

It is agreed as follows:

1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these terms and conditions:

“**Affiliate**” means in respect of any person, another person that controls, is controlled by, or is under common control with, the first person, where “control” means the power of a person to secure, directly or indirectly, that all or substantially all of the affairs of the other person are conducted in accordance with its wishes (whether such power is enjoyed through the holding of shares, possession of voting rights, a provision of the articles of association, constitution, partnership deed or other document regulating the affairs of any person or otherwise). In particular, a person shall be deemed to control a body corporate if: (a) they hold a majority of the voting rights in the body corporate; or (b) they have the right to appoint or remove a majority of the directors of the body corporate;;

“**Agreement**” means the PO and these general terms and conditions of contract;

“**Agreement Price**” means the price for the performance of Services as per the PO, inclusive of all taxes (excluding any incidence of Value Added Tax applicable to the provision of the Services), duties, costs and any other expenses that may be borne by the Contractor;

“**Anti-Bribery Laws**” has the meaning ascribed to it in Clause 21.4;

“**Authorities**” means any government, regional or local authorities or any similar competent bodies of the Territory (including any political sub division thereof) having relevant jurisdiction;

“**Claims and Losses**” means any and all claims, losses, causes of action, damages, costs (including legal costs and expenses incurred in defence of an indemnified Group), expenses and liabilities of whatever nature;

“**Company**” means the company on the face of the PO (and within Dragon Oil group of companies) that is counter-signing the PO with the Contractor;

“**Company Group**” means the Company, its co-venturers, its and their respective Affiliates and its and their respective representatives, officers, directors, agents and employees (including agency personnel), but shall not include any member of Contractor Group;

“**Confidential Information**” means any and all Information and any and all other data, know-how and information contained in any tangible or intangible medium of expression as provided by a Party to the other Party pursuant to this Agreement, relating to the Services or the business of either Party and shall include but not be limited to ideas, concepts, development plans for new or improved products or processes, data (including well data), materials, products, technology, manuals, business plans, marketing plans, financial information, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs, software, and technical documentation, trade secrets, diagrams, or inventions, and all information pertaining thereto;

“**Contractor**” means the person, firm or company to whom the PO is addressed;

“**Contractor Group**” means the Contractor, its subcontractors of any tier, its and their Affiliates, and its and their respective representatives, officers, directors, agents and employees (including agency personnel), but shall not include any member of Company Group;

“**Defects Liability Period**” means the period of one hundred and twenty days (120) after the date of completion of the Services;

“**Equipment**” means all equipment, materials, tools, spare parts and other items, whether owned, rented, hired, chartered or leased by the Contractor Group, for use in connection with the Services which shall furnished by the Contractor at the Contractor’s cost in accordance with this Agreement;

“**Force Majeure**” means, in relation to either Party, any event which is unforeseeable, insurmountable, and outside the control of the Party which invokes it and prevents performance of all or part of this Agreement, but shall not include any act (including strikes) of any member of the relevant Party’s Group, financial distress of either Party, late delivery of materials, spares or the Equipment (unless the same is itself caused by a Force Majeure event), shortage of manpower or materials (unless the same is itself caused by a Force Majeure event), and/or any failure to obtain or maintain any licence, permit or other authorisation where such failure is due to the act or omission of the Group of the Party invoking the Force Majeure;

“**Group**” means Company Group or Contractor Group, as the case may be;

“**Information**” means any and all Specifications, Scope of Work, drawings, blueprints, sketches, models, samples, tools, designs, technical information or data furnished to the Contractor by Company;

“**PO**” means the Company’s purchase order setting out the details of the Services to be provided, the price, timeline and other key details of the Agreement, along with all Information and other documentation contained in, referred to or attached to the PO;

“**Sanctions Laws**” means any law applicable to the Contractor or the Company regarding the adoption, administration, implementation or enforcement of asset freezing measures, economic sanctions, export controls, trade embargos or other restrictive measures, including those enacted

by the United States, the Council of the European Union, the Member States of the European Union, and/or the United Nations;

“**Scope of Work**” means the scope of the Services, including any Specifications that may be contained therein, contained in, referred to or attached to the PO;

“**Services**” means all and any services to be performed by the Contractor pursuant to the PO;

“**Specifications**” means the technical specifications in relation to the Services contained in, referred to or attached to the PO;

“**Territory**” means the territory of any country where Services shall be performed, whether onshore or offshore;

“**Third Party**” means any person, entity or company that is not a member of either Company Group or Contractor Group;

“**Variation**” means such instructions or adjustments as set out in Clause 10;

“**Worksite**” means the lands, waters and other places in the Territory on, under, in or through which the Services are to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns) or places where equipment, materials or supplies are being obtained, stored or used for the purposes of the Agreement.

1.2 All instructions, notices, agreements, authorisations, approvals, acknowledgements, correspondence and documents shall be in writing and in the English language.

1.3 No approval, comment, instruction or consent given by the Company, and no failure to make any comment or instruction in relation to the performance of Services upon inspection, examination or testing of, or witnessing of tests in relation to the Services or any other action or failure to act by the Company shall relieve the Contractor of liability for, or modify, any of the Contractor’s duties and obligations under the Agreement.

2. ORDER

2.1 The provisions of this Agreement shall govern the Agreement to the entire exclusion of all other terms or conditions and prevail over any inconsistent terms or conditions contained in or referred to in the Contractor’s quotation or acceptance or correspondence or elsewhere or implied by trade, custom or course of dealing.

2.2 The Agreement constitutes an offer by Company to purchase the Services on the terms set out herein; accordingly, any counter-offer made by the Contractor to provide the Services on other terms and conditions shall only be validly accepted if accepted in writing by Company.

2.3 The Contractor’s execution/signing and return of the PO, or execution or commencement of work constitutes the Contractor’s acceptance of the Agreement on the terms and conditions set out herein.

2.4 The Agreement shall remain valid and binding until completion of all Parties’ respective obligations under this Agreement.

3. PARTIES’ REPRESENTATIVES

3.1 Company and Contractor shall each nominate a representative to act as the focal point for all matters arising under the Agreement. Such representatives, or their duly-appointed delegates, shall be readily available to enable both Parties to discharge their obligations under the Agreement. A representative (or his delegate) have the right to access at all reasonable times the Worksite and both parties shall afford every assistance in exercising the right of access.

3.2 The representatives have the authority to commit the relevant Party in all matters under the Agreement and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from the other Party all notices, information, instructions and decisions. Except as expressly stated in the Agreement, the representatives have no powers to amend the Agreement nor to relieve the relevant Party from any of its obligations under the Agreement.

3.3 The Contractor shall not change its representative or any nominated deputy without cause and without the prior approval of Company, which approval shall not unreasonably be withheld or delayed.

4. CONTRACTOR’S GENERAL OBLIGATIONS

4.1 The Contractor represents, warrants and covenants that:

4.1.1 it shall perform the Services in full compliance with laws applicable to it and the Contractor Group;

4.1.2 it shall ensure that it does not cause the Company or the Company Group to violate or otherwise act in contravention of any laws applicable to the Company or the Company Group, including Anti-Bribery Laws and Sanctions Laws; and

4.1.3 it has, and for the duration of the Agreement will continue to have, the skill, expertise, ability and qualifications to perform the Services as required by this Agreement. The Contractor shall devote its best commercial efforts and experience to the performance of the Services and perform the Services with due diligence and care and in a good, safe and workmanlike manner, all

in accordance with this Agreement and, to the extent not addressed or specified in this Agreement, in accordance with good international oil and gas industry practices.

4.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Services and shall keep strictly to the provisions of Company's HSE Guidelines, a copy of which the Contractor has been given.

4.3 The Contractor shall perform the Services strictly in accordance with the Scope of Work and/or the Specifications, standards, procedures and guidelines set forth in this Agreement and those communicated by Company to the Contractor from time to time. Company reserves the right by written notice to correct any errors or to make any changes in the Information within the general scope of the Services to be performed under this Agreement. The Contractor shall ensure that its personnel are fully acquainted with the provisions of all such Information, maintain at each Worksite one copy thereof and give Company's representative access thereto at all times.

4.4 The Contractor shall be deemed to have satisfied itself, before entering into the Agreement, as to the extent and nature of the Services including but not limited to the services, personnel, Equipment, plant and facilities required for the Services, the correctness and sufficiency of any rates and Agreement Prices, general and local conditions, and all other matters which could affect progress or performance of the Services. Any failure by the Contractor to take account of matters which affect the Services will not relieve the Contractor from its obligations under the Agreement.

5. OFFSHORE TRANSPORTATION (IF APPLICABLE)

Company shall provide, at no cost to the Contractor (a) all routine and medi-vac transportation for the Contractor's personnel; and (b) transportation for the Equipment which are capable of transportation by supply boat, between Company's onshore base or jetty and the offshore part of the Worksite, as well as between the different offshore parts of the Worksite. The costs of non-routine transportation requested by the Contractor may, at the sole option of Company, be recovered from the Contractor. All responsibility for transportation of the Equipment and the Contractor's personnel to and between the well location(s) is the responsibility of Company, provided that nothing herein shall affect or prejudice the indemnities and liabilities set out at Clause 13.

6. CONTRACTOR PERSONNEL

6.1 The Contractor undertakes to provide sufficient personnel at all times to ensure performance and completion of the Services in accordance with the provisions of the Agreement. All personnel employed on the Services shall, for the work which they are required to perform, be competent, properly qualified, skilled and experienced in accordance with good industry practice. The Contractor shall verify all relevant qualifications of such personnel.

6.2 Where key personnel of the Contractor are specified in the Agreement, they shall not be replaced without the prior approval of Company. Any replacement personnel shall work with the person to be replaced for a reasonable handover period.

6.3 The Contractor shall ensure that all personnel and particularly supervisory personnel of the Contractor Group shall read, write and speak fluent English.

6.4 The Contractor shall ensure that all employees of the Contractor Group engaged in the performance of the Services comply with applicable laws including immigration laws, Anti-Bribery Laws, Sanctions Laws, and, where required, are in possession of any necessary valid licences, authorisations, approvals and/or permits for the duration of the Agreement.

6.5 Company may instruct the Contractor to remove from the Worksite any person engaged in any part of the Services who in the reasonable opinion of Company is either incompetent or negligent in the performance of their duties; engaged in activities which are contrary or detrimental to the interests of Company; not conforming with relevant safety procedures; or persists in any conduct likely to be prejudicial to safety, health or the environment. Any such person shall be removed forthwith from the Worksite and shall not be engaged again in the Services or on any other work of Company, without the prior approval of Company. The Contractor shall provide a suitable replacement for any such person within 24 hours or such longer time as may be agreed by Company.

7. WARRANTY AND DEFECTIVE PERFORMANCE

7.1 Where Company has found the Services or part thereof or any rework performed by the Contractor not to have been performed in accordance with the Agreement, Company shall detail in writing to the Contractor within the Defects Liability Period the specific nature of the defect and the Agreement provision that contains the obligation that the Contractor has failed to meet.

7.2 Commencing immediately upon the notice issued under Clause 7.1 becoming effective, the Contractor shall at its own expense and risk, forthwith replace or repair the defect and/or re-perform that part of the Services which has not been performed in accordance with the Agreement. Further, the Contractor shall be liable for any damage caused to any property or persons directly attributable to the Contractor's breach of warranty. For the avoidance of doubt, the Defects Liability Period shall recommence in respect of such rework on the date upon which such re-performance was completed.

7.3 If the Contractor fails to or refuses to carry out its obligations pursuant to Clause 7.2, Company may at its sole discretion engage a third party to perform any part of the Services which has not been performed or re-performed pursuant to Clause 7.2 by the Contractor in accordance with the Agreement and in respect of which Company has notified the Contractor in accordance with Clause 7.1 above. Company shall give notice to the Contractor of its intention to exercise this option in which case the Contractor shall cease immediately any Services being carried out under Clause 7.2.

7.4 Where Company under Clause 7.3 above engages a third party, the Contractor shall be liable for any additional, direct costs reasonably incurred by Company in doing so.

7.5 Notwithstanding the above, in the event that a claim is made by Company in respect of any Services under the above warranty due to:

7.5.1 the reasonable actions of the Contractor in relying on the Information;

7.5.2 actual operating conditions being different from those specified in the Agreement or in any Variations; or

7.5.3 defects in materials or equipment supplied by Company which could not reasonably have been discovered by the Contractor,

then Company shall promptly reimburse the Contractor the reasonable cost of flights, accommodation, meals, parts and supplies, reasonable third party costs and reasonable Contractor's personnel day rates incurred by the Contractor in responding to the claim.

8. PRICE AND INVOICING

8.1 All Agreement Prices and the currency of payment for the Services shall be as stated in the PO, save that in the event that the Contractor quotes or offers to a third party lower prices or better terms for goods and services of a similar quality, quantity or description, Company shall be entitled to purchase the same on the same terms and to a refund of the amount of the difference in respect of all Services previously provided.

8.2 The Agreement Prices stated in the PO shall, unless otherwise specified, be all-inclusive (including but not limited to all personnel, Equipment, shipping, handling, transportation and other freight costs to the Worksite).

8.3 The Contractor's invoice(s) for the Services shall show unit price, quantity and delivery destination and shall be supported by: (i) a copy of the PO; (ii) receipt of accepted Services signed by a Company employee; and (iii) such additional documentation as Company may reasonably require. The Contractor shall submit to Company an invoice for completed Services within thirty (30) days of the end of each calendar month.

9. LIABILITY FOR LATE PERFORMANCE; LIQUIDATED DAMAGES

9.1 Parties agree and acknowledge that compliance with the time and performance schedule is an essential condition of the Agreement. If performance dates cannot be met, Company shall be entitled to (a) charge the liquidated damages in Clause 9.2 below, and (b) if the maximum amount of liquidated damages is reached, cancel the Agreement or any part thereof without Company being liable to the Contractor, and/or (c) acquire substitute Services from elsewhere and hold the Contractor accountable for any loss and additional costs incurred.

9.2 In the event of non-compliance with the time schedule for performance of the Services, Company reserves the right to apply liquidated damages to Contractor for each day of delay at a rate of one percent (1%) of the aggregate Agreement Price (Total PO Value) per week, up to a maximum of ten percent (10%) of the aggregate Agreement Price (Total PO Value).

9.3 The Parties agree that the levels of liquidated damages specified in this Clause 9 represent a genuine pre-estimate of the losses likely to be suffered by the Company if the relevant dates are not met, and shall be the exclusive financial remedy of Company in respect of such delay.

10. VARIATIONS

10.1 The Company has the right to issue instructions to the Contractor at any time to make any Variations in relation to the Services which are within the capability and resources of the Contractor. The Contractor shall proceed immediately as instructed in writing by the Company's duly authorised representative.

10.2 Any adjustment to the Agreement Price resulting from any agreed Variation shall be valued at the appropriate rates and prices included in the Agreement or, in the absence of any appropriate rates and prices, a fair and equitable valuation shall be made and agreed upon.

11. PAYMENT AND PAYMENT TERMS

11.1 For the performance and completion of the Services, Company shall pay or cause to be paid to the Contractor the Agreement Price within thirty (30) days of receipt by the Company of a correctly prepared and adequately supported invoice.

11.2 All payments contemplated under this Agreement are exclusive of Value Added Tax ("VAT"), which shall be charged by and accounted to the relevant tax authority by the relevant Party as is required under prevailing VAT legislation. Furthermore, the Contractor will comply with all applicable invoicing requirements regarding the charging and accounting of VAT.

11.3 Following completion of the Services, the Contractor shall not be entitled to receive any payment on any invoice received by Company later than ninety (90) days after the Contractor leaving the Worksite, as the latest time for receipt of invoices. Nevertheless Company may, at its sole discretion, make payment against any such invoice but will only do so under exceptional circumstances and with a detailed and reasonable explanation in writing for the delay and confirmation that this is an exceptional circumstance. CONTRACTOR HEREBY IRREVOCABLY WAIVES, RELEASES AND DISCLAIMS ANY RIGHT TO CLAIM OR RECEIVE (UNDER ANY LEGAL OR EQUITABLE THEORY) ANY COMPENSATION IN RESPECT OF ANY SERVICES FOR WHICH INVOICES ARE NOT SUBMITTED IN CONFORMANCE WITH THIS CLAUSE.

11.4 If Company disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Company shall notify the Contractor of the reasons and request the Contractor to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note, Company shall be obliged to pay the undisputed part of a disputed invoice.

11.5 Neither the presentation nor payment nor non-payment of an invoice shall constitute a settlement of a dispute or otherwise waive or affect the rights of the Parties hereunder and the Company may correct or modify any sum previously paid if any such sum was incorrect and/or any Services in respect of which payment has been made do not comply with the Agreement.

11.6 If the Company at any time incurs costs which, under the provisions of the Agreement, the Company is entitled to recover from the Contractor, including any liquidated damages pursuant to Clause 9, the Company may either invoice the Contractor for such costs or deduct the amounts from any payments to be made by the Company to the Contractor in relation to this Agreement or otherwise. The Contractor shall pay the Company within thirty (30) days of receipt of invoice any sums outstanding after such deduction. Company reserves the right to make deductions from any sums due to the Contractor for any monies due to Company by Contractor under the Agreement or otherwise.

12. TAXES

12.1 The Agreement Prices are inclusive of all taxes and duties which may be levied by the Authorities, with the exception of any incidence of VAT applicable to the provision of the Services.

12.2 The Company shall provide the Contractor with all reasonable assistance in dealing with the Authorities in the Territory to obtain the benefit of any tax and duty exemptions available to the Company and which can be extended to the Contractor or to the Contractor's personnel under applicable legislation.

12.3 Notwithstanding Clause 12.2, the Contractor shall be fully responsible for filing and payments of profits (income) tax as well as other taxes and related fines and interest thereon, payable by or assessed or levied against the Contractor by the Authorities and under any applicable law. The Contractor further agrees to make all reports and take all other actions necessary to satisfy tax, accounting and reporting requirements of any Authorities at the Contractor's sole cost and expense. Upon request, the Contractor shall furnish to Company evidence of the Contractor's payment and compliance with its tax obligations hereunder.

12.4 Where withholding tax applies in respect of the Services, provided that the Contractor obtains and maintains appropriate registration(s) and fulfills all other requirements as per the applicable laws that exempt him from such withholding tax, Company shall not withhold any taxes from payments to the Contractor including but not limited to any profits/revenue tax. If the Contractor has not evidenced to Company that it maintains the necessary registration(s) and fulfills any other requirements as per the applicable laws, Company is entitled to deduct withholding tax at the prescribed rate stipulated by the Authorities from Contractor's invoices, for debiting directly to the Authorities.

13. INDEMNITY

13.1 The Contractor shall be responsible for and shall save, indemnify, defend and hold harmless Company Group from and against all Claims and Losses:

13.1.1 sustained by Company or for which Company may be liable as a result of the failure of the Contractor to perform its obligations to Company in compliance with the Agreement;

13.1.2 loss of or damage to property of the Contractor Group whether owned, hired, leased or otherwise provided by the Contractor Group arising from or relating to the performance of the Agreement;

13.1.3 personal injury including death or disease to any person employed by the Contractor Group arising from or relating to the performance of the Agreement; and

13.1.4 subject to any other express provisions in the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of Contractor Group.

13.2 Company shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Group from and against any Claims and Losses in respect of:

13.2.1 loss of or damage to property of Company Group, whether owned by Company Group, or leased or otherwise obtained under arrangements with financial institutions by Company Group, all of which located at the Worksite, and arising from or related to the performance of the Agreement;

13.2.2 personal injury including death or disease to any person employed by Company Group arising from or relating to the performance of the Agreement; and

13.2.3 subject to any other express provisions in the Agreement, personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of Company Group.

13.3 The exclusions and indemnities given under Clauses 13.1.2, 13.1.3, 13.2.1 and 13.2.2 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. Nothing in this Agreement will limit or exclude liability for representations made fraudulently.

14. INSURANCE

14.1 The Contractor shall arrange as a minimum the insurances set out in this Clause. This Clause 14 shall in no way limit the liability of the Contractor under the Agreement. All such insurances, to the extent of the liabilities assumed by the Contractor under the Agreement, shall (a) (other than Employers Liability Insurance/Workmen's Compensation) include Company, Group as additional assureds; and (b) be endorsed to provide that underwriters waive any rights of recourse, including subrogation rights against Company Group.

14.2 The insurances required to be effected under Clause 14.1 shall be: (a) Employers Liability and/or Workmen's Compensation insurance to the minimum value required by any applicable legislation; (b) General Third Party Liability insurance in an amount not less than US\$1,000,000 (US Dollars one million); and (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction.

14.3 At any time during the term of the Agreement, if requested to do so, the Contractor shall provide Company with an insurance certificate evidencing full compliance with the requirements of this Clause 14.

15. CONSEQUENTIAL DAMAGES

15.1 For the purposes of this Clause 15, the expression "Consequential Loss" shall mean: (a) consequential or indirect loss under English law; and (b) 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 (a), and whether or not foreseeable at the commencement of the Agreement.

15.2 Notwithstanding any provisions contrary elsewhere in the Agreement and except to the extent of any agreed liquidated damages, any termination fees provided for in the Agreement and the Parties' indemnity obligations under Clauses 13 and 19, Company shall save, indemnify, defend and hold harmless the Contractor Group from Company Group's own Consequential Loss and the Contractor shall save, indemnify, defend and hold harmless Company Group from the Contractor Group's own Consequential Loss.

16. AUDIT

During the course of the Services and for a period ending two (2) years thereafter, Company or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the Contractor's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to all (a) invoiced charges made by the Contractor on Company; and (b) any provision of this Agreement under which the Contractor has obligations the performance of which is capable of being verified by audit.

17. SUSPENSION AND TERMINATION

17.1 Without prejudice to any other rights or remedies to which Company may be entitled, Company may, at its sole option and without liability to the Contractor, suspend or terminate all or any part of the Agreement:

17.1.1 to suit the convenience of Company;

17.1.2 if the ability of Company to accept performance of Services is hindered or prevented by circumstances beyond the reasonable control of Company;

17.1.3 if the Contractor commits any breach of its obligations under this Agreement and fails to remedy such breach within 15 days of receipt of written notice from Company requesting remedy of the same; or

17.1.4 the Contractor makes any arrangement or composition with his creditors or becomes bankrupt or a receiving order is made against him or, being a company, the Contractor is or becomes declared insolvent or in the reasonable opinion of Company is unable to pay its debts as they become due or a resolution is passed for the winding up of the Contractor (other than solely

for the purpose of amalgamation or reconstruction) or a receiver is appointed of the whole or any part of its assets or undertaking or the Contractor takes or suffers any similar or analogous action in consequence of debt.

17.2 Unless the suspension arises as a result of default on the part of the Contractor, the Contractor shall be reimbursed in accordance with the PO. If suspension results from default on the part of the Contractor, any reasonable additional costs incurred by Company as a direct result shall be recoverable by Company from the Contractor.

17.3 In the event of Company giving the Contractor notice of termination of all or any part of the Services or the Agreement, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon the Contractor shall immediately:

17.3.1 cease performance of the Services or such part thereof as specified in the notice;

17.3.2 allow Company full right of access to take over the Services or the part thereof;

17.3.3 assign to Company, to the extent desired by Company all or the relevant parts of the rights, titles, liabilities and subcontracts relating to the Services which the Contractor may have acquired or entered into.

17.4 In addition to Clause 17.3, in the event of termination under Clause 17.1.3 or 17.1.4, the following shall apply:

17.4.1 upon receipt of the notice of termination Contractor shall cease to be entitled to receive any money or monies on account of this Agreement until the costs of completion and all other costs arising as a result of the Contractor's default have been finally ascertained;

17.4.2 thereafter and subject to any deductions that may be made under the provisions of this Agreement, the Contractor shall be entitled to payment only for the part of the Services duly performed and accepted as per this Agreement up to the date of termination;

17.4.3 any reasonable, direct and justified additional costs incurred by the Company as a result of the Contractor's default or other events giving rise to termination shall be recoverable from the Contractor.

17.5 In the event of termination under this Clause the Parties shall not be relieved of any continuing obligations or liabilities under the Agreement or at law.

18. CONFIDENTIALITY

18.1 The Agreement and all and any Confidential Information are confidential and neither Party may disclose or use such information for any purpose, other than for the performance of its obligations under the Agreement, without the other Party's prior written consent. The Contractor shall not without the prior written consent of Company advertise or publish in any way whatsoever the fact that the Contractor has contracted to provide the Services to Company.

The Contractor shall procure that each of its personnel (including those on an agency or consultancy basis), and those of its subcontractors or its or their Affiliates or agents, who is given or has access to the Company's Confidential Information, shall be bound by and comply with the obligations stated under Clauses 18.1 and 19.3. The Contractor shall procure that each of such personnel shall, if required by the Company to do so, individually sign a non-disclosure agreement in the form required by the Company.

18.2 Notwithstanding the above, Confidential Information does not include information that is shown by written evidence to have been in the public domain on the commencement of this Agreement, information that entered the public domain after the commencement of this Agreement through no act, fault or omission of the Contractor.

19. PATENTS, COPYRIGHTS AND TRADEMARKS

19.1 The Contractor shall save, indemnify, defend and hold harmless Company Group from and against any and all Claims and Losses in relation to any alleged or actual infringement whether under any law of any patent, utility model, registered design, copyright, trademark or other proprietary or Third Party rights vested in any other person, arising out of or in connection with the performance of the Services.

19.2 The indemnity in Clause 19.1 shall not extend to instances in which an alleged infringement relates to work performed as part of the Services where Company has been solely responsible for the design.

19.3 All Information and all rights therein shall remain the property of Company and shall be returned promptly to Company (together with all copies) at Company's request.

20. LICENSE AND PERMITS

If execution of this Agreement requires any license or other permit to be issued in the Territory or in the country of origin, completion of the Services shall be subject to the responsible Party obtaining the required license or permit in compliance with applicable laws.

21. APPLICABLE LAWS

21.1 All relevant laws, rules, and regulations of all duly constituted government authorities shall apply in the performance of the Services. The Contractor shall indemnify Company Group against all penalties, which may be assessed because of the Contractor's infraction of any such laws, rules, and regulations.

21.2 The Contractor represents, warrants and undertakes (as separate representations, warranties and undertakings) that it has read and understood the ENOC Supplier Code of Conduct and shall adhere to and shall procure that the other members of the Contractor Group shall act in a manner consistent with the same in connection with the Agreement.

21.3 The Contractor represents, warrants and covenants that it shall not export, import, transfer, transit, tranship, sell, supply, use or dispose of any equipment, goods, services, commodities, software or technology in breach of Sanctions Laws.

21.4 The Contractor represents, warrants and covenants that it shall comply and shall ensure that each member of the Contractor Group complies at all times with all applicable laws relating to anti-corruption and anti-money laundering applicable to the Company, the Contractor or to their respective parent companies, including, without limitation, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention Against Corruption ("Anti-Bribery Laws").

22. FORCE MAJEURE

22.1 Force Majeure may only be invoked if the event preventing the fulfilment is due to no fault of the obligated Party, is not at its risk, and has occurred since the obligation came into being.

22.2 If any Party is affected by Force Majeure which affects or may affect the performance of any of its obligations under this Agreement, it will as soon as practicable advise the other Party of the nature and impact of the Force Majeure event. A Party subject to a Force Majeure event will not be deemed to be in breach of its obligations under this Agreement to the extent that it is prevented or delayed from performing those obligations by that Force Majeure event. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a Force Majeure occurrence.

22.3 Following notification of a Force Majeure event, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such Force Majeure event.

23. ASSIGNMENT

The Agreement or any part of it shall not be assigned or subcontracted without the prior written permission of Company. Any such permitted assignment or subcontracting shall not relieve the Contractor of any of its obligations under this Agreement.

24. GOVERNING LAW & RESOLUTION OF DISPUTES

24.1 The Agreement, including its dispute resolution Clause, shall be construed and take effect in accordance with English law excluding those conflict of law rules and choice of law principles which would deem otherwise. The ruling language of the Agreement shall be English.

24.2 Any dispute, difference, controversy or claim between the Parties arising out of or in connection with the work or the Agreement, whether in tort, under contract or otherwise at law, including, but not limited to, any question regarding the existence or validity of the Agreement or the termination of all or any part of the work or the Agreement (a "Dispute") shall be resolved by means of the following procedure:

- (a) a Dispute shall initially be referred by means of a notice setting out a summary of the legal and factual issues relevant to the Dispute (a "Dispute Notice"). The Dispute Notice shall be served in accordance with Clause 25.2 to the duly authorized Company representative and the duly authorized Contractor representative who shall meet to discuss the Dispute;
- (b) if within fifteen (15) days of receipt of the Dispute Notice agreement on the Dispute has not been reached or if the Company representative and the Contractor representative have failed to meet, the Dispute shall be referred to an appropriate senior executive of each Party who shall meet to discuss the Dispute; and
- (c) if within thirty (30) days of receipt of the Dispute Notice agreement on the Dispute has not been reached or if the appropriate senior executives have failed to meet (including as a result of any failure to identify appropriate senior executives), either Party may refer the Dispute for final resolution by the Dubai International Financial Centre ("DIFC"), Small Claims Tribunal ("DIFC-SCT"), in accordance with the provisions of Clause 24.3.

24.3 Any Dispute shall be subject to the exclusive jurisdiction of the Courts of the DIFC-SCT section of the Dubai International Financial Centre (the "DIFC Courts"). The Parties hereby explicitly agree to submit to the jurisdiction of the DIFC-SCT pursuant to Rules 53.2(3)a and 53.2(3)b of the DIFC Court Rules, whereby the amount of any claims heard by the DIFC-SCT may be up to the amount of AED1,000,000 (United Arab Emirates Dirhams One Million).

24.4 It is a condition precedent to the referral of a Dispute, for resolution by the DIFC Small Claims Tribunal under this Clause 24, that the Party which intends to commence litigation in relation to the Dispute has followed the procedure set out in Clause 24.2.



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24.5 Whilst a Dispute is continuing, the Contractor shall, unless the Company notifies the Contractor otherwise, proceed with the performance and completion of the work and the Parties shall continue to comply with the provisions of the Agreement.

24.6 Failure on the part of Company to exercise or enforce any rights conferred by the Agreement or at law shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

25. MISCELLANEOUS

25.1 The Contractor shall act as an independent contractor with respect to the Agreement and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by Company.

25.2 All notices in respect of the Agreement shall be given in writing and delivered by hand, by fax or by international courier to the addresses specified in the PO, as may be amended if notified in writing. Such notices shall be effective (a) if delivered by hand, at the time of delivery; (b) if sent by fax, on the first working day at the recipient address following sending; or (c) if sent by international courier, 48 hours after the time of posting.

25.3 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Company and the Contractor agree to attempt to substitute, for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

25.4 No provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless otherwise expressly provided herein.

END OF GENERAL TERMS AND CONDITIONS