUPPLIER to PURCHASER in accordance with and in compliance with its obligations under the AGREEMENT.

**EFFECTIVE DATE** means the date this AGREEMENT comes into effect as the date set out on the POF.

**FORCE MAJEURE EVENT** means any circumstance not within a PARTY’s reasonable control including, without limitation: Acts of God, earthquake, hurricanes, tsunamis, typhoons, lighting, floods, drought, earthquake or other natural disaster; Epidemic or pandemic; Terrorist attack, civil war, civil commotion or riots, insurrections, sabotage, blockades, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargoes, or breaking off of diplomatic relations; Nuclear, chemical or biological contamination or sonic boom; Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; Expropriation or intervention of civil or military authorities or other departments, agencies or instrumentalities of government or destruction of the WORKSITE; Collapse of buildings, explosions, fires or accidents; or Any labour or trade dispute, strikes, industrial action or lockouts (other than in each case the SUPPLIER, the SUPPLIER GROUP, SUBCONTRACTORS and /or their respective personnel).

**GTC** means these General Terms and Conditions.

**INTELLECTUAL PROPERTY** means any rights over any intellectual or industrial property, including, without limitation, invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information, in any tangible form including but not limited to a work of authorship, a process diagram, a drawing, a blueprint, a model, a specification, a report, a manuscript, a document, a manual, a photograph, a database, a computer program, a design for an apparatus or process or system, working notes, a plan, or a model.

**PO** means the PURCHASE ORDER.

**PO TOTAL PRICE** means the commitment value of the PO stated on the POF which shall be subject to verification and recalculation based on the method of compensation and TERM of the PO.

**POF** means the Purchase Order Form.

**RATES** means the schedule of rates and prices agreed between the PARTIES by which the SUPPLIER shall be compensated for providing the SERVICE and by which the PO TOTAL PRICE is to be calculated.

**SANCTIONED ENTITY** means any individual(s) or entity/(ies) designated pursuant to any any United States of America (US), European Union (EU), United Nations (UN) or supranational law or regulation imposing trade and economic sanctions, prohibitions or restrictions or export controls.

**SANCTIONED TRANSACTION** means any transaction which is a) prohibited or restricted by, and/or will expose the PURCHASER or its personnel to sanctions, prohibitions or restrictions under any national or international law or regulation imposing trade or economic sanctions,

prohibitions or restrictions or export controls; and/or b) Involves or facilitates processing, storage, loading, offloading or transport of hydrocarbons or other cargo to or from, or destined to or originating from, any country prohibited or restricted by any US, EU, UN or international law or regulation imposing trade or economic sanctions, prohibitions or restrictions or export controls.

**SCOPE OF THE SERVICE** means the work or service to be performed as detailed and described in the STC.

**SERVICE or SERVICES** means all duties and obligations undertaken by the SUPPLIER including the SCOPE OF THE SERVICE, all associated work(s) to be executed and all associated service(s) to be provided in accordance with the AGREEMENT.

**STC** means the PURCHASER Specific Terms and Conditions.

**SUBCONTRACT** means any contract or agreement between the SUPPLIER and any SUBCONTRACTOR for, or in connection with, the performance of any part of the SERVICE.

**SUBCONTRACTOR** means any party approved by PURCHASER with which SUPPLIER has entered into a SUBCONTRACT.

**SUPPLIER** means the entity named on the POF and shall include the SUPPLIER's REPRESENTATIVE, legal personal representatives, successors and assigns.

**SUPPLIER GROUP** means the SUPPLIER, its SUBCONTRACTORS, the affiliates of each, and their respective agents, representatives, officers and employees.

**SUPPLIER's REPRESENTATIVE** means the person named in the POF as per clause 4 of this GTC and authorised to act on SUPPLIER behalf.

**TAX or TAXES** means all Governmental taxes, levies and charges including but not limited to corporate tax, personal income tax, minimum tax, gross receipts tax, deemed profits or gains tax, deemed salary and wages tax, tax on turnover, fringe benefits tax, payroll tax, SUBCONTRACTORS' tax, withholding tax, sales tax, excise and import duties, goods and service tax, consumption tax, VAT or any other taxes, levies or charges.

**TERM** means the period from the EFFECTIVE DATE and commencement of the performance of the SERVICE until the completion of such performance or any extension thereto or the termination of the AGREEMENT whichever is the earlier.

**WORKSITE** means the location(s) where the SERVICE will be performed and detailed in the STC.

## 2 INTERPRETATION

All instructions, notices, agreements, authorisations, approvals and acknowledgments shall be in writing. Reference to days, shall be to calendar days. Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force. Unless the context otherwise requires; words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and words used in the present tense shall equally incorporate the past and future tenses, and vice versa. Nothing in this AGREEMENT shall create or be deemed to create a partnership, a joint venture or a relationship of principal, agent or employer and employee between the PARTIES.

## 3 PRECEDENCE OF CONDITIONS

In the event and to the extent of any inconsistency between two or more documents which form part of this AGREEMENT, those documents will be interpreted in the following order a)POF with documents listed in; then b) STC; then c) MCF; then d) GTC; then e) any other documents listed and included as part of this PO

## 4 PURCHASER AND SUPPLIER REPRESENTATIVES

The PURCHASER REPRESENTATIVE and SUPPLIER REPRESENTATIVE shall be responsible for issuing to and receiving from the other PARTY all notices, information, instructions and decisions. Neither the PURCHASER REPRESENTATIVE nor the SUPPLIER REPRESENTATIVE may amend the AGREEMENT terms. SUPPLIER will not accept any direction from any person other than PURCHASER REPRESENTATIVE or its delegate. PURCHASER may change PURCHASER REPRESENTATIVE at any time and shall notify SUPPLIER of any change.

## 5 SUPPLIER and PURCHASER GENERAL OBLIGATIONS

SUPPLIER's general obligations: SUPPLIER warrants that it is qualified and has the

necessary skills to perform the SERVICE in accordance with all applicable laws and regulations. SUPPLIER shall not delegate any of its duties or obligations arising under this AGREEMENT without the prior written consent of PURCHASER. SUPPLIER shall commence the SERVICE promptly upon entering into this AGREEMENT on the EFFECTIVE DATE as specified in STC or at any other date agreed between the PARTIES and shall perform the SERVICE; a) with due diligence until the SERVICE or TERM is completed; and b) in accordance with good and generally accepted industry standard practices for the SERVICE to be performed. The SUPPLIER shall ensure that its personnel engaged in the SERVICE are fully competent, careful, experienced, skilled, qualified, certified and trained in accordance with good industry practices; are properly instructed and physically fit to perform the SERVICE; hold valid and current medical examination and training certificates as required to travel to and from and perform work at any onshore or offshore WORKSITE; and comply with all regulations of the PURCHASER and/or CLIENT in force at any onshore or offshore WORKSITE and shall not remove any personnel prior to completion without PURCHASER prior approval. The SUPPLIER shall remove any personnel, upon PURCHASER written notification who are deemed unfit, incompetent or in breach of any PURCHASER, CLIENT or WORKSITE rules, regulations or directions and shall immediately replace such personnel at SUPPLIER's sole cost and expense to maintain the SERVICE within the specified TERM. Except for SUBCONTRACTORS, all SUPPLIER personnel shall be employees of SUPPLIER and shall be subject to PURCHASER approval prior to engagement or performance of the SERVICE. The SUPPLIER will indemnify the PURCHASER against all claims whatsoever for unpaid monies from SUPPLIER's personnel and SUBCONTRACTORS of the SUPPLIER in respect of goods, labour or services provided in connection with the performance of the SERVICE. The SUPPLIER is responsible for managing its employees and industrial relations with or in relation to its personnel, and relations between its personnel and those of the PURCHASER, to ensure that there is no disruption to the SUPPLIER and shall comply with the wage rates and terms and conditions of employment prescribed by any award, workplace agreement, industrial agreement, code, law or other requirements. The SUPPLIER shall discharge and ensure the discharge of all employer's obligations in relation to its personnel engaged in the SERVICE and indemnify the PURCHASER against all claims (of whatever nature) by its personnel in respect of goods, labour or services provided in connection with the performance of the SERVICE or otherwise arising during performance of the AGREEMENT. The SUPPLIER shall advise the PURCHASER immediately of any work stoppages, bans or limitations on work affecting the SERVICE. The SUPPLIER shall at all times remain an independent SUPPLIER and neither it nor its SUBCONTRACTOR shall be deemed to be the personnel, employees, agents or representatives of the PURCHASER. SUPPLIER shall provide sufficient personnel at all times to ensure full performance and completion of the SERVICE in accordance with the provisions of this AGREEMENT. When the SUPPLIER is performing any work within designated hazardous areas, the SUPPLIER shall specifically ensure that its personnel and any equipment required to perform the work in such hazardous areas are properly qualified and certified to do so. The SUPPLIER shall provide all necessary work permits and visas necessary to work in the country where the SERVICE is to be performed. The SUPPLIER is responsible for having properly evaluated (and represents and warrants that it has so evaluated) all costs and contingencies for successfully performing the SERVICE and satisfying all SUPPLIER's obligations under the AGREEMENT, and for checking, inspecting and familiarising itself with all aspects of the terms and all conditions affecting the performance of the SERVICE.

Without limitation to the SUPPLIER's other obligations under the AGREEMENT and at law, the SUPPLIER shall be responsible for the SERVICE from the EFFECTIVE DATE of the SERVICE until the date of the completion of the SERVICE in respect of the whole or relevant part of the SERVICE.

PURCHASER general obligations: The PURCHASER is responsible for: a) Informing the SUPPLIER of all health and safety rules and regulations and any other reasonable security requirements that apply at the work WORKSITE or any of the PURCHASER's premises; b) Ensuring that all PURCHASER's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant national standards or requirements; and c) Obtaining and maintaining all necessary licences and consents and complying with all relevant legislation in relation to the SERVICE.

**6 NOT USED****7 VARIATIONS**

PURCHASER may extend the TERM or the location where the SERVICE is performed (WORKSITE) or the RATES of the AGREEMENT at any time by mutual agreement between the PARTIES. . Such agreement shall be confirmed in writing to SUPPLIER detailing the effects of such VARIATION by the issue of a VARIATION Order (VO) approving the change to the PO TOTAL PRICE and/or conditions. A VO shall in no way affect the rights or obligations of the PARTIES except as expressly provided for in the VO. Any VARIATION shall be governed by all the provisions, terms and conditions of the AGREEMENT. SUPPLIER shall be bound by the VARIATION as if it were part of the original SERVICE

**8 NOT USED****9 TERMINATION**

This AGREEMENT will terminate on the first occurrence of one of the following cases:

- a) If SUPPLIER fails or is unable to commence the SERVICE promptly upon entering into this AGREEMENT on the EFFECTIVE DATE as specified in the STC or at any other date as agreed between the PARTIES;
- b) Completion of the performance of the SERVICE or expiry of the TERM of the AGREEMENT, whichever is the earlier;
- c) At the sole discretion of PURCHASER for convenience, either in whole or in part (where any such part is independently capable of being terminated), by giving fourteen (14) days written notice specifying the effective date of termination;
- d) By mutual written agreement of the PARTIES;
- e) If SUPPLIER enters bankruptcy or is unable to pay its debts;
- f) With immediate effect upon written notice by PURCHASER of any breach of this AGREEMENT by SUPPLIER, or failure by SUPPLIER to perform the SERVICE; or
- g) On notice from either PARTY in the event that a FORCE MAJEURE EVENT has persisted for a period of thirty (30) continuous days.

**10 FORCE MAJEURE**

Neither PARTY shall be responsible for any failure to fulfill any term or condition of the AGREEMENT if and to the extent that fulfillment has been delayed or temporarily prevented by a force majeure occurrence (a FORCE MAJEURE EVENT), which has been notified in accordance with this clause (FORCE MAJEURE) and which is beyond the control and without the fault or negligence of the PARTY affected and which, by the exercise of reasonable diligence, the said party is unable to provide against. The affected PARTY shall: a) As soon as reasonably practicable after the start of the FORCE MAJEURE EVENT but no later than three (3) days from its start, notify the other PARTY in writing of the FORCE MAJEURE EVENT, the date on which it started, its likely or potential duration, and the effect of the FORCE MAJEURE EVENT on its ability to perform any of its obligations under the AGREEMENT (a FORCE MAJEURE NOTICE); and b) Use all reasonable endeavours to mitigate the effect of the FORCE MAJEURE EVENT on the performance of its obligations. Following receipt of a FORCE MAJEURE NOTICE, the PURCHASER and the SUPPLIER shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of the FORCE MAJEURE EVENT.

A FORCE MAJEURE EVENT shall not give rise to any adjustment in the PO TOTAL PRICE outside of any amendment in accordance with Clause 7 (VARIATIONS).

**11 TITLE**

Save where expressly set out in this AGREEMENT, all equipment, materials, goods and supplies provided by the SUPPLIER for permanent use or incorporation in the SERVICE shall become and be identified as property of the PURCHASER (whether or not the same are complete and wherever they may be): (a) on the date the same is delivered to PURCHASER; (b) on the date payment with respect to the same is made; or (c) on the date upon which this AGREEMENT shall for any reason terminate, whichever of the foregoing shall first occur, and

may be used by the PURCHASER for any purpose whatsoever. Title in any equipment, materials, goods or supplies provided by the SUPPLIER which do not comply with the requirements of this AGREEMENT and which are rejected by the PURCHASER, shall revert immediately to the SUPPLIER.

**12 NOT USED**

**13 DELIVERY AND COMPLETION**

When SUPPLIER considers that the SCOPE OF THE SERVICE has been completed in accordance with the terms of this AGREEMENT, it shall so advise the PURCHASER in writing.

Within fifteen (15) days of receiving such written notice PURCHASER shall: a) Notify SUPPLIER in writing that the SCOPE OF THE SERVICE has achieved completion; or b) Advise SUPPLIER in writing that the SCOPE OF THE SERVICE has not been completed, explaining in full its reasons and detailing any further SERVICE which are required to be carried out by SUPPLIER before completion.

**14 WARRANTY**

SUPPLIER warrants that, in performing the SERVICE under this AGREEMENT, it will exercise that degree of care and skill which is normally exercised by an internationally recognised professional entity in the petroleum industry performing work of the kind described in the SERVICE.

**15 TERMS OF PAYMENT AND INVOICING**

In consideration of the performance and completion of the SERVICE in accordance with the terms of this AGREEMENT, PURCHASER shall pay or cause to be paid to SUPPLIER the form of compensation as specified in the PO at the times and in the manner specified therein. The remuneration of the amounts specified in the PO shall be SUPPLIER'S full compensation for all costs whatsoever for complete performance of the SERVICE and for compliance with all terms and conditions of this PO. SUPPLIER shall submit to PURCHASER on a monthly basis, or such other basis as agreed, an invoice with all supporting documentation. Each invoice shall be prepared in accordance with the provisions of clause 29 (Taxes and Custom Duties) and the STC. In the event that payments to be made under the PO attract local or national sales tax, the proper amount of such tax shall be shown as a separate item on the invoice and shall be added to the rates and prices as appropriate. If PURCHASER disputes any items on any invoice, in whole or in part (including whether any sales tax is properly charged), or if the invoice is prepared or submitted incorrectly in any respect, PURCHASER shall notify SUPPLIER of the reasons and request SUPPLIER to issue a credit note for the disputed amount of the invoice as applicable. Upon receipt of such credit note, PURCHASER shall be obliged to pay the undisputed part of a disputed invoice. Neither the presentation nor payment nor non-payment of an individual invoice nor issuance of a credit note shall constitute a settlement of a dispute, an accord, satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder. In particular, PURCHASER may correct or modify any sum previously paid in any or all of the following circumstances: a) any such sum was incorrect; or b) any such sum that was not properly payable to SUPPLIER.

**16 RESPONSIBILITIES AND INDEMNITIES**

The SUPPLIER shall be responsible for and shall save, indemnify, defend, and hold harmless the PURCHASER GROUP from and against any and all losses, damages, proceedings, costs (including legal costs), expenses, claims and liabilities whatsoever in respect of: a) Personal injury, sickness, disease and/or death of or to any member of the SUPPLIER GROUP in each case arising from, relating to or in connection with the performance or non-performance of the SERVICE; and b) Any loss of or damage to any property of the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the SERVICE whether owned, hired, leased or otherwise provided by or in the possession or care, custody and control of the SUPPLIER GROUP. c) Subject to any other express provisions of the AGREEMENT, personal injury including sickness, disease or death or loss of or damage to

the property of any third party to the extent any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUPPLIER GROUP.

The PURCHASER shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from and against any and all losses, damages, proceedings, costs (including legal costs), expenses, claims and liabilities in respect of: 1) Loss of or damage to property of the PURCHASER GROUP arising from, relating to or in connection with the performance or non-performance of the AGREEMENT whether: i) Owned by the PURCHASER GROUP; or ii) Hired, leased or otherwise obtained under arrangements with financial institutions by the PURCHASER GROUP. 2) Personal injury, sickness, disease and/or death of or to any member of the PURCHASER GROUP in each case arising from, relating to or in connection with the performance or non-performance of the AGREEMENT; and 3) Subject to any other express provisions of the AGREEMENT, personal injury including sickness, disease or death or loss of or damage to the property of any third party to the extent any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the PURCHASER GROUP.

The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature in respect of pollution or contamination occurring on or emanating from the WORKSITE, premises or equipment of SUPPLIER GROUP arising out of, relating to or in connection with the performance, non-performance or mis-performance of the SERVICE by the SUPPLIER GROUP.

All exclusions and indemnities given under this clause 16 (RESPONSIBILITY AND INDEMNITIES) (save for those under clause 16 c), clause 16 3) and clause 17 (CONSEQUENTIAL LOSS)) shall apply irrespective of cause notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. Each indemnity will survive the expiry or any termination (for cause or otherwise) of the AGREEMENT. Each indemnity will be deemed to extend to and be for the benefit of the directors, agents, representatives, advisers, consultants and employees of the indemnified PARTY, subject to the express terms of the indemnity. No indemnity is waived by any provision of the AGREEMENT with regard to insurance or by approval of any insurance policy. The indemnities given by the PARTIES under this AGREEMENT are in full and primary even if the indemnified PARTIES are required to carry insurance. If either PARTY becomes aware of any incident giving rise to or likely to give rise to a claim under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident. Each PARTY claiming the benefit of an indemnity will take all reasonable steps to mitigate and minimise loss or damage suffered by it.

#### 17 CONSEQUENTIAL LOSS

For the purposes of this clause, the expression CONSEQUENTIAL LOSS shall mean: a) Indirect or consequential loss and; b) any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case whether direct or indirect to the extent these are not included in a) above, and whether or not such losses were foreseeable at the EFFECTIVE DATE of the AGREEMENT and regardless of fault, whether based on negligence, unseaworthiness, breach of warranty, breach of contract, strict or statutory liability or otherwise, howsoever arising from, related to, or in connection with the SERVICE that is the subject of the AGREEMENT. Notwithstanding anything else to the contrary in this AGREEMENT the PURCHASER shall save, indemnify, defend and hold harmless the SUPPLIER from the PURCHASER's own CONSEQUENTIAL LOSS regardless of cause; and the SUPPLIER shall save, indemnify, defend and hold harmless the PURCHASER GROUP from the SUPPLIER GROUP's own CONSEQUENTIAL LOSS regardless of cause. It is not intended that this clause 17 shall operate to extend the limitation period to bring a claim under this AGREEMENT.

The exclusion of SUPPLIER's liability and indemnity in this Clause 17, or any other overall

limitation of the SUPPLIER's liability in this AGREEMENT, shall not apply if and to the extent that the losses in question are caused by the willful misconduct of the SUPPLIER GROUP. For purposes of this Clause 17, willful misconduct means a deliberate or reckless act or omission either (i) with the intention of causing harm or (ii) with reckless disregard of or wanton indifference for harmful, foreseeable and avoidable consequences.

**18 NOT USED**

**19 NOT USED**

**20 INSURANCES**

SUPPLIER shall ensure that it purchases all insurance required by law in the relevant countries of operation to protect its personnel, assets and liabilities; in particular:

a) General in an amount not less than five million U.S. dollars (US\$ 5,000,000) per occurrence;

b) Employers' Liability, and/or (where the jurisdiction of the SERVICE is to be performed or under which the employees employed requires the same) Workmen's Compensation insurance, to a minimum level of the greater of either the applicable statutory requirement or one million U.S. dollars (US\$ 1,000,000) per occurrence;

c) Automobile Liability;

d) Medical/Repatriation insurance; plus

e) those types of insurance ordinarily purchased by companies conducting the business of SUPPLIER.

PURCHASER shall have the right to request: that PURCHASER be named as additional assured/co-assured on any insurance, and documentary evidence of any such insurance throughout the TERM of the AGREEMENT. SUPPLIER shall provide that its insurers waive rights of subrogation against PURCHASER GROUP.

**21 CONFIDENTIALITY**

The SUPPLIER shall and shall warrant that the SUPPLIER GROUP, holds in confidence and shall not use and/or disclose to others without PURCHASER's prior written consent, any technical or commercial information or any information that is disclosed, directly or indirectly, to the SUPPLIER GROUP by the PURCHASER GROUP in relation to the SERVICE, including any SPECIFICATIONS, drawings or designs showing the equipment or devices which are provided by the PURCHASER GROUP, or are prepared for the PURCHASER GROUP by the SUPPLIER GROUP (CONFIDENTIAL INFORMATION). All CONFIDENTIAL INFORMATION shall remain at all times the property of the PURCHASER. The SUPPLIER shall solely be allowed to use and/or disclose to its SUBCONTRACTORS technical information to the extent necessary and only for the purpose of the performance of the SERVICE subject to the same confidentiality obligations. The SUPPLIER shall obtain the PURCHASER's written approval prior to making any publicity releases or announcements regarding the SERVICE or the SUPPLIER's activities related to its participation in the SERVICE. The SUPPLIER shall not make any reference to PURCHASER's client, its divisions or affiliates in any publicity, advertising or other publication without PURCHASER's prior written consent. The SUPPLIER shall require its SUBCONTRACTORS, representatives, agents, consultants and advisors to comply with all the provisions of this clause 21. The undertakings herein shall continue for so long as the CONFIDENTIAL INFORMATION remains confidential. The SUPPLIER acknowledges that any breach of this clause 21 may result in serious damage being sustained by the PURCHASER and as a result the SUPPLIER unconditionally agrees to indemnify the PURCHASER fully for all loss occasioned by the breach and to waive any right to oppose the granting of any equitable relief (including injunctive relief) which may be sought by the PURCHASER in relation to a threatened or actual breach of the undertakings contained in this clause.



**22 INTELLECTUAL PROPERTY RIGHTS**

PURCHASER will have an irrevocable, perpetual, royalty-free right and license to use all INTELLECTUAL PROPERTY developed or applied by SUPPLIER in performance of the WORK or related to the PRODUCTS which license and right may be extended by PURCHASER to PURCHASER GROUP. SUPPLIER shall be responsible for and shall indemnify, defend and hold harmless PURCHASER GROUP from and against any and all claims, loss, damages or costs (including reasonable legal fees) expenses and liability of whatever nature incurred by PURCHASER GROUP as a result of any alleged or actual claims that the use by PURCHASER or PURCHASER GROUP of such INTELLECTUAL PROPERTY infringes any intellectual property rights or other rights of a third party.

**23 AUDIT**

The SUPPLIER shall keep, and cause its SUBCONTRACTORS to keep, in accordance with generally accepted international accounting practices, books, records and accounts pertaining to performance of the SERVICE, including personnel records, employment and qualification records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda, and to the extent existing, data stored in computer libraries and such other documentation and related systems and controls necessary for an accurate accounting, audit and verification of costs to the SERVICE. The SUPPLIER shall preserve, and shall cause its SUBCONTRACTORS to preserve said documents during the performance of SERVICE and for a period of five (5) years after the end of the completion or termination. At any time during the performance of the SERVICE and for a period of six (6) years after completion or termination of the AGREEMENT, SUPPLIER shall upon receiving [five (5) days] notice in writing from the PURCHASER, permit the authorised representatives of the PURCHASER to interview personnel, review the SUPPLIER's accounting and cost control systems and inspect books, records, accounts and other documents set forth above, and make copies thereof, as necessary to audit and verify the completeness and accuracy of the costs to be reimbursed to the SUPPLIER based on actual costs incurred and contained in invoices submitted by the SUPPLIER or for any other reasonable purpose including an HSSE audit. In addition, the PURCHASER shall have the right at any time to review and take copies of all specifications, diagrams, charts, plans, drawings and project documents in the SUPPLIER's control or possession in relations to the SERVICE. For the avoidance of doubt, the PURCHASER shall not be entitled to audit the make-up of prices or the make-up of unit rates, but shall be entitled to audit the quantities claimed, and shall be entitled to audit both the make-up and quantity elements of any cost reimbursable items. Should the result of any audit so require, appropriate adjustments or payments to be made by the PARTIES and the contents of any supplementary PO, addendum or correspondence (whether formal or informal) shall in no circumstances be construed as varying the foregoing provisions in respect of right to audit adjustments or payments. The obligations of the PARTIES under this clause 23 (AUDIT), shall continue notwithstanding the expiry or earlier termination of the AGREEMENT. The PURCHASER does not, by issuing or reviewing or commenting on any documents submitted by the SUPPLIER, or by carrying out or witnessing any inspection or test, or by performing any audit or exercising any other rights under this clause 23, assume any responsibility for ensuring that the work performed complies with the requirements of the SERVICE or waive any requirements of the AGREEMENT. No such issuance, review, comments, inspection, attendance, witnessing, testing, audit or exercise of rights, nor the failure to do any of these things, relieves the SUPPLIER of any obligations under the AGREEMENT or constitutes acceptance of work performed that does not comply with the SERVICE.

**24 ASSIGNMENT OR TRANSFER**

The SUPPLIER shall not assign or novate the SERVICE, nor subcontract the whole or part of the AGREEMENT without the prior written approval of the PURCHASER. Such written

consent shall not relieve SUPPLIER from any of its responsibilities or obligations to PURCHASER under the AGREEMENT

The PURCHASER may freely assign and/or novate to any AFFILIATE or to its client or any AFFILIATE of the client, in whole or in part, any of its rights, privileges, duties or obligations under this AGREEMENT without the prior written consent of the SUPPLIER.

**25 NOT USED**

**26 HEALTH, SAFETY, SECURITY AND ENVIRONMENT**

The PURCHASER places prime importance on health, safety, security and environment (HSSE) issues and requires that the SUPPLIER subscribes to and actively pursues the highest standards of HSSE performance. The SUPPLIER shall take full responsibility for the adequacy, stability and safety of its operations and methods necessary for the performance of the SERVICE. The SUPPLIER shall exercise all reasonable diligence to conduct the SERVICE in a safe manner that will prevent pollution and other environmental damage and minimise impacts to the local environment in accordance with legal requirements. The SUPPLIER shall ensure that all its personnel, including those of any SUBCONTRACTOR, have access to and wear appropriate personal protective equipment (PPE) that complies with an approved standard and is suitable for the environment and work in progress, and that all its personnel at the WORKSITE are medically fit for the work to be performed. The PURCHASER operates a strict no drug and alcohol policy. Where there is reasonable suspicion that any personnel of the SUPPLIER, the SUPPLIER GROUP or its SUBCONTRACTORS are under the influence of drugs or alcohol during the performance of the SERVICE, the SUPPLIER will ensure that the person(s) are immediately removed from the WORKSITE. If the SUPPLIER does not do so, the PURCHASER shall have the right to do so and the SUPPLIER will indemnify and hold harmless the PURCHASER for any and all costs consequent thereon. If the SERVICE will be provided on the PURCHASER's or PURCHASER GROUP's premises the SUPPLIER will comply with the PURCHASER's Safety Management System applicable at the PURCHASER's premises, including the PURCHASER's Permit to Work System and Safe System of Work. PURCHASER shall provide instruction to the SUPPLIER's personnel to check that they are fully competent, properly qualified, skilled and experienced as defined in the WORKSITE Management System (with minimum NEBOSH Award or comparable). SUPPLIER shall ensure that the SUPPLIER's personnel are medically insured, have had the relevant vaccinations and have full access to a suitable emergency assistance provider for medical emergencies and repatriation.

**27 BUSINESS ETHICS**

SUPPLIER agrees and shall procure that it and SUPPLIER GROUP shall: act consistently with the PURCHASER's Code of Conduct and Anti-Corruption Policy and Compliance Guide (CODE OF CONDUCT) (Ref: SBM Offshore's web page [www.sbmoffshore.com](http://www.sbmoffshore.com)); comply with all applicable laws, statutes and/or regulations relating to child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages; comply with all applicable laws, statutes and/or regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and/or the US Foreign Corrupt Practices Act 1977 and/or the relevant legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; not engage in any activity, practice or conduct which would constitute an offence under this clause 27 had the activity, practice or conduct been carried out in the relevant jurisdiction; promptly report to the PURCHASER GROUP any request or demand which if complied with would amount to a breach of either this AGREEMENT or the CODE OF CONDUCT; ensure that any person associated with it who is performing services or providing goods in connection with this

AGREEMENT does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on SUPPLIER in this clause.

The term PUBLIC OFFICIAL shall mean anyone working in an official capacity for a government or any department, agency or corporation thereof (including a government owned or controlled corporation, enterprise, or national oil company) or public international organization; any political party, official of a political party or candidate. SUPPLIER represents, warrants and covenants that SUPPLIER'S GROUP shall not directly or indirectly, in connection with the AGREEMENT and the business resulting there from offer, pay, promise to pay or authorise the giving of money or anything of more than nominal value to a PUBLIC OFFICIAL (including, but not limited to employees of a governmental oil company), to any officer or employee of a public international organization, to any political party or official thereof or to any candidate for political office, or to any person, any payments or gifts or transfer of anything of value: (i) influencing any act or decision of a PUBLIC OFFICIAL in their official capacity, including a decision to fail to perform their official functions; and/or (ii) inducing a PUBLIC OFFICIAL to use their influence with the government or instrumentality thereof or organization of affect or influence any act or decision of such government or instrumentality or organisation, or to obtain an improper advantage in order to assist SUPPLIER in obtaining or retaining business for or with, or directing business to PURCHASER or the CLIENT or any other person in relation to the AGREEMENT.

The provisions of this clause 27 shall also apply to any officer, director, employee or representative of any actual or potential customer of SBM; any officer, director or employee of PURCHASER or any of its affiliates; or any other person or entity. Any violation and/or breach of this clause shall be deemed a material breach of the AGREEMENT entitling PURCHASER GROUP to terminate this AGREEMENT immediately; and for which SUPPLIER GROUP shall hold harmless, defend and indemnify PURCHASER GROUP against any and all losses, damages, claims and/or expenses (including legal costs) arising therefrom. Payment by PURCHASER shall only be made by wire transfer to the bank account held by SUPPLIER as identified in the STC. In providing to the PURCHASER the details of this bank account the SUPPLIER represents and warrants that the bank account so notified is owned solely by SUPPLIER GROUP and that no person other than SUPPLIER GROUP has any ownership of or interest in such account.

SUPPLIER agrees and shall procure that it and SUPPLIER GROUP shall permit that PURCHASER or its authorised representatives shall have the right for the TERM of this AGREEMENT and for a period of six (6) years after the termination or expiration of the AGREEMENT, to inspect and audit all records of SUPPLIER GROUP in connection with this AGREEMENT to determine compliance with laws, obligations, warranties, representations and PURCHASER policies specified herein. SUPPLIER GROUP shall cooperate fully with and assist PURCHASER in the performance of such audit, and provide PURCHASER access to its premises and records and/or shall provide PURCHASER, upon request, with records relating to the activities handled for the account of PURCHASER or for the performance of the obligations under this AGREEMENT. Any identified corrective actions and/or payments as a result of such audits shall be promptly implemented by SUPPLIER GROUP as may be necessary for the performance of this AGREEMENT.

**28 CONFLICTS OF INTEREST**

SUPPLIER shall exercise reasonable care and diligence to avoid a conflict with PURCHASER GROUP's best interests. This obligation shall apply to the activities of SUPPLIER GROUP in relation to its relationship with PURCHASER GROUP and third parties arising out of or in connection with this AGREEMENT.

**29 TAXES AND CUSTOMS DUTIES**

All TAXES (including customs duties) assessed against the SUPPLIER GROUP or for which the SUPPLIER GROUP is otherwise liable for in connection with the SERVICE by any and all

national or local authorities, including authorities having jurisdiction over the SUPPLIER GROUP at its place of business and at places of execution of the work to be performed shall be for the SUPPLIER GROUP's account. Without prejudice to the foregoing, the SUPPLIER GROUP shall be solely responsible for: the payment of all taxes, duties, levies, charges, surcharges, withholdings and contributions and any interest, fines or penalties thereon for which the SUPPLIER GROUP is liable imposed by any governmental or other competent authority in the country where the SERVICE is performed or any other country, relating to or calculated by reference to the income, profits, assumed profits, capital gains, turnover, or the supply of goods and services arising directly or indirectly from the performance of the SERVICE; and the payment of all taxes, withholdings, deductions, contributions and other types of levies in the nature of social security and insurance and unemployment and similar payments and any interest, fines or penalties thereon in respect of wages, salaries and all other remuneration or compensation paid directly or indirectly to its personnel in the performance of the SERVICE in the country where the SERVICE is performed or any other country which are assessed or levied on the SUPPLIER or are assumed by the SUPPLIER; and arranging the customs clearance required and for the payment of all customs, stamp and excise duties, taxes, levies and charges, including clearing and brokerage charges and any interest, fines and penalties thereon, assessed, charged or levied by any governmental or competent authority in respect of the import or the export of any materials, equipment and any other property of the SUPPLIER GROUP or its personnel directly or indirectly related to the performance of the SERVICE. The SUPPLIER GROUP shall save, indemnify, defend and hold harmless the PURCHASER GROUP against all taxes, duties, levies, charges, contributions of the types referred to in clause 29 and any claims, demands, expenses (including legal costs), interest, penalties or fines incurred in connection therewith for which the SUPPLIER GROUP, its SUBCONTRACTORS or any person employed or engaged by SUPPLIER GROUP or its SUBCONTRACTORS are liable in connection with the performance of the SERVICE. The PURCHASER may withhold TAXES on payments under this AGREEMENT where required by law or otherwise to cover SUPPLIER's TAX liabilities towards Governmental Authorities and forward any amounts so withheld or secured to the appropriate authorities. Failure by PURCHASER to do so shall not relieve SUPPLIER from its liability to pay such TAX. In the event that SUPPLIER is eligible for any exemption or any reduced rate of withholding TAX prior to the issue of the first invoice, SUPPLIER shall provide PURCHASER with appropriate document(s) from the competent authority(ies) expressly confirming either such reduced rate of withholding TAX or that the withholding TAX does not fall due on payments to SUPPLIER under the AGREEMENT. In the absence of such documentation, the full rate of withholding TAX shall apply. The SUPPLIER GROUP shall comply with, and shall cause all SUBCONTRACTORS to comply with, all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the SERVICE and/or the WORKSITE. The applicable laws shall include, but shall not be limited to, compliance with foreign and other trade controls under U.S. and E.U. law restricting sales and/or transfers to other countries and PARTIES commodities, software or technical data. If the PURCHASER GROUP is required to pay any taxes, duties, levies, charges, contributions of the types referred to in this clause 29 and any claims, demands, expenses (including legal costs), interest, penalties or fines incurred in connection therewith, whether with respect to the SUPPLIER GROUP, any SUBCONTRACTOR or any other person employed or engaged by the SUPPLIER GROUP or its SUBCONTRACTORS in connection with the SERVICE, the PURCHASER may recover from the SUPPLIER GROUP any such sums and all costs incurred in connection therewith. The SUPPLIER GROUP will indemnify the PURCHASER against any cost, demand, damages, legal proceedings, claims, actions, fines, penalties, obligation, or liabilities of any nature, (including legal costs), arising at law or otherwise of whatsoever nature the PURCHASER incurs as a result of any its personnel being considered employees of PURCHASER for any reason. The SUPPLIER GROUP shall indemnify, defend,

and hold the PURCHASER GROUP harmless from any claims, demands, causes of action, or loss or damage of any kind arising from any actual or alleged failure of the SUPPLIER GROUP to discharge such obligations and/or from any failure of the SUPPLIER GROUP to comply with applicable laws or regulations described in this clause 29.

**30 COMPLIANCE WITH LAW**

The SUPPLIER GROUP shall observe and abide by all applicable laws, rules, consents, permissions, regulations, flags, Certifying Authorities and/or mandatory PURCHASER requirements related to the concession in force at any location where any work in connection with the SERVICE being carried out (including those having jurisdiction over the PARTIES, the SERVICE and WORKSITE) or otherwise affecting the performance of this SERVICE, including, but not limited to, those with respect to labour and insurance, local content, health, safety and work environment, and take all necessary safety precautions related to or arising out of its performance of the SERVICE in order to protect all persons and property whatsoever. The SUPPLIER shall indemnify PURCHASER GROUP for any loss or damage suffered and/or any cost or expense incurred as a result of the SUPPLIER's or its SUBCONTRACTORS' failure to comply with this clause 30.

**31 TRADE AND ECONOMIC COMPLIANCE**

The SUPPLIER, for itself and its affiliates and associates, warrants, represents and undertakes on a continuing basis that none of the following are or will be a SANCTIONED ENTITY: a) the SUPPLIER; nor b) any person, entity or body on whose behalf or under whose direction the SUPPLIER acts, or who it assists, or who directly or indirectly owns or controls the SUPPLIER; nor c) any person, entity or body who the SUPPLIER may nominate to facilitate any aspect of this transaction; and d) entry into and performance of this AGREEMENT is not and will not be a SANCTIONED TRANSACTION. The SUPPLIER shall comply with all applicable national and international law in the performance of this AGREEMENT and shall not use the sums received under this AGREEMENT for any SANCTIONED TRANSACTION. The SUPPLIER shall notify the PURCHASER immediately if it, or any person, entity or body on whose behalf or under whose direction it acts, or who it assists, or who owns or controls the SUPPLIER, becomes a SANCTIONED ENTITY or if the purchase of goods or services under this AGREEMENT becomes a SANCTIONED TRANSACTION, and will provide on demand any information the PURCHASER may request. Further, the SUPPLIER undertakes that, without the prior written consent of PURCHASER, it shall not provide any personnel under the AGREEMENT who are nationals of the Generally Embargoed Countries (GEC). This includes those of dual or temporary nationality. It is the SUPPLIER's responsibility to inform itself of the current status of the nationality of its staff by reference to the list of GEC's provided by the United States government. In the event of any actual or potential breach of the provisions of this clause 31, the PURCHASER may terminate this AGREEMENT by written notice to the SUPPLIER, and shall have no further liability to the SUPPLIER, except to pay for goods and services lawfully supplied up to the date of termination. The SUPPLIER shall indemnify the PURCHASER and its personnel on demand against any and all sanctions, prohibitions, restrictions, claims, loss or liability whatsoever and howsoever arising directly or indirectly as a result of breach of the provisions of this clause 31, whether or not the PURCHASER terminates this AGREEMENT.

The SUPPLIER acknowledges and warrants that the SUPPLIER GROUP shall comply in all respects with applicable U.S., E.U. and national laws, regulations and controls relating to export and re-export of goods, software, technology and services, including the requirement for obtaining any export license or AGREEMENT, if applicable, including but not limited to the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); the United States Office of Foreign Assets Control regulations; the European Dual-Use Export Control Regulation (EC) 428/2009; and similar laws and regulations of other countries in relation to export control, anti-boycott and trade sanctions matters. Without

limiting the foregoing, SUPPLIER agrees to notify PURCHASER if any deliverable under this AGREEMENT is restricted by export control laws or regulations.

No act or omission of the PURCHASER shall at any time constitute a waiver of this provision.

**32 GOVERNING LAW**

This AGREEMENT shall be construed and governed by the laws of England and Wales excluding those conflicts of law rules and choice of law principles which would deem otherwise.

**33 DISPUTE RESOLUTION**

All disputes arising out of or in connection with this AGREEMENT shall to the extent possible be settled amicably by negotiation between the PARTIES within [thirty (30)] days from the date of written notice by either PARTY of the existence of such a dispute and, failing such amicable settlement to be conducted in good faith, shall be finally settled by arbitration under the LCIA Rules in force at the time, which Rules are deemed to be incorporated by reference into this clause 33. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. No PARTY shall be entitled to, and each PARTY hereby waives and releases, all and any immunity to which it might otherwise be entitled in relation to proceedings to resolve any dispute, enforce any provisions of this AGREEMENT and/or execute any arbitration award relating thereto (whether before or after such award, and whether arising from sovereign, non-sovereign and/or commercial activities, and in relation to all and any assets of a PARTY.

**34 THIRD PARTIES**

Save as provided in clause 16 above and the express rights in respect of the PURCHASER GROUP (other than PURCHASER) and CLIENT, the PARTIES intend that no provision of this AGREEMENT shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on or be enforceable by any person who is not a PARTY to the AGREEMENT. No provision of the AGREEMENT may be enforced by any person or entity who is not a signatory to the AGREEMENT.

**35 WAIVER**

None of the terms and conditions of the AGREEMENT shall be considered to be waived by either PARTY unless a waiver is given in writing by one PARTY to the other. Failure of either PARTY at any time to require the other PARTY's performance of any obligation under the AGREEMENT shall not affect the right to require performance of that obligation. Any waiver by either PARTY of any breach of any provision of the AGREEMENT shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself or a waiver or modification of any right under the AGREEMENT.

**36 SEVERABILITY**

If any provision or portion of the AGREEMENT shall be adjudged invalid or unenforceable by any court/tribunal of competent jurisdiction or by operation of any applicable law, such provision or portion of the AGREEMENT shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

**37 ENTIRE AGREEMENT**

The contents of this AGREEMENT set forth the entire AGREEMENT between the PARTIES and supersede any and all prior representations, agreements and/or POs between the PARTIES relating to the subject matter contained herein and merge all prior discussions among them. Neither PARTY shall be bound by any definition, condition, representation or provision other than as expressly stated in this AGREEMENT.

**38 SURVIVAL**

All obligations and/or contributions and/or duties and responsibilities assumed by the PARTIES under clauses 16 (Responsibility and Indemnities), 17 (Consequential Loss), 20 (Insurances), 21 (Confidentiality), 22 (Intellectual Property Rights), 23 (Quality Inspection, Testing and Audit), 26 (Health, Safety, Security and Environment), 27 (Business Ethics), 29 (Taxes and Customs Duties), 30 (Compliance with Law), 31 (Trade and Economic Compliance), 32 (Governing Law), 33 (Dispute Resolution) shall survive the expiry or termination for any cause of this AGREEMENT.

**39 LANGUAGE AND DOCUMENTATION**

The English language shall be the language of the AGREEMENT and shall be used in all correspondence, instructions, documents and other data given in connection herewith.

**40 NOTICES**

Any notices under the AGREEMENT will be in writing and in the English language. Any notice will only be given and deemed received as between the PARTY's REPRESENTATIVES by attachment to an email requiring acknowledged receipt thereof; or by courier (or by any electronic management system that may be in place) requiring acknowledged transmittal, in which case the notice will be deemed given on the day after receipt of the courier or systemised electronic receipt. The address for service of any notice or document on each of the PARTIES will be the address stated on the POF.

*End of General Terms and Conditions*