

CSignum Limited Purchase Order Conditions

This Agreement replaces and supersedes all other prior oral and written agreements between the Parties in respect of the Goods and Services. Any Subcontractor conditions of contract which are included with any acknowledgement of order or invoice or other documentation are expressly excluded from the Agreement, and shall not be deemed to become part of the Agreement by virtue of the Contractor's acceptance of the Goods or Services, payment of invoice(s) or otherwise. This Agreement shall take effect from the date of Agreement Acceptance (as defined below).

1. DEFINITIONS

The following definitions shall be used for the purpose of interpreting this Agreement. Further definitions not contained in this clause shall apply to the clause in which they are stated and subsequent clauses.

1.1 "Agreement Acceptance" means acceptance of this Agreement by the Subcontractor in writing no later than five (5) business days after the date of the Purchase Order either by (i) signing and returning the acknowledgement copy of the Purchase Order or (ii) where the Parties have agreed in writing, by e-mail, or such other means as agreed. If the Subcontractor fails to confirm acceptance in writing the Subcontractor shall be deemed to have accepted the Agreement automatically as soon as it commences to perform any of its obligations under this Agreement.

1.2 "Affiliate(s)" means in relation to any Party a subsidiary or holding company of that Party and any subsidiary of that holding company. For the purpose of this definition "subsidiary" and "holding company" shall have the meaning assigned to it under section 1159 of the Companies Act 2006.

1.3 "Agreement" means the Conditions, the Purchase Order together with any specifications, and other documents referenced in the Purchase Order by the Contractor.

1.4 "Business Day" means a day other than Saturday or Sunday or a bank holiday or public holiday in England and "Business Days" shall be construed accordingly.

1.5 "Contractor" means the CSignum Limited entity referred to in the Purchase Order.

1.6 "Contractor Group" means Contractor, its Co-venturers, its Client (from time to time), its other subcontractors of any tier, and its and their Affiliates and its and their respective officers, directors, agents and employees (including agency personnel).

1.7 "Claims" means all claims, actions, demands, losses, damages, liabilities, awards, costs and expenses including legal expenses.

1.8 "Client" means any party (together with its co-venturers), with whom Contractor has contracted and whose ultimate benefit the Goods and Services hereunder are provided.

1.9 "Conditions" means these general conditions attached to the Purchase Order.

1.10 "Consequential Losses" means (i) consequential or indirect losses, (ii) loss and / or deferral of production, loss of product, loss of use, 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 (i) and whether or not foreseeable at the date of Agreement Acceptance of the Purchase Order in writing or automatically as appropriate.

1.11 "Subcontractor" means the company, firm or individual designated as such in the Purchase Order.

1.12 "Subcontractor Group" means the Subcontractor, its Subcontractors, its and their Affiliates and its and their respective officers, directors, agents and employees (including agency personnel).

1.13 "Co-venturers" means any other entity with whom the Contractor is or may from time to time be a party to a joint operating agreement of unification agreement or similar agreement relating to the operations for which the Goods are being acquired and the successors in interest of such Co-venturers or the assignee of any interest of such Co-venturer.

1.14 "Deliver" has the meaning set out in clause 6, and "Delivery" and "Delivered" shall be construed accordingly.

1.15 "Goods" means all products, supplies, materials, and / or equipment to be supplied by the Subcontractor as required by this Agreement.

1.16 "Group" means Contractor Group or Subcontractor Group as the context so requires.

1.17 "Party" means the Contractor or the Subcontractor (as the case may be) and "Parties" shall mean both of them.

1.18 "Purchase Order" means this purchase order form and the Conditions.

1.19 "Services" means the Services and all related activities (including without limitation the provision of all necessary materials, reports and items of equipment) to be performed by the Subcontractor as required by this Agreement.

1.20 "Subcontractor(s)" means any individual, firm, partnership or company engaged by the Contractor in the provision of Goods and Services. "Subcontractors" shall also include subcontractors (of any tier) of a Subcontractor.

2. GOODS/SERVICES

2.1 The Subcontractor shall supply the Goods and / or perform the Services (as the case may be) in accordance with this Agreement. The Subcontractor shall carry out all of its obligations under this Agreement, supply the Goods and / or perform the Services (as the case may be) with all due skill, care and diligence and with the skill to be expected of a reputable Subcontractor experienced in the supply of Goods and/or performance of Services as required by the terms of this Agreement.

2.2 Time is of the essence and Subcontractor undertakes to supply the Goods and/or perform and complete the Services (as the case may be) in accordance with the date(s) specified in the Purchase Order and where no date is specified, timeously in the sole opinion of the Contractor.

3. COMPENSATION

In return for the Delivery of the Goods and / or proper and complete performance of the Services (as the case may be) in accordance with the requirements of the Agreement Contractor shall pay to the Subcontractor the rates and prices set out in the Agreement. The rates and prices shall be firm and shall not be subject to escalation. U.K. Value Added Tax shall (or local equivalent), where applicable, be payable in addition to the rates and prices (subject to receipt of a valid VAT invoice).

4. INVOICING AND PAYMENT

Unless otherwise agreed, Subcontractor shall invoice Contractor on Delivery of the Goods and / or completion of the Services (as the case may be) (including the provision of all required reports and documents in a form satisfactory to the Contractor) in accordance with this Agreement. Except where Contractor disputes an invoice, Contractor shall make payment to Subcontractor within forty-five (45) days of receipt of the Subcontractor's valid invoice. Payment by the Contractor of an invoice shall not prejudice its right in the future to dispute any part of any invoice. All invoices rendered by the Subcontractor to the Contractor shall quote the Purchase Order number and be accompanied by all supporting documentation. Any amounts payable hereunder may be withheld and / or set off by Contractor in whole or in part by reason of any actual or anticipated Claims by Contractor against the Subcontractor arising under this Agreement or any other contract between Contractor and Subcontractor.

5. PERMITS, LICENSES AND COMPLIANCE WITH LAW

5.1 The Subcontractor shall comply with, and shall ensure that its personnel, its subcontractors and their personnel shall comply with, all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Goods, the Services, the place of delivery of the Goods or the place of performance of the Services.

5.2 Subcontractor shall ensure that all necessary licenses, permits, consents and authorisations have been obtained prior to commencing the Services or Delivery of the Goods and during performance of the Services shall comply with the terms of such license, permits, consents and authorisations.

5.3 Subcontractor shall assume all liability for and shall save, defend, hold harmless and indemnify the Contractor Group against all Claims arising from, relating to or in connection with the violation of clause 5.1 or 5.2 arising from, relating to or in connection with the performance or non-performance of this Agreement whether such violation is claimed to have been by the Subcontractor or its subcontractors, or by any of its or their employees, servants, agents, or representatives.

6. DELIVERY, INSPECTION AND TESTING

6.1 Subcontractor shall Deliver the Goods FCA (in accordance with the latest edition of INCOTERMS) to the place and on the date stated in the Purchase Order, together with all necessary customs invoices and delivery notes, advice notes, bills of lading and other documents ordinarily accompanying the Goods ("Deliver"). Any failure in Delivery, including partial delivery (unless otherwise agreed in writing), shall be a material breach of Subcontractor's duties. Subcontractor shall immediately notify Contractor in writing of any anticipated delay or deviation involving the Goods. If the Subcontractor fails to deliver the Goods on the date stated in the Purchase Order, there shall be paid to the Contractor one percent (1%) of the rates and prices in the Purchase Order for each week (or pro-rata part thereof) between the date specified in the Purchase Order and the actual date of delivery. The total amount so paid shall not exceed ten percent (10%) of the rates and prices in the Purchase Order. Contractor shall upon receipt of any Goods perform a reasonable inspection of them. Contractor may, at Subcontractor's risk and expense, return any Goods not complying with the requirements of the Agreement. Any inspection, testing or review by Contractor or failure to inspect, test or review shall in no way relieve Subcontractor of its obligations under this Agreement. Subcontractor shall notify Contractor a minimum of twelve (12) months prior to the Goods going obsolete or Subcontractor ceasing to actively supply the Goods. Spares, where applicable, shall be made available for a pre-determined period of time agreed by Subcontractor.

6.2 On delivery of the goods the Contractor will be afforded a fourteen (14) day period in which to return any unused items at no expense to the Contractor.

6.3 Contractor shall be entitled to inspect, test and review the Services at all reasonable times. Contractor shall inform Subcontractor if it discovers that the Services (or any part thereof) do not comply with the requirements of this Agreement, and Subcontractor shall without delay take whatever remedial action is necessary, at the Subcontractor's expense, to ensure such compliance. Any inspection, testing or review by Contractor or failure to inspect, test or review shall in no way relieve Subcontractor of its obligations under this Agreement.

7. PACKAGING AND TRANSPORTATION

Subcontractor shall pack and secure the transportation of the Goods in ways that are safe, secure and suitable for the nature of the Goods. Contractor will pay no charge for packaging, cartage or crating. Subcontractor shall ensure the Goods' packing and related delivery documents are marked clearly with Contractor's name, address and Purchase Order number, the place of delivery, and, if relevant, the consignee's name, address and other contact details. Contractor shall not be obliged to return to Subcontractor any packaging or packing materials for the Goods, whether any Goods are accepted by Contractor or not. Subcontractor shall identify any special handling requirements (including, but not limited to hazardous materials) on the packaging.

8. TITLE AND RISK

Without prejudice to Contractor's rights and remedies herein, title and risk to the Goods shall pass to Contractor on Delivery, provided that Subcontractor remains fully responsible for risk to loss of or damage to all Goods until Delivery. Title and risk in any Goods provided by the Subcontractor which do not comply with the requirements of the Agreement and which are rejected by the Contractor or any unused items returned to the Subcontractor shall re-vest immediately in the Subcontractor. The Subcontractor shall ensure that all their Subcontractor or third party provided items are free from all liens and/or retention of title claims from any third party. The Subcontractor shall be responsible for and shall defend, indemnify and hold the Contractor Group harmless from and against any and all claims, demands, losses, damages or cost (including legal fees) expenses and liabilities in respect of all liens and attachments by any of their Subcontractors or third parties in connection with or arising out of the Agreement.

9. PERFORMANCE OF SERVICES

Subcontractor shall perform the Services so as to ensure that they meet in full the Contractor's requirements as set out in this Agreement and will in every respect be fit for purpose. Without prejudice to the generality of the foregoing, the Subcontractor shall carry out all of its obligations under the Agreement in accordance with the schedule specified

in the Purchase Order or, where no schedule is specified, timeously in the sole opinion of the Contractor and shall perform the Services with all due care and diligence and with the skill to be expected of a reputable Subcontractor experienced in the type of work to be carried out under the Agreement. The Subcontractor shall be deemed to have satisfied itself, before entering into this Agreement, as to the extent and nature of the Services to be performed, including but not limited to the class, quantity and quality of materials, requirements of equipment, labour, consumables and facilities and conditions at the locations where the Services are to be performed.

10. WARRANTIES AND UNDERTAKINGS

Subcontractor warrants and undertakes that: (a) the Goods shall be new, of good quality and workmanship, free from defects, fit for the intended purposes and comply in full with the requirements set forth in the Agreement, including any specifications; (b) it shall perform the Services with all due care and diligence and with the skill to be expected of a reputable Subcontractor experienced in performing work of a similar nature to the Services and in accordance with good industry practices; (c) all Goods shall be free from defects for a period of twelve (12) months from installation or eighteen (18) months after Delivery, whichever is the earlier and repair or replacement of the Goods shall likewise be warranted for twelve (12) months, provided the total warranty period shall be twenty-four (24) months from Delivery; and (d) Subcontractor warrants the Services against any omissions, failure, defects or otherwise unacceptable performance or results therefrom during Subcontractor's performance of the Services, and within one hundred and twenty (120) days from the date of completion of the Services by the Subcontractor and acceptance of the Services by the Contractor. Upon notice from the Contractor, Subcontractor shall promptly remedy any such omissions, failure, defects or otherwise unacceptable performance or results from the Services at its own cost and in the case of Goods shall include the replacement or repair of the same at the Contractor's sole discretion, failing which Contractor may arrange for the required remedial action to be carried out by a third party, whereupon Contractor shall be entitled to recover all costs of so doing from Subcontractor. The foregoing warranty period and obligations shall apply again in a like manner to the Goods and / or Services in the event of their being remedied and accepted.

This Clause 10 shall be in addition to and without prejudice to any other rights and remedies available to the Contractor hereunder or at law in the event that the Goods or the Services do not comply with the foregoing provisions of this Clause 10. The Subcontractor will pass through to the Contractor any third party vendors and/or manufacturers warranties for the Goods.

11. FORCE MAJEURE

Neither Subcontractor nor Contractor shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement if the delay or failure is insurmountable, unforeseen and entirely beyond that Party's reasonable control and without its fault or negligence. Without prejudice to the generality of the foregoing, the following shall be regarded as causes insurmountable, unforeseeable and entirely beyond either Party's reasonable control: (a) act of God, explosion, flood or tempest but excluding weather conditions as such, regardless of severity; (b) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) changes to (or the introduction of) any acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of and governmental, parliamentary or local authority; (d) strikes, lock-outs or other industrial actions or trade disputes (other than those solely involving Subcontractor's or sub-contractor's employees and personnel); (e) pandemics and epidemics.

12. TERMINATION

12.1 Contractor may terminate this Agreement in whole or in part at any time upon written notice to Subcontractor, whereupon Contractor shall compensate Subcontractor (a) Services satisfactorily performed and completed up to or (b) Goods that meet the requirements of the Agreement which are Delivered prior to, the date of termination.

12.2 Notwithstanding the foregoing, if Subcontractor:

- makes any composition or arrangement with its creditors, becomes insolvent, is declared bankrupt, has a receiver, administrator or manager appointed, or enters into liquidation, either voluntary or compulsory or a winding up order is made; or
- commits a breach of any of the provisions of this Agreement and, in the case of such breach which is capable of remedy, fails to remedy the same within such reasonable period as determined by Contractor (taking into account Contractor's operational requirements) after receipt of notice giving particulars of the breach and requiring it to be remedied;

Then Contractor shall be entitled to terminate this Agreement forthwith. Such breach may include, without limitation, failure to complete the Services or Deliver the Goods by the date stated on the Purchase Order or where no date is stated, timeously in the sole opinion of the Contractor, or failure to follow a schedule which in Contractor's reasonable opinion will enable such date to be achieved, or other failure to perform Services or Deliver the Goods which affects or in the Contractor's sole opinion, is likely to affect the Subcontractor's ability to meet requirements of the Agreement. Except for sums due for Services properly completed in accordance with the Agreement or Goods which are Delivered which meet the requirements of the Agreement, Contractor shall not be liable to pay Subcontractor any further monies in respect of the Services or Goods and shall be entitled to recover any monies already paid. Subcontractor shall assume all liability for and shall defend, indemnify and hold Contractor Group harmless from and against all costs, losses, liabilities, expenses or damages incurred by Contractor and directly attributable or related to Subcontractor's breach as aforesaid.

13. HEALTH SAFETY SECURITY AND ENVIRONMENT ("HSSE")

13.1 Where Subcontractor is performing the Services or Delivering the Goods at a site(s) owned or provided by Contractor Group, Subcontractor shall strictly observe Contractor's, or Client's or Contractor's subcontractor(s)' HSSE policies and requirements (copies of which are available for inspection upon written request) relating to the Services and/or Goods and ensure that its personnel (including agency personnel) and the personnel (including agency personnel) of its Subcontractors are trained as a minimum to those standards employed by Contractor, or Client or Contractor's subcontractor(s). The Subcontractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Services of Delivery of Goods and shall manage and control all HSSE risks in or associated with performing the Services or Delivery of Goods to the satisfaction of the Contractor and shall procure that its subcontractors observe and comply with the Contractor's HSSE policies and requirements and that its Subcontractors manage and control all HSSE risks in or associated with performing the Services or Delivering the Goods to the satisfaction of the Contractor. Failure to adhere to the Contractor's HSSE policies and requirements or to satisfy the Contractor's reasonable requirements with regard to the control of HSSE risks in any material aspect will be regarded as due cause for the Contractor, at its sole discretion, to suspend all or any part of the performance of the Services or Delivery of Goods and / or (iii) giving notice to terminate all or any part of the Services, Goods or this Agreement in accordance with Clause 12.2(b).

13.2 For Services performed offshore, Subcontractor's personnel shall not begin mobilisation unless they have received applicable safety and survival training, have been passed as medically fit and hold valid certificates. Subcontractor shall be responsible for providing its personnel with suitable protective/ safety clothing and equipment, and all tools and materials required for the Services (unless otherwise expressly provided within this Agreement). Subcontractor shall ensure that its subcontractors comply fully with the requirements of this Clause 13.2.

13.3 When Services are being performed offshore, Subcontractor shall comply and shall procure that its personnel (including agency personnel) and all subcontractors and their personnel (including agency personnel) shall comply with all requests and instructions of the duty holder of the relevant installation (whether the Contractor or not) and any failure to so comply shall be a material breach of this Agreement.

14. OFFSHORE TRANSPORTATION

Where Services are to be provided offshore and only to the extent that Contractor has been provided with similar provisions in the main contract with its Client; the Contractor shall provide at no cost to the Subcontractor all routine and med-vac transportation for Subcontractor provided personnel and transportation for Subcontractor provided equipment and material which are capable of transportation by helicopter or supply boat between the Contractor designated heliport or supply base (as instructed to the Subcontractor from time to time) to the offshore installation on or in the vicinity of which the Services are to be performed. The costs of non-routine transportation requested by the Subcontractor may at the Contractor's sole option, be recovered from the Subcontractor.

15. TITLE TO THE SERVICES AND PASSING OF RISK

All data, drawings, reports, technical documents and all other information supplied by the Contractor to Subcontractor or produced by Subcontractor as part of the Services (together with the copyright, design rights or any other intellectual property rights in such information or arising therefrom) shall be the exclusive property of Contractor. All risk of loss of or damage to materials and items of equipment shall be borne solely by Subcontractor until completion of the Services and acceptance by Contractor.

16. INTELLECTUAL PROPERTY

16.1 Any information, property or materials in whatever form or format furnished by Contractor directly or indirectly to Subcontractor to facilitate performance under this Agreement, and any invention, know-how, design or copyright arising from development of any Goods or Services specifically produced for Contractor by Subcontractor, shall (i) belong exclusively to Contractor, (ii) be held in strict confidence during and after the performance of this Agreement by Subcontractor and not transferred by Subcontractor to any third party without Contractor's prior written consent, and (iii) be used exclusively by Subcontractor to complete the Agreement. Any Contractor-furnished property and materials shall be at Subcontractor's risk and maintained in good order and condition from the time of dispatch from Contractor's premises until returned thereto along with any Contractor-furnished information, copies and reproductions thereof, and shall be returned to Contractor within five (5) days after completion, termination or cancellation of the Agreement. Subcontractor shall co-operate with the Contractor as required to give full effect to this provision.

16.2 Except in so far as attributable to fault of Contractor, Subcontractor agrees to indemnify and hold Contractor Group harmless from and against any loss, liability, damage or claim including, but not limited to, legal costs incurred by Contractor as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright, trade mark or name or any other intellectual property rights relating to the performance of this Agreement. Further, at Contractor's option, Subcontractor shall defend at its own expense any claim which would allow Contractor to invoke such indemnity. The foregoing indemnity is conditional upon (i) prompt written notice of any claim to Subcontractor if a claim is made against Contractor, and (ii) reasonable co-operation and assistance by Contractor in the defence and settlement of such claim at the expense of Subcontractor. If any Goods or Services become, or in the Contractor's reasonable, are likely to become, the subject of an infringement claim, Subcontractor shall at Contractor's discretion either (a) procure for Contractor the right to continue the use thereof, or (b) replace or modify the same so that it becomes non-infringing (providing that the same level of functionality is maintained). The provisions of this clause 16 shall survive the expiration, cancellation or termination of this Agreement.

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17. **TAXATION**
- 17.1 Subcontractor shall pay all taxes, duties, levies, charges and contributions (including national insurance and social security benefits) assessed against it in connection with the delivery of Goods and/or Services and shall defend, indemnify and hold Contractor Group harmless from and against any cause, proceeding, loss, liability or payment:
- (a) in respect of any such taxation, duties, levies, charges and contributions (including fines, penalties and interest) assessed on Subcontractor, its subcontractors, its or their employees, or on any other party connected with Subcontractor or;
- (b) which might have been assessed or assessable as aforesaid but for Contractor having been first required to make such payment.
- 17.2 If Contractor receives a notice requiring it to pay taxes, levies, charges, or contributions of the types referred to in this Clause 17 and/or any interest or penalty thereon, on presentation of evidence of such liability Subcontractor shall within fourteen (14) Business Days or two Business Days before such liability is due (whichever is the later) pay Contractor such sum or Contractor shall be entitled to deduct such sums from any monies due, or which may become due, to Subcontractor.
- 17.3 Upon request by Contractor, Subcontractor will promptly supply to Contractor such information as is necessary to enable Contractor to comply with the lawful demands for such information by any government authority.
- 17.4 The Subcontractor shall ensure that it and each member of the Subcontractor Group complies with any applicable laws in relation to tax evasion (including without limitation under the Criminal Finances Act 2017) and it has policies and procedures in place to ensure such compliance. The Subcontractor shall save, indemnify, defend and hold harmless Contractor Group against all levies, charges, contributions and taxes of the type referred to in this Clause 17 and any interest or penalty thereon which may be assessed, by any appropriate government authority whether of the United Kingdom or elsewhere, on the Subcontractor Group in connection with any breach of such applicable laws and from all costs reasonably incurred in connection therewith.
18. **AUDIT**
- Contractor reserves the right to audit all of Subcontractor's books of account and related documentation in respect of the Agreement for a period of six (6) years after completion and acceptance of the Services by Contractor.
19. **VARIATIONS**
- Contractor may at any time by written notice to Subcontractor require any variation to be made to the Services or Goods which, in either case, is within Subcontractor's capability. Subcontractor shall proceed with the variation^{23.5} notwithstanding that Agreement has not been reached as to any resultant price or schedule impacts. When such impacts are agreed, the variation shall be confirmed in writing.
20. **ASSIGNMENT AND SUB-CONTRACTING**
- 20.1 This Agreement or any part of it or any benefit or interest in it or under it may be assigned by Contractor to any of its Affiliates or Co-venturers without Subcontractor's consent.
- 20.2 The performance of the Services may not be sub-contracted or assigned without Contractor's prior written approval. Subcontractor shall be accountable for the acts and omissions or default of all of its Sub-contractors.
21. **CONFIDENTIALITY**
- All designs, drawings, specifications and data (in whatever form), and information concerning Contractor's business, provided to Subcontractor by Contractor or otherwise arising out of this Agreement, shall be treated as strictly confidential and shall not be disclosed by Subcontractor or its Subcontractors to any third party whatsoever. This obligation as to confidentiality shall remain in full force and effect notwithstanding Delivery of Goods or failure to Deliver the Goods and / or completion or earlier termination of the Services.
22. **INDEMNITIES**
- 22.1 Contractor shall be responsible for and shall defend, indemnify and hold Subcontractor Group harmless from and against any and all claims, demands, losses, damages or cost (including legal fees) expenses and liabilities in respect of:
- (i) personal injury to, including death or disease of any person employed by or engaged on behalf of the Contractor Group arising from, relating to or in connection with the performance or non performance of this Agreement;
- (ii) loss of or damage to the property of the Contractor Group which is located at the site(s) of performance of the Services arising from, relating to or in connection with the performance or non-performance of this Agreement;
- (iii) personal injury to including death or disease or damage to or loss of the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of Contractor Group. For the purpose of this Clause 22.1(iii) "third party" means any party which is not a member of the Contractor Group or Subcontractor Group.
- 22.2 Subcontractor shall be responsible for and shall defend, indemnify and hold Contractor Group harmless from and against all claims, demands, losses, damages or costs (including legal fees) expenses and liabilities in respect of:
- (i) personal injury to, including death or disease of any person employed or engaged on behalf of the Subcontractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement;
- (ii) loss of or damage to property of the Subcontractor Group whether owned, hired, leased or otherwise provided by the Subcontractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement;
- (iii) personal injury to including death or disease or damage to or loss of the property of any third party to the extent such injury, damage or loss is caused by the negligence or breach of duty (whether statutory or otherwise) of Subcontractor Group. For the purpose of this Clause 22.2(iii) "third party" means any party which is not a member of the Contractor Group or Subcontractor Group.
- 22.3 Except as provided in Clauses 22.2(i), 22.2(ii) and 22.4, the Contractor shall defend, indemnify and hold harmless the Subcontractor Group from and against any claim of whatsoever nature arising from pollution originating from the property of the Contractor Group arising from, relating to or in connection with the performance or non-performance of this Agreement.
- 22.4 Except as provided in Clauses 22.1(i), 22.1(ii) and 22.3, the Subcontractor shall defend, indemnify and hold harmless the Contractor Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Subcontractor Group or originating from the property and equipment of the Subcontractor Group (including but not limited to marine vessels) arising from, relating to or in connection with the performance or non-performance of this Agreement.
- 22.5 All exclusions and indemnities given under this Clause 22 (save for those Clauses 22.1(iii) and 22.2(iii)) and Clause 24 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 22.6 Notwithstanding the foregoing, the indemnity granted herein with respect to Client personnel and property shall be limited to the extent such indemnities are granted by Client under the Contractors main contract with the Client for the benefit of the Subcontractor Group. Subcontractor may request sight of the appropriate indemnity provisions prior to executing this Agreement.
23. **INSURANCE**
- Subcontractor shall take out and maintain such policies of insurance as required by applicable United Kingdom laws and regulations including (without limitation) (i) employers liability for the minimum required under statute in the United Kingdom including extended cover (where required) for offshore working, (ii) comprehensive general liability insurance with cover of not less than £5,000,000 per occurrence or series of occurrences. All policies of insurance shall contain provisions whereby insurers have no right, by subrogation or otherwise, to take any action or proceedings against any member of the Contractor Group in relation to the matters provided for in the Agreement and Contractor Group shall be named as an additional insured on all liability policies. Subcontractor shall furnish Contractor with certificates of insurance endorsed in accordance with the foregoing. The Subcontractor shall procure that subcontractors are insured to appropriate levels as may be relevant to their work. If any policy is cancelled or materially changed in a manner which may affect the Contractor's interest or if the Subcontractor fails to effect or maintain any policy which it is required by the Agreement to effect and maintain, the Contractor may at its sole discretion effect and maintain any such insurance or additional insurance as the Contractor shall consider necessary and recover the cost from the Subcontractor.
24. **CONSEQUENTIAL LOSS**
- Notwithstanding any other provision of the Agreement, each Party shall be responsible for and shall bear all Consequential Losses which it may suffer by reason of or in connection with the Agreement, the Contractor shall save, defend, indemnify, and hold harmless the Subcontractor Group from and against the Contractor Group's own Consequential Loss and the Subcontractor shall save, defend, indemnify and hold harmless the Contractor Group from and against the Subcontractor Group's own Consequential Loss relating to or in connection with the performance or non-performance of the Agreement.
25. **STATUS OF CONTRACTOR**
- 25.1 Contractor enters into the Agreement for itself and as agent for and on behalf of its Affiliates and Co-venturers.
- 25.2 For the purpose of all claims, causes of action, demands and proceedings arising out of or in connection with the Agreement.
- (a) Contractor shall assume the entire rights, remedies, obligations, responsibilities and liabilities of itself, its Affiliates and Co-venturers; and
- (b) Subcontractor shall look only to Contractor for the due performance of the obligations, responsibilities and liabilities assumed by Contractor under this Agreement and nothing herein contained shall impose any liability upon the Affiliates or Co-venturers or entitle Contractor to make or raise any action, claim or proceeding against any of the Affiliates or Co-venturers.
- (c) Contractor is entitled to enforce this Agreement on behalf of its Affiliates and Co-venturers. For that purpose Contractor may commence proceedings in its own name to enforce all obligations and liabilities of Subcontractor and to make any claim which any Affiliate or Co-venturers may have against Subcontractor.
- 25.3 Subcontractor's status for the purposes of the Agreement shall be that of an independent Subcontractor, and as such, Subcontractor's employees and personnel shall be deemed not to be agents or employees of Contractor.
26. **GENERAL**
- 26.1 Any notice required or permitted to be given by either Party to the other under these terms and conditions shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice pursuant to this provision.
- 26.2 No waiver by Contractor of any breach of the terms and conditions of the Agreement by Subcontractor shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver shall be in writing.
27. **THIRD PARTY RIGHTS**
- Contractor and Subcontractor under the Agreement agree to create directly enforceable rights for the members of Contractor Group (other than Contractor) in respect of the indemnities given under Clauses 12, 16, 17, 22 and 24 and the members of the Subcontractor Group (other than the Subcontractor) in respect of the indemnities in Clauses 22 and 24 in each case pursuant to the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided in
28. **GOVERNING LAW**
- Unless agreed otherwise by the Parties in the Purchase Order, the Agreement shall be governed by and construed in accordance with the laws of England and Wales and any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be referred to arbitration conducted in accordance with the London Maritime Arbitrators Association ("LMAA") Terms current at the date of commencement of the arbitration proceedings and the reference shall be to three arbitrators. The language to be used in the arbitral proceedings shall be English.
29. **BUSINESS ETHICS**
- 29.1 Both the Subcontractor and the Contractor shall uphold the highest standards of business ethics in the performance of this Agreement. Business shall be conducted legally, fairly, honestly and with integrity, these being the paramount principles in the dealings between the parties.
- 29.2 The Subcontractor shall ensure that it and each member of the Subcontractor Group complies with all applicable local and international laws, relevant industry standards of practice concerning health and safety of the parties respective employees at the worksite and any other persons affected by the parties business activities and the protection of the environment.
- 29.3 Neither party shall knowingly involve itself in any business in connection with, or use information arising from this Agreement, in any manner which conflicts with the interests of the other party.
- 29.4 Both the Subcontractor and the Contractor agree that it and its respective Group shall act in a manner consistent with all laws concerning improper illegal payments, gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act 2010) and agrees not to pay, promise to pay or authorise the payment of any money or anything of value, directly or indirectly, to any person, entity, government body or government official for any illegal purpose, including without limit improperly inducing a decision or service in connection with the Goods/ Services, the Agreement, or any related business activity.
- 29.5 The Subcontractor agrees to protect, defend, indemnify, release and hold harmless the Contractor Group from and against any and all loss, liability, claims, demands and causes of action of every kind and character, without limitation (including reasonable attorneys' fees and court costs), resulting from any breach of this Clause 30. Any such breach shall constitute a material breach of this Agreement, and Contractor shall be entitled to terminate the Agreement under the provisions of Clause 12.2.
30. **DATA PROTECTION**
- DATA PROTECTION**
- The Subcontractor shall and shall procure that all other members of the Subcontractor Group involved in the provision of Goods and/or Services shall comply with all notification requirements and other applicable obligations under the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC and all other legislation relating to the processing of personal data and privacy (together the "Data Protection Legislation", which arise in connection with the Agreement. The terms Personal Data and Data Processor shall be as defined in the Data Protection Legislation. Notwithstanding the generality of the foregoing, where the Subcontractor Group is processing Personal Data as a Data Processor for the Contractor or any member of the Contractor Group, the Subcontractor shall ensure that it and all relevant members of the Subcontractor Group have in place appropriate technical, organisational and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data) and shall: (a) promptly provide the Contractor with full co-operation and assistance and such Personal Data as the Contractor may require to comply with any and all data access request(s) within the relevant timescales set out in the Data Protection Legislation or to satisfy itself that the Subcontractor is complying with its obligations under the Data Protection Legislation and/or this Clause 30; (b) promptly notify the Contractor of any breach of the security measures required to be put in place pursuant to the Data Protection Legislation; (c) ensure that no member of the Subcontractor Group knowingly, recklessly or negligently does or omits to do anything which places any member of the Contractor Group in breach of its obligations under the Data Protection Legislation; and (d) not subcontract processing of Personal Data to any person or transfer or process Personal Data outside the European Economic Area without the express prior written consent of the Contractor.
31. **MODERN SLAVERY**
- In performing its obligations under the Agreement, the Subcontractor shall, and shall ensure each member of the Subcontractor Group shall comply with all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.
- Revision 1, 29 May 2020