

## General Terms and Conditions

WHEREAS the Company has requested the Consultant to perform certain services as hereinafter set forth and the Consultant has agreed to perform such services on and subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the mutual covenants and conditions as hereinafter contained, the parties hereto agree as follows:

### **1. Work Execution**

1.1 The Consultant shall execute the work in a professional manner and in accordance with the provisions of the Agreement. The Consultant shall submit all such reports to the Company as will be specified in the Agreement. The Consultant shall notify the Company of any intention to be absent from work.

1.2 The Company shall ensure that the Consultant without undue delay receives all relevant information and documentation necessary to carry out the services. The Company shall further ensure that the Consultant is given necessary access to work sites. Changes in the information provided by the Company which significantly can influence the Service and the performance of the Consultant shall be reported to the Consultant without undue delay.

### **2. Health & Safety**

2.1 The Company shall provide all adequate health and safety measures to ensure a working environment that is safe and in accordance with any relevant legislation and to ensure that the risks that cannot be eliminated are controlled at a tolerated level. The Company shall notify the Consultant of any specific PPE requirement.

2.2 The Consultant has the right to refuse to carry out an activity when the safety, according to own judgement, is not satisfactory.

### **3. Variations**

3.1 The Company shall be entitled to request additional work (hereinafter referred to as "Variation") under this Agreement.

3.2 All Variation requests shall be in writing, clearly defining the Variation required, including but not limited to remuneration and time schedule.

3.3 No Variation shall be implemented before the parties have reached an agreement regarding the extent and the remuneration hereto and the revised time schedule.

### **4. Confidentiality**

4.1 Save for any deliverables under this agreement both parties agree not to disclose to any third party without the written consent of the other party, any information related to this Agreement.

4.2 However, each party shall be free to disclose such information as is:

- a) known by it prior to the information being disclosed by the other party, or
- b) part of the public domain at the time of disclosure, or
- c) required to be disclosed by public authorities in accordance with applicable law.

4.3 The Consultant may disclose information to subcontractors of the Company without prior written consent to the extent necessary to complete the Work.

4.4 The obligations of both parties as defined in this article shall apply notwithstanding the completion of the work or termination of this Agreement

4.5 The Consultant shall have the right to make reference to the Company's name in proposals or other similar submissions made to other prospective clients, unless the Company expressly prohibits such disclosure. Any other publications related to the Customer or the services performed for the Company by Heron Offshore under this Agreement shall be subject to the Company's prior approval.

### **5. Intellectual Property Rights**

5.1 The Company shall have full ownership rights to the deliverables developed by the Consultant as part of the Work, unless otherwise specified. The Consultant shall, subject to this Agreement on a royally free basis, have free use of such deliverables.

5.2 Any writings (including but not limited to photographs, diagrams, models and computer programs) developed during the course of the Work, which are not part of the deliverables, shall be the exclusive property of the Consultant.

5.3 Notwithstanding the above, both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement shall remain the sole property of the originating party.

### **6. Remuneration**

6.1 The Company shall pay the Consultant as specified in the agreement. Payment shall be made to the bank account as stated on the invoice and take place within 30 days. At a minimum of once per month, or at the end of a short project, the Consultant shall prepare and submit an invoice to the Company for the services performed by the Consultant for the specified timeframe. For late payment interest will be charged at 1% interest rate per month for the total sum of the outstanding payment. All prices quotes are exclusive of VAT and local sales taxes. In the event that VAT is applicable for such services, VAT shall be stated as a separate line item on the invoice.

6.2 The Consultant shall submit to the Company, timesheets, travel/expenses or similar detailed records in the manner and frequency as required by the Company.

6.3 Nothing in this agreement shall be construed as implying a contract of employment between the Company and the Consultant. The Consultant shall be fully responsible for the payment of taxes, social security and other costs and obligations according Dutch law and regulations; the Company cannot be held responsible for any financial claims in this respect.

6.4 The Company shall be fully responsible for the payment of all taxes and other costs and obligations according the laws and regulations of the country in which the project takes place abroad. The consultant cannot be held responsible for any financial claims in this respect.

### **7. Insurance**

7.1 The Consultant will be responsible for his personal medical insurance, which should include illness, disability, liability. In no circumstances the Company can be held responsible for any costs related to health problems which are not work related.

### **8. Termination**

8.1 Each party shall have the right to terminate this Agreement at any time upon 14 days written notice to the other party.

8.2 The Company may at any time demand the withdrawal of the Consultant whose conduct or performance is in its opinion unsatisfactory, upon which the Company may immediately terminate the Agreement.

8.3 In the event of termination according to article 8.1 and 8.2 above, the Company shall reimburse the Consultant for all Work, including preparations, performed up to the date of termination and all costs and expenses reasonably incurred by the Consultant as a consequence of such termination. The Company shall arrange and pay for the repatriation of the consultant to Leidschendam, The Netherlands.

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8.4 This agreement will automatically terminate upon death of the Consultant, if the Company contract with his Client is suspended or terminated, if the Company withdraws the Consultant because of unsatisfactory work or behavior, or if the Consultant withdraws without written agreement.

## **9. Liability and Idemnity**

9.1 Consultant shall have no authority to enter into any binding commitment on behalf of the Company.

9.2 The Company will not accept any legal or financial responsibility for consequence arising out of the behavior of the Consultant or any alleged infringement by him on the local laws.

9.3 Without prejudice, the Consultant shall be under no liability whatsoever to the Company for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of the performance of the employment services supplied.

## **10. Law and Jurisdiction**

10.1 This agreement shall be governed and construed in accordance with the law in The Netherlands.

10.2 Any dispute arising in relation to or as a consequence of this agreement, which cannot be settled amicably through negotiations between the parties shall be subject to Dutch Court.

## **11. Personnel**

11.1 Heron Offshore will provide suitable qualified personnel to carry out the engagement

11.2 Heron Offshore may substitute staff provided that the substituted staff has essentially the same qualifications as the staff being replaced.

## **12. Force Majeur**

12.1 Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, or labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.