

SONARDYNE Brasil Limitada
("Sonardyne")

FIELD SERVICES TERMS

1. Basis of Services

- 1.1 The Customer has requested Sonardyne to supply the services of an engineer/s ("**Engineer**") to perform the services stated in Sonardyne's Order Acceptance or Confirmation ("**Services**"). The Order Acceptance or Confirmation is the document or email provided by Sonardyne confirming that it agrees to perform the Services on the terms agreed between the parties and detailing the same, including the location for performance, working hours, the estimated duration and the daily rate/s of the Engineer/s. The Order Acceptance or Confirmation, together with these terms and any further documents expressly incorporated in the Order Acceptance or Confirmation comprise the provisions of the contract between the parties ("**Agreement**").
- 1.2 Where the Services are carried out outside of Sonardyne's normal working area, or in situations that it considers that require additional protection, or offshore; then the provisions of Sonardyne's Field Services-Additional Terms ("**Additional Terms**") shall be stated in the Order Acceptance or Confirmation as applying as part of the Agreement, in addition to these terms. In the event of any inconsistency between these terms and any other provisions making up the Agreement, these terms and the Additional Terms shall prevail. In the event of any inconsistency between these terms and the Additional Terms, these terms shall prevail. Standard terms of the Customer on any purchase order, acceptance or other document are expressly excluded and do not form part of the Agreement.
- 1.3 Sonardyne agrees that the Engineer shall carry out the Services using reasonable skill and care and in accordance with normal industry practice. The Customer shall be responsible to Sonardyne for any claims, costs, damages and liabilities arising out of Sonardyne or the Engineer following any directions, instructions, designs, specifications, or other reliance on Customer supplied information or material.
- 1.4 Customer agrees to pay Sonardyne for the Services on a Time and Materials basis at the day rate stated in the Order Acceptance or Confirmation or otherwise at the Engineer/s normal daily rate ("**Charges**"). Unless otherwise stated in the Order Acceptance or Confirmation, payment shall be made within 30 days of receipt of a valid invoice from Sonardyne and Sonardyne shall send invoices monthly or at the end of the Services at its discretion.
- 1.5 Sonardyne is not responsible for delays or changes in the location of the Customer's vessel in respect of a previously agreed embarkation at an agreed location on an agreed date and any additional Charges, costs and expenses incurred as a result of such change shall be at the risk and expense of the Customer.
- 1.6 Sonardyne shall use reasonable endeavours to accommodate requested changes to the agreed location or date and time of embarkation and timing of the Services, subject to availability of suitably qualified engineers.
- 1.7 Travel days and days when the Engineer is prevented from working due to delays on site or getting to or from the vessel or site, unavailability of the Customer's vessel, facilities or materials etc., will be charged at the applicable day rate. Chargeable days commence on the date the Engineer commences travel from his home base and ends on the date the Engineer arrives back at his home base.
- 1.8 Expenses incurred in the performance of the Services including without limitation, for visas and other documentation necessary for travel, flights, accommodation and travel, taxi fares, meals and out of pocket expenditure of the Engineer, shall be reimbursed to Sonardyne at cost +15%.
- 1.9 The Charges are exclusive of amounts in respect of applicable taxes and levies and any charges or imposts of any kind including VAT, sales taxes, excise duties and import or export duties or fees. The Customer shall, on receipt of a valid invoice from Sonardyne, pay to Sonardyne such additional amounts in respect of any such amounts as are chargeable on the supply of the Services.
- 1.10 The Customer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to Sonardyne such additional amount as will ensure that Sonardyne receives the same total amount that it would have received if no such withholding or deduction had been required unless required by law to pay the net amount, in which case the Customer shall fully co-operate with Sonardyne and shall provide such assistance and documentary evidence as requested in order for Sonardyne to re-claim the withheld tax from the relevant tax authority.

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- 1.11 Customer shall supply reasonable and necessary information, facilities and assistance to Sonardyne and to the Engineer in connection with the performance of the Services. If required, the Customer shall supply all assistance and information for Sonardyne to obtain invitation letters, visas and work permits necessary for the Engineer to provide the Services, or shall itself provide the same. Without affecting its liability to Sonardyne hereunder, the Customer shall ensure that all obligations on it which need to be flowed down to and carried out by the vessel owner/operator/shipyard or any third party on its behalf shall be performed adequately by such third party.
- 1.12 The Services are anticipated to be carried out for the number of days and at the location/s stated in the Order Acceptance or Confirmation.
- 1.13 Subject to the other provisions of this Agreement, working hours are stated in the Order Acceptance or Confirmation.
- 1.14 The conditions under which the Engineer works and the hours worked shall be no less beneficial to him than those enjoyed by other members of the Customer's staff of equivalent status.
- 1.15 The Engineer shall not be asked to perform services outside of the scope of the Services.
- 1.16 Both parties shall perform their obligations in accordance with all applicable laws and regulations having the force of law. In particular Customer shall ensure that all health and safety laws, rules, regulations and obligations are complied with, including those referred to in the Additional Terms.
- 1.17 Sonardyne Engineers are supplied with normal personal protective equipment, (safety boots, overalls, hard hats, gloves and eye protection). Additional protective and other equipment shall be supplied free of charge by the Customer.
- 1.18 If there is a requirement to enter confined spaces, carry out lone working, or work in abnormal environments then it is the Customer's responsibility to conduct the necessary risk assessment and to provide the required personal safety equipment and other control measures reasonably necessary to mitigate risks, including the provision of personal gas monitors and/ or forced air if the working environment is a confined space.
- 1.19 The Customer will follow the applicable legal standards and also internationally accepted recommended standards for industry, and where relevant shipping and offshore working, with respect to health, safety and working conditions.
- 1.20 Engineers shall be authorised to refuse to or to stop work should they believe that their health and safety is being put in jeopardy due to any circumstances pertaining to the provision of the Services.
- 1.21 On completion of the Services the Customer shall if requested, ensure that any report provided by the Engineer is signed off by or on behalf of the Customer without delay.

2. Limitation and Exclusion of Liability

- 2.1 Any liability which Sonardyne may have for claims concerning damage to the physical property of the Customer or their employees, agents, customers or any third party contracted to the Customer, arising out of or in connection with this Agreement and the Services, however arising, shall be limited to £1,000,000 (one million pounds sterling) in total, in respect of all claims.
- 2.2 Subject to clause 2.1 and to the remaining provisions of this clause 2, the liability of Sonardyne for any claims arising out of or in connection with this Agreement, however arising, shall be limited in respect of all claims in aggregate to the Charges paid by the Customer or £50,000 (fifty thousand pounds sterling), whichever is the greater.
- 2.3 Without prejudice to the remaining provisions of this clause 2, Sonardyne shall not, under any circumstances whatever, be liable, however arising for any:
 - 2.3.1 Direct or indirect loss of or damage to:
 - 2.3.1.1 revenue or profit; or
 - 2.3.1.2 goodwill or damage to reputation; or
 - 2.3.1.3 business; or
 - 2.3.1.4 production; or
 - 2.3.1.5 business opportunity; or
 - 2.3.1.6 bargain; or
 - 2.3.1.7 anticipated saving; or
 - 2.3.1.8 data, or for corruption of data or information; or
 - 2.3.1.9 the cost of detachment, decommissioning and retrieval of any products or items and the attachment or commissioning of any products or items (except specifically agreed in writing to be part of the Services); or

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- 2.3.1.10 any costs and liabilities arising from pollution or environmental damage caused directly or indirectly by any products or the Services; or
 - 2.3.2 indirect or consequential loss or damage.
- 2.4 Customer shall assume and indemnify, defend, hold harmless and release Sonardyne from all liabilities costs claims and damages arising out of third party claims of any type against Sonardyne resulting from the performance of the Services.
- 2.5 The exclusions and limitations of liability contained in these terms shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Sonardyne of the possibility of any greater loss or damage but all such exclusions shall only apply so far as permitted by law and in particular nothing in this Agreement shall affect liability:
 - 2.5.1 for death or personal injury caused by negligence to the extent prohibited by the local laws or legislation Terms Act 1977;
 - 2.5.2 for fraudulent misrepresentation or other fraud;
 - 2.5.3 for any breach of any obligations implied by the local laws or legislation.
- 2.6 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Sonardyne, including those relating to workmanlike performance and the skill and care to which the Services are to performed, compliance with descriptions, the quality or the fitness for purpose of products and the Services which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law. Unless otherwise expressly agreed in writing time shall not be of the essence with regard to performance of the Services.
- 2.7 The term "however arising" when used or referred to in this clause 2 shall cover all causes and actions giving rise to liability of Sonardyne arising out of or in connection with the Agreement or the Services including without limitation:
 - 2.7.1 whether arising by reason of any misrepresentation (whether made after, prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;
 - 2.7.2 whether arising under any indemnity or hold harmless provision.

3. Assignment

The Customer may not assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of Sonardyne. Sonardyne may sub-contract the performance of the Services to one of its affiliated companies.

4. Confidentiality

- 4.1 Each party undertakes that it shall not at any time during the Agreement and after termination disclose to any person the confidential information of the other party, and shall only use the other party's confidential information as required to fulfil this Agreement.
- 4.2 Each party may disclose the other party's confidential information:
 - 4.2.1 to its employees, officers, agents, consultants, or sub-contractors ("**Representatives**") who need to know such information for the purposes of carrying out that party's obligations under this Agreement or receiving the benefit of the Services, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with confidentiality obligations no less than contained in this clause 4. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; or
 - 4.2.2 with the disclosing party's prior written agreement; or
 - 4.2.3 as may be required by law, court order or any governmental or regulatory authority.
- 4.3 Each party reserves all rights in its confidential information. No rights or obligations in respect of a party's confidential information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

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5. Fines

- 5.1 In case of Customer's failure to comply with the obligation to pay a certain amount due to on account of services provided by Sonardyne, according to the deadlines established by this Agreement, shall entail the imposition of a fine of 10% (ten percent), plus default interest of 1% (one percent) per month on the overdue amounts, adjusted by the positive variation of the General Market Price Index - GMPI from Getulio Vargas Brazilian Foundation - FGV.

6. Force Majeure

- 6.1 Neither party shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of an event beyond the reasonable control of a party (or any person acting on its behalf) ("**Force Majeure Event**").
- 6.2 A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- 6.2.1 notify the other party of the nature and extent of such Force Majeure Event; and
- 6.2.2 use all reasonable endeavors to remove any such causes and resume performance under this Agreement as soon as feasible.

7. Termination

- 7.1 Each party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other if:
- 7.1.1 that other party fails to pay any undisputed amount due under the Agreement on the required payment date and remains in default not less than 14 days after being notified in writing to make such payment; or
- 7.1.2 that other party ceases trading, commences or is required to commence or participates in any activity associated with debt rescheduling, administration, bankruptcy, liquidation or winding up of the other party or other party's affiliates or subject to an attachment order on any part of its assets and such attachment order is not discharged within 14 days; or
- 7.1.3 that other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
- 7.1.4 any Force Majeure Event prevents Sonardyne from performing its obligations under this Agreement for any continuous period of one month.
- 7.2 Termination of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued under the Agreement as at termination.

8. Anti-Bribery

- 8.1 The Customer undertakes not to commit acts detrimental to the public administration, national or foreign, that threaten the national or foreign public property, against the principles of public administration or against the international commitments made by Brasil and that will act in accordance with legislation, particularly with the provisions of Law No. 12,846 / 2013 ("Anti-Bribery Rules").
- 8.2 During the term of this Agreement, the Customer, for itself and for its partners, officers, directors, employees, agents, consultants, contractors, subcontractors, granted or subcontractors in general, as well as agents that may act in its name should refrain from (i) promising, offering, giving, accepting, directly or indirectly, any undue advantage to a public servant or third person related to him; (ii) finance, sponsor, or otherwise subsidize the practice of illegal acts that breach Brazilian Anti-Bribery Rules; and (iii) using third person or entity to conceal or disguise their real interests or the identity of the beneficiaries of the acts carried out.

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- 8.3 Upon prior notice, the Customer agrees that Sonardyne or a third party appointed by Sonardyne, shall have the right to make, at its discretion, audit procedure in Customer's premises and documents related to this Agreement to ensure continuous compliance with the representations and warranties given by the Customer in this Agreement. The Customer shall cooperate fully with any audit under this item or this Agreement, providing any documents and/or information required for due diligence performed. The Customer for itself, for its partners, officers, directors, employees, agents, consultants, contractors, granted subcontractors, subcontractors in general and agents who will act on your behalf cooperate fully with any investigation of the activities of Sonardyne by the Customer, (including third parties appointed) or by any national or foreign government agency. The provisions of this Section shall not be construed to establish any liability, obligation or standard of care, verification or monitoring by Sonardyne of the fulfilment of Customer's obligations.
- 8.4 The Customer warrants that:
- I. neither the Customer nor any of its partners, officers, directors, employees, agents, consultants, contractors, granted, contractors, subcontractors and / or agents was convicted and / or is unable to perform any activity simulation, fraud or any crime in any jurisdiction;
 - II. as is your knowledge, does not respond to suits (judicial or administrative) aimed to investigate infractions of economic, competitive and administrative (including in particular those resulting from the application of Law No. 12,846/2013; 7,492/1986 and 8,884/94);
 - III. did not infringe, violate or will violate the Anti-Bribery Rules;
 - IV. already implemented or will implement during the term of this Agreement a compliance program and training for its officers, agents, employees and contractors with integrity procedures, audit and encouraging whistleblowing and the effective implementation of codes of ethics and conduct that are effective to prevent and detect violations of the Anti-Bribery Rules;
 - V. notwithstanding item (ii), notify Sonardyne immediately and in writing: (i) about the existence or the beginning of any administrative proceeding, investigation or prosecution for noncompliance with the Anti-Bribery Rules, and (ii) if Customer be registered in the National Register of Companies punished - CNEP, National Register of Companies and disreputable Suspended - CEIS, or other similar records set by other entities under the Anti-Corruption Rules.
- 8.5 Any violation of the Anti-Bribery Rules practiced by the Customer, the breach of the obligations set out in this Section or the occurrence of any event described in Section 7.4 above will allow Sonardyne unilaterally terminate this Agreement (as soon Sonardyne becomes aware of the violation), regardless of notification, and Sonardyne, its shareholders, subsidiaries, affiliated companies and their respective successors and assigns, officers or employees will have the right to be fully indemnified by the Customer for all damages, including but not limited to, fines, compensation or any amounts paid as a result of judicial, administrative or arbitral and damage to the image caused by the violation of the Anti-Bribery Rules, subject to the other provisions of this Agreement relating to the indemnity due to the contract termination.

9. Survival of Obligations

- 9.1 Any term which is intended, expressly or impliedly, to continue, or to come into effect on termination or expiry of this Agreement shall continue in effect (or come into effect) on such termination or expiry.

10. Variation and Waiver

- 10.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.
- 10.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by or on behalf of the party and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 10.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.
- 10.4 No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

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11. Entire Agreement

- 11.1 These terms (together with the Order Acceptance or Confirmation, the Additional Terms (if applicable) and the documents expressly incorporated as part of the Agreement by the Order Acceptance or Confirmation), constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the contract.
- 11.2 Each of the parties acknowledges and agrees that:
 - 11.2.1 in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Agreement or not) which is not expressly set out in this the Agreement; and
 - 11.2.2 the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in this Agreement shall be for breach of contract under its terms.
- 11.3 Unless specifically agreed to in writing and signed by or on behalf of Sonardyne, no terms of the Customer shall be incorporated into or otherwise form part of this Agreement, whether appearing on a purchase order or any other document.

12. Rights of Third Parties

- 12.1 No term of this Agreement shall be enforceable by a person who is not a party to this Agreement.

13. Governing Law and Jurisdiction

- 13.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Federative Republic of Brasil.
- 13.2 In case of any disputes arising from or relating to this contract, the parties shall endeavor their best efforts to settle such dispute amicably within thirty (30) days as from the receipt of the relevant notification that initiated the dispute.
- 13.3 If the parties fail to reach an agreement within the term indicated in main section above, the dispute shall be settled by arbitration in accordance with the regulations of the Brazilian Center of Mediation and Arbitration - CBMA, supplemented by the relevant provisions of Federal Law No. 9,307 of 1996, in the context of an arbitration managed by the Brazilian Center of Mediation and Arbitration - CBMA. This item will be construed as an arbitration clause for the purposes of paragraph 1 of Article 4 of Law 9,307/96.
- 13.4 The Arbitration Tribunal shall consist of three (3) arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two (2) previously appointed arbitrators. The third member of the Tribunal shall be appointed as soon as possible (and no later than twenty-eight (28) days after the appointment of arbitrators by the parties. The Tribunal shall be constituted upon the appointment of the third arbitrator. However, it is hereby established that if either Party fails to appoint its arbitrator within thirty (30) days, counted as of the receipt of the arbitration request, that arbitrator will be appointed by Brazilian Center of Mediation and Arbitration - CBMA. If the arbitrators appointed by the parties cannot reach an agreement as to the name of the third arbitrator, within thirty (30) days, counted as of the date of their appointment, upon a written request by either party, the Brazilian Center of Mediation and Arbitration - CBMA shall appoint the third arbitrator.
- 13.5 The place of arbitration shall be the city and state of Rio de Janeiro, Brasil, and English shall be the language of the arbitration. The arbitration award shall be also issued in the city and state of Rio de Janeiro, Brasil, being enforceable in any court of competent jurisdiction.
- 13.6 The costs and fees incurred with the arbitration process shall be borne according to the arbitration award, considering that each party shall bear its own expenses up to the granting of the final award.
- 13.7 The parties acknowledge that any of them may request an injunction or provisional remedy to a State Court before the constitution of the Arbitral Tribunal, which shall not be considered to be inconsistent with or as a waiver of any provision of this Clause. For this specific purpose, the parties elect the venue of the court of the city and the state of Rio de Janeiro, Brasil.
- 13.8 The arbitration award will be final and not subject to appeal, constituting a judicial enforcement order, binding upon the parties and their successors.
- 13.9 To the fullest extent permitted by applicable law, the arbitration proceeding and the arbitrators' award shall be maintained confidential.

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