

**[PRYME GROUP LIMITED]
MASTER SUPPLY AGREEMENT**

This **MASTER SUPPLY AGREEMENT ("MSA")** is dated the of ("**Effective Date**")

BETWEEN:

- (1) **[PRYME GROUP LIMITED]**, a company incorporated in **[Scotland]** (Company Number **[SC484451]**) and having its registered office at **[11 Tom Johnstone Road, West Pitkerro Industrial Estate, Dundee, Tayside, DD48XD]** ("**Company**"); and
- (2) Supplier, a company incorporated in **[insert country of incorporation]** (Company Number **[insert company number]**) and having its registered office at **[insert registered address]** ("**Contractor**")

"**Party**" means either Company or Contractor, as the context so requires, and "**Parties**" shall be construed accordingly.

WHEREAS:

- (A) Contractor is engaged in the business of performing services and/or supplying goods to the international oil and gas industry and has considerable skill, knowledge and experience in the performance of such services and/or the supply of such goods and is ready, willing and able to undertake the same.
- (B) In reliance upon that skill, knowledge and experience, Company wishes to enter into this MSA under which Contractor shall, on a call-off basis, perform such services and/or supply such goods to Company under the terms and conditions set out herein.
- (C) This MSA is intended to grant Company the right but not the obligation to request Contractor carry out and complete work via call-off orders in accordance with the terms of this MSA and does not grant Contractor any rights of exclusivity to any work falling within the Scope of Work. Company retains the right to freely contract for any and all parts of the Scope of Work with any other contractor.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this MSA, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"**ABC Programme**" shall mean an anti-bribery and corruption policy and any related procedures as amended, varied or supplemented from time to time, which (without limitation) may include policies, procedures, controls relating to recording of financial transactions, anti-bribery and corruption risk assessment and mitigation, training of personnel, whistle blowing facilities, due diligence on third-party engagements/contracts, gifts and hospitality, promotional expenditures, sponsorship and charitable donations, and promoting and monitoring compliance;

"**Affiliate**" shall mean any company or legal entity which (a) controls either directly or indirectly a Party, or (b) which is controlled directly or indirectly by a Party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. "Control" shall mean (i) the ownership or control (directly or indirectly) of more than fifty per cent (50%) of the

voting share capital of the relevant company or entity, (ii) the ability to direct the casting of more than fifty per cent (50%) of the votes exercisable at general meetings of the relevant company or entity on all, or substantially all, matters; and/or (iii) the right to appoint or remove directors of the relevant company or entity holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;

"Amendment" means a written amendment to this MSA as agreed and properly executed by the Parties in a format provided by Company;

"Applicable Corruption Laws" shall mean the US Foreign Corrupt Practices Act 1977, any legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions including without limitation Act C of 2012 on the Criminal Code (HU), Act CIV of 2001 on Criminal Measures Against Legal Persons (HU), Act C of 2000 on Accounting (HU), the UK Bribery Act 2010 and any other laws, regulations, rules, decrees and/or official government orders relating to anti-bribery, anti-corruption, anti-money laundering, competition law and trade sanctions which are applicable to Company Group and / or to Contractor Group in connection with the performance of the Work;

"Authority" means any international, national, federal, regional, state, municipal or local governmental authority, agency or regulatory body including any branch, division, ministry, department or agency of the same and any court, commission, board or similar authority with jurisdiction over Company Group, Contractor Group, the Work or the Worksite;

"Background IPR" means any Intellectual Property Rights that are: (a) in existence at the Effective Date and not created by or on behalf of Contractor in contemplation of this MSA; or (b) created after the Effective Date other than in the course of carrying out the Work or the Parties' other obligations under this MSA (and in each case including any Modification to such Intellectual Property Rights);

"Call-Off Order" means a written instruction from Company (or an Affiliate of the Company) to Contractor (or an Affiliate of the Contractor) issued in accordance with Clause 8.1 to carry out certain Work the specific details of which are more particularly set out in such instruction. Any such instruction shall be issued to Contractor substantially in the form attached hereto as Schedule 1;

"Call-Off Price" means the price for the whole of the Work under the relevant Call-Off Order as calculated in accordance with the provisions of this MSA;

"Claims" means claims, liens, judgments, fines, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors;

"Commencement Date" means the date for commencement of the Services as set out in the relevant Call-Off Order or such other date as notified by Company to Contractor, as the same may be amended under this MSA;

"Company Group" means: (a) Company and its Affiliates; (b) Company's other contractors and subcontractors (of any tier) performing work at the Worksite; and (c) the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in sub-Clauses (a) and (b) of this definition, but shall not include any member of Contractor Group;

"Company Provided Items" means any item or items of property as set out in this MSA or as otherwise agreed by the Parties in writing that Company is required to deliver or make available to Contractor for use as part of the Work, including for incorporation or installation as part of the Goods and/or the Equipment;

"Company Representative" means the person(s) referred to in Clause 4.1;

"Consequential Loss" means: (a) consequential or indirect loss under English law; and (b) loss and/or deferral of production, loss of product, loss of use, loss of business opportunity, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in sub-Clause (a) of this definition and whether or not foreseeable at the Effective Date;

"Contractor Group" means: (a) Contractor and its Affiliates; (b) Subcontractors of any tier and their Affiliates; (c) Personnel; and (d) to the extent not included in sub-Clause (c) of this definition, the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in sub-Clauses (a) and (b) of this definition;

"Contractor Representative" means the person(s) referred to in Clause 4.1;

"Data" means data and information including text, drawings, diagrams, images and sounds (together with any database made up of or including any of these) which is embodied in any form including electronic, magnetic, optical or tangible media;

"Data Protection Legislation" means the EU Data Protection Directive 95/46/EC and all other Legislation relating to processing of Personal Data and privacy and all applicable guidance and codes of practice issued by the UK Information Commissioner's Office;

"Defects Liability Period" means [twelve (12)] months from the date of completion of the relevant Services or in the case of any failure, defect or other deficiency in such Services rectified in accordance with Clause 8.3(b), [twelve (12) months] from the date of completion of such rectification, subject always that that the maximum "Defects Liability Period" in respect of the relevant Services shall not exceed [twenty-four (24)] months from the original date of completion of the same;

"Delivery Date" means the date or dates for delivery of the Goods as set out in the relevant Call-Off Order, as the same may be amended under this MSA;

"Delivery Point" means the location or locations for delivery of the Goods as set out in the relevant Call-Off Order, as the same may be amended under this MSA;

"Effective Date" has the meaning set out above;

"Equipment" means (i) all Rental Equipment; (ii) all materials, consumables, supplies and similar items; and (iii) all equipment, plant, machinery, tools, apparatus, hardware, spare parts and similar items that Contractor is required to provide in accordance with the provisions of this MSA including as the same may be owned, hired, leased or otherwise provided by any member of Contractor Group, including but not limited to all items specifically listed in the relevant Call-Off Order but excluding any Goods supplied under this MSA;

"Force Majeure Event" has the meaning set out in Clause 28.2;

"Foreground IPR" means a development, discovery, invention, enhancement or improvement (including all documentation relating thereto) created by or on behalf of Contractor in contemplation of or in performance of the Work but excluding all Background IPR;

"Goods" means any of the goods as detailed in the relevant Call-Off Order that Contractor is required to supply in accordance with the provisions of this MSA;

"Good Oilfield Practice" means the application of those methods and practices customarily used in good and prudent oil and gas field practice in the United Kingdom Continental Shelf with that degree of diligence and prudence reasonably and ordinarily exercised by experienced operators engaged in the United Kingdom Continental Shelf in a similar activity under similar circumstances and conditions;

"Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by any of the Senior Managerial Personnel of any entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences such person or entity knew, or should have known, such act or failure would have on the safety or property of another entity;

"HSE" has the meaning set out in Clause 16.1;

"Indemnified Group Member" means any member of Company Group (other than Company) or Contractor Group (other than Contractor);

"Insolvency" means: (a) insolvency of or inability by Contractor to pay its debts as they fall due; (b) any suspension by Contractor of making payments on any of its debts or, by reason of actual or anticipated financial difficulties, Contractor commencing negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (c) any corporate action, legal proceedings or other procedure or step being taken (including the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer) in relation to the winding up, dissolution, administration or reorganisation of Contractor or its assets; (d) the value of the assets of Contractor being less than its liabilities (taking into account contingent and prospective liabilities); (e) a moratorium being declared in respect of any indebtedness of Contractor; (f) any step being taken in respect of a composition, compromise, assignment or arrangement with any creditor of Contractor; (g) any expropriation, attachment, sequestration, distress or execution affecting any asset or assets of Contractor; (h) enforcement of any security over any assets of Contractor; (i) any reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of Contractor; or (j) any event occurring or step or procedure being taken in any jurisdiction analogous to those set out in sub-Clauses (a) to (i) (inclusive) of this definition;

"Intellectual Property Rights" or **"IPR"** means patents and rights in inventions, trademarks, service marks, logos, get up, trade names, rights in internet domain names and website addresses, rights in designs, copyright (including rights in computer software and moral rights), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications (and the right to apply) for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"IPR Claim" means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used in connection with the Work or provided or made available by or on behalf of Contractor to any member of Company Group in the fulfilment of Contractor's obligations;

"Key Date" means any date on or by which Contractor is to achieve the commencement or completion of all or any part of the Work, including the Delivery Date, the Commencement Date and the Scheduled Completion Date;

"Legislation" means all applicable laws, directives, statutes, statutory instruments, bye-laws, ordinances, regulations, decrees, approvals, licences, permits, authorisations, guidelines, rules, orders, codes of practice, standards and any other requirement of any Authority;

"LIBOR" means the interest settlement rate for Dollars for a one (1) month period as quoted by ICE Benchmark Administration (or such other person which take over the administration of that rate) and published by Bloomberg on the payment due date and if any such rate is below zero the rate shall be deemed to be zero;

"Mobilisation Point" means: (a) in respect of Personnel and/or Equipment to be transported offshore by Company, the applicable Company-designated heliport and/or supply base as set out in the relevant Call-Off Order; and (b) in respect of all other Personnel and/or Equipment, the location or locations as set out in the relevant Call-Off Order, to and from which Contractor shall mobilise and demobilise, unless alternative demobilisation requirements have been agreed, such Personnel and/or the Equipment in accordance with the provisions of this MSA;

"Modify" means to modify, adapt, develop, enhance or create derivatives of, and "Modification" shall be construed accordingly;

"MSA" means this agreement including all schedules hereto as supplemented by any Call-Off Order, as the same may be amended or varied in accordance with its terms. In the event of any ambiguity or contradiction between a Call-Off Order and the other provisions of this MSA, the relevant Call-Off Order shall govern;

"MSA Data" means all Data which is or is required to be prepared, produced, created, generated, processed, stored, provided or transmitted by or on behalf of Contractor in accordance with the provisions of this MSA or in contemplation or the performance of, or for the purposes of, the Work, including certificates, estimates, programmes, manuals, reports, charts, engineering documents, plans and all documents for the handling, storage, installation, commissioning, operation, use, maintenance or decommissioning of the Goods and any Equipment to which Company has title in accordance with the provisions of this MSA and all wellbore, production or reservoir information, well logs, information on geology or formations encountered in any well and test data, including well test results and well curves and any Modification to the foregoing;

"Party" means either Company or Contractor, as the context so requires, and "Parties" shall be construed accordingly;

"Personnel" means all personnel that Contractor is required to provide in accordance with the provisions of this MSA, including as the same may be employed or otherwise engaged (including on an agency or consultancy basis) by Contractor, its Subcontractors of any tier or its or their Affiliates or agents;

"Rental Equipment" means Equipment to be supplied by Contractor to Company for the Rental Period on a rental basis as specifically detailed in the relevant Call-Off Order, but excluding any Goods supplied under this MSA;

"Rental Period" means the period of time during which Contractor will supply the Rental Equipment to Company, commencing and expiring on the respective dates stipulated in the Call-Off Order;

"Scheduled Completion Date" means the date (if any) for completion of the Services as set out in the relevant Call-Off Order or such other date as notified by Company to Contractor, as the same may be amended under this MSA;

"Senior Managerial Personnel" means any person employed by an entity as a director or who occupies a senior managerial position in such entity with direct overall responsibility for the conduct of operations under this Agreement who directly reports to the board of directors of the relevant Party;

"Services" means any of the services as detailed in the relevant Call-Off Order that Contractor is required to perform in accordance with the provisions of this MSA;

"Scope of Work" means the description of the Work contained in the relevant Call-Off Order;

"Subcontract" means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding this MSA;

"Subcontractor" means any person (other than Contractor) that is party to a Subcontract;

"Tax" or "Taxation" means all forms of direct and indirect taxation and statutory, governmental, state, federal, provincial, local government or municipal charges, duties (including stamp duties and transfer taxes, customs duties, excise duties, port dues, brokerage fees, import or export charges and occupation of location charges), imposts, contributions, levies, withholdings or liabilities wherever chargeable and of any jurisdiction and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other measure (including without limitation social security contributions and any other payroll taxes and including local authority rates) however imposed (whether by way of a withholding or deduction for or on account of tax or otherwise), and any penalty, fine, surcharge, interest, charges or costs payable in connection therewith;

"Taxation Authority" means any taxing, governmental or other authority whatsoever competent to impose, administer or collect any Taxation;

"Technical Information" means all Data provided or caused to be provided by Company pursuant to this MSA, including any Modification to the foregoing;

"Termination Date" means the effective date of termination of all or any part of the Work or this MSA as specified in any notice of termination from Company to Contractor;

"Third Party" means any person that is not a member of Company Group or Contractor Group;

"Variation" means a written instruction from Company detailing any addition, deletion, substitution or any other alteration to the Work which is within the capability and resources of Contractor, including any change to the quantity, nature or specification of the Goods and/or any Equipment;

"Variation Event" has the meaning set out in Clause 10.1;

"VAT" means value added tax as provided for in Council Directive 2006/112/EC (or implemented by a European Union member state) and any other tax of a similar nature (including sales tax or a tax instead of or in addition to value added tax), levied on goods and/or services which the supplier thereof is required to account to the relevant Taxation Authority;

"Warranty Period" means, subject always that the maximum "Warranty Period" in respect of the relevant Goods shall not exceed [twenty-four(24)] months from the original date of, as applicable, release of the same from consignment into the care, custody and control of Company or delivery of the same to Company in accordance with the provisions of this MSA: (a) in respect of Goods delivered on a consignment basis, [twelve (12)] months from the date such Goods are released from consignment into the care, custody and control of Company, provided that in the case of any failure, defect or other deficiency in such Goods rectified pursuant to Clause 9.7(b) "Warranty Period" means [twelve (12)] months from the date at the point of use that such rectified Goods are operated, used or entered into commercial operation; and (b) in respect of all other Goods, [twelve (12)] months from the date such Goods are delivered in accordance with the provisions of

this MSA, provided that in the case of any failure, defect or other deficiency in such Goods rectified pursuant to Clause 9.7(b), "Warranty Period" means [twelve (12)] months from the date at the point of use that such rectified Goods are operated, used or entered into commercial operation. Any modifications to the aforementioned Warranty Periods in a relevant Call-Off Order shall only be for a longer period and not less than the durations outlined herein;

"Wilful Misconduct" means in relation to an entity, an intentional, conscious or reckless disregard, by Senior Managerial Personnel of such an entity, of Good Oilfield Practice or any of the terms of this Agreement in utter disregard of avoidable and harmful consequences but shall not include any act, omission, error of judgement or mistake made in the exercise in good faith of any function, authority or discretion vested in or exercisable by such Senior Managerial Personnel and which in the exercise of such good faith is justifiable by special circumstances, including but not limited to safeguarding of life, property or the environment and other emergencies;

"Work" means all work that Contractor is required to carry out in accordance with the provisions of this MSA, including the performance of the Services, the supply of the Goods and the provision of any Equipment required by Company as specifically detailed in any Call-Off Order;

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London; and

"Worksite" means all the lands, waters and other places on, under, in or through which the Work is to be performed.

- 1.2 Unless expressly stated otherwise, references in this MSA to Clauses and Schedules are to clauses of or schedules to this MSA.
- 1.3 The headings in this MSA are for ease of reference and shall not be deemed to be part of or be taken into consideration in the interpretation or construction of this MSA.
- 1.4 References in this MSA to: (a) day(s), week(s) and month(s) shall mean calendar rather than working day(s), week(s) and month(s) unless otherwise specified; (b) the words "including", "include" and "other" shall be construed without limitation; (c) any Legislation includes reference thereto as varied, supplemented or replaced from time to time or, as applicable, as extended, re-enacted or amended; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) any Party or other person, which for the purpose of this MSA shall include, as the context requires, any natural person, body corporate, unincorporated association, partnership or other entity, whether or not having a separate legal personality, shall include that Party's or person's successors in title and permitted assigns.
- 1.5 The following Schedules are attached hereto to form part of this MSA:
 - (a) Schedule 1 Form of Call-Off Order
 - (b) Schedule 2 Company's Rates

2. Duration

- 2.1 This MSA shall be effective from the Effective Date and shall continue in effect for [insert duration] ("**Initial Term**") unless extended or terminated in accordance with its terms.
- 2.2 Company may, at its sole discretion, by one or more notices to Contractor served at any time prior to the expiry of the Initial Term (or such period as extended by any previous notice or notices) extend the duration of this MSA on the same terms and conditions and by such additional

period(s) as notified by Company, provided that any such extension(s) shall not exceed [insert duration] from the date of expiry of the Initial Term ("**Extension Period**").

2.3 In the event that any Work in progress will extend past the expiry of the duration of this MSA, unless and to the extent Company notifies Contractor to the contrary, Contractor shall continue to carry out such Work and this MSA shall automatically extend until either such Work is completed in accordance with the provisions of this MSA or Company instructs Contractor to cease the same. All terms and conditions of this MSA shall be deemed to be in full force and effect for the duration of any such extension and the rates and prices in effect at the date on which this MSA automatically extended shall continue to apply.

3. The Work

3.1 In consideration of the payments to be made by Company, Contractor hereby agrees to carry out the Work in accordance with the provisions contained herein.

3.2 The Parties agree that no provision of this MSA shall oblige Company to provide Contractor with any guaranteed scope of work unless as stated in the relevant Call-Off and Company does not hereby give any commitment as to the volume of Work to be ordered by the Company under this MSA. Company may at any time contract with other contractors for same or similar work as the Work.

4. Representatives

4.1 Subject to the remaining provisions of this Clause 4, Company Representative and Contractor Representative are the persons named as such in the relevant Call-Off Order. Such representatives, their replacements or delegates as appointed in accordance with this Clause 4, shall be readily available to enable both Company and Contractor to discharge their obligations under this MSA.

4.2 Company Representative has the authority to act for and on behalf of Company in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all notices, information, instructions, directions and decisions to Contractor and receiving from Contractor all notices, information and decisions as required under this MSA. Company Representative may at any time by notice (including by e-mail) to Contractor delegate any of its authority to any nominated deputy or deputies. Such notice shall specify the extent of the authority of any such deputy or deputies. Company may replace Company Representative at any time and shall notify Contractor of any replacement. Company Representative has no powers to amend this MSA or to relieve Contractor from any of its liabilities or obligations under this MSA.

4.3 Contractor Representative has the authority to act for and on behalf of Contractor in respect of the Work and, subject to any delegation of such authority, shall be responsible for issuing all notices, information and decisions to Company and receiving from Company all notices, information, instructions, directions and decisions as required under this MSA. Contractor Representative may delegate any of its authority to any nominated deputy or deputies, the terms of such delegation being subject to Company's prior approval which shall not be unreasonably withheld or delayed. Contractor shall not change Contractor Representative or any nominated deputy or deputies without Company's prior approval. Contractor Representative has no powers to amend this MSA.

5. Contractor's General Obligations

5.1 Contractor shall provide all management, engineering, design, supervision, personnel, equipment, plant, machinery, tools, apparatus, hardware, materials, consumables, supplies,

- containers, packaging, fastenings, spare parts, software, facilities, premises and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from this MSA.
- 5.2 Contractor shall carry out the Work: (a) in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA; (b) with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in work of the type to be carried out under this MSA; (c) to the satisfaction of Company; and (d) in compliance with all other provisions of this MSA
- 5.3 In order to ensure the performance and completion of the Work is not delayed, Contractor shall be responsible for: (a) the diligent and timely execution of all aspects of the Work, in accordance with the provisions of this MSA; (b) the diligent and timely request from Company of all items to be provided by Company, including Company Provided Items; and (c) subject to the programming requirements of Company, programming the Work and independently controlling its progress, including preparing and submitting to Company estimates, programmes, reports of progress and other reports as Company may request from time to time.
- 5.4 Except to the extent that it may be legally impossible or create a hazard to safety, Contractor shall comply with Company's instructions and directions on all matters relating to the Work.
- 5.5 Contractor shall ensure that other work it is currently or simultaneously carrying out does not interfere with the Work. In respect of Personnel, Equipment, securings, containers, packaging, software, facilities, premises and all other things whether of a temporary or permanent nature that Contractor is required to provide in accordance with the provisions of this MSA, Contractor shall not enter into any agreement of any nature if the work under such agreement is for a period of time that would result in any of the same not being available as and when required under this MSA, shall not at any time divert or allocate the same to other work without Company's prior approval and undertakes that, notwithstanding such approval, the same shall be provided as and when required under this MSA.
- 5.6 Except where there are specific schedules or dates provided in this MSA for Contractor's submission of any matter for approval or consent, Contractor shall submit all matters requiring Company's approval or consent within an adequate timeframe so that Company has a reasonable period in which to review any such submissions.
- 5.7 Company reserves the right to enter into contracts with other contractors for the provision of work or services associated with the Work, for the Work itself if not awarded to Contractor, or if Company has the right pursuant the terms of this MSA to have Work completed by itself or a Third Party. Contractor shall afford Company and such other contractors (and their subcontractors of any tier) all access and every opportunity required for the execution of their work or services and shall co-operate fully with such persons.
- 5.8 Company and its authorised representatives shall be entitled at any time to carry out any inspection, testing, witnessing, expediting or monitoring of the Work necessary and to examine all associated Data in order to confirm compliance by Contractor with its liabilities and obligations under this MSA. Contractor shall provide, or shall procure the provision of, all assistance, Data and access to Personnel or the Work as may be required in connection therewith.
- 5.9 Company or, as applicable, the relevant member of Company Group shall at all times retain title to the Technical Information and such other Data provided by or on behalf of Contractor under this MSA. Where any Data provided by or on behalf of Contractor under this MSA is created and stored electronically, Contractor shall provide, or procure the provision of, the same to Company on such electronic media as Company may require and which is compatible with Company's

systems at the times specified in this MSA or if no times are specified, when required by Company. If requested by Company, files will be provided in original format (i.e. Word, Excel, CAD, etc.) and if mutually agreed for specific work, in a PDF format. The Parties shall agree the system compatibility requirements applicable to the Work.

- 5.10 Contractor shall exercise all diligence to ensure the completeness and safe transportation of all acquired Data including well logs, test and other information arising out of the Work. Contractor does not warrant the accuracy of Data transmitted by electronic process, provided that where Contractor suspects that such Data will not be transmitted accurately Contractor shall immediately notify Company Representative who shall advise Contractor of the most appropriate course of action to be taken. Contractor will not be responsible for accidental or intentional interception of Data transmitted by electronic process by third parties, except where such Data is intercepted within Contractor Group's electronic systems.
- 5.11 If Contractor collects as part of the Work any samples of soil, drill cores, drill cuttings, well fluids (including hydrocarbons) or similar from any Worksite, then Contractor shall keep and preserve representative portions of such samples which shall remain at all times the property of Company, and shall deliver the same to Company on request. For greater clarity and certainty such collected items are covered by the confidentiality provisions of this MSA.

6. Contractor to Inform Itself

- 6.1 Contractor shall have informed itself and be deemed to have satisfied itself fully before entering into this MSA and prior to commencing any Work as to: (a) the extent and nature of the Work; (b) the correctness and sufficiency of the rates and prices set out in this MSA; (c) all Legislation, including with respect to Tax; (d) general and local conditions relating to the Work and the Worksite; (e) political and security conditions relating to the Work and the Worksite, including possible risks to Personnel, Equipment; and (f) all other matters, including risks and contingencies, which could affect the Work, including transportation, accommodation, communications, security and access to fuel, water, power, other utilities at the Worksite.
- 6.2 Any failure by Contractor to take account of matters which could affect the Work shall not relieve Contractor from any of its liabilities or obligations under this MSA, nor shall such failure by Contractor be the basis for any changes to Schedule 2 (Company's Rates).
- 6.3 Without prejudice to Contractor's obligations under Clause 6.1, Contractor shall, within seven (7) days (or such other period as Company may reasonably require) of receipt of any Technical Information, review the same in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA and notify Company of any deficiencies, omissions, contradictions or ambiguities. Company shall resolve the same as soon as reasonably possible and Contractor shall thereafter be entitled to rely on such Technical Information (as corrected by Company, if applicable).

7. Contractor to Inform Company

- 7.1 Contractor shall notify Company without delay of all things, which in the opinion of Contractor appear to be deficiencies, omissions, contradictions or ambiguities in this MSA or conflicts with Legislation. Company shall review these items and issue the necessary instructions before Contractor proceeds with any part of the Work affected. Any such instruction shall be a Variation Event and the provisions of Clauses 10.2, 10.5 and 10.6 shall apply.
- 7.2 Contractor shall notify Company without delay of any health, safety or environmental incidents and accidents that occur in connection with the Work.

7.3 Contractor shall notify Company immediately of any proposed or actual stoppages of work, including industrial disputes, or other matters affecting or likely to affect the Work and shall use all reasonable endeavours to prevent, overcome or resolve such matters to ensure compliance with this MSA.

8. Performance

8.1 Call-Off Orders

- (a) Company shall be entitled (but not obliged), at any time during the term of this MSA, to request Contractor to carry out and complete certain Work, as more specifically defined in a Call-Off Order.
- (b) The Call-Off Order shall specify the Work to be carried out, the Call-Off Price to be paid in respect thereof and any additional terms and conditions and information as may be applicable to the Work. The Call-Off Order shall be in the form set out in Schedule 1 (Form of Call-Off Order).
- (c) The Call-Off Order shall outline the mechanism of compensation constituting the relevant Call-Off Price. The Call-Off Price shall be calculated on the basis of Schedule 2 (Company's Rates) and in accordance with one of the following three schemes, which shall be outlined in more detail within the relevant Call-Off Order:
 - (i) Lump Sum remuneration on the basis of a firm Scope of Work, including unit rates to allow for calculation of Call-Off Price changes through a Variation in accordance with Clause 10;
 - (ii) Agreement between the Parties on rates and fees for specific Work, detailing technical requirements but no firm commitment on the Work to be undertaken. Volume price discounts can be included as agreed to between the Parties. A request for Work to be performed shall be made via purchase order or other documentation in accordance with the administrative procedure detailed in the relevant Call-Off order; or
 - (iii) Firm Scope of Work, including both technical and quantity requirements, clearly stating the commitment made by Company on the basis of the rates and fees set out therein. A termination fee shall apply to such Call-Off Price, if the Company wants to cancel certain parts or a portion of the firm Scope of Work.
- (d) The terms and conditions of this MSA shall at all times apply to and control all Work that may be conducted or carried out by Contractor for Company under any Call-Off Order until such Call-Off Order expires or is otherwise terminated.
- (e) In the event that any provision contained in any part of this MSA is expressly supplemented or varied by the Parties pursuant to a Call-Off Order, the terms and conditions contained in any such Call-Off Order shall take precedence over the relevant terms and conditions contained in this MSA but only to the extent expressly agreed by the Parties in the Call-Off Order that they should do so. In the event of any ambiguity or contradiction between a Call-Off Order and the other provisions of this MSA, such other provisions of this MSA and not the Call-Off Order shall govern.
- (f) If a Call-Off Order is in force at a date when this MSA would expire or would otherwise be terminated, this MSA shall, for the purposes of the Call-Off Orders which remain in force

at such date, continue in force for so long as Company and/or Contractor shall have rights and/or obligations under the relevant Call-Off Order.

8.2 General

- (a) Any Services required by Company shall be ordered by way of a Call-Off Order.
- (b) Contractor shall commence the Services on the Commencement Date and shall continuously proceed with the same in accordance with the scheduling requirements of Company until complete in accordance with the provisions of this MSA.
- (c) If at any time the progress of the Services does not comply with the provisions of Clause 8.2(b) Contractor shall immediately inform Company and shall take all necessary action to re-establish progress in accordance therewith.
- (d) Contractor shall achieve completion of the Services by the Scheduled Completion Date where such date is set out in the relevant Call-Off Order.

8.3 Defective Services

- (a) Contractor shall immediately inform Company if it identifies or is made aware of any failure, defect or other deficiency in the Services (or, for the purpose of Clause 8.3(c), any rectified Services) at any time during the performance of the Services or during the Defects Liability Period and shall forthwith provide Company with all Data necessary or as required by Company to assess the extent and impact of such failure, defect or other deficiency on this MSA.
- (b) If Company identifies or is made aware of any failure, defect or other deficiency in the Services (or, for the purpose of Clause 8.3(c), any rectified Services) at any time during the performance of the Services or during the Defects Liability Period, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such failure, defect or other deficiency.
- (c) Upon compliance by Contractor with its obligations under Clause 8.3(b) in respect of the Defects Liability Period, a new Defects Liability Period shall apply from the date of completion of such rectification and this Clause 8.3 shall apply to such rectified Services for the new Defects Liability Period.
- (d) If Contractor fails to comply with its obligations under Clause 8.3(b), Company shall, without prejudice to any other rights or remedies which Company may have, be entitled to either carry out Contractor's obligations under such Clause itself or have such obligations carried out by others, including Subcontractors or any other member of Company Group, and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.
- (e) Contractor's financial liability under the relevant Call-Off Order in respect of any costs incurred by Company pursuant to Clause 8.3(d) as a result of Contractor's failure to rectify defective Services identified during the Defects Liability Period shall be limited to a sum not greater than [one hundred and fifty percent (150%)] of the Call-Off Price.

9. Supply of Goods

9.1 General

- (a) Any Goods required by Company shall be ordered by way of a Call-Off Order.
- (b) It is a condition of this MSA that the Goods shall: (i) be new, or subject to Company's approval, as new, of good quality and sound design, materials and workmanship; (ii) be fit for its or their intended purpose where a purpose is defined in this MSA or, where no such purpose is defined, fit for its or their ordinary purpose; (iii) except to the extent expressly stated otherwise in this MSA, be in compliance with the latest issue of the appropriate British, EU, US or other international standards or codes of practice applicable to the Goods; (iv) be free from all liens, charges, encumbrances and retention of title claims by any third party; (v) to the extent sold by description or sample, conform with such description or sample; and (vi) be in compliance with all other provisions of this MSA.
- (c) All warranties relating to the condition of the Goods whether implied by statute, common law or otherwise, other than those contained in this MSA, are excluded.
- (d) Notwithstanding delivery of the Goods, Company shall not be deemed to have accepted the Goods until Company or its authorised representatives have had reasonable time and opportunity to finally inspect and/or test the same, including any final inspection and/or testing carried out by Company or its authorised representatives as part of the Goods being installed, commissioned, operated, used or entered into commercial operation at the point of use. For the purpose of this Clause, acceptance of the Goods by any of Company's contractors or subcontractors (of any tier) providing transportation or courier services in respect of the Goods shall not be deemed to be acceptance of the Goods by Company. Any acceptance of the Goods by or on behalf of Company shall not exclude or limit Contractor's other liabilities or obligations in respect of the Goods as set out in this MSA.
- (e) If as a result of any inspection or testing as set out in Clause 9.1(d) Company identifies that the Goods have not been supplied in accordance with the provisions of this MSA Company shall, without prejudice to any other rights or remedies which Company may have, be entitled to reject the Goods and, at its sole discretion and at Contractor's cost, either return the same to Contractor or require Contractor to collect the same on the basis that, where Company has paid for such Goods, either in whole or in part, a full refund for the relevant amount shall be paid forthwith by Contractor following any such rejection. The risk and responsibility for any Goods so rejected shall transfer to Contractor at the time of rejection, provided that where payment of a refund is due Company shall retain title to such Goods until payment of the refund is made in full by Contractor at which time title to the rejected Goods shall immediately transfer to Contractor.

9.2 Quality Assurance

- (a) Contractor shall be responsible for assuring that the Goods and any component parts thereof are of good quality and for this purpose Contractor shall adopt sufficient procedures to ensure proper quality assurance and shall ensure that its Subcontractors adopt sufficient procedures to ensure proper quality assurance.
- (b) Contractor shall on reasonable notice and during working hours permit Company and its authorised representatives to audit such procedures and determine the level of compliance therewith.

- (c) Contractor shall, if requested, submit its quality management system, incorporating the quality assurance requirements of Company as set out in the relevant Call-Off Order, to Company for approval, provided that any such approval shall not relieve Contractor from any of its liabilities or obligations under this MSA.

9.3 Test Data and Certificates

Contractor shall provide, or shall procure the provision of, all test data, test curves, hydraulic tests certificates, materials certificates and quality certificates required in connection with the supply of the Goods or any component parts thereof at the times and at or to the locations set out in this MSA or as otherwise required by Company. All such Data shall be provided to Company no later than the Delivery Date and shall be checked and signed, where required, by Company or its authorised representatives. Contractor shall at its own cost provide for any inspection or test certificates as may be required in fulfilment of this MSA.

9.4 Packing and Transportation

- (a) The Goods shall be packed by Contractor for transportation and storage in accordance with internationally recognised good practices and standards applicable to goods of the type to be supplied under this MSA and in accordance with any special requirements as set out in this MSA, so as to reach the point of use undamaged and in good condition and, to the extent not immediately used, shall ensure that the Goods are preserved in good condition until: (i) the Goods are permanently removed from packaging at the point of use; or (ii) the expiry of the Warranty Period, whichever is the earlier.
- (b) Unless otherwise stated in this MSA, all costs in connection with packing and transportation, including packaging, protection and the provision of appropriate transportation and/or storage containers and fastenings shall be included in the rates and prices as set out in this MSA. All handling and storage instructions shall be clearly displayed on the outside of all packaging and containers. Marking of the Goods shall be in accordance with the terms of the relevant Call-Off Order.
- (c) Contractor shall send with each consignment of the Goods (and at the same time provide Company Representative with a copy of the same): (i) a packing note (together with a copy of material test certificate(s) where applicable) detailing the number of this MSA, description, code number (if any) and the quantity of Goods consigned; (ii) an advice note including the details set out in Clause (c)(i); (iii) additional documentation as detailed in this MSA or any Amendment or Variation; (iv) Contractor's clear and full instructions with regard to the safe handling and storage of the Goods; (v) all customs documentation required for the Goods; and (vi) all documentation necessary to prove the Goods supplied have been inspected and tested and are properly completed and therefore in accordance with the provisions of this MSA.

9.5 Delivery

- (a) The Goods shall be delivered at the Delivery Point on the Delivery Date, along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other documentation required to be provided by Contractor in connection with the supply of the Goods, except to the extent the same has already been provided or as otherwise agreed with Company. If and as required by Company the Goods shall be delivered loaded or unloaded by Contractor at the Delivery Point. Except where expressly permitted under this MSA, Contractor shall not make part delivery of the Goods.

- (b) If Company at any time identifies any error, omission or other deficiency in the documentation referred to in Clause 9.5(a) then Company may give notice thereof to Contractor. Following receipt of such notice Contractor shall forthwith carry out all work necessary at its own cost to rectify the same. If Contractor fails to carry out the required work in accordance with the foregoing provisions of this Clause, Company shall be entitled to carry out such obligations itself or have the same carried out by others, including Subcontractors or any other member of Company Group, and recover all costs in connection therewith from Contractor.
- (c) Any Goods ready for delivery before the Delivery Date shall be stored by Contractor at its own risk and cost. Company shall not be required to pay for any deliveries of Goods in excess of the quantity required under this MSA which shall be and remain at Contractor's risk. Company shall be entitled to recover from Contractor any costs incurred by Company in connection with such excess deliveries.

9.6 Ownership of the Goods

- (a) Subject to Clause 9.6(b), title to the Goods shall transfer to Company: (i) upon delivery, whether in whole or in part (provided that part delivery is permitted under this MSA), to Company in accordance with the provisions of this MSA; or (ii) upon payment by Company, whichever is the first to occur, provided that the risk and responsibility for such Goods shall at all times remain with Contractor until delivered to Company in accordance with the provisions of this MSA. For the purpose of Clause 9.6(a)(ii), where Company makes milestone payments, title to the Goods or parts thereof to which the payments apply will proportionally pass to Company.
- (b) Where any Goods are delivered to Company on a consignment basis, title to such Goods shall transfer to Company upon release of the same from consignment into the care, custody and control of Company, provided that the risk and responsibility for such Goods shall at all times remain with Contractor until such release from consignment.
- (c) Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of loss of, damage to or recovery of any Goods to which Company has title in accordance with the foregoing provisions of this Clause 9.6 at any time when the risk and responsibility for the same is with Contractor or as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, arising out of or in connection with this MSA.

9.7 Defective Goods

- (a) Contractor shall immediately inform Company if it identifies or is made aware of any failure, defect or other deficiency in the Goods (or, for the purpose of Clause 9.7(d), any rectified Goods) and shall forthwith provide Company with all Data necessary or as required by Company to assess the extent and impact of such failure, defect or other deficiency on this MSA.
- (b) If Company at any time during the Warranty Period identifies or is made aware of any failure, defect or other deficiency in the Goods (or, for the purpose of Clause 9.7(d), any rectified Goods) Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such failure, defect or other deficiency, which shall include the replacement of the Goods, where the same is determined by Company, at its sole discretion, to be the

appropriate course of action, at the point of use or at such other location as required by Company.

- (c) Notwithstanding the provisions of Clause 9.7(b), Contractor shall not be liable for the costs of rectifying any failure, defect or other deficiency in the Goods which results from the following: (i) failure by Company to observe the relevant instructions for the operation of the same as set out in any operating manuals for such Goods as provided by Contractor under this MSA, except where such failure is as a result of any defect in such operating manuals; (ii) the reasonable actions of Contractor in relying on the Technical Information; (iii) actual operating conditions being different from those specified in this MSA; or (iv) defects in Company Provided Items that Contractor is not expected to identify in accordance with its obligations under this MSA.
- (d) Upon compliance by Contractor with its obligations under Clause 9.7(b), a new Warranty Period shall apply from the date of completion of such rectification and the foregoing provisions of this Clause 9.7 shall apply to the rectified Goods for such new Warranty Period.
- (e) If Contractor fails to comply with its obligations under Clause 9.7(b), Company shall, without prejudice to any other rights or remedies which Company may have, be entitled to either carry out Contractor's obligations under such Clause itself or have such obligations carried out by others, including Subcontractors or any other member of Company Group, and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

9.8 Liquidated Damages

- (a) If Contractor fails to deliver the Goods in accordance with Clause 9.5(a) then Contractor shall pay Company liquidated damages for delay calculated at the rate as set out in the relevant Call-Off Order for each day that shall elapse from the Delivery Date up to and including the date of actual delivery in accordance with the provisions of this MSA.
- (b) Any liquidated damages payable pursuant to Clause 9.8(a) shall be immediately due and payable provided that Company may deduct the same from any amounts due or which may become due to Contractor under this MSA or recover the same as a debt from Contractor by action at law or otherwise. The payment or deduction of such liquidated damages shall not relieve Contractor from any of its liabilities or obligations under this MSA.
- (c) Contractor agrees that any such liquidated damages are a genuine pre-estimate of the loss and damage likely to be suffered by Company as a result of delay by Contractor in complying with Clause 9.5(a) and are not a penalty, however if for any reason enforcement of such liquidated damages is prohibited, rendered void, invalid or unenforceable by Legislation or otherwise, then Contractor shall be liable to pay general damages in respect of Contractor's failure to deliver the Goods in accordance with Clause 9.5(a).
- (d) The rights of Company under Clauses 9.8(a) and 9.8(b) are without prejudice to any other rights or remedies which Company may have including: (i) any right of Company to claim damages for breach of this MSA other than delay damages resulting from failure of Contractor to deliver the Goods in accordance with Clause 9.5(a); and (ii) the rights of Company under Clauses 27.1 to 27.6 (inclusive).

- (e) Contractor's financial liability under Clause 9.8(a) in respect of the relevant Call-Off Order shall not exceed [one hundred and fifty percent (150%)] of the Call-Off Price.

10. Variations

10.1 Definition of a Variation Event

For the purpose of this MSA, "**Variation Event**" means:

- (a) any event expressly described as such in this MSA;
- (b) any Variation issued by Company to Contractor under Clause 10.3; or
- (c) any breach of this MSA or any act of prevention affecting the Work which is directly attributable to Company or any person authorised, employed or otherwise engaged (including on an agency or consultancy basis) by Company in connection with this MSA, excluding any member of Contractor Group.

10.2 Notice of a Variation Event

- (a) Contractor shall promptly give notice to Company of the occurrence of a Variation Event provided that: (i) no notice need be given of a Variation issued by Company under Clause 10.3; and (ii) if Contractor fails to give notice of any other Variation Event within seven (7) days of the occurrence of the same, Contractor shall not be entitled to any extension or allowance of time or to any additional payment of any kind in respect of the relevant Variation Event.
- (b) Within fifteen (15) days from receipt of a notice under Clause 10.2(a), Company shall either: (i) request Contractor to submit Data in accordance with Clause 10.5(a); or (ii) notify Contractor that Company considers that: (aa) no Variation Event has occurred; (bb) the Variation Event arose from a breach of this MSA by Contractor or any error or omission of any member of Contractor Group; (cc) the Variation Event is at Contractor's own risk and cost under this MSA; or (dd) the Variation Event has not or will not result in delay or in Contractor incurring additional cost.

10.3 Company's Right to Issue a Variation

- (a) Company shall have the right at any time to issue a Variation to Contractor.
- (b) Following receipt of a Variation, in relation to which the provisions of Clauses 10.5 and 10.6 shall apply, Contractor shall forthwith commence and continuously proceed with the execution of the Variation until complete in accordance with the provisions of this MSA.

10.4 Company's Right to Issue a Proposed Variation

- (a) Without prejudice to its rights under Clause 10.3, Company may issue a proposal for a Variation to Contractor.
- (b) Contractor shall within seven (7) days of receiving a proposed Variation under Clause 10.4(a) submit to Company a fully detailed estimate of the effect of the same on the time to perform the Work and the Call-Off Price.
- (c) Within fifteen (15) days from receipt of an estimate under Clause 10.4(b), Company may: (i) accept Contractor's estimate subject to Clause 10.4(d); (ii) withdraw the proposed

Variation; or (iii) meet with Contractor to see if agreement can be reached on the content and effect of the proposed Variation.

- (d) If Company accepts Contractor's estimate under Clause 10.4(c)(i) or reaches agreement with Contractor under Clause 10.4(c)(iii) Company may within five (5) days from such acceptance or agreement confirm the proposed Variation by issuing a Variation to Contractor under Clause 10.3. The effects of the Variation shall be binding on the Parties and Clauses 10.5, 10.6(d) and 40 shall not apply.

10.5 Evaluation of a Variation Event

- (a) Within seven (7) days (or such other period as Company may reasonably require) of receipt of a Variation or of a request by Company under Clause 10.2(b)(i), Contractor shall provide Company with all Data necessary in order to substantiate the effect of the Variation Event on the time to perform the Work and the Call-Off Price.
- (b) Upon satisfactory substantiation of the effect of any Variation Event on the time to perform the Work and the Call-Off Price, or where Contractor has failed to provide the necessary Data in accordance with Clause 10.5(a), Company shall issue a Variation confirming the effects of the Variation Event on the time to perform the Work and the Call-Off Price.
- (c) Subject to Clause 10.5(f), the effect of a Variation Event upon the time to perform the Work shall be assessed on the basis of the delay caused by the Variation Event to the relevant Key Date.
- (d) Subject to Clauses 10.5(e), 10.5(f) and 10.5(g), the effect of a Variation Event on the Call-Off Price shall be assessed on the basis of the rates and prices in this MSA. If this MSA does not contain any rates or prices which are appropriate or applicable to the Variation Event in question, Company shall determine the reasonable basis for adjustment taking due consideration of the Variation Event. Amendments to the general pricing structure and/or rates as set out in this MSA shall not be the subject of a Variation and shall only be made by an Amendment.
- (e) Any adjustment to the Call-Off Price in relation to a Force Majeure Event shall be calculated solely and exclusively in accordance with the relevant provisions, if any, of Schedule 2 (Company's Rates).
- (f) Any extension to the time to perform the Work and any adjustment to the Call-Off Price in relation to any suspension instructed under Clauses 26.1(c) or 26.1(d) shall be calculated in accordance with the relevant provisions of Schedule 2 (Company's Rates) or, in the absence of such provisions, in accordance with this Clause 10.5, provided that where such suspension is as a result of any breach of any contract, other than this MSA, entered into between Company or any of its Affiliates and Contractor or any of its Affiliates Contractor shall be liable for and bear all its own costs incurred as a result of such suspension and shall not be entitled to any extension or allowance of time or to any additional payment of any kind arising out of or in connection with such suspension.
- (g) Any adjustment to the Call-Off Price as a result of any change in applicable laws, rules and regulations of any governmental authority shall be determined on a reasonable basis by Company taking due consideration of the change concerned.
- (h) Without prejudice to the foregoing, where a Variation Event is at Contractor's own risk and cost under this MSA or arose from a breach of this MSA by Contractor or any error or

omission of any member of Contractor Group, Contractor shall not be entitled to any extension or allowance of time or any adjustment to the Call-Off Price or additional payment in respect of the Variation Event concerned.

10.6 Mitigation, Entitlement, Audit and Disputes

- (a) Contractor shall at all times prevent, avoid, overcome or minimise any costs resulting from a Variation Event and any delay caused by the Variation Event to the relevant Key Date and shall take all measures as may be required at no additional cost to Company to proceed with this MSA.
- (b) Contractor's only entitlement in respect of any event or circumstance which constitutes a Variation Event shall be as set out in this Clause 10. Contractor shall not be entitled to any extension or allowance of time or any additional payment of any kind in relation to any event or circumstance which does not constitute a Variation Event.
- (c) All Data provided by Contractor pursuant to Clause 10.5(a) shall be subject to audit by Company and its authorised representatives.
- (d) Nothing in this Clause 10 will limit or exclude Contractor's right to dispute: (i) any notification from Company under Clause 10.2(b)(ii); or (ii) any Variation issued by Company pursuant to Clause 10.5(b), in accordance with Clause 40.

11. Personnel

11.1 General

- (a) Contractor undertakes to provide sufficient Personnel at all times to ensure performance and completion of the Work in accordance with the provisions of this MSA.
- (b) Contractor shall ensure that all Personnel carry out their respective parts of the Work: (i) in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA; (ii) with all due skill, care, diligence, prudence and foresight to be expected of a reputable person experienced in work of the type to be carried out under this MSA; (iii) to the satisfaction of Company; and (iv) in compliance with all other provisions of this MSA.
- (c) All Personnel shall be competent, properly qualified and have the skills and experience appropriate to their respective roles. Contractor shall ensure that any written or oral representations and facts relating to the Personnel are, and shall remain, materially correct for the duration of this MSA and that all competencies, qualifications, skills and experience have been checked and found to be correct by Contractor. Upon demand by Company, Contractor shall show satisfactory proof of such competencies, qualifications, skills and experience.
- (d) Except to the extent otherwise agreed by the Parties, Contractor shall procure that all Key Personnel shall read, write and speak fluent English and all meetings shall be conducted in English.
- (e) Contractor shall be solely responsible for the mobilisation of the Personnel to the Mobilisation Point and, unless alternative demobilisation arrangements have been agreed, the demobilisation of the same from the Mobilisation Point.

11.2 Working Hours, Costs and Records

- (a) Contractor shall procure that the Personnel work: (i) the hours as set out in this MSA or if no hours are specified, the same working hours as apply to the location where the respective part of the Work is to be performed or otherwise as advised by Company in writing; and (ii) except where prohibited by Legislation, such hours in excess of normal working hours as Company may request from time to time.
- (b) Contractor shall be responsible for and shall meet all costs incurred in connection with the employment and/or engagement and administration of Personnel, local or otherwise, together with all necessary and routine medical examinations, inoculations, skills training, safety training and all other matters relating thereto, including making all travel arrangements (including reservations, onshore transport, lodging, maintenance and other necessary administrative and logistical requirements) and obtaining all necessary passports, work permits and visas (and renewals thereof) in accordance with the requirements of Legislation.
- (c) Contractor shall maintain full and up to date records for all Personnel and shall, except where prohibited by Legislation, make such records available to Company on request.

11.3 Key Personnel

Key Personnel listed in the relevant Call-Off Order shall not be replaced without the prior approval of Company. Contractor shall, at its own cost, ensure that any replacement shall work with the person to be replaced for a reasonable handover period at Contractor's own cost.

11.4 Identity Checks and Searches

Company reserves the right to require all Personnel entering or leaving, remaining at, or travelling to or from any Company Group controlled Worksite to provide evidence of identification (with a photo attached) and to consent to the searching of their person and any personal articles. All Personnel may also be required to provide such evidence of identification or to consent to a search at any time while performing any part of the Work. Any Personnel not providing the necessary identification or not willing to consent to a search as required in this Clause 11.4 will be dealt with in accordance with Clause 11.5.

11.5 Removal of Personnel

Company may instruct Contractor to remove from any Company Group controlled Worksite or from performing any part of the Work at any other Worksite any Personnel who in the reasonable opinion of Company: (a) are incompetent or negligent in the performance of their duties; (b) fail to comply with the requirements of Clause 11.4; (c) are engaged in activities which are contrary to Legislation or detrimental to the interest of Company or local customs or culture; or are persisting in conduct likely to be prejudicial to health, safety or the environment, and Contractor shall remove or lawfully secure the removal of such Personnel forthwith. Company shall state the reason for such removal in a subsequent written communication if requested by Contractor. Such Personnel shall not again be engaged in the Work or on any other work of Company or its Affiliates without Company's prior consent. Any Personnel so removed shall be replaced by Contractor within twenty-four (24) hours, or such other period as Company may reasonably require, by such other competent, properly qualified, skilled and experienced personnel as approved by Company Representative. Contractor shall not be entitled to any payment in connection with the removal and replacement of such Personnel.

11.6 Non Solicitation

Contractor shall not directly, or indirectly through any other person, firm or other organisation, employ or engage or otherwise solicit, entice or induce (or attempt to solicit or entice) any person who is engaged by Company or its Affiliates to become employed or engaged by Contractor or any other person, firm or other organisation. Contractor will not approach any such employee for such purpose or authorise or approve the taking of such actions by any other person other than by means of a national advertising campaign open to all comers and not specifically targeted at any person engaged by Company or its Affiliates.

12. Equipment

12.1 General

- (a) Contractor undertakes to provide sufficient Equipment at all times to ensure performance and completion of the Work in accordance with the provisions of this MSA. In addition, Contractor shall provide such Rental Equipment required by Company for the Rental Period as detailed in any Call-Off Order. The Rental Period commences on the date specified in the Call-Off Order and shall expire on the date specified in the Order, unless the Parties agree to the contrary.
- (b) It is a condition of this MSA that all Equipment is: (i) of good quality and sound design, materials and workmanship; (ii) fit for their intended purpose where a purpose is defined in this MSA or, where no such purpose is defined, fit for their ordinary purpose; (iii) free from all liens, charges, encumbrances and retention of title claims which would prevent their provision, operation or use as contemplated under this MSA; and (iv) in compliance with all other provisions of this MSA. In addition, where any Equipment is to be operated or used by any member of Company Group, Contractor confirms that Company Group shall at all times be entitled to quiet enjoyment and use of the same.
- (c) Without prejudice to the generality of Clause 12.1(b), Contractor shall ensure that: (i) the Equipment is at all times: (aa) in good working order and condition, including properly calibrated, and capable of performing safely, efficiently and continuously without failure or breakdown; (bb) in compliance with the manufacturer's rating and properly rated for any conditions in which it is operated or used, including hazardous conditions, and shall be clearly identified as to such rating; and (cc) properly maintained in accordance with internationally recognised good practices and standards applicable to such Equipment; (ii) the Materials are new, or subject to Company's approval, as new; and (iii) immediately prior to use, any Materials which are subject to a shelf life shall have sufficient shelf life remaining to satisfy the purpose for which they are used.
- (d) Contractor shall immediately inform Company if it identifies or is made aware of any failure, defect or other deficiency in the Equipment (other than any Equipment to which Company has title in accordance with Clause 12.4(b)), including any: (i) breakdown; or (ii) reduced operating efficiency, or any failure or likely failure in the provision of the same, and shall forthwith provide Company with all Data necessary or as required by Company to assess the extent and impact of the same on this MSA.
- (e) If Company identifies or is made aware of any failure, defect or other deficiency in the Equipment (other than any Equipment to which Company has title in accordance with Clause 12.4(b)), including any: (i) breakdown; or (ii) reduced operating efficiency, or any failure or likely failure in the provision of the same, Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify the same including: (i) the hire or purchase of

substitute Equipment; or (ii) the purchase of substitute Materials, from the nearest available source satisfactory to Company.

- (f) If Contractor fails to comply with its obligations under Clause 12.1(e), Company shall, without prejudice to any other rights or remedies which Company may have, be entitled to either carry out Contractor's obligations under such Clause itself or have such obligations carried out by others, including Subcontractors or any other member of Company Group, and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor. Any property hired or purchased under this Clause 12.1(f) shall be provided or made available by Company to Contractor and for the purpose of Clause 19 shall be deemed to be, as applicable, Equipment.

12.2 Inspection, Certification and Verification

- (a) Contractor confirms that the Equipment has been inspected, certified or verified by inspectors of any applicable official inspection, certification or verification authority prior to being provided under this MSA and shall for the duration of this MSA conform in all respects with the requirements of the same.
- (b) Any inspection, certification or verification of any Equipment necessarily required during the term of this MSA shall be conducted by Contractor at its own risk and cost at a time convenient to Company, provided that nothing in this Clause 12.2 will relieve Contractor from any of its liabilities or obligations under this MSA, including the obligation to provide the Equipment as and when required. Contractor shall provide Company with an anticipated schedule of required inspection, certification or verification of any Equipment prior to the execution of any relevant Call-Off Order.

12.3 Packing, Spare Parts and Maintenance

- (a) The Equipment shall be packed by Contractor for transportation and storage in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA and in accordance with any special requirements set out in this MSA, so as to reach the point of use undamaged and in good working order and condition and, to the extent not immediately put into operational use, shall ensure that the same remains undamaged and in good working order and condition prior to use. All costs in connection with packing and transportation, including packaging, protection and the provision of appropriate transportation and/or storage containers and fastenings shall be included in the rates and prices as set out in this MSA. All handling and storage instructions shall be clearly displayed on the outside of all packaging and containers.
- (b) Except as otherwise set out in this MSA, Contractor shall provide all consumables required for the Equipment and shall maintain a full stock of manufacturer recommended spare parts and associated tools and equipment which shall at all times be readily available, and where required, shall be provided and used by Contractor in order to keep the Equipment in full operational service for the duration of this MSA. If requested by Company, Contractor shall demonstrate evidence of such spare parts and associated tools and equipment and their locations.
- (c) Where required under this MSA, Contractor shall provide maintenance services for the Equipment in respect of which Contractor shall provide Company with an outline maintenance programme. Where Contractor is required to provide maintenance services, Contractor shall work with Company to schedule all routine and unplanned

maintenance during hours which do not disrupt or delay the operations and activities of Company, unless otherwise agreed in writing by the Parties.

12.4 Ownership of the Equipment

- (a) Subject to Clause 12.4(b), title to the Equipment shall not at any time transfer to any member of Company Group.
- (b) Where it is agreed by Company that any Equipment incorporated or installed as part of the property of Company or as part of any well or hole are to remain incorporated or installed as part thereof, title to the same shall transfer to Company upon the completion of such incorporation or installation, provided that the risk and responsibility for such Equipment shall at all times remain with Contractor until such incorporation or installation.
- (c) If Company identifies or is made aware of any failure, defect or other deficiency in any Equipment to which Company has title in accordance with Clause 12.4(b) at any time within [twenty-four (24)] months from the date of completion of: (i) the installation or incorporation of the same; or (ii) as applicable, the rectification of any failure, defect or other deficiency in the same under this Clause 12.4(c), Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such failure, defect or other deficiency which shall include the replacement of such Equipment, or part thereof, where it is determined by Company, at its sole discretion, to be the appropriate course of action, at the point of use or at such other location as required by Company.
- (d) Notwithstanding the provisions of Clause 12.4(c), Contractor shall not be liable for the costs of rectifying any failure, defect or other deficiency in any Equipment to which Company has title in accordance with Clause 12.4(b) which results from the following: (i) failure by Company to observe the relevant instructions for the operation of the same as detailed in any operating manuals for such Equipment as provided by Contractor under this MSA, except where such failure is as a result of any defect in such operating manuals; (ii) the reasonable actions of Contractor in relying on the Technical Information; (iii) actual operating conditions being different from those specified in this MSA; or (iv) defects in Company Provided Items that Contractor is not expected to identify in accordance with its obligations under this MSA.
- (e) If Contractor fails to comply with its obligations under Clause 12.4(c), Company shall, without prejudice to any other rights or remedies which Company may have, be entitled to either carry out Contractor's obligations under such Clause itself or have such obligations carried out by others, including Subcontractors or any other member of Company Group, and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.
- (f) Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of loss of or damage to or recovery of any Equipment to which Company has title in accordance with Clause 12.4(b) at any time when the risk and responsibility for the same is with Contractor or as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, arising out of or in connection with this MSA.

12.5 Mobilisation and Demobilisation

- (a) Contractor shall be solely responsible for the mobilisation of the Equipment to the Mobilisation Point and, unless alternative demobilisation arrangements have been agreed, the demobilisation of the same from the Mobilisation Point and, except as otherwise set out in this MSA, shall be responsible for all handling, loading and unloading of the Equipment in relation to such mobilisation and demobilisation.
- (b) Where any Equipment is to be operated or used by any member of Company Group the same shall be mobilised along with all Data necessary for the operation, use and, where appropriate, installation and commissioning of the same and Contractor's clear and full instructions with regard to its maintenance.

13. Transportation and Accommodation

- 13.1 Unless otherwise specified in the Call-Off Order, Contractor shall be responsible, at its own cost, for providing: (a) all transportation and accommodation for all Personnel; and (b) all transportation for all Equipment and all other things whether of a temporary or permanent nature that Contractor is required to provide in accordance with the provisions specified in or reasonably to be inferred from this MSA.
- 13.2 Where any part of the Work is to be carried out offshore, Company shall provide, at no cost to Contractor: (a) routine transportation for all Personnel and Equipment capable of transportation by helicopter or supply boat between the Mobilisation Point and the offshore part of the Worksite; and (b) offshore accommodation for such Personnel as agreed in this MSA.
- 13.3 The costs of any non-routine transportation or any transportation requested by Contractor in connection with the rectification of any failure, defect or other deficiency that Contractor is required to carry out under this MSA may, at Company's sole discretion, be recovered from Contractor.

14. Company Provided Items

- 14.1 Company or, as applicable, the relevant member of Company Group, shall at all times retain title to Company Provided Items.
- 14.2 Company shall deliver to or make available Company Provided Items for collection by Contractor. The specific requirements of such delivery or making available, including dates, locations and methods shall be as set out in this MSA or as otherwise agreed by the Parties. Forthwith upon such delivery or making available Contractor shall: (a) as applicable, accept delivery of or collect such Company Provided Items; and (b) provide confirmation of receipt of the same to Company in writing.
- 14.3 Upon receipt of any Company Provided Items, Contractor shall: (a) suitably mark or clearly identify the same as the property of Company; and (b) make an immediate visual inspection and check all supporting documentation and within forty-eight (48) hours of the same or, in any event, prior to use, give notice to Company of any defect or damage discovered by such inspection, and in the absence of such notification, such Company Provided Items shall be deemed to have been provided in a complete and undamaged state.
- 14.4 All Company Provided Items shall be: (a) separately stored, safeguarded and maintained in good condition by Contractor; and (b) used solely and, where Company Provided Items are materials, consumables, supplies or similar items, economically in connection with the Work. Contractor shall keep all records as Company may require in respect of Company Provided Items.

- 14.5 The risk and responsibility for Company Provided Items shall transfer to and at all times remain with Contractor at any time when the same are in the care, custody or control of any member of Contractor Group, including where being received, unloaded, loaded, handled or returned by any member of Contractor Group.
- 14.6 Upon completion of the Work, or part thereof, Contractor shall promptly return to Company any surplus Company Provided Items except such Company Provided Items which Company instructs are to be scrapped or otherwise disposed of which Contractor shall keep separate and report to Company for disposal instructions.
- 14.7 Notwithstanding Clause 14.6, following a request from Company in respect of any Company Provided Items, Contractor shall forthwith return the same to Company, provided that such Company Provided Items are no longer required for the Work.
- 14.8 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of loss of, damage to or recovery of any Company Provided Items at any time when the risk and responsibility is with Contractor or as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, arising out of or in connection with this MSA.

15. Worksite

- 15.1 Where Company or any of its authorised representatives require the permission of any member of Contractor Group to access any Worksite, including in respect of any inspection, testing, witnessing, expediting, monitoring or examination required under MSA, Contractor shall permit or procure such access and provide or procure all facilities and assistance as may be required in connection therewith.
- 15.2 No part of the Work shall be put out of view or covered up at any Worksite without the consent of Company. Contractor shall provide reasonable notice to Company in order to permit the inspection, testing or examination of any part of the Work which is about to be put out of view or covered up at any Worksite. Notwithstanding the foregoing, Company shall have the right at any time to require Contractor to uncover or open up any part of the Work and to reinstate such uncovered or open part following inspection, testing or examination by Company.
- 15.3 Company reserves the right to search or require Contractor to search in the presence of Company, any article belonging to any member of Contractor Group at any time including any container, skip, basket, case, package, box, holdall or suitcase entering, remaining at or leaving any Worksite.
- 15.4 Where the Work is carried out at any non-Contractor Group controlled Worksite, Contractor shall at all times maintain such Worksite free of waste material, rubbish and debris generated by Contractor Group. Contractor shall properly store all Equipment at any time when not being used so as to maintain such Worksite in a clean, tidy and safe condition.
- 15.5 On completion of the Work, or any part thereof, Contractor shall, except as otherwise instructed by Company Representative, forthwith clear and remove all Equipment and all waste material, rubbish and debris generated by Contractor Group from any non-Contractor Group controlled Worksite leaving such Worksite in a clean, tidy and safe condition.
- 15.6 Except as stated elsewhere in this MSA or where required by Legislation, nothing in this Clause 15 shall oblige Contractor to dispose of any hazardous waste generated by Contractor Group at any Company Group controlled Worksite.

16. Health, Safety and Environment

- 16.1 Company places prime importance on health, safety and environment ("**HSE**") issues and requires that Contractor Group subscribes to and actively pursues the highest standards of HSE performance.
- 16.2 Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the Work and shall ensure that all other members of Contractor Group understand and operate in such a manner.
- 16.3 Contractor shall collaborate with Company in establishing HSE interface arrangements and the production of a HSE interface document where requested or required by Company.
- 16.4 Contractor shall co-operate with Company in providing an appropriate response to any emergency occurring at the Worksite and shall immediately take such action as may be necessary to protect life and make safe property where such is in imminent peril.
- 16.5 Contractor shall ensure, and shall procure that Contractor Group shall ensure, that all substances, chemicals and/or products manufactured, imported, supplied and/or used by Contractor and/or any member of Contractor Group in connection with the performance of the Work shall be properly registered in accordance with the Registration, Evaluation, Authorisation and Restriction of Chemicals ("**REACH**") Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18th December 2006 in relation to the manner in which such substances, chemicals and/or products will be used in connection with the Work, prior to any such substances, chemicals and/or products being supplied to and/or used by Company and/or any member of Contractor Group pursuant to this MSA.

17. Licences and Permits

- 17.1 Contractor shall obtain and maintain all licences, permits, temporary permits, authorisations and approvals required by Legislation in order to carry out the Work, save to the extent that the same can only be legally obtained and maintained by Company, or as otherwise provided in this MSA.
- 17.2 Contractor shall immediately following any request from Company provide Company with evidence of having obtained and maintained such licences, permits, temporary permits, authorisations and approvals.
- 17.3 Contractor shall, if requested by Company, but provided it does not restrict Contractor's ability to carry out the Work, use all reasonable endeavours to transfer any such licences, permits, temporary permits, authorisations and approvals into Company's name.

18. Payment and Invoicing

- 18.1 For the performance and completion of the Work under the relevant Call-Off Order as required in accordance with the provisions of this MSA, Company shall pay, or cause to be paid, the Call-Off Price to Contractor at the times and in the manner as set out in this MSA.
- 18.2 Except where it is expressly provided under this MSA that Company shall carry out an obligation at its own cost, all rights to be exercised and liabilities and obligations to be complied with by Contractor under MSA shall be deemed to be at Contractor's own cost, whether or not expressly stated in this MSA, and included in the rates and prices as set out in this MSA.
- 18.3 Within [thirty (30)] days from the end of each calendar month following commencement of the Work (the "month in question") or, in the case of a lump sum payment, such other invoice period

as set out in this MSA, Contractor shall submit to Company a single invoice for the value ascertained in accordance with this MSA for the Work completed in accordance with the provisions of this MSA during the month in question or, in the case of a lump sum payment, during such other invoice period. The invoice shall be broken down into individual items in such detail as to enable Company to calculate how the total value of the invoice has been reached and shall contain such further information as specified in this MSA or which Company may otherwise request. VAT chargeable in respect of the Work carried out by Contractor under this MSA, if applicable, shall be itemised separately. Incomplete or incorrectly raised invoices will be returned to Contractor unactioned.

- 18.4 Each invoice shall quote this MSA and the relevant Call-Off Order reference number and title, and shall include such other information and supporting documentation as specified in the relevant Call-Off Order.
- 18.5 Company shall pay or cause to be paid the due amount within [thirty (30)] days after the date of Company's receipt of properly submitted and supported invoices in accordance with this Clause 18, provided the payment shall only be made or caused to be made in respect of Work carried out in accordance with the provisions of this MSA. Company shall be under no obligation to pay any invoice that is not properly submitted and supported. If Company receives an invoice which has not been properly submitted and supported then Company shall be entitled, but not obliged, to request that Contractor re-submits such invoice. If the last day of the aforementioned [thirty (30)] day payment period falls on a day which is not a Working Day, then payment shall not be due until the next Working Day. Company will make payment in the currency as set out in the relevant Call-Off Order. Payment shall be deemed to have been made by Company on the day that Company's bank account has been debited. Contractor shall be responsible for the payment of any expenses, fees or other charges levied by the bank receiving payment in respect of any invoice on behalf of Contractor.
- 18.6 If Company disputes any item in any invoice, in whole or in part, then Company shall be liable under Clause 18.5 to pay only the undisputed portion of such invoice until such time as Company and Contractor have reached agreement as to what payment, if any, is due or what other action will be taken by Company in respect of the disputed amount. Company shall promptly notify Contractor of any such disputed amount. Company and Contractor shall use reasonable endeavours to settle any such dispute and any agreed adjustment and subsequent payment shall be made promptly following the date of such settlement.
- 18.7 Contractor's entitlement to reimbursement of expenses incurred in connection with the Work shall be as set out in this MSA and subject to approval by Company. Approval shall be subject to Contractor providing evidence of such expenses to the satisfaction of Company.
- 18.8 Neither the presentation nor payment or non-payment of an individual invoice shall constitute a settlement of a dispute or otherwise waive or affect the rights of Company. In particular Company may correct or modify any amount previously paid in any or all of the following circumstances: (a) any such amount was incorrect; (b) any such amount was not properly payable under this MSA; and (c) any work in respect of which payment has been made does not comply with the provisions of this MSA.
- 18.9 If Company fails to make payment of any amounts properly due to Contractor in accordance with this Clause 18 within [thirty (30)] days of receipt of an invoice prepared, submitted and supported in accordance with this Clause 18, Contractor shall be entitled to claim interest on the amount outstanding at the rate of [two percent (2%)] per annum over the LIBOR base rate currently in force, which the Parties agree is a substantial remedy. Such interest shall accrue day to day from the payment due date until such payment is made, whether before or after judgement, but shall not be compounded. Any such interest to be claimed by Contractor shall be invoiced separately

and within [ten (10)] working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with the provisions of Clause 18.5.

- 18.10 The latest time for submission of invoices in respect of amounts due to Contractor in connection with this MSA shall be [ninety (90)] days from the completion of the relevant part of the Work or the expiry or termination of this MSA, whichever is the earlier. Company shall have no obligation to make any payment in respect of any invoice received after this time.
- 18.11 If Company at any time during the term of this MSA incurs costs providing any personnel, equipment, materials or services of any nature which form part of Contractor's obligations under this MSA, whether by mutual agreement, or as a result of Contractor's failure to provide the same, or if Company at any time incurs costs which are recoverable from or reimbursable by Contractor under this MSA then such costs shall be immediately due and payable provided that Company may, at its sole discretion, deduct such costs from any amounts due or which may become due to Contractor under this MSA or recover the same as a debt from Contractor by action at law or otherwise.
- 18.12 Any amounts payable by Company hereunder may, without prejudice to any other rights or remedies which Company may have, be withheld and/or set-off by Company in whole or in part by reason of any actual or anticipated claims by Company against Contractor arising under MSA or any other agreement between Company and Contractor.

19. Liabilities and Indemnities

19.1 Contractor's People/Property Indemnity

Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any person in Contractor Group; and (b) subject to Clause 19.7, loss of, damage to or recovery of the property of Contractor Group, arising out of or in connection with this MSA.

19.2 Company's People/Property Indemnity

Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any person in Company Group; and (b) subject to any other express provision of this MSA to the contrary, loss of, damage to or recovery of the property of Company Group, arising out of or in connection with this MSA.

19.3 Contractor's Third Party Indemnity

Subject to Clause 19.6 and 19.8(b), Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any Third Party; and (b) loss of or damage to the property of any Third Party, arising out of or in connection with this MSA and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group.

19.4 Company's Third Party Indemnity

Subject to Clause 19.5, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any Third Party; and (b) loss of, damage to or recovery of the property of any Third

Party, arising out of or in connection with this MSA and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of Company Group.

19.5 Contractor's Pollution Indemnity

Notwithstanding Clause 19.4 and except as provided by Clause 19.2, Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims resulting from any pollution and/or contamination, including the control and removal thereof: (a) subject to Clause 19.6(b), occurring on or originating from the property of Contractor Group; and (b) originating from discharges, escapes or spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of Contractor Group, arising out of or in connection with this MSA.

19.6 Company's Pollution Indemnity

Notwithstanding Clause 19.3 and except as provided by Clauses 19.1 and 19.5, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against all Claims resulting from any pollution and/or contamination originating from (a) the property of Company Group; or (b) any Equipment located below the rotary table, or below the bottom of the vessel where the Work is carried out from a vessel, on Company controlled Worksite, arising out of or in connection with this MSA.

19.7 Contractor's In-Hole Equipment

(a) Notwithstanding Clause 19.1(b), Company shall reimburse Contractor in respect of any loss or damage to any Equipment which occurs whilst the same is in-hole below the rotary table, except where such loss or damage is caused by normal wear and tear or is covered by insurance and provided that such loss or damage was not caused as a result of the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group.

(b) Company's liability for such loss or damage shall be limited to the reimbursement to Contractor for the lesser of: (i) the aggregate replacement on-site costs (less depreciation); or (ii) the aggregate repair costs, of such Equipment as substantiated by Contractor to Company. Contractor shall notify Company in writing within thirty (30) days of the date of any recorded loss or damage to such Equipment giving full details of the loss or damage and the amount of reimbursement due to Contractor under this Clause. Such notification shall include an independent quotation for the cost of repair or replacement of each item of lost or damaged Equipment for which Contractor is claiming reimbursement, such quotation at the cost of Contractor. For the purposes of this Clause "depreciation" shall be calculated from the substantiated date of the original purchase of each item or component part thereof to the date of the loss or damage, at the rate per month (to the nearest month) of three percent (3%) to a maximum depreciation of seventy percent (70%) of original purchase.

19.8 Radioactive Tools

(a) Subject to Clause 19.2, Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims resulting from the use by any member of Contractor Group of radioactive tools in-hole below the rotary table and any contamination therein (including retrieval and/or containment and clean up), arising out of or in connection with this MSA and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of Contractor Group, provided that

Contractor's liability under this Clause 19.8 shall be limited to [five million US Dollars (\$5,000,000)] per occurrence.

- (b) Subject to Clause 19.1, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against all Claims that Contractor would otherwise be liable for under Clause 19.8(a) except for the limitation of liability under such Clause.

19.9 Other Liabilities

Subject to Clauses 19.1, 19.5 and 19.10, but notwithstanding any provision to the contrary elsewhere in this MSA, Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against all Claims in respect of: (a) loss or damage to any well or hole in respect of which Contractor is performing the Services (including the cost of re-drill); (b) blowout, fire, explosion, cratering or any uncontrolled well condition in relation to any well in respect of which Contractor is performing the Services (including the costs to control a wild well and the removal of debris); and (c) damage to any reservoir, geological formation or underground strata in respect of which Contractor is performing the Services, or the loss of oil or gas therefrom, arising out of or in connection with this MSA.

19.10 Consequential Loss

Notwithstanding any provision to the contrary elsewhere in this MSA and except to the extent of any agreed liquidated damages: (a) Company shall be responsible for, indemnify, defend and hold Contractor Group harmless from and against Company Group's own Consequential Loss; and (b) Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against Contractor Group's own Consequential Loss, arising out of or in connection with this MSA.

19.11 Application and Interpretation of Exclusions and Indemnities

- (a) Except where expressly stated to apply to the extent of the negligence or breach of duty (statutory or otherwise) of the indemnifying party, all exclusions and indemnities given under this MSA shall be full and primary notwithstanding the provisions of Clause 20 and shall apply notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law, however in no event shall such exclusions and indemnities apply in the event of Gross Negligence or Wilful Misconduct.
- (b) For the purpose of this Clause 19, the expressions: (a) "property of Contractor Group" means any property of Contractor Group whether owned, hired, leased or otherwise provided by any member of Contractor Group, including Equipment, spare parts, facilities, premises and all other things whether of a temporary or permanent nature that Contractor is required to provide in accordance with the provisions of this MSA, but excluding any Goods or Equipment to which Company has title in accordance with the provisions of this MSA; and (b) "property of Company Group" means any property of Company Group located at the Worksite whether owned, hired, leased or otherwise provided by any member of Company Group, including facilities, premises and Company Provided Items, but excluding any property of Contractor Group.

19.12 Claims Procedure

Each Party shall give the other prompt notice of any Claims with respect to the exclusions and indemnities under this Clause 19, accompanied by full details (to the extent not confidential or subject to legal privilege) of the circumstances of any incident giving rise to such Claims and the

Parties shall co-operate in the defence of any such Claims, including negotiations, appeals or any settlement or compromise. If either Party intends to irrevocably settle any Claims under this Clause 19 for which indemnification is sought, it shall do so only after having obtained the prior consent of the other Party, such consent not to be unreasonably withheld or delayed.

19.13 Removal of Abandoned Property

When required by the appropriate Authority or when Contractor's abandoned property interferes with present or currently planned operations of Company, Contractor shall at its own expense remove and clear from the Worksite any abandoned property of Contractor Group which may have been left derelict or abandoned in the course of operations hereunder or otherwise deal with it in accordance with Company's direction. In the event that Contractor does not carry out these obligations, Company may mark and light the abandoned property or may remove it (without prejudice to Company's rights) and in such event Company may either off-set any costs incurred against monies owing to Contractor, or Contractor shall refund to Company all costs incurred, at Company's sole discretion. The fact that such abandoned property is insured or has been declared a total loss shall not absolve Contractor from its obligations to remove and clear the same. This clause shall remain binding on Contractor notwithstanding the completion or termination of this MSA for any reason.

20. Insurance

[Note: Pryme must check this section with its insurance broker.]

- 20.1 Contractor shall effect and maintain as a minimum the insurances of the types and in the amounts as set out in Clause 20.7 and shall ensure that they are in full force and effect for the duration of this MSA. All such insurances shall be placed with reputable and substantial insurers satisfactory to Company and Contractor shall bear all excesses, deductibles or franchises incorporated therein. The provisions of this Clause 20 shall in no way operate as a limitation of any liability assumed or indemnity given by Contractor under this MSA or of Contractor's liability in tort, under contract or otherwise at law.
- 20.2 Except where current certificates have already been provided, Contractor shall at the date of execution of this MSA provide Company with evidence of insurance in the form of certificates of insurance on industry standard forms. Updated certificates will be provided on the renewal anniversary of all insurances required under this MSA. Failure to provide such certificates may be taken by Company as evidence that Contractor has failed to meet its obligations to effect and maintain the required insurances. Contractor shall provide any other relevant information in respect of such insurances as Company may require.
- 20.3 Where possible, the insurances set out in Clause 20.7 shall provide that Company and Contractor shall be given not less than thirty (30) days' notice of cancellation or material change to cover. Notwithstanding the foregoing, Contractor shall give immediate notice to Company in the event of cancellation or material change affecting Company's or any insured party's interest in respect of the insurances set out in Clause 20.7.
- 20.4 If any insurance policy is cancelled or if there is a material change which may affect Company's interest or if Contractor fails to effect or maintain any insurances required under this MSA, Company may, at its sole discretion, and without prejudice to any other rights or remedies which Company may have, (i) terminate this MSA for breach in accordance with Clause 27.1, or (ii) effect and maintain such insurances as Company considers necessary and recover all costs in connection therewith from Contractor. The decision by Company to effect and maintain such insurances is without prejudice to Company's right to demand that Contractor take the necessary steps to ensure that insurances are in place which are compliant with this MSA.

- 20.5 All insurances which Contractor is required to effect and maintain under this MSA shall contain an agreement from the insurers to waive all rights of recourse, including subrogation, against Company Group, and shall be primary as regards any other insurance coverage in respect of the risks assumed by Contractor under this MSA.
- 20.6 Contractor shall immediately notify its insurers of and shall provide all necessary information in relation to any occurrence which may give rise to a claim under any of the insurances required to be effected and maintained under this MSA. Copies of all correspondence and documents sent to insurers related to any such occurrence or any claim under such insurances shall be provided promptly to Company.
- 20.7 The insurances required to be effected and maintained pursuant to this Clause 20 are:
- (a) Employers Liability and/or Workmen's Compensation insurance covering personal injury to or death of the employees of Contractor engaged in the Work in an amount not less than [ten million US Dollars (\$10,000,000)] each and every incident inclusive of costs and expenses or such higher amount required by Legislation including extended cover (where required) for working offshore of not less than [five million US Dollars (\$5,000,000)] per employee per occurrence. Such insurance shall contain an indemnity to principals clause;
 - (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of Contractor in the performance of this MSA, in an amount not less than [ten million US Dollars (\$10,000,000)] each and every incident, inclusive of costs and expenses. Such insurance shall contain an indemnity to principals clause;
 - (c) Motor Vehicle Liability insurance, for all owned, hired, and non-owned vehicles that will be used in connection with the performance of Contractor's obligations under this MSA in an amount of not less than [one million US Dollars (\$1,000,000)] for any one occurrence for damage to property and death of or injury to persons, or such greater amount as required by Legislation;
 - (d) Hull and Machinery Insurance, covering loss of or damage to any vessels, craft and/or floating equipment whether owned, hired, leased or otherwise provided by any member of Contractor Group and used in connection with this MSA including loss or damage arising from helicopter operations, war risks, riots, strikes and civil commotion in amounts of not less than the market value of such vessels, craft and/or floating equipment. Such insurance shall name Company Group as an additional insured in respect of its separate rights and interests in the relevant insured property;
 - (e) Protection and Indemnity (P&I) Insurance equivalent to United Kingdom Mutual Steamship Association (Bermuda) Ltd rules, including collision liability and sistership clauses, removal of wrecks and debris and tower's liability, with limits of not less than [two hundred and fifty million US Dollars (\$250,000,000)] in respect of any vessels, craft and/or floating equipment whether owned, hired, leased or otherwise provided by any member of Contractor Group and used in connection with this MSA. Such insurance shall name Company Group as a co-insured in respect of its separate rights and interests in the subject matter of the insurance;
 - (f) Aviation Liability Insurance which shall cover aircraft, including helicopters, whether owned, hired, leased or otherwise provided by any member of Contractor Group and used in connection with this MSA with a combined bodily injury and property damage limit, including passenger liability, of not less than [two hundred and fifty million US Dollars (\$250,000,000)] or equivalent per occurrence or series of occurrences arising

from the one event. Such insurance shall name Company Group as an additional insured in respect of its separate rights and interests in the subject matter of the insurance;

- (g) Contractor All Risk insurance covering the operations of Contractor in performance of this MSA in an amount not less than [ten million US Dollars (\$10,000,000)]; and
- (h) such other insurances necessitated by the type of Work, as specified in this MSA or as required by Legislation.

20.8 Contractor shall require Subcontractors to effect and maintain insurances as detailed in Clauses 20.7(a), 20.7(b), 20.7(c), 20.7(d) and 20.7(h) and such other insurances that Contractor considers necessary at appropriate levels in relation to the performance or provision of the relevant part of the Work. Contractor shall require that such insurances contain an agreement from the insurers to waive all rights of recourse, including subrogation, against Company Group. Contractor shall not be relieved from its other liabilities and obligations under this MSA by virtue of the fact that any Subcontractor effects and maintains such insurances.

20.9 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims arising out of any failure by Contractor or Subcontractors to effect or maintain the insurances required under this MSA, including the required waivers of all rights of recourse, including subrogation, or as a result of any act or omission which invalidates the same.

21. Taxation

[Note: Pryme must check this section with its tax adviser.]

21.1 Contractor shall, and shall procure that all Subcontractors shall, comply with all Legislation concerning all company or branch office Taxation, including administrative and registration requirements, including maintaining proper accounting records and properly filing all documents required by Legislation to be filed.

21.2 Subject to Clause 21.7, Contractor shall be responsible for and shall pay, or shall procure that any relevant Subcontractor is responsible for and shall pay, and shall indemnify, defend and hold Company Group harmless from and against, all Taxation assessed or imposed on Contractor, or Subcontractor, in connection with this MSA, and any Claims in connection with such Taxation together with any costs of compliance, costs of proceedings or other expenses.

21.3 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Taxation assessed or levied against or on account of wages, salaries or other emoluments or deemed benefits paid to Personnel or any other person employed in connection with this MSA, and any Claims in connection with such Taxation together with any costs of compliance, costs of proceedings or other expenses.

21.4 Company may, without liability to Contractor, or any Subcontractor, and without other notification to Contractor, or any Subcontractor, withhold sums in respect of Taxation from payments made by Company to Contractor to the extent that such withholding may be required by Legislation. Where the requirement for any withholding is avoided by Contractor, or any Subcontractor, holding valid documentation, including an exemption certificate, issued by the relevant Taxation Authority it is the duty of Contractor to inform Company prior to any payment being made that such documentation is held, promptly to inform Company of any change to or cancellation of the validity of the documentation and promptly to provide copies of the documentation and any further information that may be required by Company to satisfy Company that Taxation or amounts in respect of Taxation are not required to be withheld from any payments. Company shall proceed to deduct Taxation or amounts in respect of Taxation as required by Legislation until satisfied

such withholdings are not required. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in connection with such withholding or failure to withhold as may arise due to Contractor's failure to inform Company of any relevant matter in a timely fashion, together with any costs of compliance, costs of proceedings or other expenses. Company shall undertake to provide any certificate of withholding received by it as is required by Legislation.

- 21.5 Contractor shall, and shall procure that all Subcontractors shall, furnish Company with such Data in relation to Contractor's activities under MSA as may be requested by Company for any purpose, including enabling Company to: (a) fulfil its obligations relating to Taxation; or (b) comply with any request by any Taxation Authority; and where such information is not known to Contractor or Subcontractor, Contractor shall use its best endeavours to obtain it or to procure that the relevant Subcontractor shall obtain it.
- 21.6 Contractor shall, and shall procure that all Subcontractors shall, retain all Data relating to Contractor's activities under or pursuant to this MSA as shall enable Contractor to comply with its obligations under this Clause 21 or Clause 22.
- 21.7 Company shall pay to Contractor in addition to and together with the consideration due under this MSA, VAT where chargeable by Contractor to Company in compliance with relevant Legislation in the country of operation in respect of goods supplied and services performed as part of the Work, provided that Contractor provides Company with a valid VAT invoice in its name as required by such Legislation or, if different, such other Data as is required to enable recovery by way of repayment or credit to be obtained by Company in relation to its payment of VAT under this MSA. Contractor shall pay to any relevant Taxation Authority any amounts of VAT properly invoiced and received from Company, in accordance with relevant Legislation. Contractor shall be solely responsible for and shall bear and pay for any VAT chargeable: (i) in respect of goods supplied or services performed by Subcontractors; and/or (ii) on Contractor and/or Subcontractors in respect of the Equipment exported, imported and re-exported (as applicable) into or out of the country of operation for the Work and shall not invoice Company for such VAT. Such VAT shall be deemed to be included in the rates and prices set out in this MSA.
- 21.8 Company may offset any amounts due from Contractor under the indemnities at Clauses 21.2, 21.3 and 21.4 from any payments Company is due to make to Contractor under this MSA.
- 21.9 Company shall have no liability to reimburse Contractor for any amount to the extent that such amount is eligible for relief, reduction, exemption or recovery by the actions of Contractor or any Subcontractor.

22. Customs Duties

- 22.1 Contractor shall comply with all relevant Legislation (including in respect of security) in respect of renting, hiring, purchasing, importing, exporting, delivering or otherwise using the Goods or the Equipment in connection with this MSA (including obtaining any necessary customs clearance or other governmental authorisation required for moving such items into and out of any jurisdiction). Company will, if so requested by Contractor, assist Contractor to the extent reasonably necessary with regard to the obtaining of import assistance, or other governmental authorisations required for moving the Goods or the Equipment into and out of any jurisdiction.
- 22.2 Contractor shall import and export, as appropriate, all Goods or Equipment in Contractor's name and shall be solely responsible for and shall bear and pay all customs duties (and any fines, penalties and interest thereon) and all import and/or export declarations connected with the Work. Contractor shall procure that all applicable Goods and Equipment are imported/exported and documented to enable maximum advantage to be taken of such reliefs, reductions, exemptions

and benefits as may be available in the jurisdiction of the Worksite, including bonding. Contractor shall make use of any available and applicable duty preference and duty relief programme and shall comply with all requirements of such programme, including the timely submission of accurate supporting documentation and re-export of the relevant items if appropriate. In situations where Company holds a licence, permit or exemption pursuant to a duty preference or relief programme that is allowable when Company is consignee, Contractor shall use reasonable care to inquire about, identify and use any such licence, permit or exemption.

22.3 Contractor shall provide, or shall procure that Subcontractors shall provide, any and all Data (including documentary copies of the same) as is necessary or deemed to be necessary by Company to ensure compliance with all such Legislation or reliefs, reductions, exemptions and benefits as are referred to in Clauses 22.1 and 22.2.

22.4 Subject to Clause 21.7, Contractor shall be responsible for and shall pay and shall indemnify, defend and hold Company Group harmless from and against all Taxation assessed or levied on or against it in respect of any of the Goods or Equipment, including Claims resulting from the full benefit of available exemptions being prejudiced or not being received by Company and/or resulting from the failure to obtain necessary permits, licences, approvals, consents or other forms of authorisation required together with any costs of compliance, costs of proceedings or other expenses. Company may offset any amounts due from Contractor under this indemnity from any payments Company is due to make to Contractor under this MSA.

23. Assignment

23.1 Contractor shall not at any time assign or otherwise transfer its rights and/or obligations under this MSA in whole or in part without Company's prior written consent which may be withheld in its sole discretion.

23.2 Company may at any time assign or otherwise transfer its rights and/or obligations under this MSA in whole or in part: (a) to an Affiliate of Company without Contractor's consent; or (b) to any other third party with Contractor's prior consent, such consent not be unreasonably withheld or delayed.

23.3 Contractor shall, at Company's request, duly execute and return to Company a deed or agreement giving effect to any assignment or other transfer permitted pursuant to Clause 23.2 which shall be in a format provided by Company.

24. Subcontracting

24.1 Contractor shall not subcontract the whole of the Work. Contractor shall not subcontract any part of the Work without the prior approval of Company which approval shall not unreasonably be withheld or delayed, provided that any such approval shall not relieve Contractor from any of its liabilities or obligations under this MSA.

24.2 Before entering into any Subcontract, if requested by Company, Company shall be given adequate opportunity to review the form of Subcontract, the choice of Subcontractor, the part of the Work included in the Subcontract and any other relevant details.

24.3 No Subcontract shall bind or purport to bind Company, Co-Venturers or its or their Affiliates. Nevertheless Contractor shall ensure that any Subcontractor shall be bound by and observe the provisions of this MSA in so far as they apply to the Subcontract.

24.4 Each Subcontract shall expressly provide for Contractor's unconditional right of assignment of the Subcontract to Company.

- 24.5 Each Subcontract shall expressly provide that Subcontractor shall not be entitled to further subcontract the whole or any part of the Work without the prior written approval of Company.
- 24.6 Company may notify Contractor in writing that it requires Contractor to assign or otherwise transfer its rights and/or obligations in any of Subcontracts to Company. Following receipt of such notice, Contractor shall forthwith assign or otherwise transfer such rights and/or obligations to Company.

25. Audit Rights

- 25.1 Contractor shall keep full and complete accounts and records in connection with this MSA for a period of seven (7) years from termination of this MSA. All accounts shall be prepared in accordance with Legislation and generally accepted accounting principles.
- 25.2 Company and/or its authorised representatives shall have the right at their own cost to inspect and audit any of Contractor's accounts, plans, systems or records, including data stored on computers, books, personnel records (to the extent permitted by Legislation), correspondence, memoranda, receipts, vouchers and other papers of every kind in connection with the Work and all transactions related thereto as may be necessary in the sole opinion of Company to verify that the requirements of this MSA are being and have been met and shall have access to all Data relating to the rates and prices as may be required to verify payments made to or by Contractor under or in connection with this MSA. Except where expressly otherwise agreed in this MSA, such right of inspection and audit shall not extend to investigation of the make-up of any agreed fixed unit rates, lump sums or percentage mark-ups.
- 25.3 Contractor shall cooperate fully in the conduct of such inspections and audits and Company and its authorised representatives shall have the right to reproduce and retain copies of any of the records specified in this Clause 25. Any amounts found as a result of such inspections and audits to have been overcharged by Contractor shall be repayable to Company. Such payment shall be made within thirty (30) days from receipt of an invoice from Company.

26. Suspension

- 26.1 Company shall have the right, by notice to Contractor (or, in the case of any suspension necessary for the proper execution or safety of the Work or persons, by notice or verbal instruction followed up without undue delay by notice) to instruct the suspension of all or any part of the Work (which for the purpose of this Clause 26 shall include the manufacture, fabrication, assembly, completion or delivery of the Goods or any component parts thereof) to the extent detailed in such notice (or verbal instruction, as the case may be) for any of the following reasons:
- (a) subject to Clause 26.1(b), as a result of any breach of this MSA by Contractor or any error or omission of any member of Contractor Group, provided that before Company issues a notice of suspension under this Clause 26.1(a) Company shall give notice of such breach, error or omission to Contractor and, following receipt of such notice, if Contractor does not immediately commence and thereafter continuously proceed with action satisfactory to Company to remedy such breach, error or omission, and in any event does not remedy the same within **seven (7)** days, Company may issue a notice of suspension under this Clause 26.1(a);
 - (b) if, as a result of any breach of this MSA by Contractor or any error or omission of any member of Contractor Group, suspension is necessary for the proper execution or safety of the Work or persons;

- (c) if, other than as a result of any breach of this MSA by Contractor or any error or omission of any member of Contractor Group, suspension is necessary for the proper execution or safety of the Work or persons; or
 - (d) to suit the convenience of Company.
- 26.2 Upon receipt of any notice (or verbal instruction, as the case may be) under Clause 26.1 Contractor shall, unless instructed otherwise: (a) discontinue all or any part of the Work as detailed in the notice (or verbal instruction, as the case may be) on the date and to the extent specified; and (b) as required by Company, secure and protect all or any part of the Work, the Goods, Company Provided Items and the Equipment.
- 26.3 In the event of any suspension instructed under this Clause 26, Company and Contractor shall meet at not more than seven (7) day intervals with a view to agreeing a mutually acceptable course of action during the suspension.
- 26.4 Company may, by further notice, instruct Contractor to resume all or any part of the Work suspended under this Clause 26 to the extent specified in such notice and Contractor shall forthwith resume full performance of such Work, taking into account Company's operational requirements.
- 26.5 In the event of any suspension instructed under Clauses 26.1(a) or 26.1(b), notwithstanding any other provision of this MSA to the contrary: (a) Contractor shall be liable for and bear all its own costs incurred as a result of such suspension and shall not be entitled to any extension to the time to perform the Work or any adjustment to the Call-Off Price arising out of or in connection with such suspension; and (b) any costs reasonably incurred by Company as a direct result of such suspension shall be recoverable by Company from Contractor, provided that Contractor's financial liability for such costs in respect of the relevant Call-Off Order shall be limited to a sum not greater than [one hundred and fifty percent (150%)] of the Call-Off Price.
- 26.6 Any suspension instructed under Clauses 26.1(c) or 26.1(d) shall be a Variation Event and the provisions of Clauses 10.2, 10.5 and 10.6 shall apply.
- 26.7 Without prejudice to any other rights or remedies which Company may have, if the period of any suspension instructed under Clauses 26.1(a) or 26.1(b) exceeds [seven (7)] days or the period of any suspension instructed under Clauses 26.1(c) or 26.1(d) exceeds [fourteen (14)] days then Company may, following discussion with Contractor, determine that all or any part of such Work shall no longer be required.
- 26.8 Nothing in this Clause 26 shall affect or limit the Parties' rights and obligations under Clause 28.

27. Termination

- 27.1 Company shall have the right to terminate all or any part of the Work or this MSA at any time by notice to Contractor in any or all of the following circumstances:
 - (a) in the event that Contractor fails to commence the Services on the Commencement Date provided that, notwithstanding any other provision of this MSA to the contrary, Contractor shall not be entitled to any payment in connection with such Services as a result of such termination;
 - (b) in the event that Contractor fails to achieve completion of the Services by the Scheduled Completion Date;

- (c) in the event that Contractor fails to deliver the Goods in accordance with Clause 9.5(a) provided that, notwithstanding any other provision of this MSA to the contrary, Contractor shall not be entitled to any payment in connection with such Goods as a result of such termination and any payments made in advance, including any booking fees or milestone payments, shall be refunded forthwith by Contractor to Company;
 - (d) in the event that any limitation of liability under this MSA, including any limitation of liability on liquidated damages under Clause 9.8(e), is reached, or it is obvious it will be reached;
 - (e) in the event that Contractor fails to comply with its obligations under this MSA in relation to HSE, in particular Clause 16, or to satisfy Company's reasonable requirements with regard to the control of HSE risks in any material respect;
 - (f) in the event that any period of suspension instructed under Clauses 26.1(a) or 26.1(b), exceeds, or it is obvious it will exceed, seven (7) days;
 - (g) in the event that Contractor fails to comply with its obligations under Clauses 8.2(c), 20.4, 30 or 40.5, provided that, in respect of termination for failure to comply with its obligations under Clause 30, notwithstanding any other provision of this MSA to the contrary, Contractor shall not be entitled to any payment in connection with such termination which is prohibited by law;
 - (h) in the event of Insolvency; or
 - (i) without prejudice to the foregoing provisions of this Clause 27.1, in the event that Contractor is in material breach under this MSA, and such breach is not capable of remedy or, where capable of remedy and following receipt of a notice from Company detailing the same, Contractor does not immediately commence and thereafter continuously proceed with action satisfactory to Company to remedy such breach and in any event does not remedy the same within seven (7) days from receipt of such notice.
- 27.2 In addition to its rights under Clause 27.1, Company shall have the right at any time by notice to Contractor to terminate all or any part of the Work or this MSA: (a) to suit the convenience of Company; or (b) in the event that any period of any suspension instructed under Clauses 26.1(c) or 26.1(d) exceeds, or it is obvious it will exceed, fourteen (14) days.
- 27.3 In relation to termination under Clause 27.1, Company shall: (a) if claimed by Contractor within thirty (30) days of the Termination Date and as Company's sole and exclusive liability, pay Contractor only as set out in Schedule 2 (Company's Rates) carried out in accordance with the provisions of this MSA prior to the Termination Date provided that Company has finally ascertained all costs associated with such termination and such Work has been completed to the satisfaction of Company; and (b) be entitled to recover from Contractor all costs reasonably incurred by Company as a direct result of such termination which are in excess of the amounts that Company would have been obliged to pay Contractor had all or any part of the Work or this MSA not been terminated, including any costs incurred by Company in completing the Work itself or having the Work completed by others, including Subcontractors or any other member of Company Group, provided that Contractor's financial liability for such costs in respect of the relevant Call-Off Order shall be limited to a sum not greater than [one hundred and fifty percent (150%)] of the Call-Off Price.
- 27.4 Notwithstanding Clause 27.3(a), in the event that all or any part of the Work or this MSA is terminated in accordance with Clause 27.1, in relation to any Goods or component parts thereof in respect of which title has passed to Company in accordance with Clause 9.6 and which have

not been delivered to Company at the Termination Date, or having been delivered, have not been supplied in accordance with the provisions of this MSA, Company shall be entitled, at its sole discretion, to reject the same, in which event: (a) Contractor shall forthwith refund in full any monies already paid by Company in respect of such Goods or component parts thereof; (b) the risk and responsibility for the same shall transfer to Contractor provided that Company shall retain title thereto until payment of the refund is made in full by Contractor at which time title to the same shall immediately transfer to Contractor; and (c) Company shall not be liable to make any further payment (including where included in any invoice but not paid) in respect of the same.

- 27.5 In relation to termination under Clause 27.2, Company shall if claimed by Contractor within thirty (30) days of the Termination Date and as Company's sole and exclusive liability, pay Contractor as set out in Schedule 2 (Company's Rates) for the part of the Work carried out in accordance with the provisions of this MSA together with such other payments and fees as may be set out in that Schedule or, in the absence of such provisions such reasonable costs as agreed between the Parties at the Termination Date, provided that Contractor shall use its best endeavours to minimise such costs.
- 27.6 Company shall have the right to terminate all or any part of the Work or this MSA at any time by notice to Contractor in the event any Force Majeure Event continues, or it is obvious that it will continue for more than [seven (7)] days, provided that Contractor shall not, except as set out in Schedule 2 (Company's Rates), be entitled to any payment in connection with any such termination.
- 27.7 If Company terminates all or any part of the Work or this MSA, Contractor undertakes to comply with Company's instructions and directions regarding such termination, including in relation to securing and protecting the Work, or part thereof and removing the Equipment and Personnel from the Worksite and, unless the notice of termination requires otherwise, shall: (a) immediately discontinue the Work, or part thereof (which for the purposes of this Clause 27.7 shall include the manufacture, fabrication, assembly, completion or delivery of the Goods or any component parts thereof); (b) forthwith provide Company with all MSA Data (whether or not completed) relating to the Work or this MSA (or part thereof that has been terminated) and such other Data required by Company in order to have the Work completed by others; (c) forthwith return all Company Provided Items and return, destroy or permanently erase all confidential information in accordance with Clause 31.4; (d) permit or procure permission for Company or its authorised representatives to enter the facilities or premises of any member of Contractor Group or any other facilities or premises where the Work is being carried out to take over the Work and/or take over possession of any Equipment (and any associated Data) and/or direction of any Personnel, as applicable, necessary for the completion of the Work; (e) take such action as necessary to secure and protect any of the Goods or any component parts thereof or any Equipment to which Company has title in accordance with the provisions of this MSA or may have paid for, in full or in part, at the Termination Date and permit or procure permission for Company or its authorised representatives to enter the facilities or premises of any member of Contractor Group or any other facilities or premises, as the case may be, where such Goods or component parts thereof or such Equipment may be located and permit or procure permission for Company or its authorised representatives to collect the same; (f) place no further orders or Subcontracts in connection with this MSA, except as may be necessary, following discussion with Company, to secure or protect the Work, or part thereof, or the Goods or component parts thereof or any Equipment to which Company has title in accordance with the provisions of this MSA or may have paid for, in full or in part, at the Termination Date; (g) forthwith assign or otherwise transfer any of Contractor's rights and/or obligations in any orders or Subcontracts to Company as may be required by Company; and (h) provide to Company an inventory showing the ownership of all Goods, component parts thereof, Equipment and/or spare parts allocated to this MSA including items already delivered, in transit or on order from Subcontractors.

27.8 Upon expiry or termination of all or any part of the Work or this MSA, Contractor will at the request of Company cooperate to ensure a smooth transition to any successor of Contractor with respect to the Work.

27.9 Except as expressly set out in this Clause 27, Contractor shall not be entitled to any further payment following the Termination Date.

28. Force Majeure

28.1 Neither Party shall be responsible for any failure to fulfil any term or condition of this MSA if and to the extent that fulfilment has been delayed or prevented by a Force Majeure Event provided that the affected Party notifies the other Party in accordance with the procedure set out in Clause 28.3. The affected Party shall use all reasonable endeavours to limit the effect of that delay or prevention on the other Party.

28.2 For the purpose of this MSA, "**Force Majeure Event**" means and shall be limited to:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
- (e) strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected Party, its subcontractors (of any tier) or its suppliers and which affect a substantial or essential portion of the Work;
- (f) any local or other governmental authority action or inaction affecting any licences, permits, temporary permits, authorisations or approvals required by Company for its operations; and
- (g) maritime or aviation disasters,

but in each case only to the extent such events are:

- (i) not within the control of the Party in question;
- (ii) unavoidable notwithstanding the reasonable care of, or the taking of reasonable steps by the Party affected; and
- (iii) not the result of any failure of the affected Party to carry out any of its obligations under this MSA or any negligence of such Party or, where Contractor is the affected Party, of any Subcontractors.

- 28.3 On the occurrence of a Force Majeure Event, the Party that is or may be thereby delayed in or prevented from performing its obligations under this MSA shall give notice to the other Party without delay, including: (a) full particulars of the Force Majeure Event; (b) full particulars of the effect of such Force Majeure Event on that Party's ability to carry out its obligations under this MSA; (c) an estimate of the likely duration of the Force Majeure Event; and (d) details of the corrective measures already undertaken or to be undertaken by the affected Party, and shall use all reasonable endeavours to remedy the situation without delay. Except as otherwise required by Company, Contractor shall secure and protect all or any part of the Work, the Goods, Company Provided Items and the Equipment, which are or may be effected by the Force Majeure Event.
- 28.4 Following notification of a Force Majeure Event in accordance with Clause 28.3, the Parties shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimise the impact and effects of such Force Majeure Event on the Parties. Upon cessation of a Force Majeure Event, Contractor shall forthwith resume full performance of its obligations under this MSA, taking into account Company's operational requirements.
- 28.5 If any Force Majeure Event continues for a period of [thirty (30)] consecutive days or less, Company shall pay Contractor the Force Majeure Rate as set out in Schedule 2 (Company's Rates), unless at the time of the occurrence of the Force Majeure Event the zero rate was applicable, in which event the zero rate shall continue to apply for so long as it remains applicable in accordance with the provisions of this MSA.
- 28.6 If any Force Majeure Event continues for a period of more than [thirty (30)] consecutive days, the Parties shall meet and discuss an appropriate course of action. If the Parties are unable to agree an appropriate course of action, Company shall be entitled, at its sole discretion, to either terminate all or any part of the Work or this MSA by notice to Contractor or elect to continue this MSA by agreeing to pay the Force Majeure Rate as set out in Schedule 2 (Company's Rates). If Company elects to continue this MSA, Company shall be entitled at any time until the cessation of the Force Majeure Event to terminate all or any part of the Work or this MSA by notice to Contractor.

29. Data and Intellectual Property Rights

- 29.1 Company or, as applicable, the relevant member of Company Group shall at all times retain title to all Data provided by or on behalf of any member of Company Group in connection with this MSA, including the Technical Information. Title to this MSA Data shall vest in Company as soon as the preparation, production, creation or generation of the same commences.
- 29.2 All Data provided by or on behalf of any member of Company Group in connection with this MSA, including the Technical Information, and any MSA Data to which Company has title in accordance with Clause 29.1 and which is in the care, custody or control of any member of Contractor Group shall be suitably marked or clearly identified as the property of Company.
- 29.3 All Foreground IPR shall, immediately on creation, vest in Contractor or its Subcontractors, as the case may be, subject only to the licence set out in Clause 29.7.
- 29.4 Contractor shall provide MSA Data and details of the Foreground IPR as and when required in accordance with the provisions of this MSA, provided that to the extent this MSA contains no such provisions Contractor shall provide this MSA Data and details of the Foreground IPR to Company forthwith following receipt of a request from Company or upon completion of the Work (or the relevant part(s) thereof).

- 29.5 Except as expressly set out in this MSA neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 29.6 Company grants, or shall procure the grant, to Contractor of a royalty-free, non-transferable, non-exclusive licence to use: (a) the Background IPR of Company Group; and (b) the Technical Information and this MSA Data, to the extent necessary for the purposes of the Work during the term of this MSA and Contractor shall be entitled to sub-licence such rights to Subcontractors if and to the extent necessary for the purposes of the Work.
- 29.7 Contractor grants to Company Group a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, sub-licensable licence to use, including to Modify, the Foreground IPR. The Intellectual Property Rights in any Modifications made by or on behalf of Company Group to any Foreground IPR shall vest in Company Group.
- 29.8 Contractor grants, or shall procure the grant to Company Group a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, sub-licensable licence to use, including to Modify, the Background IPR of Contractor Group in order for Company, Co-Venturers and its and their Affiliates to receive the full benefit of the Work, the Goods and any Equipment to which Company has title in accordance with the provisions of this MSA, including in relation to the execution and maintenance of any project in connection with which the Work is or has been carried out or for the purposes of the handling, storage, installation, commissioning, operation, use, maintenance or decommissioning of such Goods and Equipment, and for Company to exercise its rights and carry out its obligations under this MSA.
- 29.9 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of any IPR Claim. Without prejudice to Company Group's other rights under this MSA or Legislation, if an IPR Claim is made, Contractor may, at its own expense, either: (a) procure for Company the right to continue using the relevant item which is subject to the IPR Claim; or (b) replace or modify the relevant item with non-infringing substitutes provided that: (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item; (ii) the replaced or modified item does not have an adverse effect on any other Work; (iii) there is no additional cost to Company Group; and (iv) the terms of this MSA shall apply to the replaced or modified item.

30. Legislation, Business Ethics and Trade Controls

30.1 General

- (a) All costs in connection with Contractor Group's compliance with Legislation shall, except as otherwise set out in this MSA, be for Contractor's account and included in the rates and prices as set out in this MSA.
- (b) Contractor shall ensure that the Goods and all management, engineering, design, supervision, Personnel, Equipment, spare parts, facilities, premises and all other things whether of a temporary or permanent nature that Contractor is required to provide in accordance with the provisions of this MSA are in compliance with Legislation.
- (c) In connection with this MSA, Contractor shall, and shall procure that the other members of Contractor Group shall, strictly observe and comply with all Legislation and not carry out or permit any act or omission which would result in a breach of or non-compliance with Legislation.

30.2 Business Ethics

- (a) Contractor shall uphold the highest standard of business ethics in the performance of this MSA and shall not act in any way which causes, or is likely to cause damage to Company's reputation. Honesty, fairness and integrity shall be paramount principles in Contractor's dealings with Company and any other party in connection with this MSA.
- (b) Contractor warrants that:
 - (i) it has complied with all Applicable Corruption Laws in negotiating and concluding this MSA;
 - (ii) it has implemented an ABC Programme which sets out adequate procedures to comply with Applicable Corruption Laws; and
 - (iii) where applicable, its responses to Company's anti-bribery due diligence and enquiries are complete and accurate.
- (c) Contractor covenants that:
 - (i) it shall, and shall procure that each other member of Contractor Group which performs the Work or any part thereof shall, comply with all Applicable Corruption Laws in connection with this MSA;
 - (ii) it will maintain its ABC Programme and enforce it as appropriate;
 - (iii) none of Contractor Group who perform Work in connection with this MSA will be a foreign public official (as defined by the Bribery Act 2010), that no foreign public official will own a direct and / or indirect interest in any member of Contractor Group (or any such interest which in aggregate constitutes more than 5% of any class of securities listed on a recognised stock exchange which have been issued by the relevant member of Contractor Group), and that no foreign public official will have any legal or beneficial interest in any payments made by Company;
 - (iv) it will keep books, accounts and records of all financial transactions made pursuant to this MSA and will not make any off-the-book accounts, payments or expenditures. Contractor shall retain such books, accounts and records throughout the term of this MSA and for a period of seven (7) years following the expiry or earlier termination of this MSA.
- (d) During the term of this MSA and following its expiry or termination, Contractor will promptly report to Company if Contractor becomes aware of any breach of warranty under Clause 30.2(b), any breach of its obligations under Clause 30.2(c) or if Contractor has reasonable grounds to believe that any such breach has occurred. Contractor shall cooperate in good faith with any investigations which Company may seek to initiate in order to determine whether any breach of Applicable Corruption Laws has occurred.
- (e) In addition to the rights under Clause 25, throughout the term of this MSA and for a period of two (2) years after expiry or termination of this MSA, Contractor shall permit Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect a breach of this Clause 30.2, to:
 - (i) access and take copies of Contractor's accounts, records, ABC Programme (including any documentation or information regarding the implementation of such

programme) and any other information held at Contractor's premises which is relevant to Contractor's obligations under this Clause 30.2; and

- (ii) to meet with Contractor's personnel;

for the purposes of auditing Contractor's compliance with its obligations under this Clause 30.2. Contractor shall give all necessary assistance required by Company and/or its representatives in the conduct of such audits.

- (f) If Company reasonably believes, in good faith, that Contractor has breached any of the obligations it has undertaken under this Clause 30.2, Company may, in its sole discretion, exercise the following options:
 - (i) withhold any payments which are payable to Contractor under this MSA; and/or
 - (ii) suspend or terminate this MSA at any time without liability.
- (g) Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Company Group against all losses, damages, costs, claims, liabilities and expenses (including legal and investigation expenses) incurred or arising in respect of this Clause.

30.3 Trade Controls

- (a) Without prejudice to the generality of Clause 30.1(c), Contractor shall, and shall procure that the other members of Contractor Group shall, comply with all applicable trade sanction laws, anti-boycott and export control laws, including those of the United Kingdom, the European Union and the United States of America with respect to the goods, software or technology to be provided under this MSA and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. In this regard, Contractor shall be responsible for obtaining any required government authorisations, including applicable export licenses or exemption authorisations.
- (b) Company shall provide Contractor upon request with relevant end-use, end-user and country of end-use information with respect to the goods, software or technology to be provided under this MSA. Based on and in reliance on such information, Contractor shall provide such goods, software or technology in compliance with applicable trade sanction laws, anti-boycott and export control laws including those of the United Kingdom, the European Union and the United States of America. The Parties acknowledge that any change in end-use, end-user or country of end-use may be restricted or prohibited by applicable trade sanction laws, anti-boycott and export control laws.

30.4 To the maximum extent permissible by law, Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of any failure by Contractor to comply with its obligations under this Clause 30.

31. Confidentiality

31.1 Contractor shall, and shall procure that all other members of Contractor Group shall, keep confidential all Data provided by or on behalf of any member of Company Group in connection with this MSA, including the Technical Information, all MSA Data, Company Group's IPR and any information in relation to Company's business, and shall not store, retain, copy, disclose or divulge the same to any third party or use it for any purpose except for the purposes of the Work without Company's prior consent or delete or remove any protective or proprietary notices contained within or relating to such Data.

- 31.2 The confidentiality obligations under Clause 31.1 shall not apply to any Data that Contractor can show: (a) is part of the public domain (other than as a result of a breach of this MSA); (b) was in the possession of Contractor prior to award of this MSA and which was not subject to any obligation of confidentiality owed to Company; (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose the same; (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Work or Contractor Group, or of any relevant stock exchange, provided that Contractor shall use reasonable endeavours to agree such disclosure with Company in advance of its publication if it is lawful to do so; or (e) is approved for disclosure in writing by Company, provided always that with respect to this Clause 31.2 Contractor shall provide Company with as much written notice as is reasonable and lawful in the circumstances specifying details of the exception to be relied upon and the Data concerned.
- 31.3 Contractor shall be entitled to disclose Company's confidential information to its professional advisors who have a need to know the same in connection with this MSA, provided that Contractor shall ensure that such persons are aware of, and shall procure that such persons comply with, the obligations of confidentiality set out in this Clause 31.
- 31.4 At Company's request, or upon expiry or termination of this MSA, Contractor shall, or shall procure that the relevant member of Contractor Group shall, promptly return, destroy or permanently erase, as directed in writing by Company, any of the confidential information as identified in Clause 31.1, including any copies that have been permitted by Company, or any other Data containing, reflecting, incorporating or based on such confidential information, which is in the care, custody or control of any member of Contractor Group. If requested by Company, Contractor shall confirm in writing that such destruction or erasing has been carried out.
- 31.5 All information provided by Contractor which Contractor wishes to remain confidential, other than any information which vests in Company in accordance with this MSA, shall be clearly marked by Contractor as confidential provided, however, that any such information relating to Contractor's pricing and trade secrets shall always be treated as confidential by Company. In respect of such confidential information, Company shall be entitled to: (a) disclose to and authorise use by Company Group and Company's professional advisers who have a need to know the same in connection with this MSA; (b) disclose pursuant to any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Work or Company Group, or of any relevant stock exchange; and (c) subject to Contractor's consent, which shall not be unreasonably withheld or delayed, disclose to and authorise use of any such confidential information by Third Parties to the extent necessary for the execution and maintenance of any operations in connection with which the Work is or has been carried out or for the purposes of the handling, storage, installation, commissioning, operation, use, maintenance or decommissioning of the Goods and any Equipment to which Company has title in accordance with the provisions of this MSA. Notwithstanding the foregoing permitted disclosures, Company shall use reasonable endeavours to protect the confidential information of Contractor identified under this Clause 31.5.

32. Publicity

Contractor shall obtain Company's consent prior to the disclosure by Contractor in any publicity material or other similar communication (verbal or otherwise) provided or made available by Contractor to third parties regarding this MSA, including the naming of any member of Company Group as being connected with this MSA, or the activities of Contractor Group in connection with this MSA and shall procure that all other members of Contractor Group comply with this requirement.

33. Data Security

Contractor shall, and shall procure that all other members of Contractor Group shall:

- (a) implement, maintain, review, test and periodically update (including to reflect changes in internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA and new perceived or changed security threats) and audit in accordance with the applicable principles and practices of ISO/IEC 27001; and
- (b) comply with its (and their) obligations set out in a security management plan and an information security management system ("ISMS") as defined by ISO/IEC 27001 to provide a level of security in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under this MSA to protect Company Data, Company Group's IPR and the information and communications technology systems (including process control systems) used by or for the benefit of Company Group (and to address any specific security threats to the ISMS). Such security management plan and ISMS shall, except to the extent otherwise agreed by Company in writing, be structured in accordance with and provide appropriate coverage of the principles and practices of ISO/IEC27001 and ISO/IEC27002.

34. Data Protection

Contractor shall, and shall procure that all other members of Contractor Group involved in the provision of the Work shall, comply with all notification requirements and other applicable obligations under Data Protection Legislation which arise in connection with this MSA.

35. Liens, Charges and Encumbrances

- 35.1 Contractor shall, and shall procure that all other members of Contractor Group shall, protect and hold all property of Company Group free from all liens, charges or other encumbrances in connection with this MSA.
- 35.2 Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of Contractor Group over the property of Company Group in connection with this MSA.
- 35.3 Upon receipt of a notice from Company, Contractor shall discharge or cause to be discharged all liens, charges or other encumbrances attaching to any of Company Group property. Company may withhold payments owed to Contractor hereunder until Contractor provides Company with evidence acceptable to Company of such discharge.
- 35.4 If Contractor fails immediately to comply with a notice from Company in accordance with Clause 35.3, Company may discharge such lien, charge or other encumbrance and recover all costs in connection therewith from Contractor.

36. Status of Company

Company enters into this MSA for itself and as agent for and on behalf of the Co-Venturers. Without prejudice to Clause 37 and notwithstanding the foregoing: (a) Contractor agrees to look only to Company for the due performance of this MSA and nothing contained in this MSA will impose any liability or obligation upon, or entitle Contractor to commence any proceedings against any of Co-Venturers or any of Company's or Co-Venturers' Affiliates; (b) Company is entitled to enforce this MSA on behalf of Co-Venturers as well as for itself (and for that purpose Company may commence proceedings in its own name to enforce all liabilities and obligations of Contractor and make any claim which any Co-Venturer may have against Contractor); and (c) all claims recoverable by Company pursuant to this MSA or otherwise shall include the claims of Co-

Venturers, provided that such claims shall be subject to the same limitations or exclusions of liability as are applicable to Company or Contractor under this MSA.

37. Third Party Rights

- 37.1 Subject to Clause 37.2, the Parties intend that no provision of this MSA shall, by virtue of any Legislation, including the Contracts (Rights of Third Parties) Act 1999, confer any benefit on, or be enforceable by any person who is not a Party.
- 37.2 Subject to the remaining provisions of this Clause 37, the provisions of Clauses 9.6(c), 12.4(f), 14.8, 19, 20, 21, 22, 29, 30, 31, 33 and 35 are intended to be enforceable by an Indemnified Group Member.
- 37.3 Notwithstanding Clause 37.2, this MSA may be rescinded or varied by Company and Contractor without notice to or the consent of any Indemnified Group Member even if, as a result, any Indemnified Group Member's right to enforce a term or condition of this MSA may be varied or extinguished.
- 37.4 The rights of any Indemnified Group Member under Clause 37.2 shall be subject to the following: (a) any claim, or reliance on any term of this MSA by an Indemnified Group Member shall be notified in writing as soon as such Indemnified Group Member becomes aware that an event is likely to give rise to such a claim and such notification shall contain the following information as a minimum: (i) details of the occurrence giving rise to the claim; and (ii) the right relied upon by the Indemnified Group Member under this MSA; and (b) the Indemnified Group Member's written agreement to submit irrevocably to arbitration as set out in Clause 40 in respect of all matters relating to such rights.
- 37.5 In enforcing any right to which it is entitled by virtue of any Legislation and the provisions of this MSA, the remedies of an Indemnified Group Member shall be limited to damages, subject always to the restrictions and limitations contained within this MSA.
- 37.6 An Indemnified Group Member shall not be entitled to assign any benefit or right conferred on it under this MSA or by virtue of any Legislation.

38. Notices

- 38.1 Any notice to be given under this MSA shall be in writing and may be delivered by hand, by first class pre-paid post, by recorded delivery or by commercial courier. Delivery by commercial courier shall be regarded as delivery by hand. For the purposes of Clause 4.2 only, notice may be given by e-mail.
- 38.2 Except where given by e-mail, notices shall be sent to the address of the relevant Party as set out in the relevant Call-Off Order.
- 38.3 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; or (b) if sent by first class pre-paid post or recorded delivery, two (2) working days after mailing, provided that if the time of such deemed receipt is not during normal hours of business in the time zone of the territory of the recipient, notice shall be deemed to have been received at 10:00am on the next working day in the territory of the recipient. Any notice by e-mail shall be deemed to be received upon transmission by the sender.
- 38.4 Subject to Clause 38.1, any notice required to be given under this MSA shall not be validly given if transmitted by e-mail. As a convenience and without prejudice to the validity and content of a notice properly given pursuant to this Clause 38, a Party may by e-mail provide the other Party

with an electronic copy of any notice sent. Receipt, whether or not acknowledged, of such electronic copy will not affect the date of deemed receipt under Clause 38.3 and may be disregarded by the other Party.

39. Language and Communications

- 39.1 The MSA shall be interpreted and construed according to the English language.
- 39.2 All instructions, directions, notices, agreements, authorisations, approvals, consents and acknowledgements between the Parties relating to this MSA shall be in writing. Notwithstanding the foregoing, if for reasons of emergency or any other important reason (including the provisions of Clause 11.5) Company considers it necessary to instruct or direct Contractor verbally in the first instance, Contractor shall comply with such instruction or direction. Any verbal instruction or direction shall be confirmed in writing by Contractor as soon as possible, provided that if Contractor confirms in writing any verbal instruction or direction which is not contradicted in writing by Company within seven (7) working days, it shall be deemed to be a written instruction or direction by Company.
- 39.3 Except as otherwise required by Company, any standard business communications associated with this MSA, other than notices as to which the provisions of Clause 38 shall apply, may be sent by e-mail, letter or fax to the relevant e-mail address, postal address or fax number, as applicable, as agreed by the Parties from time to time.
- 39.4 All written communications referred to in Clauses 39.2 and 39.3, together with all other Data provided by Contractor in connection with this MSA, including documentation supporting or substantiating any invoices, shall be in the English language unless otherwise required by Legislation in which case Company may request a translation in the English language to be provided by Contractor.

40. Disputes

- 40.1 Any dispute, difference, controversy or claim between the Parties in connection with or arising out of this MSA or the Work, including any question regarding the existence or validity of this MSA or the termination of all or any part of the Work or this MSA (a "**Dispute**") shall be resolved by means of the following procedure:
- (a) One Party shall send the other Party notice of the Dispute in accordance with Clause 38.
 - (b) The Dispute will initially be referred to Company Representative and Contractor Representative who shall discuss the Dispute and make all reasonable efforts to reach an agreement on the settlement of the Dispute.
 - (c) If no agreement on the settlement of the Dispute has been reached seven (7) days from when the notice of the Dispute is received, then either Party may escalate the Dispute to be considered by a person of appropriate seniority by providing notice of the escalation of the Dispute in accordance with Clause 38.
 - (d) Once a Dispute has been escalated, the Parties shall nominate one (1) person of greater seniority than Company Representative and Contractor Representative (respectively). These persons must meet within seven (7) days from when the notice of escalation of the Dispute is received, at a place and time determined by Company, with the aim of reaching an agreement on the settlement of the Dispute.

- 40.2 In the absence of any agreement on the settlement of the Dispute being reached after seven (7) days from when the notice of escalation of the Dispute is received, the Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 40.2, in accordance with the following:
- (a) The number of arbitrators shall be three. Each Party shall be entitled to nominate one (1) arbitrator. The arbitrators nominated by the Parties shall meet, agree and nominate the third arbitrator, who shall be the chairman of the Arbitral Tribunal, within five (5) days of the second party-nominated arbitrator's nomination.
 - (b) If an arbitrator is not nominated in accordance with the procedure provided in Clause (a), then the LCIA Court shall appoint that arbitrator.
 - (c) The seat, or legal place, of arbitration shall be London, England.
 - (d) The language to be used in the arbitral proceedings shall be English.
 - (e) The proper law of this Clause 40.2(e) (the "**Arbitration Agreement**") shall be the law of England, excluding any choice of law rules which would refer the interpretation of the Arbitration Agreement to the laws of another jurisdiction other than England.
- 40.3 Notwithstanding the requirements set out in Clause 40.1, a Party may immediately commence arbitral proceedings under Clause 40.2 (without sending a notice of the Dispute or notice of escalation of the Dispute), but only where doing so is necessary to maintain a claim that would otherwise be time barred due to a contractual or statutory limitations period.
- 40.4 Nothing in this Clause 40 shall prejudice or prevent any Party's right to apply to any competent state court or other judicial authority for interim or conservatory measures before notice of a Dispute, the formation of the Arbitral Tribunal or thereafter.
- 40.5 Whilst any dispute, difference, controversy or claim is continuing, Contractor shall, unless Company notifies Contractor otherwise, proceed with the performance of the Work and the Parties shall continue to comply with the provisions of this MSA.

41. General

41.1 Entire Agreement

- (a) The MSA shall comprise the entire agreement and understanding between the Parties in relation to its subject matter.
- (b) All previous drafts, agreements, understandings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties, whether written or oral, relating to this MSA subject matter are superseded and extinguished, except insofar as they are repeated or otherwise reflected in this MSA.
- (c) Each Party acknowledges that, in entering into this MSA it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this MSA.
- (d) The rights and remedies provided in this MSA are independent and cumulative and do not exclude any rights or remedies (express or implied) which are available as a matter

of, statute, common law or otherwise except to the extent such rights or remedies are expressly excluded in this MSA.

41.2 Waivers and Amendments

- (a) No failure or delay on the part of either Party at any time to: (i) enforce or to require the performance of any of the terms and conditions of this MSA; or (ii) exercise any of its rights under this MSA, shall constitute a waiver of such terms and conditions or rights or affect or impair any of such terms and conditions or rights in any way, nor shall it preclude or restrict the right of either Party at any time to exercise such remedies it may have for each and every breach of any of the terms and conditions of this MSA.
- (b) No single or partial exercise of any right or remedy by either Party provided under this MSA or by law shall preclude or restrict the further exercise of that or any other right or remedy by that Party.
- (c) No exercise by Company or its authorised representatives of any of its or their rights or obligations under this MSA, including any right of inspection, testing, witnessing, expediting, monitoring or examination, or the giving of any instruction by Company or its authorised representatives or the presence of or observation of the Work by Company or its authorised representatives or any payment made or caused to be made by Company under this MSA shall constitute any acceptance or approval of the Work, the Goods or the Equipment by Company or relieve Contractor from any of its liabilities or obligations under this MSA. The rejection of any part of the Work, the Goods or the Equipment shall not be construed as an approval or acceptance of any part thereof not so rejected.
- (d) No amendment to this MSA, including any variation to the Work, shall be valid unless it is recorded in an Amendment or a Variation as applicable.

41.3 Severance

- (a) If any provision or part-provision of this MSA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 41.3(a) shall not affect the validity and enforceability of the rest of this MSA.
- (b) If one Party gives notice to the other of the possibility that any provision or part-provision of this MSA is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

41.4 Saving of Rights

The expiry of this MSA or the termination of all or any part of the Work or this MSA, howsoever occasioned, shall be without prejudice to the rights and remedies of the Parties up to and including the date of such expiry or termination and shall not affect or prejudice any provisions of this MSA that are expressed or by their nature intended to come into effect on or continue in effect after such expiry or termination, including any exclusions or indemnities, obligations relating to tax and customs duties, successor contractor obligations, audit rights, record keeping obligations, intellectual property rights, obligations relating to business ethics and compliance with Legislation, confidentiality undertakings and governing law and disputes provisions, which shall

continue as valid and enforceable obligations of the Parties, provided that in the event of the termination of all or any part of the Work, unless Company notifies Contractor otherwise, the whole of the remaining provisions of this MSA shall remain in full force and effect.

41.5 Independent Contractor, No Partnership or Agency

- (a) Contractor shall at all times be an independent contractor and as such shall control the Work and be responsible for the results.
- (b) Nothing in this MSA is intended to or shall operate to create a mining or other partnership, joint venture, association or trust between the Parties.
- (c) Neither Contractor nor any person engaged or employed by Contractor, including Subcontractors or Personnel, shall, other than as expressly authorised by Company in writing, either represent themselves as, or be deemed for any purpose to be, an employee, agent, or representative of Company Group or be authorised to commit Company to any binding legal obligation.

41.6 Governing Law

The MSA, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law, excluding any choice of law rules which would refer the interpretation of this MSA to the laws of another jurisdiction other than England.

41.7 Counterpart Execution

- (a) The MSA may be executed in counterparts with the same effect as if the signatures to each such counterpart were on the same document provided that this MSA shall not be effective until a counterpart has been executed and delivered by each Party.
- (b) A Party shall be entitled to rely on a copy of this MSA signed by the other Party and delivered to it by facsimile or electronic means (including e-mail) until the delivery to it of an original of this MSA containing the original signature of the other Party.

SCHEDULE 1

FORM OF CALL-OFF ORDER

CALL-OFF ORDER REF NUMBER: [insert]

DATE OF CALL-OFF ORDER: [insert date]

Under the terms and conditions contained in the **MASTER SUPPLY AGREEMENT** dated [insert date] (the "**MSA**"), the Company has requested and the Contractor agrees to perform the Work detailed in this call-off order (the "**Call-Off Order**"). Words and expressions defined in the MSA shall have the same meaning when used in this Call-Off Order, unless the context otherwise requires.

Company legal entity, company number and registered address requesting and authorising the Works under this Call-Off Order: [insert details] (for the purposes of this Call-Off Order, the "**Company**")

Contractor legal entity, company number and registered address agreeing to perform the Works under this Call-Off Order: [insert details] (for the purposes of this Call-Off Order, the "**Contractor**")

[Note: Please specify the precise contracting entities. Note, these may be Affiliates of the Company and Contractor entities which entered into the related MSA.]

SCOPE OF WORK

Goods:

- The Contractor shall supply [insert detailed description of Goods] as more specifically described immediately below (the "**Goods**") to the Company.
- The Contractor is to deliver the Goods to [insert location] (the "**Delivery Point**") on or before [insert date] (the "**Delivery Date**").
- The price in respect of the Goods is [insert price].
- Liquidated damages for Contractor's failure to deliver the Goods in accordance with the MSA shall be charged at: [insert details on liquidated damages] *[Note: Liquidated damages would normally be charged at a fixed percentage of the Call-Off Price per week (or part week) of delay, subject to a maximum percentage of the Call-Off Price.]*

Rental Equipment:

- The Contractor shall supply [insert detailed description of Rental Equipment] as more specifically described immediately below (the "**Rental Equipment**") to the Company.
- The Contractor shall provide the Rental Equipment to [insert location] during the period from [insert date] to [insert date] (the "**Rental Period**").
- The price is in respect of the Rental Equipment is [insert price].

Services:

- The Contractor shall supply [insert detailed description of Services] as more specifically described immediately below (the "**Services**") to the Company.
- The Contractor is to provide the Services at [insert location] / [during the period from [insert date] (the "**Commencement Date**") to [insert date] (the "**Scheduled Completion Date**")].
- The price is in respect of the Services is [insert price].

REPRESENTATIVE DETAILS

Company Representative details:

Name: [insert]

Position: [insert]

Tel No: [insert]

E-mail: [insert]

Contractor Representative details:

Name: [insert]

Position: [insert]

Tel No: [insert]

E-mail: [insert]

INVOICE DETAILS

Address for invoices: [insert]

FAO: [insert]

Reference: [insert]

Other details/attachments: [insert]

Currency: [insert]

NOTICES

Company details

Address: [insert]

Attention: [insert]

Contractor details

Address: [insert]

Attention: [insert]

KEY PERSONNEL

[insert]

QUALITY ASSURANCE REQUIREMENTS

[insert (if any)]

COMPENSATION

Call-Off Price in respect of this Call-Off Order: [insert price for all of the Work under this Call-Off Order]

Mechanism of compensation constituting the Call-Off Price: [insert of the relevant scheme based on Clause 8.1(c) of the MSA]

MOBILISATION POINT

The Mobilisation Point is:

For Personnel and/or Contractor Items required Offshore

(a) Supply Base: [insert]

(b) Heliport: [insert]

For Personnel and/or Contractor Items required Onshore

[insert location or locations]

For and on behalf of the Company by:

For and on behalf of the Contractor by:



Terms and Conditions for Pryme Group Suppliers
Last Revised 22 June 2017

.....
(Signature)

.....
(Signature)

.....
(Name in block capitals)

.....
(Name in block capitals)

.....
(Position in company)

.....
(Position in company)

SCHEDULE 2

COMPANY'S RATES

[To be inserted, including the Force Majeure rate. This will form the basis of the Call-Off Price under each Call-Off Order.]