

OGCI Ltd General Terms and Conditions

1 Definitions

In this Agreement:

“**Affiliates**” means

a. any company or legal entity which (i) Controls either directly or indirectly a Party, or (ii) which is Controlled directly or indirectly by such Party, or (iii) is directly or indirectly Controlled by a company or entity which directly or indirectly Controls such Party. "Control" means the right to exercise fifty percent (50%) or more of the voting rights in the appointment of the directors of such company; and

b. in the case of the Company only, “Affiliates” includes (i) the members of OGCI from time to time and their respective group companies;

“**Agreement**” has the meaning defined in the Form of Agreement;

“**Arising IP**” means any Intellectual Property generated by or pursuant to the performance of the Agreement;

“**Applicable Laws**” means all applicable laws, statutes, secondary legislation, directives, regulations, resolutions, enactments, statutory guidance and codes of practice having the force of civil, criminal or administrative law, common law, a notice, order, judgment, decision, ruling or other requirement from any governmental, administrative or regulatory agency or body or a court, tribunal or other assembly conducting judicial business from time to time in force;

“**Background IP**” means any Intellectual Property owned by, licensed to or controlled by the Contractor and/or any of its Affiliates or later developed or otherwise acquired by the Contractor and/or any of its Affiliates other than through the performance of this Agreement or with the Company generally and excluding any Arising IP;

“**Company**” means the entity identified as such in the Form of Agreement;

“**Contractor Agent**” means any person utilised by the Contractor including its Affiliates and its and their employees, agents, subcontractors, workers, officers, representatives and any substitutes thereof, provided by the Contractor to perform the Services or supply the Products;

“**Contractor**” means the entity identified as such in the Form of Agreement;

“**Contractor Group**” means the Contractor and its Affiliates;

“**Data Protection Legislation**” means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Act 2018, the EU General Data Protection Regulation 2016/679 and the UK GDPR; whereby

“**personal data**” and “**processing**” shall have the meaning set out in the Data Protection Legislation and “**processed**” when used in relation to the processing of Personal Data, shall be construed accordingly;

“**Deliverables**” means any outputs of the Services and any other documents, products (other than the Products) and materials provided by the Contractor to the Company, including any reports and/or documents (whether hard copy or electronic) including all advice, drafts, drawings, pictures, photographs, data, calculations and other similar documents or media produced in connection with or as a result of the Services and any other items specifically identified and as specified in this Agreement and any other documents, products and materials provided by the Contractor to the Company in relation to the Services.

“**Delivery**” means delivery of the Products to the location specified in the Form of Agreement or a SOW, or if no location is specified, to the Company's registered office.

“**End Date**” shall have the meaning set out in the Agreement Term section of the Form of Agreement;

“**Form of Agreement**” means the Form of Agreement executed between the Parties which refers to these General Terms and Conditions;

“**Fees**” means the fees for the supply of the Products and/or the performance of the Services as set out in the Form of Agreement or a SOW;

“**Force Majeure Event**” means any event beyond the reasonable control of the affected Party, including (without limitation) acts of God, fire, flood, earthquake, pandemic or epidemic, war, terrorism, civil unrest, sanctions, embargo, governmental action, labour disputes (other than those involving the affected Party's own employees), failure of third-party utilities or telecommunications, and any other event of a similar nature, but excluding any event caused by the negligence or wilful misconduct of the affected Party or any failure by the affected Party to take reasonable precautions against such event;

“**General Terms and Conditions**” means these General Terms and Conditions for Products and Services;

“**Intellectual Property**” means all inventions (whether patentable or not), patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same, all rights (including rights to prevent use and disclosure) in confidential information (including trade secrets) and all similar or analogous rights throughout the world and all future rights of such nature;

“**Mandatory Requirements**” means each Applicable Law concerning, as the context requires, environmental and/or health and safety and/or security matters;

“OGCI” means the Oil and Gas Climate Initiative, a voluntary, oil and gas industry-led initiative to develop tangible, credible, transparent and integrated contributions to climate change solutions (<http://www.ogci.com>);

“OGCI Policies” means all the Company’s policies including its Code of Conduct, HSSE and Data Protection Policies, copies of which are available on request;

“Personal Data” means personal data that is processed by or on behalf of one of the Parties (and/or its personnel) in connection with this Agreement;

“Products” means the products listed in the Form of Agreement or a SOW and, where the context requires, the Products ordered by and supplied to the Company;

“Recipient” means, where applicable, the third party identified as such in the Form of Agreement to whom the Services are to be provided or for whose benefit the Services are to be performed, and whose rights and obligations under this Agreement are as set out in Clause 27;

“Representative” means a person’s directors, officers, employees, agents, subcontractors, workers, officers, other designated representatives and any substitutes thereof.

“Services” means the services to be provided directly by the Contractor and/or indirectly through one or more Contractor Agents to the Company or any of the Company’s Affiliates or any other person designated by the Company, as detailed in the Form of Agreement in terms of scope, Deliverables, and time frame or in a SOW;

“Specification” means any specification for any Products set out in the Form of Agreement or a SOW;

“Statement of Work” or “SOW” shall mean a statement of work substantially in the same form as contained in Schedule 2 and as detailed or envisaged in the Form of Agreement;

“Third Party IP” means any Intellectual Property owned by a third party (other than the Contractor or its Affiliates);

“UK GDPR” means retained EU law version of the General Data Protection Regulation ((EU) 2016/679); and

In this Agreement, where applicable:

- a. Clause and Schedule headings do not affect the interpretation of this Agreement;
- b. references to Clauses are to clauses of this Agreement;
- c. the Schedules form part of these General Terms and Conditions;
- d. a reference to this Agreement is a reference to this Agreement as may be amended in writing in accordance with its terms;
- e. a reference to a law, regulation, statutory instrument, regulatory form, website, or any similar instrument, shall include any such instrument as revised or replaced;
- f. unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular;
- g. unless the context requires otherwise, a reference to one gender shall include a reference to all genders;

h. a person includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality and including branches, subsidiaries and representative offices) and that person's representatives, successors and permitted assigns;

i. a reference to a Party shall mean a party to this Agreement and shall include that Party's representatives, successors and permitted assigns;

j. a reference to a third-party shall mean any party not a Party to this Agreement;

k. a reference to writing or written includes e-mail and web-form submissions;

l. any words following the terms “including” and “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

m. a reference to “approval” shall require approval in writing;

n. a reference to “agree” and “agreed” shall require agreement in writing; and

o. a reference to “request” shall mean a request in writing.

2 Engagement, terms and provision of Services

2.1 The terms of this Agreement shall automatically apply to any SOW save to the extent they are varied in a SOW.

2.2 The Contractor’s standard terms and conditions do not apply to this Agreement even if contained in any appendix to or Contractor proposal in or attached to this Agreement or a SOW unless expressly stated to the contrary in the Form of Agreement or a SOW.

2.3 The Contractor is engaged as an independent business with the ability to take ownership of the assignment and accept responsibility for proper performance of the agreed Services and/or professional supply of the Products. The Company is not entitled to seek or to exercise any supervision, direction or control over the Contractor or its Representatives in the manner or the performance of the Services and or supply of the Products.

2.4 Consistent with the Company’s overall ambition to reduce greenhouse gas emissions and accelerate transition to a low-carbon future, the Company is committed to managing the environmental impact (including CO2 intensity) of its own operations and the relevant considerations shall be considered, where appropriate, in selecting Contractors and continuing to work with them. The Contractor therefore shall, where requested by the Company, provide details on its carbon footprint and details on how its offsets its carbon emissions.

2.5 The Company reserves the right to carry out a credit check on the Contractor at any time prior to or during the provision of the Services and/or supply of the Products.

2.6 The Company is not obliged to offer contracts to the Contractor nor is the Contractor obliged to accept such contracts if offered. The Contractor is not obliged to make its services available at any time. The Contractor may accept contracts from other principals and perform services for such other principals, provided only that the Contractor complies

with its obligations under this Agreement. Specifically, the Parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Agreement or during any period where no work is undertaken.

2.7 Where the Contractor is an individual or is an organisation providing the Services through a designated individual the Contractor shall be entitled to replace such individual with a substitute provided that (i) the Company is given reasonable notice of the change; and (ii) the substitute is suitably qualified to provide the Services.

3 Contractor warranties and undertakings

3.1 The Contractor shall (and procure that any Contractor Agent shall) at no extra cost to the Company and without prejudice to any warranties implied by law, in providing the Services:

- a. use all proper and reasonable skill, care and diligence and perform the Services to the professional standard that may be reasonably expected of an appropriately qualified and competent contractor experienced in carrying out services of a similar complexity, scope, purpose and size to the Services;
- b. carry out the Services in accordance with good commercial practice and industry standard practices and always comply with all Mandatory Requirements in connection with or in carrying out the Services;
- c. comply with any reasonable and lawful instructions and directions of the Company on any matter connected with the provision of the Services;
- d. comply with OGCI Policies and other Mandatory Requirements to which the Company is subject;
- e. comply with any safety policies, rules and requirements governing the conduct of work and/or provision of services, each in the form applicable at the date of the Services in so far as any of them affect or relate to the Services;
- f. carry out all Services expeditiously including providing any Deliverables by agreed dates;
- g. ensure any equipment provided or otherwise connected with the provision of the Services is safe, fit for use and compliant with Applicable Laws.

3.2 The Contractor shall deliver the Services in accordance with the timetable and to the specifications agreed with the Company. If any part of the Services does not meet the reasonable requirements of the Company, the Company shall notify the Contractor in writing within 30 days of (a) completion of the Services or (b) receipt of any Deliverables related to the Services and provide reasonable detail as to the reasons that the requirements of the Company have not been met.

3.3 Where possible to do so, if Services do not meet the reasonable requirements of the Company, the Contractor shall at the Company's option, either rework the relevant Deliverables within 14 days after receipt of notice from the Company or present the Company with a plan to rework such Deliverables within a period of time that is reasonable under the circumstances. In all events, such reworking shall be at no

additional cost to the Company and without prejudice to such other remedies as are available to the Company.

3.4 The Contractor confirms that it understands the Company is an advocate for policies and regulations that support action and is not a lobbyist. Accordingly, the Contractor acknowledges OGCI's Strategy and Principles and Advocacy and Position Papers as set out on its website www.ogci.com and shall ensure the Deliverables are provided on this basis.

3.5 The Contractor shall ensure that, at no extra cost to the Company and without prejudice to any warranties implied by law:

- a. Products supplied by the Contractor shall:
 - (i) conform to the Specification;
 - (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Contractor;
 - (iii) be free from defects in design, material and workmanship and remain so for at least 12 months after Delivery;
 - (iv) comply with Applicable Laws;
 - (v) comply with OGCI Policies and any reasonable and lawful instructions and directions of the Company;
 - (vi) be properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - (vii) be correctly installed; and
- b. it shall:
 - (i) obtain and maintain in force, all permissions, authorisations, consents and permits needed to manufacture and/or supply the Products in accordance with the terms of this Agreement; and
 - (ii) comply with all Applicable Laws relating to the manufacture, packing, packaging, marking, storage, handling, and Delivery (as applicable) of the Products.

3.6 The Contractor shall deliver Products including any samples or prototypes, in accordance with the timetable and to the Specifications agreed with the Company.

3.7 Risk in Products shall pass to the Company on Delivery or where the Contractor is installing the Products upon their correct installation.

3.8 Title to Products shall pass to the Company on the earlier of payment in full for the Products, or Delivery.

3.9 The Company shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

3.10 The Company may reject any Products delivered to it that do not comply with Clauses 3.5 or 3.6 above. If the Company agrees to allow the Contractor the opportunity to rectify non-compliance and the Contractor fails to make good the Products, such opportunity given shall not be deemed as

the Company waiving its rights of rejection under this Clause 3.10 but shall merely suspend the right for such period as the Company notifies the Contractor has to rectify.

4 Health, Safety, Security and Environment

4.1 The Contractor shall (and shall procure that any Contractor Agent shall) in the performance of any Services ensure the safety of any person affected by the Services and ensure that all Representatives always conduct themselves in a proper, safe and diligent manner.

4.2 Pursuant to its obligations to comply with Mandatory Requirements, the Contractor shall (and shall procure that any Contractor Agent shall) comply with all HSSE laws applicable in the relevant jurisdiction, as well as all applicable industry and governmental HSSE requirements.

4.3 The Contractor shall (and shall procure that any Contractor Agent shall) always maintain a drug and alcohol-free work force while on any Company site or any of the Company's Affiliates' site.

4.4 Where providing Services at any Company site, the Contractor shall always adhere to the Company's HSSE instructions.

5 Suspension of Services

5.1 The Company may, upon notifying the Contractor, suspend the whole or any part of Services. Any oral notice of suspension shall be followed up as soon as practicable with written notice. Any suspension pursuant to this Clause 5.1 shall not invalidate this Agreement.

5.2 The Company shall pay to the Contractor: (i) all reasonable costs committed by the Contractor prior to the date of suspension that cannot reasonably be avoided or mitigated; and (ii) all other reasonable costs incurred by the Contractor with the prior written approval of the Company during any period of suspension. Such costs shall not be payable if the suspension arises because of the Contractor's or any Contractor Agent's negligence, wilful misconduct or material breach of this Agreement.

5.3 If any suspension pursuant to Clause 5.1 continues for a period exceeding 90 consecutive days, the Contractor may, by giving 14 days' written notice to the Company, elect to treat the suspension as a termination for convenience by the Company under Clause 14.1, and the provisions of Clause 14.4 shall apply.

6 Indemnities

6.1 The Contractor shall indemnify the Company and its Affiliates against any and all loss, damage, claim, action, expense or liability (including any reasonable legal and professional fees and expenses) and the cost of any work reasonably required to avoid or mitigate any such loss, damage, claim, action, expense or liability which has been or is reasonably likely to be paid, suffered, sustained or incurred by the Company or any of its Affiliates, including but not limited to in relation to any death, personal injury or damage to property, in each case to the extent permitted by law, resulting from:

a. any act, omission, neglect or default of the Contractor, or any Contractor Agent, arising directly or indirectly out of or in connection with the provision of Products or Services;

b. any breach of one or more of Clauses 9 (Confidentiality), 16.2 (Third Party IP), 17 (Financial Crimes Anti Bribery and Corruption and Modern Slavery), 23 (Data Protection);

c. any and all claims of the Contractor or any Contractor Agent, arising directly or indirectly out of or in connection with any personal injury sustained by the Contractor's or any Contractor Agent's personnel as a result of the negligence or recklessness of the Contractor or any Contractor Agent or if the Contractor or any Contractor Agent has failed to comply with Applicable Laws, the OGCI Policies, or any other Company policy or standard that may have been supplied to such person in connection with the Services; and/or

d. the enforcement by the Company and/or any of its Affiliates of its or their rights under this Clause 6 and any other rights of the Company and/or any of its Affiliates under this Agreement.

6.2 The Contractor's obligations under Clause 6.1 shall be reduced proportionately to the extent that the relevant loss, damage, claim, action, expense or liability was caused or contributed to by any act, omission, neglect or default of the Company or any of the Company's Affiliates or their respective Representatives. The indemnities contained in Clause 6.1 shall, pursuant to Clause 26.3, be enforceable by each Affiliate of the Company in addition to the Company for itself and/or on behalf of the Affiliates or any of them.

6.3 The Company shall indemnify the Contractor and any Contractor Agent on behalf of the Company and any of the Company's Affiliates against any and all loss, damage, claim, action, expense or liability (including any reasonable legal and professional fees and expenses) and the cost of any work reasonably required to avoid or mitigate any such loss, damage, claim, action, expense or liability which has been or is reasonably likely to be paid, suffered, sustained or incurred by the Contractor or any of the Contractor Agents, including in relation to any death, personal injury or damage to property, in each case to the extent permitted by law, resulting from:

a. any act, omission, neglect or default of the Company, arising directly or indirectly out of or in connection with the provision of the Services;

b. any breach of this Agreement; and/or

c. the enforcement by the Contractor and/or any of its Affiliates of its or their rights under this Clause 6 and any other rights of the Contractor and/or any of its Affiliates under this Agreement.

The Company's obligations under this Clause 6.3 shall be reduced proportionately to the extent that the relevant loss, damage, claim, action, expense or liability was caused or contributed to by any act, omission, neglect or default of the Contractor or any of the Contractor's Agents.

7 Limitation

7.1 Subject to Clauses 7.2, 7.3, and 7.4, neither Party nor its Affiliates and their Representatives shall be liable to the other Party or its Affiliates, whether arising under contract, tort (including negligence), strict liability or otherwise, for any

special, incidental, punitive loss or damage, loss of anticipated profits, loss by reason of plant or other facility shutdown, nonoperation or the increased expense of operation, cost of purchased or replacement power, reservoir loss or damage, loss of or damage to or contamination of product, claims of customers, loss of use of capital or revenue, and cost of money, arising at any time from any cause whatsoever arising out of this Agreement and/or the performance hereunder and the performance thereunder, in each case whether direct or indirect, even if caused by its or its Affiliates' or their Representatives' sole, concurrent, active, or passive negligence, strict liability or other legal fault.

7.2 Neither Party may benefit from the limitations and exclusions set out in this Clause 7 in respect of any liability arising from its deliberate default.

7.3 Nothing in this Agreement shall limit the Contractor's liability under Clauses 9 (Confidentiality), 16.2 (Third Party IP), 17 (Financial Crimes Anti Bribery and Corruption and Modern Slavery), 23 (Data Protection).

7.4 Nothing in this Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation.

7.5 Save in the case of fraud and in respect of Clauses 9 (Confidentiality) and 17 (Financial Crime Compliance), the liability of the Contractor under this Agreement shall cease six years from completion of the Services (the "Limitation Date"), provided always that this Clause shall be without prejudice to the rights of the Company in respect of any breach of this Agreement of which the Company has notified the Contractor in reasonable detail in writing prior to the Limitation Date.

7.6 Subject to Clause 7.4, the Contractor's aggregate liability under the indemnities set out in Clause 6 shall be subject to the limitation of liability set out in the Form of Agreement, save in respect of fraud, deliberate default, or liabilities which cannot lawfully be limited.

7.7 A party's total cumulative liability to the other party and, where applicable, the other parties in aggregate, arising out of or related to the performance of the Agreement (including under Clause 6) shall be limited to the greater of (i) two-times fees incurred in respect of all Products and/or Services contained herein, or (ii) the sum set out in the Form of Agreement. A SOW may specify a different limitation of liability applicable to that SOW only, provided that such limitation shall not be less than the total Fees payable under that SOW.

8 Insurance

8.1 The Contractor shall have and maintain in force, for any Services, for a period of at least until the Limitation Date professional indemnity insurance cover with a Standard & Poor's rating of not less than A- (or equivalent from another internationally recognised rating agency) insurer insurance coverage which is consistent with market practice (including professional indemnity insurance and insurance covering third-party liability resulting from any Services and any

damage to any Affiliate of the Company's property) with a limit of indemnity as set out in the Form of Agreement. The Contractor shall provide the Company a certified copy of such insurance on execution of this Agreement and on each anniversary thereof.

8.2 The Contractor shall procure that any Contractor Agent shall obtain, maintain and keep in force for a period of at least the time in which it is engaged in connection with any Services adequate insurance coverage which is consistent with market practice (including professional indemnity insurance and insurance covering third-party liability resulting from any Services and any damage to any Affiliate of the Company's property) with a limit of liability as set out in the Form of Agreement (as may be amended by a SOW applicable to that SOW only from time to time).

8.3 The Contractor shall notify the Company if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

8.4 The Contractor's liabilities under this Agreement shall not be deemed to be released or limited by the Contractor taking out the insurance policies referred to in this Agreement.

9 Confidentiality

9.1 Subject to Clauses 9.3, 9.5, and 9.7 below, unless authorised by the other Party in writing, each Party shall and procure in the case of the Company, any Affiliate, and in the case of the Contractor, any Contractor Agent; and in each case their Representatives shall keep confidential and not disclose at any time to any person or body both before and after the completion of the Services any information concerning the business and affairs of the other Party or its Representatives that either Party obtained as a result of entering into this Agreement or otherwise in connection with or arising from the Services.

9.2 Subject to Clause 9.3, unless authorised by the Company in writing, the Contractor shall (and it procures that its Representatives shall) keep confidential and not disclose at any time to any person or body both before and after the completion of the Services any information relating to or arising out of the Services and/or this Agreement including:

- a. any information (whether marked confidential or not) provided to the Contractor by the Company or its Affiliates ("Company's Confidential Information");
- b. any Deliverables or other information.

9.3 The provisions of Clauses 9.1 and 9.2 shall not apply with respect to information that has become known to the public where this is not attributable to the disclosing Party or any of its Representatives or which was available to the public at the time of receipt, or where disclosure is required by law.

9.4 If so requested by the Company at any time by notice in writing to the Contractor, the Contractor shall take all reasonably practical steps to:

- a. destroy or return to the Company all documents, materials (and any copies) containing, reflecting, incorporating or based on the Company's Confidential Information;

b. erase all Company's Confidential Information from computer and communication systems and devices used by the Contractor or where such Company's Confidential Information is stored in electronic form;

c. to the extent legally and practically possible, erase all the Company's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties;

d. certify in writing to the Company that it has complied with the requirements of this Clause 9.4.

9.5 Nothing in Clause 9.4 shall require either Party to return or destroy any documents and materials containing or based on the other Party's Confidential Information that a Party is required to retain by Applicable Law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by a Party pursuant to this Clause 9.5.

9.6 For the avoidance of any doubt and notwithstanding anything to the contrary:

a. if reasonably necessary for the purposes envisaged in this Agreement, the Company shall be entitled to disclose to its Affiliates all and any such information concerning the business and affairs of the Contractor and any of its Representatives that it obtained as a result of entering into this Agreement or otherwise in connection with or arising from the Services;

b. the Company shall be entitled to disclose any result of the Services, any Deliverable to its Affiliates and third parties.

9.7 If the Contractor and the Company enter into an additional non-disclosure or confidentiality agreement in relation to a specific SOW or with respect to provision of Services by the Contractor in general ("**Additional NDA**"), then the Contractor shall comply with terms of such Additional NDA in addition to the terms of this Agreement. Where there is a conflict between the terms of the Additional NDA and terms of this Agreement, the Contractor shall comply with the terms which afford the greater protection to the Company.

9.8 The Contractor shall not (and it procures that its Representatives shall not) produce or publish any announcements, articles, presentations, pictures or other information or documentation relating to or in any way based upon the Services, the Deliverables nor make reference to the Services or this Agreement or the fact that it has been instructed by the Company in any promotional literature without the Company's prior approval.

9.9 Where a Form of Agreement identifies a Recipient, "Recipient's Confidential Information" means any information concerning the business, operations, assets, facilities, or commercial affairs of the Recipient that is disclosed to or obtained by the Contractor or the Company in connection with the performance of the Services and that is designated as confidential by the Recipient or that a reasonable person would consider to be confidential. Recipient's Confidential Information shall be treated as Confidential Information for

the purposes of this Clause 9, subject to any additional provisions set out in Clause 27.

10 Fees and Invoicing

10.1 In consideration of the performance of the Services and/or provision of Products, the Company shall pay the Fees and any allowable travel expenses (plus applicable Sales Taxes as defined in Clause 12.1) within 60 calendar days of the provision of an itemised invoice to the Company, subject to any cap set out in the Form of Agreement and the Contractor discharging its obligations under this Agreement to the Company's reasonable satisfaction. Any increase in a cap set out in the Form of Agreement shall require the Company's prior approval. The invoices shall be sent electronically to ci.financeogci@ogci.com and shall quote the Agreement number.

10.2 The Fees constitute the full and complete compensation to the Contractor for the performance of Services and/or provision of Products in accordance with the Agreement and shall be deemed to include all the things required to perform and complete the Services and/or provide the Products, including (but not limited to) any and all expenses and any and all required contractor, subcontractor, and other third party costs, any costs associated with provision of any Services and Products, participation in any meetings and any other costs.

10.3 The Fees shall not be altered if the actual number of man-days required for the Contractor personnel and/or Contractor's subcontractor personnel to perform the Agreement exceeds the number of man-days indicated in any of the Contractor's proposals issued to the Company or Contractor's internal estimates.

10.4 For the avoidance of doubt, Fee payments and travel expense reimbursement shall be payable in accordance with this Agreement, regardless of any words such as "immediately payable" and "payable upon signing this Agreement" contained in or any invoice.

10.5 If the Company requests the Contractor to provide additional Products or Services, this shall be formalized in an amendment to this Agreement signed by both Parties.

11 Travel and Expenses

11.1 All travel expenses incurred when Services are provided outside of the Contractor's country of residence requires the approval of the Company prior to any expenses being incurred. The Company shall reimburse the Contractor (on production of such receipts or other evidence as the Company may require) for expenses that have been reasonably and properly incurred by the Contractor in the course of providing the Services as follows:

a. Business Class Air fares for flights with a total scheduled flying time exceeding five hours, when two or three classes of services are available (economy, business and first class); where the total scheduled flying time is five hours or less, the Company will reimburse the Contractor (on production of such receipts or other evidence as the Company may require), economy class air fares;

- b. standard/economy/coach class for rail travel with a total journey of four hours or less, unless business travel provides a more flexible schedule that is more economical, or the total cost is not materially different due to meals; business class rail travel where a total journey time is greater than four hours;
- c. standard hotel room rates; the Contractor will be responsible for cancelling hotel reservations in accordance with the particular hotel's cancellation policy; the Company will not reimburse any "no show" costs incurred;
- d. reasonable costs incurred for taxi journeys where public transport is not a practical option;
- e. reasonable meal costs; alcohol costs will not be reimbursed by the Company;
- f. the Contractor is responsible for ensuring that Applicable Law is followed to be able to provide Services outside of its country of residence as required and prior to such Services being provided, including a valid passport, business visa or visa waiver program, work permit or work visa, and business licence; the Company will reimburse the Contractor for visa services as required for the provision of Services outside of the Contractor's country of residence; the Company will not reimburse the Contractor for any costs incurred for obtaining or renewing a passport;
- g. the amount of any expenses shall be included by the Contractor in an itemised form in its invoices.

11.2 The Fees incurred in the provision of the Services shall be calculated by reference to the Form of Agreement.

11.3 The Contractor shall issue (in its own name) itemised invoices to the Company setting out its calculation of the Fees in accordance with this Agreement, notwithstanding the fact that it may be providing the Services through one or more Contractor Agents.

11.4 If the Company has not paid any invoices by their due date, the Company shall pay the Contractor simple interest on that sum from the relevant final date for payment until the actual date of payment at the rate of 2% per annum above the base rate from time to time of the Bank of England. By entering this Agreement, the Contractor agrees that this provision constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

11.5 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Contractor to the Company against any amount payable by the Company to the Contractor under this Agreement.

11.6 Where delivery of work extends, or is expected to extend, longer than 30 days, then a monthly report should be sent to the Company stating the approximate time and materials spent against each Deliverable within 14 days of the end of each month. Where delivery of work extends, or is expected to extend, longer than 60 days, then the Contractor can provide monthly invoices for work carried out in the previous month.

12 Taxes

12.1 All Fees set out in the Form of Agreement, or a SOW are exclusive of any applicable value added taxes and other similar taxes (hereinafter referred to collectively as "Sales Taxes"). The Company agrees to pay all such Sales Taxes properly invoiced in accordance with the relevant Applicable Law at the time of performing the Services. The Contractor shall indemnify the Company and the Company's Affiliates for itself and for any of the Contractor Agents against any penalties and/or interest charges imposed upon the Company or any of its Affiliates by a competent tax authority arising out of an error or omission by the Contractor or any Contractor Agent in relation to Sales Taxes.

12.2 To the extent permitted by Applicable Law, the Company will not withhold any taxes or make any tax deductions from any fees it pays the Contractor pursuant to this Agreement. It is solely the Contractor's responsibility to file and pay all the above taxes as an employer or self-employed person. The Contractor is also responsible for reporting income paid to any of its employees and making employer contributions to national insurance, social security, workers compensation, unemployment insurance or any similar taxes. If any tax withholding or tax deduction is required by Applicable Law, the Company will pay the Fees to the Contractor net of the required withholding or deduction and shall account for the amount so deducted or withheld to the relevant tax authority.

12.3 The Contractor and any Contractor Agents shall be solely and fully liable for any taxes on the Contractor's or Subcontractors' income or profits imposed by any tax authority. The Contractor and any Subcontractors shall be solely and fully liable for any income tax or national insurance and social security costs relating to any remuneration paid to any Contractor or Subcontractor personnel.

12.4 The Contractor will report all fees received under this Agreement to all income tax authorities that have jurisdiction over the Contractor, and timely file income tax returns and pay applicable income or corporate taxes. Contractor shall indemnify the Company against any tax payments, penalties or interest sought from the Company by any taxing authority relating to any fees paid to Contractor under this Agreement.

13 Assignment and Sub-Contracting

13.1 The Contractor shall not assign, charge or transfer any right or obligation under this Agreement or any part of it without the prior written approval of the Company, such approval to be in the absolute discretion of the Company. For the purposes of this Clause 13.1, a change in effective control of the Contractor shall constitute an assignment. The Contractor will remain fully responsible to the Company for the performance of the Services by any Contractor Agent.

13.2 The Company shall not assign this Agreement to any entity outside the Company's group of Affiliates (excluding members of OGCI from time to time and their respective group companies from Affiliates for these purposes) without the prior written consent of the Contractor (such consent not to be unreasonably withheld or delayed). The Company shall notify the Contractor in writing of any assignment of this

Agreement to an Affiliate within 14 days of such assignment. For the avoidance of doubt, any assignment by the Company to an Affiliate shall not relieve the Company of its obligations under this Agreement unless the Contractor consents in writing to such release.

14 Termination

14.1 The Company may, in its absolute discretion, terminate this Agreement for any reason or no reason, in writing. Where termination is for reasons set out in Clause 14.6 no notice period shall be required. Where termination is for no specific reason, a 30-day notice period shall be required, provided that where the Services consist primarily of consultancy services performed by named individuals, the applicable SOW may provide for a different reasonable notice or wind-down period.

14.2 Save to the extent the Company terminates this Agreement in full then the termination of any SOW shall not constitute the termination of the Agreement.

14.3 If the Company terminates this Agreement, then any SOW in place and still in force shall also be terminated.

14.4 If this Agreement is terminated for whatever reason:

a. the Company shall pay to the Contractor all payments due for Services provided, Products delivered and, following Delivery, Products ordered and due for Delivery within 60 days of notice of termination, in each case that are not the subject of dispute;

b. the Contractor shall (and it procures that any Contractor Agent shall) surrender to the Company all original documents provided by the Company and any other Affiliate and the Deliverables together with all other Company and any other Affiliate property in its/their possession or control.

14.5 If a SOW is terminated for whatever reason:

a. the Company shall pay to the Contractor all arrears of payments due under that SOW that are not the subject of dispute;

b. the Contractor shall (and it procures that any Contractor Agent shall) surrender to the Company all original documents provided by the Company and any other Affiliate and the Deliverables together with all other Company and any other Affiliate property in its/their possession or control in relation to that SOW; and

14.6 If termination of this Agreement is in circumstances where:

a. the Contractor is in breach of this Agreement;

b. the Contractor ceases to carry on business in the normal course;

c. the Contractor enters into liquidation, whether compulsory or voluntary, other than for the purposes of amalgamation or reconstruction;

d. the Contractor compounds with its creditors generally or has a receiver, administrator, administrative receiver, liquidator or manager appointed over all or any of its assets;

e. the Contractor suffers execution distress or becomes unable to pay its debts as they fall due: or

f. the Company, in its absolute discretion, considers the Contractor, having carried out a credit check pursuant to Clause 2.5, a credit risk,

then the Company shall not be obliged to make any further payment to the Contractor until the Company's losses consequent upon such termination have been fully assessed and set off against any such payment.

14.7 The Company has the right (either with or without using resources belonging to the Contractor) to finish any Services being conducted by the Contractor at the date of termination with or without the assistance of a third-party including any Contractor Agent.

14.8 If the Company fails to pay the Fees following completion of the Services to the Company's satisfaction and in accordance with this Agreement, the Contractor may, upon giving 30 calendar days' notice to the Company, terminate this Agreement.

14.9 If the Company commits a material breach of this Agreement (other than a failure to pay, which is addressed in Clause 14.8) and fails to remedy such breach within 30 days of receiving written notice from the Contractor specifying the breach and requiring its remedy, the Contractor may terminate this Agreement by giving written notice to the Company with immediate effect.

14.10 If the term of a SOW goes beyond the End Date, the term of this Agreement shall be extended until the end of the SOW term, provided that (i) no SOW term shall be for a greater period than 6 months beyond the End Date and (ii) no new SOWs shall be entered into under this Agreement after the End Date or the date on which notice is given to terminate this Agreement, whichever is sooner.

14.11 Termination of this Agreement is without prejudice to any other rights or remedies of the Company and shall not prejudice or affect the accrued rights or claims of either Party. The termination of this Agreement shall not affect the continuing operation of those provisions which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination, including Clauses 6 (Indemnities), 7 (Limitation), 8 (Insurance), 9 (Confidentiality), 12 (Taxes), 16 (Intellectual Property), 17 (Financial Crimes), 23 (Data Protection), 25 (Force Majeure) and 26 (Governing Law and Enforcement).

15 Notices

15.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by email to the address specified in the Form of Agreement or in either case to such other address in the United Kingdom as the relevant Party may have notified to the other in accordance with this Clause 15.

15.2 Any notice shall be deemed to have been received on the earlier of signature of a delivery receipt of the hand delivered notice or confirmation by email from the recipient of receipt of the email notice.

15.3 Each Party shall sign or caused to be signed on its behalf a delivery receipt of a hand-delivered notice and ensure

that its personnel and any other potential recipients of hand-delivered mail are aware of the obligation to sign a delivery receipt of a hand-delivered notice and authorised to sign such delivery receipt on behalf of the recipient.

15.4 Each Party shall, promptly on receipt of an email notice, confirm its receipt by return email.

16 Intellectual Property

16.1 All Arising IP which subsists now or at any time in the future shall vest in and be the property of the Company. To the extent that any Arising IP vests in the Contractor by operation of law or otherwise, the Contractor hereby assigns to the Company (by way of present assignment of present and future rights) with full title guarantee all rights in such Arising IP. If it is not possible by operation of law for the Contractor to assign such rights in any territory, the Contractor shall hold such rights on trust for the Company and shall execute such documents as may be necessary to effect the assignment to the Company of all Arising IP and to enable the Company to prove good title to all Arising IP. In the case of registrable rights the Contractor shall, at the request and cost of the Company, execute all documents and do all things which may be necessary for obtaining registered protection in any territories specified by the Company.

16.2 The Contractor shall only use or incorporate any Background IP or any Third Party IP (and/or any embodiment of any of the foregoing) into a Deliverable if (a) it has all rights to do so as necessary for the Contractor to perform this Agreement and for the Company, and any licensee of the Arising IP, to use the Products and Deliverables and exploit the Arising IP, and (b) the Company has been notified in advance and in writing to such use and/or incorporation of Background IP and/or Third Party IP (and/or any embodiment of any of the foregoing) and has not reasonably objected.

16.3 If the Contractor uses and/or incorporates any Background IP and/or Third Party IP (and/or any embodiment of any such right) into a Product or Deliverable, the Contractor shall grant or procure the grant of an irrevocable, perpetual, worldwide, non-exclusive, royalty free licence (including the right to sub-licence) under that Background IP and/or Third Party IP (as appropriate) to the Company in order that the Company and any licensees may exercise their rights to own and use the Products and any Deliverables and Arising IP.

16.4 Notwithstanding Clause 16.1, the Contractor shall retain ownership of all methodologies, know-how, techniques, processes and skills of a general nature developed or used in the course of providing the Services, provided that the Company shall have a perpetual, irrevocable, royalty-free licence to use the same insofar as embedded in or necessary for the use of the Deliverables.

16.5 Each SOW shall, to the extent reasonably practicable, identify: (a) the Arising IP expected to be generated in the performance of the Services under that SOW; and (b) any Background IP that the Contractor anticipates using or incorporating into the Deliverables. In the event of a dispute as to whether any Intellectual Property constitutes Arising IP or falls within the scope of Clause 16.4, the Parties shall seek to resolve the dispute in accordance with Clause 26.4 and,

pending such resolution, the Company shall have a licence to use the disputed Intellectual Property on the terms set out in Clause 16.3 (and any dispute not resolved under Clause 26.4 shall be resolved in accordance with Clauses 26.5 and **Error! Reference source not found.**).

17 Financial Crimes Laws Compliance, Anti Bribery, Corruption, and Modern Slavery

17.1 The Contractor must and must procure that any of its associates comply with the United Kingdom Bribery Act 2010 and Criminal Finances Act 2017, the United States of America Foreign Corrupt Practices Act 1977, and any other anti-bribery, corruption, fraud or money laundering laws, regulations or orders applicable to the Contractor's performance of this Agreement (together "Financial Crime Laws").

17.2 In connection with this Agreement the Contractor must not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the United Kingdom Bribery Act 2010 or sections 45 or 46 of the United Kingdom Criminal Finances Act 2017.

17.3 The Contractor warrants that it operates its business to high ethical standards and that it has implemented effective and appropriate policies, procedures, personnel and supplier training and internal controls and reporting mechanisms intended to prevent bribery, corruption, tax evasion facilitation, money laundering and fraud and enforces them.

17.4 The Contractor warrants that it will not engage in conduct that would breach Financial Crime Laws, including improper dealings with public officials, and will notify the Company if it becomes aware of any relevant risk.

17.5 Where the Contractor is required to produce a modern slavery statement pursuant to Section 54 of the Modern Slavery Act 2015, the Contractor shall provide a copy of its most recent modern slavery statement to the Company on execution of this Agreement and on each anniversary thereof. Where the Contractor is not required to produce such a statement, the Contractor shall, upon request, provide the Company with a written summary of the steps it has taken to ensure that slavery and human trafficking are not taking place in its business or supply chains.

18 Breach Notification

18.1 To the extent permitted by law, the Contractor shall promptly notify and report to the Company if at any time the Contractor receives any request or demand for any bribe or any other undue financial or other advantage of any kind, or any request or demand to facilitate another person's tax evasion, in connection with the performance of this Agreement.

18.2 To the extent permitted by law the Contractor, shall promptly notify and report to the Company if it becomes aware or reasonably believes that it or any of the Contractor personnel has breached any Financial Crime Laws in connection with this Agreement. As soon as reasonably practicable after any such breach or suspected breach the Contractor must provide the Company with reasonable detail (including information about what steps are being taken to remedy the situation or prevent reoccurrence) and take all

appropriate steps (including any reasonable requests from the Company) to remedy the breach and comply with the Financial Crime Laws in all respects. The Contractor shall keep the Company informed of the status of the breach.

19 Subcontractor

19.1 The Contractor warrants that it has conducted adequate due diligence on its Contractor Agents in relation to their Financial Crime Laws compliance obligations.

19.2 The Contractor warrants that it has in place written contracts with its Contractor Agents which require its Contractor Agents to comply with terms at least equivalent to the compliance obligations of this Agreement and that it requires all its Contractor Agents to co-operate with any audit or investigation by the Contractor's auditors into their compliance with such terms.

20 Agents and Intermediaries

20.1 The Contractor warrants that, in connection with the Contractor's prequalification, shortlisting for, or award of, this Agreement, the Contractor has not and shall not use:

- a. the services of an agent or intermediary; or
- b. made or offered to make and shall not make any payment or transfer of anything of value directly or indirectly to any agent or intermediary.

21 Certificate of Compliance

21.1 During the term of this Agreement, where requested by the Company, the Contractor must provide the Company with a written certificate of compliance in the form attached in Schedule 1 (the "Certificate of Compliance"). The Certificate of Compliance must confirm that, as of the date of the relevant Certificate of Compliance, the Contractor and the Contractor Group have since the effective date of this Agreement complied with the Financial Crime Laws in their performance of this Agreement. The Certificate of Compliance must be signed by a duly authorised director of the Contractor who has had direct involvement with or oversight of the performance of the Contractor's obligations under this Agreement.

22 Product Specific Terms

22.1 The Contractor warrants that:

- a. It prohibits the use and procures the prohibition by Contractor Agents of forced, trafficked and child labour in its supply chain;
- b. it has in place policies and procedures to:
 - (i) ensure forced and trafficked labour is not taking in place in the supply chain;
 - (ii) ensure that persons working within the supply chain are paid a fair or minimum wage pursuant to Applicable Laws.

23 Data Protection

23.1 The Parties do not anticipate that any Personal Data will be processed in relation to this Agreement other than limited Personal Data (including business contact details). To the extent that any Personal Data is processed, each Party shall act

as an independent controller and comply with its obligations under the Data Protection Legislation. The Parties acknowledge that nothing in this Clause 23.1 purports to appoint either Party as a processor of such Personal Data.

23.2 Where a SOW identifies that the Contractor will process Personal Data on behalf of the Company as a data processor, the Parties shall, prior to the commencement of such processing, enter into a data processing agreement that complies with Article 28 of the UK GDPR, substantially in such form as the Company may reasonably require.

23.3 Each Party shall promptly notify the other Party if it becomes aware of any actual or suspected personal data breach (as defined in the Data Protection Legislation) affecting Personal Data processed in connection with this Agreement. Such notification shall include, to the extent known, the nature of the breach, the categories and approximate number of data subjects affected, and the measures taken or proposed to address the breach.

23.4 Each Party shall implement appropriate technical and organisational measures to protect Personal Data processed in connection with this Agreement against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

24 Miscellaneous

24.1 This Agreement constitutes the entire agreement between the Parties for Products and/or Services and supersedes all previous agreements, proposals, correspondence, negotiations, assurances, and discussions in connection with those Products and/or Services, provided that neither Party is attempting to exclude any liability for fraudulent misrepresentation. No conflicting or additional terms or conditions endorsed on, delivered with or contained in any Contractor quotation, acknowledgment, invoice or other document shall form part of this Agreement and all such conflicting or additional terms and conditions are hereby rejected by the Company.

24.2 The Parties agree that neither of them has been induced to enter into this Agreement by any representation, warranty or undertaking, and that any pre-contractual representations and warranties, whether made orally or in writing, are of no effect unless expressly incorporated into this Agreement.

24.3 If any provision of this Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any enactment or rule of law, such provision or part will be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

24.4 No failure of a Party to exercise, and no delay by it in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver of such rights, nor shall any single or partial exercise of any rights preclude any further exercise of such right or other right.

24.5 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency agreement between the Parties hereto.

24.6 This Agreement is a contract for the provision of products and/or services, and nothing contained in this Agreement hereunder shall be construed or have effect as constituting any relationship of employer and employee or worker, or partners, between the Company and the Contractor, Contractor Agent, or any other person. The Contractor, Contractor Agent, and all of their Representatives, are not eligible to receive any benefits offered by the Company to its employees including health insurance benefits, retirement savings or pension, profit sharing, incentive compensation, bonus, workers' compensation insurance benefits, unemployment insurance benefits, paid time-off or any other benefits.

24.7 During the term of this Agreement and for one year following the termination or expiry of this Agreement, neither Party shall, directly or indirectly: (a) solicit, induce or encourage any person who is (or was during the terms of the Agreement) an employee, agent, or independent sales representative of the other Party to terminate their relationship with the other Party, or (b) employ or cause to be employed any such person in any business in which such Party may be financially interested or employed, provided that the restrictions in this Clause 24.7 shall not apply to general solicitations not targeted specifically at the other Party's personnel.

24.8 During the term of this Agreement the Contractor shall not, without the advanced approval of the Managing Director of the Company, hold itself out as in any way authorised to bind the Company. In particular, the Contractor shall not pledge the credit, endorsement or support of the Company nor sign any documents, enter into any agreements nor make any promises on behalf of the Company unless the Contractor has been expressly authorised by the Company.

24.9 The Parties acknowledge and agree that nothing in this Agreement, the OGCI Policies, the Contractor's implementation, monitoring, or auditing of such OGCI Policies, or the relationship of the Parties, shall in any way be construed to mean or imply that the Company has any operational control of the Contractor or any Contractor Agent, or the Company has any responsibility for any act or omission by the Contractor or any Contractor Agent, including in respect of any HSSE matters relating to the Contractor or any Contractor Agent.

25 Force Majeure

25.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event, provided that the affected Party:

- a. promptly notifies the other Party in writing of the nature and expected duration of the Force Majeure Event;
- b. uses all reasonable endeavours to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable; and
- c. resumes performance of its obligations promptly upon the Force Majeure Event ceasing to prevent such performance.

25.2 If the Force Majeure Event continues for a period of more than 90 consecutive days, either Party may terminate this Agreement (or any affected SOW) by giving 30 days' written notice to the other Party. In such event, the Company shall pay the Contractor for all Services performed and Products delivered up to the date of termination that are not the subject of dispute.

26 Governing Law and Enforcement

26.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by statute or in equity or otherwise in law.

26.2 Without prejudice to any other rights or remedies that the Company may have, the Contractor acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement by the Contractor. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

26.3 The Contracts (Rights of Third Parties) Act 1999 shall not have any application to this Agreement apart from in respect of any Affiliate of the Company that has suffered direct loss as a result of the Contractor's breach, which shall have rights to enforce all the same rights as those conferred on the Company by this Agreement, but any such Affiliate's consent to vary or rescind this Agreement is not required and provided that there shall be no double recovery in respect of any single loss and the aggregate recovery by the Company and all its Affiliates under or in connection with this Agreement shall not exceed the limitation of liability set out in the Form of Agreement (save as provided in Clauses 7.2, 7.3, and 7.4). Where Clause 27 applies and a Recipient has been identified in the Form of Agreement, the Recipient shall have such rights of enforcement as are expressly provided in Clause 27.

26.4 Any dispute between the Contractor and the Company in connection with or arising out of the Agreement or the Services shall be resolved by the Contractor's and Company's representatives who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement. In the absence of any agreement being reached on a particular dispute within 60 days from the time such dispute had been notified by one Party to the other, either Party may seek to settle the dispute in accordance with Clauses 26.5.

26.5 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The arbitration shall be held in English and have its seat in London. Nothing in this Clause shall prevent any Party from seeking interim or injunctive relief from the courts of England and Wales.

26.6 To the extent that any enforcement proceedings are brought in a court of any US jurisdiction, to the fullest extent

permitted by law, each party hereby irrevocably waives all applicable rights to any trial by jury, in any such proceedings.

27 Third Party Recipients

27.1 This Clause 27 shall apply only where a Recipient has been identified in the Form of Agreement. Where no Recipient has been identified, this Clause 27 shall have no effect and the Agreement shall be construed as a bilateral agreement between the Company and the Contractor.

27.2 Where this Clause 27 applies, the Parties acknowledge that the Agreement constitutes a tripartite arrangement under which: (a) the Company engages and pays the Contractor for the provision of the Services; (b) the Contractor provides the Services; and (c) the Recipient is the beneficiary of and, where applicable, cooperates in the provision of such Services.

27.3 All Fees and expenses payable to the Contractor shall remain the sole responsibility of the Company, unless the Form of Agreement expressly provides otherwise.

27.4 The Recipient acknowledges and agrees to be bound by these General Terms and Conditions to the extent set out in this Clause 27.

Recipient Cooperation

27.5 The Recipient shall, at its own cost and to the extent reasonably required for the performance of the Services: (a) provide the Contractor and any Contractor Agent with safe and timely access to the Recipient facilities, as necessary to provide the Services; (b) provide such operational data, technical information, and documentation as the Contractor may reasonably require; (c) make available suitably qualified personnel to liaise with and assist the Contractor; and (d) comply with the health, safety, security, and environmental requirements set out in Clause 4 insofar as the Contractor and any Contractor Agent are present at the Recipient's facilities.

27.6 The Recipient shall designate a representative to act as the primary point of contact for the Contractor in relation to the Services. The Company shall designate a representative to coordinate the overall programme and to act as the primary point of contact for contractual and commercial matters.

Deliverables

27.7 The Contractor shall provide the Deliverables to the Recipient, unless otherwise specified in the Form of Agreement or a SOW.

27.8 The Recipient shall have the same rights as the Company under Clause 3.5 to notify the Contractor if any part of the Services does not meet the Recipient's reasonable requirements, and the provisions of Clause 3.6 shall apply accordingly. The Recipient shall have no right to withhold or direct payment of Fees and shall have no authority to vary the commercial terms of this Agreement.

Recipient's Confidential Information

27.9 Nothing in this Agreement permits or requires the sharing of the Recipient's Confidential Information between signatories to the OGDC.

27.10 In addition to and without prejudice to the confidentiality obligations set out in Clause 9, the Contractor shall (and shall procure that any Contractor Agent shall) keep confidential all Recipient's Confidential Information and shall not disclose any Recipient's Confidential Information to any person other than (a) the Company, strictly to the extent necessary for the administration of this Agreement, or (b) the Recipient.

27.11 The Company's right under Clause 9.6b. to disclose any result of the Services or any Deliverable to its Affiliates and third parties shall not apply to any Recipient's Confidential Information contained in such results or Deliverables, except in aggregated or anonymised form such that the Recipient and its assets cannot reasonably be identified.

27.12 The Contractor shall implement appropriate technical and organisational measures to protect the Recipient's Confidential Information, including ensuring that such information is stored securely and separately from other client data, and that access is restricted to those personnel who have a need to know for the purposes of performing the Services.

27.13 Upon completion or termination of the Services (or earlier, if requested by the Recipient), the Contractor shall return or destroy all Recipient's Confidential Information in its possession or control in accordance with Clause 9.4, and shall provide written certification to both the Company and the Recipient that it has done so.

27.14 The Recipient shall keep confidential and not disclose to any person any information concerning the business and affairs of the Company or the Contractor that the Recipient obtains as a result of entering into or performing this Agreement, subject to the same exceptions as apply under Clause 9.3.

Intellectual Property

27.15 The provisions of Clause 16 shall apply, provided that the Company hereby grants to the Recipient a non-exclusive, perpetual, irrevocable, royalty-free licence to use the Arising IP and the Deliverables for the Recipient's internal purposes. The licence granted under this Clause 27.15 shall not entitle the Recipient to sub-license, sell, or otherwise commercially exploit the Arising IP, save with the prior written consent of the Company.

Indemnities and Liability

27.16 The indemnities given by the Contractor to the Company under Clause 6.1 shall extend to the Recipient and its affiliates to the same extent as they apply to the Company and its Affiliates, and references in Clause 6.1 to "the Company" shall be construed accordingly. The aggregate liability of the Contractor to the Company, its Affiliates, and the Recipient shall in no event exceed the limitation of liability set out in Clause 7.

27.17 The Recipient shall indemnify the Contractor and the Company against any and all loss, damage, claim, action, expense, or liability (including any reasonable legal and professional fees and expenses) arising from: (a) any act, omission, neglect, or default of the Recipient or its Representatives in connection with this Agreement; or (b) any inaccuracy in information or data provided by the Recipient to the Contractor or the Company for the purposes of the Services, save in each case to the extent caused or contributed to by the negligence or default of the Contractor or the Company.

Data Protection

27.18 To the extent that any Personal Data of the Recipient's personnel is processed in connection with this Agreement, the provisions of Clause 23 shall apply to the Recipient as they apply to the Company.

Notices

27.19 Any notice to be given to the Recipient under this Agreement shall be delivered to the address specified in the Form of Agreement.

Governing Law

27.20 The Recipient agrees to be bound by the governing law and jurisdiction provisions set out in Clauses 26.5 and **Error! Reference source not found..**

General

27.21 Where this Clause 27 applies, this Agreement may not be amended except by written agreement signed by all Parties including the Recipient.

27.22 In the event of any conflict between this Clause 27 and any other provision of these General Terms and Conditions, this Clause 27 shall prevail to the extent necessary to give effect to the tripartite arrangement.

27.23 Nothing in this Clause 27 shall create any partnership, joint venture, agency or fiduciary relationship between the Company and the Recipient.

**Schedule 1
Certificate of Compliance**

[On Contractor headed paper]

Managing Director
OGCI Ltd

[DATE]

Certificate of Compliance for Calendar Year [20.].

We refer to the Agreement between OGCI Ltd and us dated [. . .] (the “**Agreement**”) with Contract Number [. . .]. Terms defined in the Agreement have the same meanings when used in this certificate unless otherwise stated.

I confirm on behalf of the Contractor and Contractor Group that, since the effective date of the Agreement, including in the 12 months period immediately preceding the date of this Certificate, the Contractor in connection with its performance of the Agreement has complied with the Financial Crime Laws and compliance requirements set out in the Agreement.

This certificate is issued by the duly authorised representative of the Contractor after having made due enquiry as to the above, but without personal liability on the part of such authorised representative.

Yours sincerely,

Name and Title: [. . . .]

[Director/Officer] being a duly authorised representative for and on behalf of [NAME OF CONTRACTOR LEGAL ENTITY HERE].

Schedule 2
Statement of Work
Statement of Work (SOW) # OC[]
Contract Number: []

OGCI Ltd, a company registered in England and Wales, registration number 16575591 and having its registered office at 5th floor, 25 Argyll Street, London W1F 7TS (the “**Company**”), and [**Contractor Legal Name**], a [] registered in [], registration number [] and having its registered office at [] (the “**Contractor**”).

The Company and the Contractor entered into an agreement with Contract Number: [] with effective date: [] pursuant to which this SOW is entered into and forms part of.

Scope of Services:

The Contractor shall provide the following Services under this SOW:

[insert details]

Any change to the scope, Deliverables, timetable or Fees set out in this SOW shall be agreed in writing by both Parties by means of a written change order signed by authorised representatives of each Party. No change shall be effective until so agreed. Each change order shall specify the nature of the change, any impact on the Fees and timetable, and any consequential amendments to other terms of this SOW.

Deliverables:

[Insert details]

SOW Term:

The SOW shall be effective from [Insert date] and shall terminate on [Insert date] unless terminated earlier in accordance with the termination provisions set out in the Agreement.

Timeframe for Provision of Services:

[insert details]

Price / Fees:

The fees applicable to the Services under this SOW (collectively “**Fee**”) shall be calculated in accordance with the following fee structure:

[Insert details]

[OR – for lump sum]

The lump sum (fixed) fee for the performance of Services under this SOW shall be [] (“**Fee**”).

The Contractor shall invoice the lump sum (fixed) fee in accordance with the following schedule:

Milestone	The % of the Fee that can be invoiced

Special Terms and Conditions Relating to this SOW:

None.

Signatures:

For and on behalf of OGCI Ltd (Company)	For and on behalf of: [Contractor Legal Entity] (Contractor)
Name: X	Name: X
Title: X	Title: X

For and on behalf of [Recipient Legal Entity] (Recipient)
Name: X
Title: X