

GENERAL INFORMATION

The CONTRACTOR Reference associated with this SERVICE ORDER is **XX**.

This reference is included only insofar as it relates to the price and supply of the WORK commenced under this SERVICE ORDER. The terms and conditions referenced below shall govern the supply of Services/ Rental Equipment and the CONTRACTOR reference shall in no way supersede these terms.

ENQUEST HEATHER LIMITED - SERVICE ORDER TERMS AND CONDITIONS

The COMPANY (named above) wishes that certain WORK shall be carried out and the CONTRACTOR (named above) wishes to carry out the WORK in accordance with the terms of this SERVICE ORDER. Such WORK shall be provided in accordance with LOGIC General Conditions of Contract for Services (On and Offshore) – Edition 4 – February 2019 (copies of which are deemed to be in the possession of both the COMPANY and the CONTRACTOR - <http://www.logic-oil.com/standard-contracts/documents>), in conjunction with the following special conditions. The terms shall be read as one document. In the event of ambiguity or contradiction between the General Conditions of Contract and the Special Conditions the Special Conditions shall take precedence over the General Conditions of Contract.

1 DEFINITIONS

“COMPANY REPRESENTATIVE” – delete “referred to in Clause 3” and replace with “referred to in the SERVICE ORDER”.

“CONTRACT” – delete definition in its entirety and replace with the following – “SERVICE ORDER” shall mean the contract formed by the acceptance of this SERVICE ORDER, including the abovementioned General Conditions of Contract for Services as amended by the special conditions referred to in this SERVICE ORDER. Any references to “CONTRACT” within the General Conditions of Contract shall be deemed to be replaced with “SERVICE ORDER”.

“CONTRACT PRICE” - delete definition in its entirety and replace with the following – “SERVICE ORDER PRICE” shall mean the price for the WORK as set out in the SERVICE ORDER. Any references to “CONTRACT PRICE” within the General Conditions of Contract shall be deemed to be replaced with “SERVICE ORDER PRICE”.

“CONTRACTOR GROUP” – Line 1, after “its subcontractors” insert “of any tier”.

“CONTRACTOR GROUP” – Line 2 after “directors” insert “agents, invitees”.

“CONTRACTOR GROUP” - Line 5, after “WORK” insert “onshore or”.

“CONTRACTOR GROUP” - Line 5, after “wellsite” insert “or at any fabrication yard or construction site”.

“CONTRACTOR REPRESENTATIVE” – delete “referred to in Clause 3” and replace with “referred to in the SERVICE ORDER”.

“SUBCONTRACT” -Line 2 after “party” insert “and between that party and their SUBCONTRACTORS of any tier”.

Insert new Clause 1. as follows: “WILFUL MISCONDUCT” means an intentional or reckless disregard by a director, officer or employee (including agency personnel) of a party of good oilfield practice or any of the terms of this SERVICE ORDER in utter disregard of avoidable and harmful consequences.

3 COMPANY AND CONTRACTOR REPRESENTATIVE

- 3.1(a) Line 2, delete "Appendix 1 to Section I – Form of Agreement" and replace with "shall be intimated to the other Party as soon as reasonably possible following the date of the SERVICE ORDER".
- 3.2(b) Line 2, after "shall" insert "be notified to the CONTRACTOR in writing and".
- 3.3(b) Line 2 after "prior" insert "written".
- 3.3(c) Line 2 after "prior" insert "written".

5 OFFSHORE TRANSPORTATION

- 5.1 Line 4, delete "as specified in Appendix 1 to Section I – Form of Agreement" and replace with " the COMPANY designated heliport being Dyce, Aberdeen and the COMPANY designated supply base being Peterhead.

6 CONTRACTOR TO INFORM ITSELF

- 6.1 Line 4, delete "Section III – Remuneration" and replace with "the SERVICE ORDER".

7 CONTRACTOR TO INFORM COMPANY / COMPANY TO INFORM CONTRACTOR

- 7.1 Line 1 after "notify" insert "in writing".

Line 5, replace "show" with "justify with supporting documentation to the COMPANY's satisfaction".
- 7.2 Line 1, delete "requirements of Section V – Health, Safety and Environment and".

Line 2 after "notify" insert "in writing".

Line 4 after "notify" insert "in writing".

At the end of the first sentence insert - "The CONTRACTOR shall allow the COMPANY to participate in any investigation into such accidents and if requested shall provide a full copy of any accident report and / or any investigation report to the COMPANY as soon as such reports become available."
- 7.3 Line 1 after "notify" insert "in writing"

At the end of the first paragraph insert:

"including, but not limited to, any disputes between the CONTRACTOR and its SUBCONTRACTORS."
- 7.4 Line 1, after "without" insert "undue".

8 ASSIGNMENT AND SUBCONTRACTING

- 8.2(b) Paragraph 1, add the following new sentence at the end of the sub-clause, "Any such review by the COMPANY or entry into a SUBCONTRACT shall not relieve the CONTRACTOR from its obligations or liabilities under the SERVICE ORDER."
- 8.2(e) Insert new Clause 8.2(e) as follows: - The CONTRACTOR shall ensure that any SUBCONTRACT entered into by the CONTRACTOR shall contain as a minimum, provisions the same, mutatis mutandi, as those contained in Clauses 10, 13, 16, 17, 19, 21, 22, 24, 25, 26, 27 and 32 of this SERVICE ORDER. Any failure by the CONTRACTOR to negotiate like

terms within any such SUBCONTRACT shall not `rediminish, relinquish nor reduce any liability or obligation which the CONTRACTOR has to the COMPANY under the SERVICE ORDER”.

9 CONTRACTOR PERSONNEL

9.2 In line 1 after “WORK” insert “including, but not limited to, employees of the CONTRACTOR, SUBCONTRACTORS of any tier including agency personnel,”

9.7 Delete in full and replace with the following:

"The CONTRACTOR shall be responsible for and shall ensure that, prior to being engaged in the performance of the WORK, all personnel engaged by the CONTRACTOR and any SUBCONTRACTOR in relation to the performance of the WORK comply with all applicable laws including, without limitation, immigration laws and that all such personnel have an entitlement to work in the United Kingdom for the duration of the SERVICE ORDER. At the request of the COMPANY evidence of an individual's entitlement to work in the United Kingdom shall be immediately provided by the CONTRACTOR to the COMPANY.

The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against any loss including, without limitation, fines, penalties, charges, costs (including legal costs) and expenses incurred by the COMPANY GROUP in connection with the CONTRACTOR'S failure to comply with its obligations pursuant to this Clause 9.7.

This clause will survive the expiry or earlier termination of the SERVICE ORDER.”

9.9 Insert new Clause 9.9 as follows:

"The CONTRACTOR warrants that all personnel engaged by it to perform the WORK or any part or parts thereof shall in no circumstances nor for any purpose be deemed to be employees or workers of the COMPANY and the CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY GROUP against all claims, losses, damages, costs (including legal costs) and expenses whatsoever resulting from or in any way connected with the employment or worker status of those personnel and all benefits and rights adhering thereto including, without prejudice the foregoing generality, claims for wages, salary, holiday pay, unfair dismissal, notice or payment in lieu of notice and redundancy payments. Nothing in this SERVICE ORDER shall constitute the relationship of master and servant or employer and employee between the COMPANY and said personnel. The parties agree that there is no mutuality of obligations whatsoever between the COMPANY and said personnel in respect of all or any part or parts of the WORK under this SERVICE ORDER or during any period when the WORK is so performed."

9.10 Insert new Clause 9.10 as follows:

“The PARTIES acknowledge there may be a “relevant transfer” of an undertaking or part of one (a “Relevant Transfer”) as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 (“TUPE”) on the commencement, variation and/or termination of this Agreement, and agree to deal with the risks and/or consequences thereof as follows:

9.10.1 If there is a Relevant Transfer on the commencement of this SERVICE ORDER, the PARTIES agree, as between themselves, that the CONTRACTOR shall be wholly responsible for and liable accordingly for continuing any contracts of employment, collective agreements and/or trade union recognition agreements which transfer under TUPE. Accordingly, the CONTRACTOR agrees with the COMPANY that the CONTRACTOR shall fully and properly discharge the obligations of transferee under TUPE on the commencement of this SERVICE ORDER and thereafter as appropriate.

9.10.2 If, subsequent to the commencement of the SERVICE ORDER, there is or may (in the reasonable opinion of the COMPANY) be a Relevant Transfer as a result of any variation or the termination of this SERVICE ORDER the PARTIES agree as between themselves that the CONTRACTOR will be wholly responsible for and liable accordingly for discharging all the obligations of a transferor under TUPE and the PARTIES shall give effect to the provisions of TUPE in respect of the Staff (being all those persons employed by the CONTRACTOR, who are wholly or substantially engaged in the provision of the WORK upon expiry or notification of termination of the SERVICE ORDER or a CALL OFF ORDER). The CONTRACTOR shall, within 14 (fourteen) days of receiving such a request from the COMPANY provide to COMPANY all information as the COMPANY may reasonably require concerning the Staff which shall include but not be limited to information about the Staff's age, length of service, pay, benefits, redundancy entitlements, contractual terms and any claims or prospective claims by them against the CONTRACTOR. The COMPANY shall be entitled to use and/or disclose the said information in confidence in connection with any tendering for any replacement service provider.

9.10.3 If COMPANY gives notice to CONTRACTOR instructing a change of service provider for all or any part of the WORK within the CONTRACT and/or within 30 days of the expiration of the CONTRACT, the CONTRACTOR agrees that it shall not without the prior written consent of the COMPANY:

- I. replace any of the personnel who are assigned to the WORK and/or the CONTRACT;
- II. deploy any other person to perform the WORK (or the relevant part);
- III. increase the number of employees or terminate or give notice to terminate the employment or contracts of any personnel assigned to the WORK and/or the CONTRACT;
- IV. make, propose or permit any changes to the terms and conditions of employment of any employees who are assigned to the WORK and/ or the CONTRACT;
- V. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any assigned personnel to the WORK and/or the CONTRACT.

The CONTRACTOR will promptly notify the COMPANY of any notice to terminate employment received from any personnel who are assigned to the WORK and/ or the CONTRACT regardless of when such notice takes effect.

9.10.4 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY (both for itself and any replacement contractor) against all claims, losses, damages, costs (including legal costs) expenses and liabilities that may be incurred by the COMPANY (and/or the replacement contractor in relation to sub-clauses (b)-(e) below) in connection with or as a result of:

- (a) Any claims which may be brought against the COMPANY by any person(s) who were engaged in the provision of any work before the date of the CONTRACT, which work now comprises is or is equivalent to all or part of the WORK, where TUPE is held to apply to the arrangements facilitating the change in provider, to the CONTRACTOR, of the WORK;
- (b) The CONTRACTOR's failure to provide to the COMPANY personnel information or any inaccuracy in the personnel information supplied by the CONTRACTOR where such obligations arise under this Clause 9 and/or pursuant to TUPE;
- (c) Any claim or demand by any of the CONTRACTOR's personnel or a trade union or other body or person representing any of the CONTRACTOR's personnel (whether in contract, tort,

under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the CONTRACTOR on or before the TUPE handover date;

- (d) Any failure by the CONTRACTOR to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE; and
- (e) A claim by any person who transfers or alleges that they have been transferred to the COMPANY or the replacement contractor but whose name is not included in any list of employees set out in the personnel information as provided by the CONTRACTOR to the COMPANY.”

10 EXAMINATION AND DEFECTS CORRECTION

10.2(a) Line 2, after “CONTRACT” delete the remaining clause and insert “the WORK will conform to specification and where no specification is included within the SERVICE ORDER the WORK will be fit for its intended purpose and will be free from defects.”

10.2(b) Paragraph 1, line 3, delete “specified in Appendix 1 to Section I – Form of Agreement” and replace with “which shall be twenty-four (24) months commencing at the date at which the WORK or the relevant part of the WORK was completed.”

Paragraph 2, line 4, delete “specified in Appendix 1 to Section I – Form of Agreement” and replace with “of twenty-four (24) months”.

12 FORCE MAJEURE

12.6 Insert New Clause 12.6:

“Notwithstanding the above, the COMPANY shall be entitled to terminate the SERVICE ORDER if the force majeure occurrence delays the WORK for a period of ninety (90) days.”

13 SUSPENSION

13.2(b) After “by the COMPANY” insert “and shall use all reasonable endeavours to minimise costs and expenditure during suspension.”

13.4 Line 2, delete “Section III – Remuneration” and replace with “the SERVICE ORDER”.

13.8 Line 2, delete “the period stated in Appendix 1 to Section I – Form of Agreement” and replace with “a period of thirty (30) days”.

Line 2 after “serve a” insert “written”

Line 5 after “further” insert “written”

14 TERMS OF PAYMENT

14.1 Line 1 after “the COMPANY” insert “or any of its AFFILIATES”

Line 2, delete “Section III – Remuneration” and line 3, delete “Section III” and replace both with “the SERVICE ORDER”.

14.2 Line 3, delete “Section III – Remuneration” and replace with “the SERVICE ORDER”.

14.3 Paragraph 2, line 2 delete “after the time specified in Appendix 1 to Section I – Form of Agreement” and replace with sixty (60) days”.

Paragraph 2, line 3 after “the COMPANY” insert “or any of its AFFILIATES”

- 14.4 Delete Clause 14.4 in its entirety and replace with “Value Added Tax shall be added to the SERVICE ORDER PRICE as appropriate. To the extent that payments to be made under the SERVICE ORDER attract Value Added Tax, such Value Added Tax shall be payable by the COMPANY to the CONTRACTOR where the CONTRACTOR is required to account to the tax authority for such Value Added Tax and by the COMPANY to the tax authority where the COMPANY is required to account for such Value Added Tax. Where appropriate, the CONTRACTOR shall issue to the COMPANY a proper Value Added Tax invoice, which shall detail the proper amount of such Value Added Tax payable by the COMPANY to the CONTRACTOR.”
- 14.5 Delete it its entirety and replace with “Each invoice shall quote the SERVICE ORDER number and be forwarded to the address referenced on the SERVICE ORDER. All invoices shall be supported by the relevant documentation as appropriate, including but not limited to COMPANY approved timesheets, Payment certificates for reimbursable goods, materials and services, Third party invoices and Receipts.”
- 14.6 Line 2 after “the COMPANY” insert “or any of its AFFILIATES”
Paragraph (a) Line 1 after “the COMPANY” insert or any of its AFFILIATES”
Paragraph (b) Line 1 after “the COMPANY” insert or any of its AFFILIATES”
- 14.7 Line 4 after “the COMPANY” insert or any of its AFFILIATES”
Line 10 after “the COMPANY” insert or any of its AFFILIATES”
- 14.8 Line 4 after “the COMPANY” insert or any of its AFFILIATES”
- 14.9 Line 2/3, delete “the annual percentage stated in Appendix 1 to Section I – Form of Agreement” and replace with “one percent (1%)”.

15 TAXES AND TAX EXEMPTION CERTIFICATES

- 15.8 Insert new Clause 15.8 as follows:-

“For the avoidance of doubt CONTRACTOR shall save, indemnify, defend and hold harmless COMPANY from and against the amount of any such National Insurance contributions COMPANY is required to pay to HMRC arising from the change in National Insurance contributions and/or their application (under The Social Security (Contributions) (Amendment No. 2) Regulations 2014 / Statutory Instruments 2014 No. 572, the Social Security (Contributions) Regulations (SSCR) 2001 and The National Insurance Contributions Act 2014) in respect of UK continental shelf workers employed by the CONTRACTOR GROUP.”

17 INTELLECTUAL PROPERTY RIGHTS

- 17.2(a) Line 2, delete “EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT” and replace with “date of the SERVICE ORDER”.
- 17.3(a) Line 2, delete “EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT” and replace with “date of the SERVICE ORDER”.
- 17.4 Line 3, delete “party or parties specified in Appendix 1 to Section I - Form of Agreement” and replace with “COMPANY”.

18 LAWS AND REGULATIONS

- 18.3 Line 2, delete “EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT” and replace with “date of the SERVICE ORDER”.
- Line 4, delete “Section III – Remuneration” and replace with “the SERVICE ORDER”.

19 INDEMNITIES

19.1 (a) Insert the following after “CONTRACT” on line 3:

“provided that such loss of or damage to property is not a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP”

19.1 (b) Insert the following after “CONTRACT” on line 2:

“provided that such personal injury death or disease is not a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP”

19.1 (c) Line 3 after “negligence” insert “,WILFUL MISCONDUCT”.

Line 3 after “CONTRACTOR GROUP” insert “provided that such personal injury, illness or death, loss of or damage to or recovery of property of any third party is not a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP”

19.2 (a) Insert the following after “CONTRACT” on line 5:

“provided that such loss of or damage to property is not a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP. Notwithstanding the foregoing, if any loss of or damage to the items of equipment to be provided by the COMPANY in accordance with this CONTRACT (the “COMPANY Provided Items”) arises whilst such COMPANY Provided Items are within the care, custody and control of the CONTRACTOR GROUP, the CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of loss of or damage to the COMPANY Provided Items whilst such COMPANY Provided Items are within the care, custody and control of the CONTRACTOR GROUP”

19.2 (b) Insert the following after “CONTRACT” on line 2:

“provided that such personal injury death or disease is not a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP.”

19.2 (c) Line 3 after “negligence” insert “,WILFUL MISCONDUCT”.

Line 3 after “COMPANY GROUP” insert “provided that such personal injury, illness or death, loss of or damage to or recovery of property of any third party is not a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP”

19.2(d) Line 2, delete “Appendix 1 to Section I – Form of Agreement” and replace with “the SERVICE ORDER, if applicable,”.

Insert the following sentence at the end of the Clause:-

“For the purposes of this Clause 19.2(d) only, consequential losses shall have the same definition assigned to it as contained in Clause 21”

19.4 Line 3 delete “originating” and replace with “emanating”.

19.5 Insert the following at the end of the paragraph:

“save that where in this SERVICE ORDER a Party gives an indemnity, such indemnity shall not extend, apply or be enforceable to the extent the cause or causes of the event giving rise to the claim is the WILFUL MISCONDUCT of the person or body indemnified.”

- 19.7 Insert a new Clause 19.7 - "Notwithstanding anything else to the contrary it is agreed that the indemnities contained in the SERVICE ORDER shall be primary, full and without prejudice to any right of contribution from an insurer or any third party."

20 INSURANCE BY CONTRACTOR

- 20.2(a) Line 4, delete "required by any applicable legislation" and replace with "of ten million pounds sterling (£10,000,000)".

Line 5, insert a semicolon after "offshore" and delete the remainder of the Clause.

- 20.2(b) Line 2, delete "that set out in Appendix 1 to Section I – Form of Agreement" and replace with "ten million pounds sterling (£10,000,000)".

- 20.2(d) Line 1, delete "Appendix 1 to Section I – Form of Agreement" and replace with "the SERVICE ORDER".

21 CONSEQUENTIAL LOSS

- 21(b) Line 3, delete "EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT" and replace with "date of the SERVICE ORDER".

In line 4 of the final paragraph after "Consequential Loss" insert "provided that such Consequential Loss is not a result of WILFUL MISCONDUCT of any member of the CONTRACTOR GROUP"

In line 5 of the final paragraph after "Consequential Loss" insert "provided that such Consequential Loss is not a result of WILFUL MISCONDUCT of any member of the COMPANY GROUP".

"save that where in this CONTRACT a Party gives an indemnity, such indemnity shall not extend, apply or be enforceable to the extent the cause or causes of the event giving rise to the claim is the WILFUL MISCONDUCT of the person or body indemnified."

22 CONFIDENTIALITY

- 22.4 Paragraph 2, line 3, delete "EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT" and replace with "date of the SERVICE ORDER".

23 CUSTOMS PROCEDURE

- 23.4 On Line 2 delete "is in possession (not ownership) of" and replace with "owns".

24 TERMINATION

- 24.1 (d) Insert a new Clause 24.1 (d):

"In the event of a force majeure occurrence which delays the WORK for a period of ninety (90) days."

- 24.2 Insert "within the time period set out on such notice of default or, if no time period is specified, within a reasonable time period" after "not" in line 3.

- 24.3(a) Add "in a prompt and orderly manner with the purpose of mitigating losses, minimising further expenditures and minimising disruptions to the COMPANY's ongoing operations" after the words "specified in the notice".

- 24.4 Insert "(a)" at the beginning of the paragraph.

- 24.4 (b) Insert new clause 24.4 (b):

"In the event of termination under Clause 24.1 (d) the CONTRACTOR shall be entitled to payment as set out in Section III- Remuneration for the part of the WORK performed up to the date of the force majeure occurrence in accordance with the SERVICE ORDER."

24.7(a)(iii) Delete sub-clause (iii) in its entirety and replace with "All additional Clauses and Special Conditions of Contract."

25 AUDIT

25.1 In line 1 replace the word "thereafter" with "following expiry or earlier termination of the SERVICE ORDER"

27 BUSINESS ETHICS

27.2 In line 1 delete "Neither PARTY" and replace with "The CONTRACTOR shall (and shall procure that its SUBCONTRACTOR's, of any tier, shall) perform the WORK for the COMPANY's exclusive benefit. The CONTRACTOR"

In line 1 insert "not" after "shall"

In line 2 delete "other PARTY" and replace with "COMPANY"

28 ANTI-BRIBERY AND CORRUPTION

28.2 Insert the following as the first paragraph of the clause:-

"The CONTRACTOR shall comply (and procure that its employees, agency staff and consultants comply) with the COMPANY's Anti-Bribery and Corruption Programme (as if it applied mutatis mutandis to the CONTRACTOR (and its employees, agency staff and consultants)), as fully described at <http://www.enquest.com/corporate-responsibility/business-conduct.aspx> ("COMPANY ABC PROGRAMME") throughout the performance of the WORK. The COMPANY ABC PROGRAMME may be modified from time to time by the COMPANY (acting in its sole discretion) and the PARTIES acknowledge that where such modifications are notified to the CONTRACTOR in writing, the CONTRACTOR shall strictly comply with the amended COMPANY ABC PROGRAMME."

In line 2 of the new second paragraph after "and" insert "the COMPANY ABC PROGRAMME and"

In line 2 delete "such" and replace with "both CONTRACTOR"

In line 2 after "ABC PROGRAMME" insert "and COMPANY ABC PROGRAMME"

28.3 In line 3 after "ABC PROGRAMME," insert "as well as a general right of audit to ensure CONTRACTOR is fully complying with this Clause 28,"

28.5 (a) In line 2 and line 6 after "28.1" insert "and/or Clause 28.2"

28.5 (b) Delete in its entirety.

28.6 (d) In line 1 after "28.1" insert "and/or Clause 28.2"

28.6 (f) In line 2 and line 4 delete "APPLICABLE ANTI BRIBERY LAWS" and replace with "Clause 28.1 and/or Clause 28.2"

28.6 (g) In line 2 after "28.1" insert "and/or Clause 28.2"

28.7 Insert new Clause 28.7 as follows:

“The CONTRACTOR shall ensure that any person associated with the CONTRACTOR who is performing services or providing equipment, labour or material in connection with the WORK does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the CONTRACTOR in this Clause 28. The CONTRACTOR shall be responsible for the observance and performance by such persons of this Clause 28, and shall be directly liable to the COMPANY for any breach by such persons of this Clause 28.”

28.8 Insert new Clause 28.8 as follows:

“For the purpose of this Clause 28, the meaning of whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010. For the purpose of this Clause 28, a person associated with the CONTRACTOR includes but is not limited to any member of the CONTRACTOR GROUP.”

29 GENERAL LEGAL PROVISIONS

29.4 Insert the following as the last paragraph:

“Nothing in the SERVICE ORDER is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.”

29.6 Line 1 after “fax” insert “, email”.

Line 2, delete “relevant address specified in Appendix 1 to Section I – Form of Agreement” and replace with “the current business address or the registered office address”.

29.6(b) Line 1, after “fax” insert “or email”.

29.11 Insert new Clause 29.11 as follows:-

“COUNTERPARTS

This SERVICE ORDER may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one SERVICE ORDER.

Transmission of the executed signature page of a counterpart of this SERVICE ORDER by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this SERVICE ORDER. If either method of delivery is adopted, without prejudice to the validity of the SERVICE ORDER thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.”

30 LIMITATIONS OF LIABILITY

30.1 In the final paragraph on line 4 after "Clause 19" insert "or where any member of the CONTRACTOR GROUP has acted in a WILFUL MISCONDUCT manner."

30.1(a) and (b), delete references to "the sum specified in Appendix 1 to Section I – Form of Agreement" and replace with "one hundred percent (100%)."

30.2 Line 1, delete "described in Appendix 1 to Section I – Form of Agreement" and replace with "as defined by Statutory Law".

31 RESOLUTION OF DISPUTES

31.1 Line 1 after "dispute" insert "whether contractual or non-contractual".

31.1(b) Line 2, delete "two persons named in Appendix 1 to Section I – Form of Agreement" and replace with "respective Managing Directors of each party".

33 HEALTH, SAFETY AND ENVIRONMENT

Rename the Clause - **HEALTH, SAFETY, ENVIRONMENT & QUALITY**

Clause 33.2 and 33.3, delete "of Section V – Health, Safety and Environment" and replace with "this Clause 33".

32.2 Delete the final sentence of this clause.

Add the following new clauses 33.5:

33.5 "The CONTRACTOR must have in place and be actively using a formal HSEQ management system(s) which demonstrates commitment to continuous improvement and excellence in HSEQ issues. The Health and Safety Executive publication HSG 65 'Successful Health and Safety Management', BS EN ISO 9001:2008, BS EN ISO 14001:2004 and BS EN OHSAS 18001:2007 may be used as guidance for what constitutes an effective process for overall HSEQ management.

The CONTRACTOR's HSEQ management system(s) shall be adequately documented, shall be shown to be effective in implementing the aims and objectives of the CONTRACTOR's HSEQ policy, and shall include provisions for auditing the effectiveness of the CONTRACTOR's HSEQ management system(s) as applied to the WORK.

The CONTRACTOR shall observe and comply with all relevant and current statutory requirements, approved codes of practice and industry guidance on HSEQ matters.

The CONTRACTOR shall have a formal system of Competence Assurance in place for personnel provided by the CONTRACTOR GROUP. Personnel provided by the CONTRACTOR shall be properly qualified, skilled, experienced and competent in their respective disciplines to a recognised industry standard, where available.

The CONTRACTOR's HSEQ management system shall, where relevant interfaces exist, be compatible with the COMPANY's HSEQ management system. Where appropriate, the interfaces between the CONTRACTOR and the COMPANY shall be documented in the form of an HSEQ Management System (HSEMS) Interface Document, which shall be deemed part of the SERVICE ORDER.

The CONTRACTOR shall submit a formal monthly report to the COMPANY REPRESENTATIVE, where applicable, which summarises its HSEQ performance in the preceding reporting period.

Where applicable, the CONTRACTOR shall ensure that similar standards apply to the HSEQ management system(s) used by all SUBCONTRACTORS.

34 INDUSTRY MUTUAL HOLD HARMLESS (IMHH)

Clause 34.3 (a) Delete “and” at the end of the sentence.

Clause 34.3 (b) Delete “.” at end of the sentence and insert “;and”.

Clause 34.3 Insert new clause 34.3 (c) as follows:

“(c) shall save, indemnify, defend and hold harmless the COMPANY GROUP against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this clause 34.3.”

Clause 34.4 Insert at the end of the paragraph:

“For the avoidance of doubt the CONTRACTOR shall not enter into a contract with a Relevant SUBCONTRACTOR who is not a signatory to the IMHH without first obtaining the prior written approval of the COMPANY.”

Clause 34.5 Insert new clause 34.5 as follows:

“Notwithstanding the provision of Clauses 8.2(e), Clause 19 and Clause 21, if the CONTRACTOR or any member of the CONTRACTOR GROUP, OTHER CONTRACTOR or OTHER CONTRACTOR GROUP is not a signatory to the Industry Mutual Hold Harmless Deed throughout the entirety of their respective contracts, or where the Industry Mutual Hold Harmless Deed does not apply, the following shall apply:

(a) Commencing from the effective date on which any OTHER CONTRACTOR became bound by a clause effectively containing the same undertakings as this clause 34.5 in any contract which any OTHER CONTRACTOR has entered into with the COMPANY, and for the duration that the OTHER CONTRACTOR remains bound by the provisions of such clause, the CONTRACTOR shall save, indemnify, defend and hold harmless the OTHER CONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

- (i) 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 CONTRACT; and
- (ii) personal injury including death or disease to any person employed by the CONTRACTOR GROUP arising from or related to the performance of the CONTRACT; and
- (iii) any consequential loss sustained by the CONTRACTOR GROUP. Consequential losses shall mean indirect losses and / or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit, arising from or relating to the performance of the CONTRACT, whether or not such losses were foreseeable at the time of entering into the CONTRACT.

(b) All exclusions and indemnities given under this clause 34.5 shall apply irrespective of cause notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

(c) All the CONTRACTOR's insurances shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the OTHER CONTRACTOR and its AFFILIATES to the extent of the obligations assumed herein.

(d) For the purpose of this clause 35.2, the following definitions in addition to those set out in Clause 1 shall apply –

- (i) "OTHER CONTRACTOR" shall mean any other contractor, other than members of the CONTRACTOR GROUP, engaged by the COMPANY to perform work or the provision of goods, equipment, materials or service contract(s) with the COMPANY; and
- (ii) "OTHER CONTRACTOR GROUP" shall mean the OTHER CONTRACTOR, its subcontractors of any tier, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel) but still shall not include any member of the COMPANY GROUP or the CONTRACTOR GROUP."

CLAUSE 35 INFORMATION USAGE POLICY

Clause 35 Insert new Clause 35 as follows:

35.1 "The CONTRACTOR shall comply (and procure that its employees, agency staff and consultants comply) with the COMPANY's Information Usage Policy (as if it applied mutatis mutandis to the CONTRACTOR (and its employees, agency staff and consultants)), as fully described at [ENQ-COR-IT-POL-00007](#). The Information Usage Policy may be modified from time to time by the COMPANY (acting in its sole discretion) and the Parties acknowledge that where such modifications are notified to the CONTRACTOR in writing, the CONTRACTOR shall strictly comply with the amended Information Usage Policy."

CLAUSE 36 LIQUIDATED DAMAGES

Clause 36 Insert new Clause 36 as follows:-

36.1 If the CONTRACTOR fails to complete any of the items listed in the SERVICE ORDER in accordance with the scheduled completion date and / or fails to achieve the requirements of the SERVICE ORDER, the COMPANY shall have the right to apply the following liquidated damages provisions.

36.2 In such case of failure by the CONTRACTOR and without any prior formal notice or demand from COMPANY and without any proof of loss, CONTRACTOR shall pay to COMPANY liquidated damages for such failure at a rate of 2% of the SERVICE ORDER PRICE per day of delay.

36.3 All amounts of such liquidated damages for which the CONTRACTOR may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the COMPANY in the event that the CONTRACTOR fails in its respective obligations under the SERVICE ORDER and not as a penalty. COMPANY shall have the right, in its sole discretion, to offset any such liquidated damages against amounts payable by COMPANY to CONTRACTOR.

36.4 The payment of liquidated damages referred to above shall not relieve CONTRACTOR from its obligations to diligently complete the WORK or from any other obligations and liabilities under the SERVICE ORDER or at law."

REMUNERATION:

For satisfactory provision of the Services/ Rental Equipment in accordance with this SERVICE ORDER, the COMPANY shall reimburse the CONTRACTOR in accordance with the prices herein.

The COMPANY shall not accept the CONTRACTOR's invoices for WORK where prices have not been agreed in writing between the parties via a variation to the CONTRACT.

ADMIN INSTRUCTIONS:

Invoices which do not include the required information will be rejected and returned.

Good quality scanned invoices should be submitted to accounts-invoices@enquest.com.

Any Invoicing/Payment queries please contact: accounts-queries@enquest.com

The terms and conditions of this SERVICE ORDER will apply to the exclusion of any other term which the CONTRACTOR seeks to impose or incorporate (whether in any form of acknowledgement, delivery note, invoice or otherwise) or which are implied by trade, custom, practice or course of dealing.

By signing below the CONTRACTOR's authorised representative confirms that the CONTRACTOR shall supply the Services/ Rental Equipment in accordance with the terms and conditions of this SERVICE ORDER. In the event that the CONTRACTOR does not return a signed SERVICE ORDER to the COMPANY but supplies the Services/ Rental Equipment detailed herein, then the CONTRACTOR shall be deemed to have accepted the terms and conditions of this SERVICE ORDER:

Signature:

Name:

Title:

Date: