

# **GENERAL CONDITIONS OF CONTRACT**

## **1 DEFINITIONS AND SIGNIFICANCE OF EXPRESSIONS**

### **1.1 Definitions**

In this Contract words, phrases and expressions set forth in Schedule A shall have the meaning hereby assigned to them, except when the context otherwise requires. Additional terms, conditions and/or expressions may be elsewhere defined in this Contract and/or in other attachments to this Contract. Once defined, such additional terms shall be in capital first letters and shall then be accorded the same contractual significance as the definitions set forth in Schedule A.

### **1.2 Significance of Expressions**

Where the context so requires, the singular includes the plural and vice versa and words of one gender include all genders. The article, clause and paragraph headings as well as the indices and tables of contents have been added to the Contract for convenience only and shall not constitute a means for interpreting this Contract.

## **2 DURATION OF CONTRACT**

### **2.1 Effective Date**

This Contract shall take effect upon signature by the Parties or as otherwise stated in the Service Agreement.

### **2.2 Contract Duration**

Without prejudice to the provisions of Articles 10.1.1 (Right of Early Termination) and 20 (Force Majeure), this Contract shall be in effect until fulfillment of both Company's and Contractor's respective obligations under the terms hereof.

## **3 DURATION OF THE WORK**

### **3.1 Mobilization and Demobilization Dates**

#### **3.1.1 Contractor's Obligation/Mobilization Date.**

Contractor undertakes to abide by the Mobilization Date as specified in the Service Agreement, unless prevented by action or inaction of the Company or Force Majeure. On or before the Mobilization Date, Contractor shall make available in the Survey Area adequate logistics and infrastructure and shall have completed all operations that are preliminary to commencement of the Survey.

#### **3.1.2 Contractor's Obligation/Demobilization Date.**

Contractor undertakes to abide by the Demobilization Date, unless otherwise instructed, in writing, by Company, in accordance with the Survey program as specified in Article 7 and in Schedule G. In the event that the Survey program, the possible extension(s) hereof and all connected operations of the Field Unit on the Survey Area have been completed well in advance of the scheduled Demobilization

Date, as specified hereabove, the effective Demobilization Date shall immediately follow the Survey Completion Date.

### **3.2 Survey Commencement Date**

Contractor undertakes to observe the Survey Commencement Date as specified in Clause 1.1.29 of Schedule A; however, Contractor shall not be allowed to begin the Survey until the Company Representative or the inspector(s) that he may have appointed for the purpose, have verified and approved the Field Unit's completeness, the working condition of Contractor's Equipment and the competence of the Personnel as based on the requirements and specifications of the Schedules B and E, respectively. Company undertakes to carry out the said verification in the Survey Country as soon as the Field Unit has completed its mobilization to the Survey Area.

### **3.3 Late Start**

Contractor hereby undertakes the timely conduct of the Work as well as observance of the Survey Commencement Date. In the event that, for reasons not attributable to Company or to Force Majeure, Contractor is unable to meet the Survey Commencement Date, Contractor shall notify Company at the earliest possible date of the anticipated delay as well as of its causes and of all measures taken or that it intends to take to remedy the situation as a consequence thereof.

## **4 CONDUCT OF THE WORK**

### **4.1 Contractor Responsibilities - General**

#### **4.1.1 Good Faith Obligation**

In performing its obligations contained in this Contract, Contractor shall always act in good faith in fully carrying out the Scope of the Work and to execute the Work in the Survey Area in conformance with the technical specifications detailed in Schedule C. In the conduct of the Survey, Contractor shall follow the priority schedule, if any, as specified by Company and the Field Unit activity shall follow the sequence of operations as designated by Company from time to time.

#### **4.1.2 Changes in the Work.**

Modifications or adjustments to the Work, as they may become necessary during its execution, or as may be requested by Company, shall be discussed between Company Representative and Contractor Representative. Any modification or adjustment to the Work shall be subject to prior written agreement signed by Company Representative and Contractor Representative. Any additional compensation due Contractor for such modifications or adjustments in the Work will be as provided in Article 11.8 below.

#### **4.1.3 Prompt Performance**

Contractor shall carry out the Work as rapidly as existing conditions permit, strictly in accordance with the Accepted Standards and with the terms and conditions of this Contract, without interruption except for the event of Force Majeure or as authorized by Company Representative

#### **4.1.4 Accommodation of Company Personnel**

Contractor shall provide, at its cost, food and accommodation in the Area of Operations for Company's Representatives and other Company personnel as well as representatives of the appropriate agency of the Government when visiting the Area of Operations for the purpose of inspecting the Work. Such food and accommodation shall be substantially equivalent, in quality and quantity, as that

provided by Contractor for its Key Personnel. Contractor shall also provide, at its cost, suitable transportation on board the Survey vessel for Company's Representatives and such other personnel while in the Area of Operations for the purpose of inspecting the Work. Notwithstanding the above, Company shall cover costs of any fisheries representatives appointed by the relevant authorities and required to be onboard the Survey vessel.

#### **4.1.5 Shipment of Data**

Contractor shall, at its own cost, handle, package and ship from the Survey Area the seismic data recorded for Company resulting from the Work. Data recorded on tapes, disk, paper or other media shall remain under Contractor's responsibility and custody until their safe delivery to a location designated by Company or the Company's designated address:

The Norwegian Petroleum Directorate  
PB 600  
4003 Stavanger  
Norway

#### **4.1.6 Work Exclusive for Company**

Contractor acknowledges that it will perform the Survey for the exclusive benefit of Company and that, from the moment of their acquisition, all Survey data obtained as a direct or indirect result of the Work will be the sole property of Company.

#### **4.1.7 Business Ethics.**

No director, employee or agent of Contractor, or of any Sub-Contractor or vendor of Contractor of any tier, shall give or receive, or promise to give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the Work or enter into any business arrangement with any director, employee or agent of Company than as a representative of Company.

#### **4.1.8 Wage and Working Conditions – Prohibition Against Social Dumping**

Contractor is obliged to have wage and working conditions for his own employees that are not worse than those that follow the prevailing Norwegian nationwide collective wage agreement, or what is otherwise normal for the place and profession in question. This also applies to work that is to be performed abroad. Contractor is responsible vis-à-vis Company for ensuring that the above-mentioned requirements are also complied with by any Sub-contractors who directly take part in the performance of the contract. Upon Company's request Contractor shall document wage and working conditions for his own employees and the employees of any Sub-contractors who take part in the performance of the Contract. If, within 14 Days, Contractor does not submit documentation of wage and working conditions or fails to comply with the requirements for wage and working condition, Company shall be entitled to withhold parts of the contract sum until documentation has been submitted to the effect that the matter has been rectified. In the event violation of the clause is deemed to be material breach, this shall entitle Company to terminate the Contract.

### **4.2 Contractor's Acquaintance With Work Conditions**

#### **4.2.1 Contractor Representations**

4.2.1.1 Contractor hereby represents that, regardless of whatever information Company may have provided or may provide to Contractor, it has properly considered and fully acquainted itself, before entering into this Contract, with all local, regional and national conditions of the Survey Country which might affect the conduct of the Work, such as:

- (i) the nature and location of the Survey Area including means of access thereto;
- (ii) the atmospheric, meteorological, bathymetric, topographic marine, hydrological, geological, subsurface conditions and the like, as applicable;
- (iii) the Equipment, facilities and resources needed and available locally for the conduct of the Work and for the remedying of any deficiency therein, including accommodation, transportation, handling and storage conditions and the like;
- (iv) the availability of local labor, spare parts, consumables, fuel, food, water, electric power, other utilities and the like;
- (v) the Applicable Laws, local customs, fiscal and social legislation and practices, import/export regulations and the like;
- (vi) generally, all and any other local conditions of the Survey Area, including possibilities of fisheries, that affect or may affect Contractor's conduct of the Work and its obligations under this Contract.

#### **4.2.2 Failure**

The failure of Contractor to acquaint itself with the above shall not relieve Contractor from any of its responsibility under this Contract. Notwithstanding any other provision of this Contract to the contrary, the Work shall be performed only in areas which are reasonably accessible. Contractor shall not be required to perform Work in areas which it deems to be, or which become, unsafe or hazardous.

#### **4.2.3 Acknowledgment**

Contractor acknowledges that, before entering this Contract, it has examined carefully all the relevant documents relating to this Contract, in accordance with good professional practices, it has gained a full understanding and adequate knowledge of the nature, quality and Scope of the Work, and has fully satisfied itself as to the correctness and sufficiency of the conditions of this Contract.

### **4.3 Compliance with Applicable Laws/Permits**

#### **4.3.1 Compliance**

4.3.1.1 Without prejudice to the provisions of Article 21, Contractor shall in all respects observe, be bound to and comply (and ensure compliance by its Personnel and by any Sub-Contractor and their Personnel) with Applicable Laws, including labor, safety and environment laws, and with Contract requirements.

4.3.1.2 Contractor shall indemnify and hold harmless Company and its Personnel and representatives against any claim, liability and/or penalty arising out or in connection with noncompliance with Applicable Laws by Contractor or any of its Personnel or Sub-Contractors or any of their respective Personnel.

#### **4.3.2 Entry Permits**

Except as otherwise stated in this Contract, Contractor shall be responsible for obtaining and maintaining at its own cost, and in compliance with Applicable Laws, all local authorizations and landowner permits necessary for the execution of the Work and for Contractor's Personnel and Equipment to enter into and operate within the Survey Country, including the obtaining of all necessary residence and/or work permits, visas, certifications and the like. Company represents that it has or will have the right to explore for hydrocarbons in general and to conduct the Work in the Survey Area. Company shall obtain all Government authorizations necessary to conduct the Work, in the name of Company, which authorizations may be obtained only in the name of Company.

#### **4.3.3 Provide Documents**

On the request of either Party, the other Party shall produce all relevant documents and certificates as it may be required in order to verify its undertakings as set forth above.

#### **4.4 Health, Safety and Environment**

Contractor shall be responsible for ensuring, at its own cost, the health, safety and welfare of all Personnel of itself and its Sub-Contractors involved in the execution of the Work. Specifically, Contractor shall comply, and ensure compliance by any of its Sub-Contractor(s), with: (i) all Applicable Laws related to Health, Safety and Environmental, and (ii) Company's modifications, if any, to item 4.1.2 above as detailed in Schedule D.

Contractor shall take all measures with respect to health, safety, environment protection and security related to the conduct of the Work, in accordance with the above. Contractor's liability for environmental protection is detailed in Article 5.7 below.

#### **4.5 Work Schedule**

For the conduct of the Work, Contractor undertakes to observe the daily work schedule as set forth in Schedule C conforming, in all cases, to the Applicable Laws. Unless otherwise provided in Schedule C, Work time shall not include: time spent for testing, calibrating, repairing and maintaining Contractor's Equipment and/or Field Unit to its full performance capability within manufacturer's and/or Company's specifications; time lost due to Equipment and/or Field Unit failure; time lost due to suspension of the Work pursuant to Article 10.4 and/or stand-by time pursuant to Articles 10.5, 10.6 and 10.7 below.

#### **4.6 [N/A]**

#### **4.7 Acceptability of the Data**

##### **4.7.1 Company Right to Reject Data**

Any data acquired during the execution of the Work that does not meet the quality specifications detailed in Schedule C shall not be chargeable to Company. Company reserves the right to reject data recorded outside such specifications. In such case, Company shall advise Contractor specifying all details of its failings and the rejected data shall be reacquired by Contractor at no cost to Company.

##### **4.7.2 Remedy**

If the unacceptability of data is detected by Company 30 days after the Demobilization Date, and the Field Unit is no longer in the Survey Country to re-acquire the data, Company shall charge Contractor the sums as already invoiced to or paid by Company to Contractor, for the rejected data and Contractor agrees to promptly credit or reimburse such sums to Company. The above provision shall be effective for up to twelve (12) months after the Demobilization Date. Nothing herein shall, however, be seen to restrict Company's ability to apply other remedies available pursuant to Norwegian case law (in Norwegian: "*Bakgrunnsrett*").

#### **4.8 Quality Management**

Contractor shall be responsible for ensuring, at its own time and cost, the fulfillment of the quality requirements specified by the Contract. Contractor shall establish documents and maintain in effect a Quality System as provided in Schedule C:

## **5 ROLE AND OBLIGATIONS OF CONTRACTOR**

### **5.1 Independent Contractor**

#### **5.1.1 Representations**

Contractor represents that it has available the Personnel, the Equipment, the Field Unit and the technical know-how necessary to fulfill all its obligations and Company requirements in accordance with the provisions of this Contract.

#### **5.1.2 Contractor Responsibility**

Contractor shall conduct the Work in a professionally competent, workmanlike and lawful manner and shall exercise all care and diligence to prevent any action or conditions which will breach the provisions of the contract.. For the purpose of this Contract, Contractor shall act as an independent contractor, not as an agent of Company. Persons engaged by Contractor for the conduct of Work and for all matters incident thereto, shall be employees, or independent Sub-Contractors, of Contractor and neither Company nor Contractor shall have direction or control of the employees of the other in the conduct of the Work. Contractor shall therefore assume all costs and expenses appropriate to its independent status including but not limited to salaries, bonuses, insurance and social welfare contributions of any kind related to Contractor's Personnel.

#### **5.1.3 Company Duty**

Company may instruct and direct Contractor as to the Work results to be obtained from Contractor. Contractor, as an independent contractor, shall have complete control, supervision and direction over its Personnel and Equipment and over the manner of its operation in accordance with and subject to the provisions of the Contract.

#### **5.1.4 No Agency**

All obligations undertaken by Contractor in connection with the Work and those relevant to the capacity of employer of its Personnel, shall be undertaken in the name of Contractor and in no event in the name or for the account of Company.

### **5.2 Personnel**

In order that the Field Unit will always be in full operation, Contractor shall maintain at all times the minimum Personnel as specified in Schedule E with the Field Unit. If requested by Company, or proposed by Contractor and approved by Company, Contractor shall assign to the Field Unit the optional Personnel, if any, as set forth in Schedule E. Contractor shall meet all costs connected with its Personnel such as salaries, taxes, insurance, medical care, permits, visas and licenses, transportation from their point of origin to the Survey Area and return, the cost of which shall be borne in accordance with Schedule E.

#### **5.2.1 Personnel Qualifications**

The Personnel assigned by Contractor to conduct the Work, or any part thereof, shall be fully trained, competent, skilled and experienced in the conduct of the tasks for which they are intended.

#### **5.2.2 Key Personnel**

Contractor shall appoint to the Field Unit the Key Personnel listed in Schedule E. Such Key Personnel shall be English and / or Norwegian speaking, fully qualified and experienced in all particular aspects of the Work. Prior to their appointment, the names and résumés of such Key Personnel shall be submitted by Contractor to Company for approval.

### **5.2.3 Contractor Representatives**

Contractor shall appoint one or more (for purposes of leave rotation) Representatives to act on Contractor's behalf in all matters relating to the conduct of the Work as specified in this Contract, except for the modifying of any provision of this Contract. No Representative of Contractor may enter into negotiations for the modification of any provision of this Contract unless duly authorized by Contractor in accordance with Article 25.1 below.

### **5.2.4 Replacement of Personnel**

- 5.2.4.1 In the event of default, misconduct, negligence, evident professional incompetence, non compliance with Applicable Laws or with Health, Safety and Environmental regulations by any person directly or indirectly employed by Contractor for the conduct of the Work, and, if the above events have, or potentially have, an adverse effect on the conduct of the Work, Contractor shall promptly replace at its own expense, whether or not requested by Company, but certainly upon Company's request, such person by an equivalent competent substitute. The same provision shall apply where the behavior of such person is likely to jeopardize the relationship between Company and Government.
- 5.2.4.2 Should the need arise for a replacement of any of the Key Personnel, Contractor shall submit the names and résumés of any proposed replacement for the Key Personnel positions for prior approval by Company.

### **5.2.5 Personnel Health - Medical Examination**

The Contractor shall be responsible, at its sole cost, for the medical and hospital expenses of its Personnel. Prior to Mobilization Date, Contractor shall ensure that all Contractor's Personnel are medically fit for the job to which they have been assigned.

## **5.3 Contractor's Equipment**

### **5.3.1 Contractor's Representations**

Contractor represents that it has full and lawful right and authority to use the Equipment and Field Unit for the purpose of this Contract. The Field Unit shall be outfitted with not less than the minimum Equipment as specified in Schedule B. Except as may be otherwise provided elsewhere in this Contract, all auxiliary items/equipment necessary to carry out the Work shall be provided by and paid for by Contractor. If requested by Company, or proposed by Contractor and approved by Company, Contractor shall provide optional Equipment upon terms to be agreed upon, in writing, by the Parties.

### **5.3.2 Government Authorizations**

Contractor shall procure and maintain at its own cost, and with the assistance of Company if required and requested, all administrative authorizations according to Applicable Laws of the Country of Operations as related to the Equipment, spare parts and consumables necessary to carry out the Work. Contractor shall only use Equipment that is in conformity with all Applicable Laws and Accepted Standards and shall ensure that such Equipment possesses all necessary certifications consistent with its nature and the accepted and customary standards of international practice.

### **5.3.3 Suitability of Equipment**

All Equipment directly supplied by Contractor, or otherwise procured on its behalf, shall be fit and suitable for its purpose, within manufacturer's specifications, with sufficient spare parts for their respective use, free from obvious defects. Contractor shall ensure, subject to the foregoing, the

continuity of operations and the operational efficiency of all Equipment used to carry out the Work. If one or more items of the Equipment supplied by Contractor are reasonably considered unsuitable by Company, for reasons other than latent defects not attributable to Contractor, Contractor shall effect, on terms to be agreed upon, the necessary repairs or provide replacement Equipment as approved by Company. The above remedial actions shall be taken promptly and shall not unduly delay the progress of the Work.

#### **5.3.4 Costs**

All other costs connected with the provision of Contractor's Equipment as required for the conduct of Work, shall be borne by Contractor, unless expressly specified as being for Company's account under Article 6.

### **5.4 Contractor's Logistics and Infrastructure**

Contractor shall provide and maintain the Field Unit fully operational as necessary to carry out the Work. The Field Unit shall be supported with not less than the minimum infrastructure and logistics as specified in Schedule B. If requested by Company, or proposed by Contractor and approved by Company, Contractor shall provide the Field Unit with optional infrastructure and/or logistics as determined by this Contract, the cost of which shall be borne by the Parties as agreed in advance. All other costs connected with the infrastructure and logistic services as required for the conduct of the Work, shall be borne by Contractor unless expressly specified as being for Company's account under Article 6.

### **5.5 Exclusive Supply to Company**

For the duration of this Contract, the Field Unit shall be exclusively utilized for the conduct of Work. Company shall have the right at any time to terminate this Contract according to Article 10.2 below if Contractor fails to comply with this provision.

### **5.6 Import and Export of Equipment**

#### **5.6.1 Licensing**

- 5.6.1.1 In order to meet the time schedule as determined for the conduct of the Work, Contractor shall ensure that all relevant export and import licenses to the Survey Area for the Equipment to be supplied under this Contract have been granted by the customs authorities of the Survey Country.
- 5.6.1.2 Contractor shall, under its own responsibility, prepare, issue and submit, in due time to the customs authorities of the Survey Country and/or to Company, the documents required as either may so instruct.

#### **5.6.2 [N/A]**

#### **5.6.3 Assistance**

If timely requested by Contractor, and required or permitted by Applicable Laws, Company shall provide all reasonable assistance to Contractor to obtain permits, licenses and authorizations, to be issued by the Survey Country, in connection with the import into and the export of the Contractor's Personnel and Equipment. However, Contractor shall always remain responsible for obtaining such permits, licenses and authorizations and informing Company in advance of any assistance requirement.



#### **5.6.4 Company Hold Harmless**

Subject to the terms of Article 20 below, Contractor shall defend, indemnify and hold Company harmless from the consequences (including all fines and penalties) of any error or omission in documents prepared by or submitted by Contractor, resulting in delays, refusals or failure of customs authorities to provide timely authorizations.

#### **5.6.5 [N/A]**

#### **5.6.6 [N/A]**

#### **5.6.7 [N/A]**

### **5.7 Environment Protection**

#### **5.7.1 Contractor's Responsibilities**

Contractor shall take all necessary measures to protect and respect the environment throughout the Survey Area and shall defend, indemnify and hold Company harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for damage to the environment resulting from Work performed by Contractor or its Sub-Contractors. Contractor, in conducting the Work, shall prevent or limit pollution within the levels permitted by Applicable Laws and shall comply with the environmental requirements specified in Schedule D.

#### **5.7.2 Pollution Responsibility**

Contractor shall ensure that no pollutants such as waste, oil, fuel, debris or chemicals and the like shall be discharged or allowed to escape from the Field Unit. Contractor shall be responsible and bear the cost of promptly remedying any pollution caused by of Contractor, its Sub-Contractors and their respective Personnel; of cleaning up and removing from the Survey Area all the waste material and equipment, such as plastic waste, electrical wire, scraps, wrecks and any surplus explosives, bits, drilling mud and pipes as resulting from the conduct of the Work, caused by Contractor, its Sub-Contractors and their respective Personnel.

#### **5.7.3 Clean-up Responsibility**

Such clearing and clean-up operations shall be conducted in accordance with the instructions of Company or as dictated by the Government. Until such removal, burial or destruction, as required by Applicable Laws, has been effected, Contractor shall stake out the polluted or dangerous area with markers and undertake such other action to ensure safety as may be required by the competent Government authorities or by Company. Contractor shall be responsible for any bodily injury or damage to domestic stock, wildlife or other property as suffered by Company and/or third parties and as resulting from Contractor's failure to carry out the aforesaid measures.

## **6 ROLE AND OBLIGATIONS OF COMPANY**

### **6.1 Direct Company's Responsibilities**

Company will be responsible for

#### **6.1.1 Compensation**

Remuneration due Contractor, as set forth in Article 11 below and Schedule H, for the Work performed by Contractor on behalf of Company.

**6.1.2 [N/A]**

**6.1.3 [N/A]**

**6.1.4 Optional supply**

Compensation for all optional Personnel, Equipment, materials and supplies as set forth in Article 11.5 or elsewhere in this Contract, if any.

**6.2 Reimbursables by Company to Contractor**

**6.2.1 General**

Company shall reimburse Contractor for the items paid for by Contractor as listed under Article 6.2.2 below. All such items will be considered as reimbursable expenses as long as sufficient supporting documentation is attached to the invoices. Contractor shall make its best effort to obtain the lowest reasonable cost for reimbursable items and to obtain tax deductions or exemptions, when applicable. Contractor may request Company's assistance as necessary.

**6.2.2 List of Reimbursables**

Company will reimburse to Contractor the cost of:

6.2.2.1 [N/A]

6.2.2.2 any additional Personnel, Equipment, services and supplies as requested by Company, or proposed by Contractor and approved by Company, in compliance with Articles 11.5 and 11.7 below and any applicable Schedules hereto.

6.2.2.3 [N/A]

6.2.2.4 [N/A]

6.2.2.5 all compensation, as agreed between Company and Contractor, to defray any change in the cost of Contractor to perform the Work resulting from any changes in the Work as provided in Articles 4.1.2 above and 7.1 below.

Such reimbursement shall be made at Contractor's actual cost (less discounts, rebates, refunds, etc.) and shall be made in the currency in which the payment was made by Contractor.

**6.2.3 Exclusion**

The exhaustive list of items reimbursable by Company to Contractor is given in Article 6.2.2. No other item and/or expense will be chargeable to Company, unless listed as a reimbursable item in the appropriate Schedule or as otherwise agreed by the Parties in writing.

**6.3 Company Representative and Company's Inspections**

**6.3.1 Company Representative**

Prior to Survey Commencement Date, Company shall appoint a Company Representative with the duties and authority to monitor the Work and determine whether its execution is in accordance with Contract requirements.

### **6.3.2 Rights of Company's Representative**

At all times, prior, during and after the execution of Work, Company Representative shall have the right of access to the Field Unit for the purpose of carrying out safety, health, environment and/or technical inspections. It is understood that, in doing so, Company and Contractor will act diligently and in good faith. Company inspections shall be intended to monitor Contractor's Personnel skill, Equipment efficiency and crew performance; to ascertain the Field Unit conformity to the terms of this Contract and the adequate working order and condition of all items under this Contract.

### **6.3.3 Contractor Duty of Assistance**

On such visits, Company Representative may be assisted by Contractor's Representative to whom it may refer for briefings on the production of the Field Unit and, more generally, on the suitability of the Personnel and the Field Unit for the Work.

### **6.3.4 Inspection of Field Unit**

Prior to Mobilization Date, a thorough and complete check-up of the Field Unit may be conducted under the direction of Company. If the Field Unit is not found to be in good working order, or if it does not meet all manufacturers' operational specifications or Company's specifications as outlined in Schedules B and C, Company Representative shall notify Contractor of the deficiencies and the Mobilization Date shall be deferred until the deficiencies are remedied as per this Contract.

Contractor shall provide the Company Representative with any and all information pertaining to the progress of the Survey and will allow them, at all times, to examine the instrument tests, parameter tests and Survey data upon request. Company Representative, as well as all other persons as designated by Company, shall be allowed, at any time, the use of the telecommunication facilities available with the Field Unit, but only to the extent that such use by Company does not interfere with the Work.

## **6.4 Replacement of Company Representative**

Contractor may, subject to Company's prior approval, request the removal and replacement of the Company Representative.

## **7 SURVEY PROGRAM**

### **7.1 Modification of Survey Program**

The minimum Survey program to be recorded by Contractor is set forth in Schedule G. Company reserves the right to reasonably modify such Survey program, including its location, parameters and technical specifications, as specified herein, at any time during the course of Contract, but undertakes to promptly notify Contractor of such modifications in writing; however, if any such modifications are, in the opinion of Contractor, of such significance as to disrupt Contractor's future commitments for the Field Unit, such modifications shall require the prior written consent of Contractor. In the event any such modification of the Survey program results in increased costs to Contractor, it shall be handled in accordance with Article 11.8 below.

### **7.2 Company's Responsibilities**

Company shall remit to Contractor the detailed Survey program, complete with base maps, priority lists, and base station coordinates as well as any other documentation required for the execution of the Work. This shall be done with sufficient time advance so as to enable Contractor to design and plan the Survey and visit the Survey Area as necessary to ensure continuity of the Work and conformity to

the requirements of this Contract. In the event that a late delivery by Company of the detailed Survey program causes a delay or interruption of the Work, Article 10.5.1 shall apply, provided that the Company's delay was not caused by Contractor's default or negligence. Contractor shall, to the extent Contractor should not have become aware of the relevant faults through diligent review upon receipt, be entitled to rely on all such maps and other materials and shall bear no responsibility to either Company or to third parties for Work performed by Contractor, when such Work is based on faulty maps or other materials provided by Company or others on behalf of Company. Any third party claims for damages resulting from Work performed on the basis of such inaccurate maps or other materials shall, to the extent Contractor should not have become aware of the relevant faults through diligent review upon receipt, be for the sole account of Company, which shall release, defend, indemnify and hold Contractor harmless therefrom.

### **7.3 N/A**

## **8 TECHNICAL/PRODUCTION REPORTS/WARRANTY**

### **8.1 Contractor's Responsibility**

Technical and production reports shall be prepared by Contractor on a regular basis and delivered to Company Representative either by telex, fax, e-mail or by other dependable and mutually agreed means. Reporting formats and procedures as well as details of the periodicity of each report, are set forth in the Schedule F. In all cases, a complete and final report, covering the entire period of Work, inclusive of production statistics, quality assessments and considerations about the significant geophysical tests as carried out in the course of the Survey, if any, shall be produced by Contractor within the period specified in the Schedule F.

### **8.2 Contractor's Representations**

Contractor represents, for a period of twenty-four (24) months following the completion of the Work, that the Work shall be performed in accordance with the specifications of this Contract. The Contractor warrants that it shall carry out all of its obligations under this Contract and shall perform the Work with the highest degree of care and skill and in accordance with the standards to be reasonably expected of a reputable contractor experienced in the type of work to be performed under this Agreement.

### **8.3 Use of Reports**

Further, any use or interpretation of the data or results of the Surveys (whether made directly from the data provided by Contractor, or by data processing or otherwise), or reports provided by Contractor, and any recommendation or reservoir description based upon such data, reports or interpretations by Company or others, are opinions based upon references from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional geophysicists or analysts may differ.

### **8.4 Limitation of Contractor Liability**

Accordingly, except for the limited express warranty set forth in article 8.2 above, Contractor cannot and does not warrant or guarantee the accuracy, correctness or completeness of any data or any such report, interpretation, recommendation, or reservoir description. Under no circumstances should any such report, interpretation, recommendation, or reservoir description be relied upon as the sole basis

for any drilling, production, or financial decision or any procedure to be performed by company. Contractor shall not be liable or responsible to Company or any other person or entity for any loss, costs, damages, or expenses whatsoever, including, without limitation, incidental or consequential damages, or loss of profits or opportunity, which are incurred, suffered, or sustained by Company or such others as a result of its reliance on the data or any interpretations, reports, or recommendations based on the data; and Company hereby releases contractor from all such losses, costs, damages, liabilities, or expenses.

## **8.5 Company Release**

Company has sole responsibility for all such decisions and for all decisions concerning other procedures relating to the drilling, production or any other of Company's operations, whether or not on lands from which any data was acquired, and hereby releases and indemnifies Contractor for any liability for the consequences thereof.

# **9 HEALTH, SAFETY, ENVIRONMENT INCIDENT REPORTS**

## **9.1 Incident Reports**

Contractor shall immediately report to Company Representative any accident occurring to, in, or within the Field Unit together with any dangerous occurrence resulting in, or having the potential for, personnel injury or death and/or property damage or loss and/or environment impact. Furthermore, Contractor shall furnish Company with copies of all reports of any such accidents or incidents provided to any Government authority as required by Applicable Laws. Contractor shall inform Company Representative, by the most expeditious means, of any circumstance which might lead to a dangerous condition for the persons and Personnel present in the Survey Area, for the environment or for the Equipment and shall immediately take all measures consistent with Accepted Standards and/or in accordance with Applicable Laws to prevent or remedy such condition.

## **9.2 Final Reports**

If required in Schedule F, a complete and final Health, Safety, Environment Incident Report shall be prepared by Contractor and delivered to Company Representative shortly after the completion of the Work and not later than the date given to that effect in the Schedule F.

## **9.3 Content of Reports**

All such reports prepared by or on behalf of Contractor shall contain only factual information and will not contain opinion, speculation or supposition as to fault, liability or prevention. Company reserves the right to participate, at its sole cost, in the investigation of any such accident or incident.

# **10 SUSPENSION OF WORK AND TERMINATION OF CONTRACT**

## **10.1 Early Termination of Contract at Company Convenience**

### **10.1.1 Right of Early Termination**

Subject to the further provisions of this Article 10.1 Company shall have the right, at any time, to terminate this Contract for its own convenience, without any liability to Contractor and with no prejudice to the other provisions of Contract.

### **10.1.2 Early Termination Procedure**

10.1.2.1 Should Company elect an early termination of this Contract pursuant to Article 10.1.1, Company shall send an "early termination notice" to Contractor with a minimum of ten (10) days advance notice prior to the termination date specified in such Notice. Upon receipt of such notice, Contractor shall immediately discontinue the placing of orders in connection with the conduct of the Work and shall, if so requested, use any reasonable effort to cancel all existing commitments on terms satisfactory to Company.

10.1.2.2 Thereafter Contractor shall discontinue the Work or conduct only such portion(s) of the Work as it may be necessary to preserve and protect the part of the Work previously accomplished or being accomplished, or as it may be needed to protect Contractor's or Company's property maintained in or adjacent to the Survey Area or in transit thereto. Upon expiration of the ten (10) days early termination notice period, Contractor shall begin the demobilization of the Field Unit.

### **10.1.3 Consequences**

In case of termination of the Contract pursuant to Article 10.1.1,

10.1.3.1 Contractor shall immediately surrender to Company all Survey data such as tapes as well as all documents related to the Work on a "where is, as is" basis; and

10.1.3.2 Contractor shall be entitled to:

- (i) the early termination fee, if any, as set forth in Schedule H. No early termination fee shall be payable during any extension of the term of this Contract, if applicable, or in case the Survey program indicated in Article 7 is completed by Contractor before the Demobilization Date;
- (ii) the demobilization fee, if any, in accordance with Article 11.3;
- (iii) full compensation of the amount of Work previously completed as of the early termination date in conformity with Contract requirements.

10.1.3.3 Contractor shall remain responsible for demobilization from the Survey Area, at its own cost, of its Equipment and Personnel assigned to the Work, within the period indicated in Article 3.1 above.

### **10.1.4 Obligations of the Parties**

Termination of this Contract pursuant to this Article 10.1 shall not relieve Contractor or Company from any of their respective obligations or liabilities incurred as a consequence of default(s) committed prior to such termination.

## **10.2 Termination of Contract Due to Contractor's Default or lack of funds**

### **10.2.1 Right of Termination**

Without prejudice to all other rights available to it under this Contract or under Applicable Law, and without any liability to Contractor, Company shall be entitled to terminate this Contract in the following cases of Contractor's default(s):

10.2.1.1 Contractor has not commenced the Survey upon the Survey Commencement Date and in full compliance with the terms stipulated in Article 3.2 due to causes other than those (i) qualifying as Force Majeure or (ii) attributable to Company, or

10.2.1.2 Contractor fails, neglects or refuses to carry out any substantial part of the Work required under this Contract due to causes other than those (i) qualifying as Force

Majeure or (ii) attributable to Company, or

- 10.2.1.3 Contractor becomes insolvent, bankrupt, makes an assignment for the benefit of creditors, ceases trading or otherwise is unable to continue to perform the Work, without the prior written consent of Company; or a receiver is appointed voluntarily or involuntarily by a court having jurisdiction in anticipation of bankruptcy for a substantial part of Contractor's assets, or
- 10.2.1.4 Contractor dissolves, liquidates or terminates its corporate existence other than by merger or reorganization into an Affiliate, or an order is made by a court having jurisdiction or an effective resolution is passed by Contractor for its dissolution, liquidation or winding-up, or
- 10.2.1.5 Contractor assigns this Contract or the Field Unit, in its entirety or in part, to third parties or sub-contracts the Work, in whole or in part, without Company's prior approval, or
- 10.2.1.6 Contractor or any of its Sub-Contractors or any of the Personnel of either fail to comply with the Applicable Laws, or
- 10.2.1.7 Contractor fails to comply with administrative and/or legal obligations in the Survey Country or its home country, which failure is within the control of Contractor and materially and adversely affects the progress and/or quality of the Work, or
- 10.2.1.8 The Work having been suspended by Company, pursuant to Article 10.4 below, the default situation persists beyond the allowed term as per Article 10.4.2, or
- 10.2.1.9 Contractor performs or fails to perform any act that may substantially delay or impede the progress of the Work, or endanger Company's operations or that might discredit Company, or
- 10.2.1.10 Contractor commits a material breach of any provisions of this Contract, or
- 10.2.1.11 Company does not, as determined by the Company itself at its sole discretion, receive sufficient funding from the Norwegian Government to carry out the Survey.

## **10.2.2 Contract Termination Procedure**

- 10.2.2.1 If one of the conditions listed under Article 10.2.1 above exists and Company therefore decides to exercise its right to terminate this Contract, Company shall serve written notice thereof to Contractor Representative demanding, provided such condition is capable of being remedied, Contractor to remedy the pertinent default within seven (7) Days after receipt of such notice. If, upon the expiry of such period, such condition has not been remedied or removed, or if an agreement between the Parties has not been reached on a plan to remedy or remove its cause, this Contract shall automatically terminate. If such condition is not capable of being remedied, the Contract shall terminate immediately upon notification.
- 10.2.2.2 Notwithstanding the provisions of Article 10.2.2.1 above, Company may terminate Contract at any time without prior notice in case of Contractor's Gross Negligence.

## **10.2.3 Consequences**

In case of Contract termination pursuant to Article 10.2,

10.2.3.1 Contractor shall immediately surrender to Company all Survey data, such as tapes as well as all documents related to the Work on an “where is, as is” basis; and

10.2.3.2 Contractor, at its own cost and within a reasonable period shall remain responsible for the clearing and cleaning of the Survey Area, in compliance with Accepted Standards and Applicable Laws, and for the demobilization from the Survey Area of its Equipment and Personnel assigned to the Work. However, in the event Contractor is unable, unavailable or otherwise fails to clear and clean the Survey Area, Company shall have the right, at its sole option and cost, to complete (or have completed by a third party) any and all outstanding Work, including the clearing and cleaning of the Survey Area, at Contractor’s cost; provided, however, in no event shall Contractor be responsible for such completion of the Work in any amount in excess of the amount, or portion thereof, attributable to the Work to be completed, if completed by Contractor, plus twentyfive percent(25%) If Contractor has, as of such termination date, completed less than twenty-five percent (25%) of the data acquisition aspect of the Survey, no demobilization fee shall be paid by Company to Contractor, and Contractor shall be compensated by Company for, and only for the amount of Work performed by Contractor as of the date of Contract termination in conformity with

Contract requirements; In the event Contractor has, as of such termination date, completed at least twenty-five percent (25%) of the data acquisition, Contractor shall be entitled to that percentage of the demobilization fee applicable to the percentage of such Work then completed as well as compensation for all Work so performed as of the date of the Contract termination. Such payments shall constitute the full and final remuneration and compensation payable by Company to Contractor under this Contract, to the exclusion of any other obligation.

10.2.3.3 Contractor shall endeavor to assign to Company any subcontracts related to the Work that Company may elect to assume.

#### **10.2.4 Continuation of Contractor’s Obligations**

Termination of this Contract pursuant to this Article 10.2 shall not relieve Contractor from any of his obligations or liabilities incurred as a consequence of default(s) committed prior to such termination.

### **10.3 Termination of Contract due to Company’s Default**

#### **10.3.1 Right of Termination**

Without prejudice to any of the rights available to it under this Contract or under Applicable Law, and without any liability to Company, Contractor shall be entitled to terminate this Contract in the event of any of the following cases of default:



10.3.1.1 Company fails, for any reason not qualifying as Force Majeure, to meet its material financial or other obligations to Contractor for period of thirty (30) Days after receipt of written notice of such fact from Contractor. As used herein, failure to meet its material financial or other obligations shall mean those which are essential to Contractor to maintain the Field Unit and to keep the Work progressing in a timely and orderly manner; or

10.3.1.2 Company becomes insolvent for any of the other events set forth in Articles 10.2.1.3 and 4 above applicable to Contractor becomes applicable to Company.

#### **10.3.2 Termination Procedure/Consequences**

10.3.2.1 If any one of the conditions set forth in Article 10.3.1 exists and Contractor therefore elects to exercise its right to terminate this Contract, it shall serve written notice thereof to Company demanding, in the case of Article 10.3.1.1 above, Company remedy the default within twenty (20) Days of the receipt of such notice. If, at the expiration of such period, such breach or condition has not been remedied to the reasonable satisfaction of Contractor, or if an agreement between the Parties has not been reached relative thereto, this Contract shall automatically terminate.

10.3.2.2 In case of the termination of this Contract pursuant to this Article 10.3.2, Contractor shall be entitled to all compensation due it for Work completed as of the date of termination and all demobilization and early termination fees and other costs reasonably incurred by Contractor as a consequence of such early termination of this Contract.

### **10.4 Suspension of the Work Due to Contractor's Default**

#### **10.4.1 Contractor's Non-Conformance**

Should Contractor, in the course of its performance of this Contract, conduct the Work, or any part of the Work, in a manner not in conformity with material Contract requirements, Company shall notify Contractor of such deficiency and shall be entitled, at its election, to suspend Work, or any relevant part(s) of the Work, without any cost to Company and without any liability towards Contractor. The suspension will take effect on the Day after the date of receipt by Contractor of such notification. Contractor shall promptly take any and all actions needed to remedy the situation and shall bear all costs and expenses associated with such corrective actions. If the cause of suspension persists after thirty (30) Days following the date of suspension, or if the Parties have not agreed upon a plan of corrective action, Company shall have the right to terminate the Contract as per Article 10.2 above.

#### **10.4.2 Company's Election Alternative**

If Company elects not to terminate this Contract, and suspension then shall have persisted more than forty (40) Days, then Contractor may terminate Contract. Should this be the case, such termination shall be considered as a termination of Contract due to Contractor's default.

#### **10.4.3 Compensation During Suspension**

From the date of Work's suspension to the date when all deficiencies have been corrected to the Company Representative's reasonable satisfaction and so as to conform to this Contract requirements, no remuneration shall be due by Company to Contractor, except for portions of the Work performed in accordance with Contract requirements.

#### **10.4.4 Further Contractor Obligations**

The suspension of Work under the above conditions shall not relieve Contractor from any of its obligations or liabilities under this Contract (including compliance with the Demobilization Date) or under Applicable Law.

#### **10.5 Standby for Reasons Beyond Contractor's Control**

If Work is suspended for any reason set forth below or in the Special Terms and Conditions, Company shall compensate Contractor at the standby rate, if any, referenced in Article 11.4, provided that, at the date of suspension, the Field Unit is fully operational and conforming to the specifications of Schedules B and C both for Equipment and Personnel. The applicable standby compensation shall be pro rated on a per hour basis or as otherwise agreed by the Parties.

##### **10.5.1 Standby Attributable to Company or Government**

Standby for reasons attributable to Company or as requested or imposed by the Government shall apply in the following circumstances:

10.5.1.1 Work lost as a consequence of Company's failure to timely deliver to Contractor (i) the Survey program (provided that Company's delay was not caused by Contractor's delay, default or negligence), (ii) the documents in accordance with the provisions of Article 5.6.3 and (iii) any other documentation (including, without limitation, environmental or other governmental permits) due by Company to Contractor as provided by the Applicable Laws of the Survey Country, (i) to (iii) above provided, however, that, such failure alone renders the performance of Work impossible, or

10.5.1.2 Production time lost as a consequence of Company's modification of the parameters of the Survey, moving seismic lines or changing the recording schedule, so long as such time is productively spent in setting-up new bases and/or installing remote "fly-camps," and/or traveling from, transferring full or in part, the Field Unit main-base to such remote "fly- camps," or

10.5.1.3 Time lost due to Work, or any part thereof, being interrupted at Government's request, provided that the interruption is beyond Contractor's control and that such interruption alone renders the performance of Work impossible.

10.5.1.4 [N/A]

10.5.1.5 [N/A]

##### **10.5.2 Standby for Excessive Ambient Noise on the Seismic Records**

Whenever ambient noise in excess of the value indicated in Schedule C is detected on the seismic record(s), Contractor shall immediately advise Company Supervisor and obtain his instructions on whether to continue the recording of seismic data or discontinue the operations and go on standby. The standby time will be reimbursed by Company to Contractor according to Article 11.4. For the purpose of this Article 10.5.2 the ambient noise shall be considered as the disturbances on the seismic records caused by the following:

- 10.5.2.1 human, animal or industrial activities after all reasonable measures have been taken to minimize such noise;
- 10.5.2.2 interference from other seismic crew/sources, unless such noise and/or interference is generated by another seismic crew owned or operated by Contractor in the vicinity of the Survey Area, for a client other than Company;
- 10.5.2.3 wind, adverse weather or atmospheric conditions greater than those generally prevailing in the Survey Area, provided, however, that such conditions pursuant to industry standard make continued performance of Work inadvisable.

## **10.6 Standby at Company's Request**

Company, at its sole discretion, shall have the right to suspend part or all of the Work by giving notice to Contractor. In such case, Contractor shall maintain the Field Unit in a standby mode, ready to resume Work immediately, if so instructed. Company shall compensate Contractor for the time of standby inactivity according to Article 11.4 below.

## **10.7 Other Standby Events**

Contractor shall have the right to maintain the Field Unit in a standby basis upon the occurrence of any of the events listed in Schedule G or Special Conditions of Contract attached hereto. In the event of Contractor entering into such standby status for such reasons, it will be compensated as provided in Schedule H attached hereto.

# **11 FINANCIAL CONDITIONS**

Company agrees to pay, and Contractor agrees to accept, as full compensation for Contractor's full and timely completion of the Work, the amounts due and calculated according to the applicable rates and fees set out in this Article 11 and in the Schedule H.

## **11.1 Compensation**

Fees shall be applicable to the work schedule of the Field Unit as set forth in Article 4.5, and consistent with the time periods when Contractor's Equipment and Personnel are actually conducting the Work. Fees shall be payable by Company to Contractor only from the Survey Commencement Date to the Survey Completion Date.

## **11.2 Mobilization Fee**

The mobilization fee shall be the only remuneration paid by Company to Contractor as a lump sum by Contractor for the mobilization to the Survey Area of the Field Unit. The mobilization fee is specified in Schedule H and shall be invoiced in accordance with Article 13.2.4 below.

## **11.3 Demobilization fee**

The demobilization fee shall be the only remuneration paid by Company to Contractor as a lump sum by Contractor for the transfer/steaming of the Field Unit or any part thereof from the Survey Area to another destination. The cost relevant to any post calibration tests to Contractor Equipment are deemed to be included in the demobilization fee. The demobilization fee, as specified in Schedule H, shall be invoiced in accordance with Article 13.2 4 below.

#### **11.4 Standby Rate**

Company shall compensate Contractor at the standby rates only in the cases and with the limitations stipulated in Articles 10.5, 10.6, 10.7 and 20. The Standby rate for the Field Unit is specified in Schedule H; this rate shall be prorated on a per hour basis to reflect the Work schedule as referred in Article 4.5.

#### **11.5 Optional Supply Rates and Reimbursable Expenses**

For the execution of the Work, Contractor shall provide, at Company's request, or upon Contractor's proposal and Company approval, optional Personnel in accordance with Article 5.2, and/or optional Equipment and services in accordance with Article 5.3, and/or optional logistics and infrastructure in accordance with Article 5.4. Such optional Personnel, Equipment, services, logistics and/or infrastructure shall be compensated by Company to Contractor according to Article 6.1.4 at the rate(s) defined in Schedule H. Company shall reimburse Contractor for any additional Equipment item specified in accordance with Schedule H.

#### **11.6 Price Invariability**

Except for specific instances as set forth Articles 11.7, 11.8 and 12.2 below, the compensation, rates and the fees provided for in this Contract are fixed and shall remain unchanged throughout the duration of this Contract. They are not, unless otherwise provided in this Contract, subject to revision, escalation nor to any adjustment due to inflation or currency fluctuation.

#### **11.7 Additional Expenditures**

##### **11.7.1 Equipment/Personnel Changes.**

For any optional, additional or different types of Equipment and/or additional Personnel as required by the Company but not specified in this Contract, Company and Contractor shall agree, in writing, a fair remuneration acceptable to Contractor. Contractor shall not be obligated to provide any such Equipment or Personnel to the Survey Area until such written agreement is concluded.

##### **11.7.2 Parameter/Location Changes.**

In the event that, in the course of the Survey, a change of (i) geophysical acquisition parameters, such as field geometry, source or receiver configuration and the like or (ii) the location of all or a portion of the Survey Area, is required by Company and to the extent that such changes are not included and priced in this Contract and such changes have more than an immaterial effect on Contractor's cost of performing the Survey, it shall be resolved in accordance with Article 11.8 below.

#### **11.8 Modification of the Fees**

Should Company (i) modify the Survey program as set forth in Schedule G, or (ii) should there be any modifications or adjustments to the Work (Article 4.1.3), (iii) the addition of additional Equipment or Personnel not provided for in this Contract (Article 11.7.1) or (iv) the modification or change of the Survey parameters or location (Article 11.7.2) and should this Contract not contain the fees that might be applicable to such modification, then Company and Contractor shall, provided that Contractor is able to document that such modifications have more than an immaterial effect on Contractor's cost of performing the Survey, agree to reasonable adjusted rates and Contractor shall provide Company with whatever supporting evidence which it may reasonably be required to justify such adjusted fees. In all cases, the cost of any program modifications shall be calculated taking into full account any savings resulting from such modifications and only the net difference shall be credited/invoiced to Company as the case may be. Any modification to the rates and fees structure may only be implemented following agreement in writing between the Parties.

## **12 TAXES AND CUSTOMS DUTIES**

### **12.1 Taxes**

Contractor shall accept liability and pay for all Taxes which may be assessed or levied on Contractor and its Personnel by the Governmental taxing authority of any country, resulting from the performance of this Contract imposed on Contractor by the Survey Country. Contractor shall defend, indemnify and hold Company harmless from and against any and all liabilities, claims, judgments (including legal expenses) regarding the aforesaid Taxes and shall promptly reimburse to Company any sum which the latter may have to pay as a result of any default of Contractor and its Personnel. Contractor shall require its Sub-Contractors and their Personnel to pay all such Taxes and to accept sole responsibility therefor. Contractor acknowledges that, in establishing the rates, fees and lump sums as set forth in this Contract, it has taken into account, all existing Taxes for which it is liable in accordance with the present Article 12.1.

### **12.2 New Taxes**

If, at any time after the date of Contractor's bid on which this Contract is based, there occur new, or changes or amendments to any existing applicable Taxes or customs or import/export laws, rules, decrees or regulations in the Survey Country or elsewhere where the Work is being executed, which changes cause an effective increase of Contractor's Tax obligation resulting from the performance of this Contract, then Company and Contractor shall meet to discuss, in good faith, and in compliance with applicable tax and/or import/export laws, rules, decrees and regulations, appropriate, if any, modifications to Contractor's compensation (as specified in this Contract) or establish new contractual provisions in order to neutralize such adverse effect. Such modification of Contractor's compensation shall, if any, be agreed by the Parties in writing.

### **12.3 Tax reports**

The Contractor is responsible for familiarizing himself with and observing the duty to provide information which, in accordance with Section 5-6 of the Norwegian Tax Assessment Act and appurtenant regulations, is imposed on the Company as a public body and the Contractor himself and any sub-contractors of the Contractor.

The Contractor shall also inform the Norwegian tax authorities of this Agreement and through such notification particularly draw the tax authorities' attention to the fact that the Contractor, through this present Agreement, is responsible for observing the duty to provide information which is imposed on the Company in accordance with Section 5-6 of the Norwegian Tax Assessment Act.

### **12.4 Import, Export, Customs Duties**

#### **12.4.1 Contractor's Obligations**

Subject to the further provisions of this Article 12.3, Contractor shall bear and pay for the cost of any customs duties, port dues, brokerage fees and other import or export charges as imposed on its Equipment (including materials, consumables, spare parts, supplies) and Contractor shall defend, indemnify and hold harmless Company with respect thereto.

#### **12.4.2 Compliance with Applicable Laws**

Contractor shall comply with all Applicable Laws pertaining import and export and with Company's instructions if any.

#### **12.4.3 Allocation of Costs**

Subject to the terms of the following provisions of this Article 12.3, Company shall neither pay for

nor reimburse Contractor for any import and export charges, customs duties and the like, including those relating to the import and export of Contractor's Personnel personal effects or consumables unless expressly agreed between Company and Contractor. Company shall not reimburse Contractor for any penalties imposed on Contractor for failure to pay on time said charges or to comply with Applicable Laws.

**12.4.4 [N/A]**

**12.4.5 [N/A]**

**12.4.6 [N/A]**

**12.4.7 [N/A]**

## **13 INVOICING AND PAYMENT**

### **13.1 Invoicing Procedures**

#### **13.1.1 Invoicing Cycle**

As early as possible after the end of each calendar month Contractor shall submit to Company one (1) original and three (3) copies of invoice(s) covering the Work or parts thereof as performed during the preceding month. Each said invoice shall be either approved or disputed by Company and returned to Contractor within thirty (30) Days after receipt.

#### **13.1.2 Invoice Disputes**

If Company disputes all or part of any invoice, Company shall so advise Contractor, in writing, the reasons for its rejection. Contractor may then:

- 13.1.2.1 either return the invoice to Company corrected to the reasonable satisfaction of Company,  
or
- 13.1.2.2 return to Company a modified invoice covering the non-disputed portion only. In such case, payment for the disputed portion of the invoice shall be made after the settlement of the issue, it being understood that Company and Contractor shall endeavor in good faith to settle any amount in dispute at the earliest possible date.

### **13.2 Currency and Term of Payment**

#### **13.2.1 Currency of Invoice Payment**

Payment of Contractor's non-disputed invoices shall be made in Norwegian Kroner. Invoices for local reimbursement and/or additional items shall be issued and paid for in the currency originally disbursed by Contractor or, at the option of Company, in Norwegian Kroner at the official exchange rate in effect on the date of such reimbursement.

#### **13.2.2 Time/Place of Payment**

Payment of Contractor's non-disputed invoices shall be made by Company within a period of thirty (30) Days from date of receipt of invoice. Payment shall be made by cheque or bank transfer to the bank account and address as specified in the invoice. If made by bank transfer, payment shall be deemed effected as from the date of transfer out of Company's bank account. Any withholding, tax or assessment of any nature pursuant to Article 15.2 below, resulting from the foreign or overseas

address of payment as designated by Contractor, shall be for the sole account of Contractor.

### **13.2.3 Subject to Applicable Law**

All payments under, or in connection with, this Contract shall be subject to all applicable banking and currency control regulations of the Survey Country.

### **13.2.4 Mobilization and Demobilization Fee**

Notwithstanding anything to the contrary above, the mobilization fee shall only be invoiced after the verification and approval of the Field Unit's completeness by Company pursuant to Article 3.2, and the demobilization fee shall only be invoiced after completion of the cleaning and clearing of the Survey Area in compliance with the Accepted Standards and Applicable Laws and the issuing of the final reports.

### **13.2.5 Past Due Invoices**

All past due, undisputed invoices or portions thereof shall accrue interest according to the Norwegian Act on Interest on Delayed Payments of 1976.

### **13.2.6 Set-off**

The Company may set-off any monies due to it from Contractor in any payment obligation to Contractor hereunder according to Norwegian case law (in Norwegian: "*Bakgrunnsrett*").

## **14 AUDIT**

### **14.1 Company's Right to Inspect Contractor Records**

Company reserves the right to inspect, examine and copy Contractor's and its Sub-Contractors' records and accounts for verification of any amounts payable to Contractor under this Contract and to perform internal or external audits of Health, Safety and Environment management of the Work.

### **14.2 Contractor's Duty to Maintain Records**

Contractor shall safely keep, in accordance with generally accepted accounting practices, true and detailed records and accounts pertaining to the Work carried out or pertaining to scheduled items as provided thereunder and relative to all transactions related thereto. Contractor shall retain all such records for at least five (5) years after the Demobilization Date.

### **14.3 Mechanics of Audit**

At any time during the term of this Contract, and within twenty-four (24) months thereafter, any representative or representatives authorized by Company in writing, may review any and all records of Contractor and its Subcontractors and vendors of any tier relative to the Work and to transactions related thereto for the purpose of determining whether Contractor has complied with the procedure as outlined in this Article and has abided by all provisions of this Contract.

### **14.4 Time Limitation of Audit Right**

Notwithstanding the foregoing, all statements rendered by Contractor shall conclusively be presumed to be true and correct after six (6) months following payment unless within such period, Company takes written exception thereto and makes a claim on Contractor for adjustment. The foregoing rights of audit shall be limited to the verification of the correctness of paid invoiced items and shall in no event apply to any charges which are expressed as a fixed unit rate or percentage, any Contractor information or records which are privileged, other client information, any information or record subject to an obligation of confidentiality by Contractor or any other record

not necessary to verify compensation received by Contractor pursuant to this Agreement.

#### **14.5 Contractor's Duty to Assist Audit**

Contractor shall assist Company in making such audits. In the event that such audit(s) should reveal any discrepancy or error of any nature whatsoever, such discrepancy or error will be promptly corrected and the corresponding reimbursement to or by (as the case may be) Company, if any, shall be made according to the procedure set forth in this Contract.

### **15 DEDUCTION FROM PAYMENTS**

#### **15.1 Data Deficiencies**

Notwithstanding any other provisions of this Contract to the contrary, if any geophysical data for which Company is invoiced is not according to Contract, then Company reserves the right, after consultations with Contractor, to deduct the amounts relative to such matters from any payments to be made to Contractor or to otherwise recover these amounts from Contractor.

#### **15.2 [N/A]**

### **16 ASSIGNMENT OF CONTRACT BY COMPANY**

#### **16.1 Company's Right to Assign**

Company may, at any time, by serving written notice to Contractor, freely assign all or part of its rights and obligations under this Contract to an Affiliate. Assignment of this Contract by Company shall not relieve Contractor of any of its duties, obligations or liabilities under this Contract and Contractor hereby agrees to continue carrying out all its duties and obligations under this Contract in the event of such assignment.

#### **16.2 Contractor's Right to Assign**

Contractor shall not assign this Contract or the performance of the Work to a third party (other than an Affiliate of Contractor) without the prior written consent of Company.

### **17 SUB-CONTRACTORS**

#### **17.1 General Obligations with Respect to Sub-Contracting**

##### **17.1.1 Contractor's Rights**

Contractor undertakes not to sublet or subcontract this Contract, in whole or in part, without prior written consent of Company, which consent shall not be unreasonably withheld. The approval of such sub-letting or subcontract shall not absolve Contractor from any of its obligations and liabilities with respect to this Contract unless otherwise agreed by Company. Contractor shall be fully responsible for the acts, deficiencies, defaults and neglects of any Sub-Contractor and Sub-Contractor's Personnel as if they were acts, deficiencies, defaults and neglects of Contractor's Personnel.

##### **17.1.2 Contractor's Duty**

Contractor shall ensure that all and any Sub-Contractors proposed to Company are solvent and sufficiently experienced in the activities they are expected to perform as part of the



Work.

## **17.2 Replacement of Sub-Contractors**

In the event that any Sub-Contractor should not execute that portion of the Work for which it is responsible in accordance with this Contract, Contractor shall immediately terminate any such sub-contract and submit to Company without undue delay the name of a suitable, competent replacement at no extra cost to Company. Company will promptly approve any such acceptable replacement Sub- Contractor.

## **17.3 Expenses and Delays Due to Sub-Contracting**

### **17.3.1 Contractor's Responsibility**

Contractor shall be solely responsible for all direct and indirect costs and expenses attributable to sub- contracting or arising therefrom, and for any and all consequences including delays arising therefrom. Contractor undertakes to make no claim or request for price adjustment and/or time extensions whatsoever due to sub-contracting.

### **17.3.2 Contractor's Indemnity Duty**

Contractor shall protect, indemnify and hold harmless Company from any and all costs, expenses, claims, demands, liabilities, judgments, fines, penalties and the like resulting from, or otherwise connected with, Contractor employing Sub-Contractors or resulting from a third party affected by the Work executed by Contractor and/or Sub-Contractors.

## **18 LIABILITIES/INDEMNITY**

As used in this Article 18, the term "Company" shall be deemed to include its directors, officers, employees and agents. For the purposes of any indemnity or waiver of recourse, as given by Contractor to Company under this Contract, Company shall be acting, or shall be deemed to be acting, as the case may be, also as agent for its directors, officers, employees and agents for their direct or indirect involvement on matters covered by this Contract. The term "Contractor" as used herein shall include its Affiliates, Sub-Contractors and their respective directors, officers, employees and agents. For the purpose of this Article 18, the terms "Party" or "Parties" shall be deemed to include those included within the foregoing definition of "Company" and "Contractor."

### **18.1 [N/A]**

## **18.2 Liabilities Between Contractor and Company**

### **18.2.1 Waiver of Rights**

Both Parties to this Contract shall waive any and all rights of recourse they might have against each other and undertake to obtain the same from their respective underwriters, for any damage to or loss of their respective property and property they may have hired from a third party howsoever or by whomsoever caused, except if caused by Gross Negligence by the other Party.

### **18.2.2 Tape/Data Responsibility**

Contractor shall be liable for any damage to or loss of magnetic field tapes under its care, custody and control until their safe delivery to Company's designated address or to any other location designated by Company and shall indemnify Company for any damage or loss thereof which occurs prior to such delivery. In the case of loss, destruction of or damage to the tapes and/or to any

related documents prejudicial to obtaining processing results for which Contractor or another is responsible, as provided above, Contractor shall immediately advise Company and shall, at Company's option, either:

- 18.2.2.1 if Contractor's Field Unit is then in the Survey Area and the Company so elects, re-acquire the pertinent seismic profiles or profile segments and/or data samples and/or related documents either on new tapes and/or on equivalent medium acceptable to Company as quickly as possible and at Contractor's sole expense, or,
- 18.2.2.2 credit Company for any outstanding invoice, or portion thereof, relative to such lost, destroyed or damaged data, or,
- 18.2.2.3 reimburse to Company the sums previously paid to Contractor for the acquisition of the seismic data and/or samples and/or documents lost, damaged or destroyed.

However, should a copy of the original tape which was lost or damaged be available, Contractor shall fully discharge its liability as set forth above by providing Company, at its own cost, without delay with an undamaged copy of such tape. Company may in addition to the above apply such remedies as may be available to it under Norwegian case law (in Norwegian: "*Bakgrunnsrett*").

#### **18.2.3 Indemnity for the Parties Property/Personnel**

Each Party shall defend, indemnify and hold the other Party harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of it or its Personnel and injuries to or disease or death of its Personnel, regardless of the cause of or the reason for said damages loss, injuries, disease or death, except if caused by Gross Negligence by the other Party.

#### **18.2.4 Consequential Damages**

Without prejudice to any provisions contained in this Contract to the contrary, neither of the Parties shall be responsible or liable to the other Party for special, indirect or consequential loss or damage suffered by such other Party, such as loss of contract, loss of production or profits, whether such liability is based or claimed to be based upon any negligence or other act or omission on the part of the Party causing the damage or loss, or any such Party's Personnel, in connection with the performance of this Contract. Each Party hereby waives its right to pursue such extraordinary remedies against the other Party.

### **18.3 Liabilities Toward Third Parties**

#### **18.3.1 Contractor's Obligations**

Subject to the provisions of Article 18.2 above, Contractor agrees to defend, hold harmless and indemnify Company, its agents and employees, from and against any and all claims, suits, costs, liabilities, judgments, fines, penalties or demands, including costs of the defense and settlement thereof, in respect of damage to or loss of any third party property and personal injury to or death of any third party person to the extent caused by the Contractor or any of its Sub-Contractors or the agents or employees of either and arising out of or in relation to the execution by Contractor of this Contract. Likewise, Company agrees to defend, hold harmless and indemnify Contractor, its agents and employees from and against any and all claims, suits, costs, liabilities, judgments, fines, penalties or demands, including costs of the defense and settlement thereof, in respect of damage to or loss of any third party's property and bodily injury to or death of any third party to the extent

caused by the Company, or of any of its agents or employees and arising out of or in relation to the performance of this Contract

#### **18.3.2 [N/A]**

### **18.4 Holding Harmless**

#### **18.4.1 Defense Obligation**

Whenever a claim or demand is made against or a Party is sued in respect of any loss, damage or injury whatsoever for which the other Party is responsible under the provisions of this Article 18, the latter shall defend and hold harmless the former.

#### **18.4.2 Payment Obligation**

Whenever a Party shall have been required to pay, pursuant to a judgment or agreed settlement, a sum for which the other Party is wholly or partly responsible under the provisions of this Article 18, the latter shall reimburse and indemnify the former without delay.

#### **18.4.3 Costs of Defense**

Each Party (the "indemnifying Party") shall be responsible for the defense of any suit brought against the other Party on account of any claim in respect of which the indemnifying Party is responsible under the provisions of this Article 18 and shall satisfy any judgment or agreed settlement against the other Party resulting therefrom. The other Party may, however, participate, at its sole expense, in the defense of any suit to which it is a party without relieving the indemnifying Party of his responsibility for the defense of the suit. The Other Party shall forthwith, upon receiving notice of any suit brought against it, deliver to the indemnifying Party full particulars thereof and shall render all reasonable assistance as requested by the Indemnifying Party in the defense of the suit.

### **18.5 Rights of the Parties**

The rights to indemnification of either Party under this Article 18, shall be independent of any rights to insurance proceeds which may be available to such Party under Article 19 below.

## **19 INSURANCE**

### **19.1 General**

#### **19.1.1 Contractor's Obligation**

Contractor shall, at its own cost and expense, obtain and maintain, or cause to be obtained and maintained, throughout the duration of this Contract and any extensions thereof, insurance policies to meet its obligations of the Contract through international insurance underwriters or through a local insurance underwriter, if required by Applicable Laws of the Survey Country. In all cases Company reserves the right to approve the selected insurance company(ies), such approval not to be unreasonably withheld.

#### **19.1.2 Contractor's Representations**

Contractor represents that the insurance coverages referred to in this Article shall be in full force and effect prior to the Mobilization Date.

#### **19.1.4 Waiver of Subrogation Rights**

Contractor's insurance shall contain provisions whereby its insurers waive their rights of subrogation against Company, and its respective insurers, to the extent of the liabilities assumed by Contractor under the provisions of Article 18 above.

### **19.2 [N/A]**

## **20 FORCE MAJEURE**

### **20.1 General**

#### **20.1.1 Relief from Performance**

Any failure to contractually perform any obligation under this Contract or part thereof is not regarded as a breach of contract if the non-compliance is due to Force Majeure. Both the affected Party and the non-affected Party shall be relieved from such obligation(s) for the duration of the Force Majeure event.

#### **20.1.2 Contractor's Obligations**

The occurrence of a Force Majeure event (as well as the termination thereof) shall be immediately notified, and evidenced with appropriate documentation, by the Party having invoked it to the other Party. During the existence of Force Majeure, Contractor shall apply and/or maintain, insofar as possible, all safety, and security measures appropriate to protect Contractor's Personnel and equipment. The Parties shall do everything reasonably possible to minimize the effects of a Force Majeure condition, and shall make every effort to remedy the situation as quickly as possible.

### **20.2 [N/A]**

### **20.3 Termination of Contract for Force Majeure**

#### **20.3.1 Notification**

In the event that, due to Force Majeure, the Work is suspended for a period in excess of a thirty (30) days period, either Party may, as from the first Day after such period, terminate this Contract at any time by serving a written notification to the other Party and, subject to Article 20.3.2 below, neither Party shall have any claim against the other as a consequence thereof.

#### **20.3.2 Company's Obligations**

In the case of Contract termination by either Party due to Force Majeure, Company shall:

- 20.3.2.1 pursuant to the provisions of Articles 6.1 and 6.2, reimburse Contractor for all costs previously and reasonably incurred by and paid for or committed to in good faith by Contractor in respect of the part of the Work not as yet completed on such termination date, and
- 20.3.2.2 compensate Contractor, at the rates specified in this Contract, as full and final remuneration and compensation under Contract, only for (i) work actually completed prior to the date of the interruption due to Force Majeure, (ii) the period of standby as authorized by Company pursuant to Article 20.2.1, and (iii) the demobilization fee.

### **20.3.3 Contractor's Obligations**

20.3.3.1 Contractor shall immediately (i) surrender to Company all Survey data such as tapes, samples and consumables, as well as all documents related to the Work on a "where is, as is" basis and (ii) assign to Company any sub-contracts that Company may elect to assume.

20.3.3.2 Contractor shall, at its own cost and, to the extent not prevented or hindered by continuing Force Majeure, (i) remain responsible to clear and clean the Survey Area in compliance with Accepted Standards and Applicable Laws and (ii) demobilize its Equipment and Personnel assigned to the Work from the Survey Area.

## **21 GOVERNING LAWS AND RESOLUTION OF DISPUTES**

### **21.1 Governing laws**

This Contract and the duties and responsibilities of the Parties under the terms thereof shall be governed, construed, interpreted, enforced, and the Parties' relationship determined, in accordance with the laws of Norway, to the exclusion of any conflict laws, regulations, rules, decrees or judicial, executive or administrative decisions which would refer the matter to the laws of another jurisdiction.

**21.1 [N/A]**

**21.2 [N/A]**

### **21.3 Dispute resolution**

If a dispute arises between the parties concerning the interpretations or legal effects of the Contract, a settlement of the dispute shall be sought through negotiations. If such negotiations do not succeed, either party may take the case to the ordinary courts of law. The correct legal venue is Stavanger District Court.

**21.3.2 [N/A]**

**21.4 [N/A]**

**21.5 [N/A]**

**21.6 [N/A]**

## **22 CONFIDENTIALITY**

### **22.1 Contractor Obligation**

#### **22.1.1 Contractor Acknowledgment**

Contractor acknowledges that confidentiality is an essential requirement of this Contract and undertakes to treat any information (including, but not limited to geological and geophysical data and information) relevant to the Work as well as the location and results of Work, as strictly confidential. Such information and/or results shall only be disclosed by Contractor to Company

Representative, to the Personnel of Contractor and its Sub-Contractors (on a “need-to-know” basis) or to any other person authorized in writing by Company.

#### **22.1.2 Contractor Obligation.**

Consequently, Contractor undertakes not to disclose to any third party whomsoever, any information and/or any result relating to, or arising out of the Work or activity of Company and/or of any other Company’s contractors. Contractor shall take all appropriate measures to ensure that its Personnel, Sub-Contractors, suppliers and their respective Personnel shall likewise observe and comply with said obligations of confidentiality and non-disclosure.

#### **22.2 Obligation to Survive**

The obligations referred to in Article 22.1 shall remain in full force and effect for a period of ten (10) years after termination of this Contract.

#### **22.3 Company to be bound**

Company shall be bound by equivalent obligations in respect of such information as it may acquire in the course of Work with regard to Contractor’s proprietary or patented technology, trade secrets and know-how related to the Work.

#### **22.4 Public Information**

Neither Party hereto shall be obligated to maintain in confidence any such data or information which the applicable Party can show (i) was part of the public domain at the time it was received by such Party or subsequently became part of the public domain through no fault of such Party, (ii) was already in such Party’s possession prior to the time it was received under the terms hereof or (iii) after it was received by such Party, was acquired by such Party, without the breach of any confidentiality obligation to a third party rightfully in possession thereof.

#### **22.5 Government Reporting**

It is understood that it is the responsibility of both Company and Contractor to comply with laws of the Survey Country with respect to reports required to be made to appropriate Governmental agencies

of information relating to the Work and Contractor shall promptly refer to Company for appropriate action any inquiry or request received by it from any such Governmental agency concerning such information and if Company shall instruct Contractor not to comply to any such Governmental inquiry or request, Company shall indemnify Contractor against any loss, damage, fine or penalty suffered or sustained by Contractor in consequence of complying with such Company instructions.

#### **22.6 Breach of Obligations**

In the event of any breach on the part of Contractor of its obligation under this Article 22, Company shall be entitled to terminate this Contract in accordance with Article 10.2.

### **23 PATENT INFRINGEMENT**

#### **23.1 Contractor Indemnity**

Contractor shall indemnify and hold harmless Company from and against any and all claims of infringement or misappropriation of a patent(s), patent rights or proprietary technology or trade

secrets of others based upon the operations of Contractor, or the Equipment used, or the processes or the material furnished by Contractor in its execution of Work under this Contract. If Contractor is obliged to interrupt the Work due to any such legal proceedings being threatened or brought against it, Company shall compensate Contractor only for that portion of the Work already completed unless Contractor immediately replaces the offending or contravening Equipment, component thereof, process or material by non-offending or non-contravening Equipment, component thereof, process or material which, in Company's reasonable opinion, is technically satisfactory to that replaced.

### **23.2 Limitations to Contractor's Obligation**

The foregoing defense and indemnity obligation shall not apply (i) if the claim of infringement or misappropriation is made against Company and Company fails to notify Contractor promptly in writing of any such claim or fails to give Contractor authority, information and assistance (at Contractor's expense) for the defense thereof or (ii) if the claim of infringement or misappropriation is based on equipment, materials or methods that Company either owns or directs Contractor to use, in which case, Company shall indemnify, defend and hold Contractor harmless therefor, all as provided above.

### **23.3 Relief from Performance**

If, due to such legal proceedings, Contractor is prevented from delivering all or part of the data resulting from the Work, Company shall be exempted from any payment related to such part of the Work and Contractor shall reimburse Company any payment which has previously been made corresponding to that part of the Work which is subject to legal proceedings. Otherwise, Contractor shall be excused from its obligation to perform this Contract to the extent it is unable to do so due to such claim of infringement or misappropriation.

## **24 [N/A]**

## **25 NOTICES AND LANGUAGE OF CONTRACT**

### **25.1 Notices**

All notices, communications and statements, other than invoices, which are required or permitted to be given under this Contract shall be in writing and shall be deemed to be effectively given upon receipt if personally delivered to the specified address, or upon receipt if sent by prepaid registered mail (or air mail if international) with return receipt requested or by commercial courier, or upon receipt if transmitted by telefax, e-mail or other electronic means, or upon receipt of the answer back of the addressee if transmitted by telex, e-mail or other means provided a confirmation copy is transmitted as provided above.

Company and Contractor addresses for notices are detailed below. Notwithstanding the above, routine communications transmitted by telefax or telex will not require a confirmation copy sent by mail.

Notices to Company:

Notices to Contractor:

With a copy to:

With a copy to:

## **25.2 Change of Address**

Either Party may change its notice address(s) by giving the other Party written notice thereof as provided above.

## **25.3 Language of Contract**

Except as otherwise specified in this Contract, all matters pertaining to this Contract and the communications between the Parties under this Contract shall be conducted in English, English being the language of this Contract.

# **26 ENTIRETY OF CONTRACT**

## **26.1 [N/A]**

## **26.2 Modifications**

Modifications to this Contract shall not be binding on either Party unless incorporated into this Contract, in writing, and signed by a representative of each Party, each bearing specific authorization of its Party to do so.

## **26.3 Waivers**

No waiver of any of any term or condition of this Contract shall be effective unless signified in writing. Any failure by either Party, at any time or from time to time, to enforce or require strict observance and execution of any term or condition of this Contract, or to exercise a right hereunder, shall not constitute a waiver of such term, condition or right and shall not affect or impair the same, or the right of such Party at any time to avail itself of the same.

# **27 SEVERABILITY**

Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under Applicable Laws. In the event that any provision of this Contract shall finally be determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract will in no way be affected or impaired thereby, and in substitution for any such provision held invalid, illegal substituted a provision of similar import reflecting the original intent of the Parties hereto to the extent permissible under Applicable Laws.

# **28 COUNTERPARTS**

This Contract may be executed in any number of counterparts and each such executed counterpart shall be deemed an original Contract for all purposes, provided that neither Party shall be bound by



the terms of this Contract unless and until both Parties have executed at least one counterpart hereof.

## **29 PROVISIONS SURVIVING THE CONTRACT**

### **29.1 Obligations to Survive**

Termination of this Contract and/or completion of the Work shall not release the Parties from obligations which, expressly or by their nature, survive this Contract or extend beyond this Contract termination or Demobilization Date.

### **29.2 Parties to be bound**

Notwithstanding termination of this Contract, each Party shall remain bound by the provisions of Articles 4.6, 6, 11, 13, 14, 18, 22 and 28 hereof.

## **30 PRIORITY OF CONTRACT DOCUMENTS**

Should there be any conflict, discrepancy, inconsistency or ambiguity between any documents of this Contract, then, unless otherwise expressly provided for, these shall rank in the order of priority as listed here below:

1. Service Agreement
2. Special Conditions of Contract, including the tender document and annex 1
3. General Conditions of Contract
4. Schedule A – Definitions
5. Schedule H -- Compensation
6. Schedule C – Technical Specification
7. Schedule B – Scope of Work and Survey Unit description (Equipment)
8. Schedule D – Health, Safety and Environment
9. Schedule F – Technical Documentation and Reports
10. Schedule E – Personnel
11. Schedule G – Survey Area, Survey program
12. Documents and Drawings

In case of any incompleteness, the above documents shall be deemed to be complementary, so that all the terms of any such document shall be considered to be included in all the others and fully applicable.