

GENERAL CONDITIONS (version 1.2 December 2019)

1. Definitions

1.1. In these General Conditions and in any subsequent Contract, the terms defined in this section shall have the following meaning when they are written with a capital letter:

Affiliate: in relation to either Party, an entity that (i) is directly or indirectly, controlled by such Party; or (ii) directly or indirectly, controls such Party; or (iii) is directly or indirectly, controlled by a Company or corporation that also directly or indirectly, controls such Party. For the purposes of this definition, "control" means having the right to exercise or cause the exercise of the vote of more than 50% of all the voting shares of such Company or corporation.

Call Off Order a request for Services sent by the Company to NHV in the Form set out in Appendix 1

Civil Aviation Authority: EASA, the civil aviation authority of the State of Registration, respectively the one of the State of Operation as the case may be, and any successor agency or agencies thereto.

Company Group: Company, its Affiliates and its and their sub-contractors and their respective successors, assignees, agents and its and their directors, officers and employees.

Call Off Contract and or Contract: a call off contract formed between the Parties for Services and governed by these General Conditions.

Contract Price: the remuneration for the Services calculated in accordance with the Contract.

NHV Group: NHV, its Affiliates, clients, client's clients (if any) and its and their sub-contractors and their respective successors, assignees, agents and its and their directors, officers and employees.

Disaster: a sudden accident or a natural catastrophe that causes great damage, or potential threat to loss of life, where the obligation to provide assistance applies.

Emergency: an unforeseen combination of circumstances that calls for immediate action in relation to serious injury or matters concerning life and death.

General Conditions: these General Conditions which shall form part of and govern any Contract.

Helicopter: any helicopter that shall be utilized by NHV for the performance of the Service, as specified in the Contract.

Offshore Facility: a facility being used for drilling, production, construction, pipe laying, wind farm installation or any other operation within the Operating Area to which Company may from time to time require NHV to fly the Helicopter and which is acceptable to NHV for operation of the Helicopter, as specified in the Contract.

Onshore Facility: a heliport facility including passenger terminal as specified in the Contract, or any other mutually acceptable facility from which NHV will operate the Helicopter.

Operating Area: the areas over which helicopter operations will take place between the Operational Base, the Onshore facility and the Offshore facility, as specified in the Contract.

Operating Base: the heliport facility operated by NHV, including passenger facilities, hangars, workshops and offices as specified in the Contract.

Service(s): the helicopter services that NHV shall carry out in accordance with the provisions of the Contract, including the provision of all materials, services and equipment to be rendered in accordance with the Contract.

In addition to terms defined elsewhere in the General Conditions, the definitions and other provisions in this Clause apply throughout these General Conditions unless the contrary intention appears.

In these General Conditions, unless the contrary intention appears, a reference to a clause, sub clause, paragraph, appendix is a reference to a clause, sub clause, paragraph, appendix of or to the General Conditions.

The headings in the General Conditions do not affect its interpretation.

2. Flight Scheduling

2.1. The Service shall be provided in accordance with a mutually agreed flight schedule. Where Company gives seven (7) days' notice of changes of scheduled flight requirements, NHV shall accommodate such changes in schedule where practically possible. In case of termination of a Contract by Company, a Cancellation Fee shall be payable by Company to NHV as specified in the Contract.

3. NHV's Responsibilities

3.1. NHV shall obtain all necessary regulatory authority approvals, including a valid Certificate of Airworthiness in respect of the Helicopter for the operation of the Helicopter in the Operating Area during the Service.

3.2. NHV declares that, at the date that the Service is carried out the Helicopter shall comply with all legal aviation requirements, in particular, that they shall be adapted to provide the Service, which in particular refers to the necessary safety measures to guarantee the safety of the passengers.

3.3. NHV shall provide all the necessary facilities, Helicopter, parts and consumables and any other equipment, and personnel of appropriate qualifications and experience to perform the Service at the Operating Base throughout any Contract.

3.4. NHV shall perform the Service with the standard and skill, care and diligence which a competent and suitable qualified person performing such Service could reasonably be expected to exercise and in accordance with all relevant statutory requirements.

3.5. NHV warrants that it has the necessary resources, all authorizations, decisions, consents required by law and that all persons acting on his behalf within the scope of the Contract will hold the relevant licenses.

4. Company's Responsibilities

4.1. Company certifies that it is entitled to perform the work to which the Services relate in different locations in the Operating Area and that it has obtained or shall obtain at its own expense all necessary permits, titles, administrative documents and other authorizations required under Company's name for the performance of the Services.

4.2. Company shall, at its expense, provide and maintain a suitable flight deck and associated facilities at the Offshore Facility in accordance with the requirements of any lawful authority having jurisdiction from time to time and at the reasonable satisfaction of NHV

4.3. Company represents that all equipment and facilities present at the Offshore Facility are well maintained and inspected to an agreed, approved industry standard.

4.4. Company shall, at its expense, provide a Helicopter Landing Officer (H.L.O.) on the Offshore Facility who shall carry out the duties required under all applicable legislation and in addition shall perform the following duties:

- (i) Controlling movements of all personnel on the helicopter landing area;
- (ii) Assisting in unloading/loading of freight as instructed by the flight crew, insofar as the load distribution is concerned;
- (iii) Assisting in the refueling of the Helicopter(s) at the request of and as approved by the flight crew where such facilities are available;
- (iv) Providing the flight crew with an accurate and complete passenger and cargo manifest together with an accurately completed acceptance check list and written information referred to in the Air Navigation (Dangerous Goods) Regulations 1985 7 & 9;
- (v) Perform any such other duties as may be agreed between the Parties for the receipt and loading of freight and controlling of passenger movements.

4.5. Company shall provide and maintain food, accommodation and medical attention for NHV's personnel on the Offshore Facility to the same standard as provided by Company to its own employees of similar status.

4.6. Company shall provide passenger video safety briefings and immersion suits (both provided to the Company by NHV) to the passengers in accordance with applicable industry standards and the instructions of NHV on both the Offshore and Onshore Facility.

5. Inability of Performance

5.1. Final decisions as to whether or not a flight should be undertaken and as to the manner of performing operations hereunder based on weather, flying conditions prevailing at the time, shall be made by NHV at its sole discretion. Company shall accept such decisions as final and binding and NHV shall not be liable to Company for any costs or claims other than described in the Contract.

5.2. In any case, NHV shall not be liable to Company for a failure to perform its obligations under the Contract where such failure is caused by one of the below mentioned occurrences:

- (i) weather conditions on or above the limits stated in the operations manual, including sea states or significant waves above limits for safe helicopter operations;
- (ii) the failure by the Company to comply with any of its obligations under the Contract if such failure has the effect of making the Helicopter unavailable;
- (iii) any act, law, regulation or directive of a government or any statutory or local authority or agency thereof making flight operations impossible;
- (iv) any mandatory modifications or inspections required to be carried out on the Helicopter, subsequent to commencement of operations, by the manufacturers or the competent Civil Aviation Authority;
- (v) an unexpected breakdown of the Helicopter.

5.3. In case the Helicopter is incapable to perform the Service for one of the abovementioned reasons, and to the extent such occurrence doesn't impact the entire fleet of NHV Group capable to perform the Service, NHV shall undertake reasonable endeavors to provide an alternative Helicopter to perform the Service.

6. Flight Priorities

6.1. It is understood and accepted that NHV may be faced with a request for the use of the Helicopter by third parties and the following priorities for such third party use are recognized as taking precedence over ordinary Company service use:

- (i) Disaster: This shall take precedence over all other flying.
- (ii) Emergencies: This shall take precedence over all other flying except 6.1.i above.
- (iii) Risk of Disaster: This shall take precedence over ordinary Company service use.

6.2. NHV shall advise the Company promptly of such circumstances and use reasonable endeavors to ensure that notwithstanding these circumstances the Company's operational requirements are not prejudiced

7. Contract Price

7.1. The Parties mutually agree that the Contract Price for providing the Service shall include the following elements:

- (i) hourly flight rate, as set forth in the Contract, based on the time when the Helicopter rotor worked in connection with performance of flights, meaning from rotor start to rotor stop, as recorded in the Multi Sector Load Sheets. The Multiple Sector Load Sheets will be prima facie evidence of the number of flying hours;
- (ii) fuel, based on the average fuel consumption of the Helicopter, multiplied with the average fuel price, as specified in the Contract;
- (iii) third party and ancillary charges (e.g. navigation, landing, security and passenger charges etc.) which shall be

reimbursed at direct cost plus uplift for finance and administration costs, as specified in the Contract.

7.2. If any change occurs to operation or maintenance of the Helicopter or operation site or if Company fails to comply with the provisions set forth in the Contract, or in case of significant modification in international and national regulation, in particular in the event that modifications, additional or new equipment or procedures or similar are required by the Civil Aviation Authority, NHV is entitled to review the Contract Price.

7.3. Save to the extent that an item is exempted from or zero rated for Tax Added Value, the Contract Price will be increased by Value Added Tax at the rate applicable at the time a Contract is entered into.

7.4. Company shall pay the Contract Price due without deduction or set-off within thirty (30) days of receipt of the invoice by wire transfer to the bank accounts of NHV and under reference as indicated on the invoice.

7.5. Within seven (7) days of receiving an invoice, the Company shall notify NHV in writing whether or not it agrees with the contents of the invoice. The payment of an invoice by Company shall be deemed an acceptance in full of the services rendered and invoiced.

8. Termination of a Contract

8.1. Each Party may terminate a Contract by giving prior written notice to the other. In the event that NHV so terminates a Contract, NHV shall have no liability towards Company save for execution of the Service provided to the Company up to the date of termination. If the Company terminates a Contract the Company shall pay to NHV, within 14 days of the date of termination, the Cancellation Fee as more particularly specified in the Contract.

8.2. Upon termination of a Contract, (i) NHV shall cease performance of the Service and remove all its personnel and equipment from the Offshore Facility, (ii) Company shall within ten (10) days of the effective date of termination pay to NHV in full and final settlement all amounts of compensation due under or in any way arising from the Contract until the date of termination, and (iii) Company shall within ten (10) days of the effective date of termination return NHV provided information and deliver all information and all other data or documents prepared by NHV Group or any subcontractor in connection with the Service.

9. Safety, Health and Environment

9.1. NHV shall comply with its Safety, Health and Environment Policy and laws as further described on its website www.nhv.be.

10. Audit and Records

10.1. NHV shall maintain complete records pertinent to all aspects of the Service and retain such records for a period of six (6) months after completion of the Service during which time Company shall have the right to audit from time to time during normal business hours and at places where NHV's records are located for the purpose of verification of technical and operational standards or to review and verify the invoices issued by NHV to Company. Company shall conduct such audit at its sole expense. Notwithstanding the above NHV's records to be made available for audit shall specifically exclude verification of the fixed charges, NHV's proprietary technical records, confidential business information and confidential information relating to other customers.

11. Insurance

11.1. NHV shall obtain and maintain during the Term of the Contract the following insurances:

- (i) Combined Single Limit Insurance covering third party and passenger (including passenger baggage) and cargo legal liabilities in an amount of \$ 150.000.000,00 (hundred fifty million US dollar) any one accident or occurrence.
- (ii) All Risks Hull Insurance covering accident or damage to the Helicopter.

11.2. NHV shall submit copies of the insurance certificates upon request of Company.

12. NHV's Status

12.1. In the performance of the Contract, NHV shall be at all times an independent contractor and neither it nor its agents, servants or employees shall be deemed to be employees of the Company. NHV's personnel shall be under the direct supervision and control of NHV, not of Company.

13. Assignment and Subcontracting

13.1. The rights and obligations of either Party hereunder shall not be assigned or transferred in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, NHV is allowed to assign all or part of its obligation and/or rights under a Contract to an Affiliate of NHV Group without the prior written consent of Company.

13.2. The Contract shall be binding upon the successors and assignees of the Parties hereto.

13.3. NHV may subcontract any part of the Service without the prior approval of the Company.

14. Liability and Limitations

14.1. NHV shall indemnify, defend and hold harmless Company Group from and against any and all claims, costs, liabilities, losses, damages or expenses payable under contract or at law or otherwise in respect of sickness of or injury to, or death of NHV Group personnel, or loss of or damage to NHV Group equipment and property, arising out of or in connection with the performance of this Service, howsoever caused.

14.2. Furthermore, NHV accepts the normal responsibilities of a helicopter operator concerning all passengers and goods and materials in transport, it being understood that NHV is sole operator and responsible for all risks due to aerial navigation. Consequently, persons and goods and materials in transport shall be covered in accordance with the liability regime and limits as stipulated in the Montreal Convention (Convention of the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999) and its present and future amendments.

14.3. Subject always to clause 14.2 Company shall indemnify, defend and hold harmless NHV Group from and against any and all claims, costs, liabilities, losses, damages or expenses payable under contract or at law or otherwise in respect of sickness of or injury to, or death of Company Group personnel, or loss of or damage to Company Group equipment and property, arising out of or in connection with the performance of the Service, howsoever caused.

14.4. NHV shall indemnify, defend and hold harmless Company Group from and against any and all claims, costs, liabilities, losses, damages or expenses payable under contract or at law or otherwise suffered by the Company Group in respect of sickness of or injury to, or death of third party personnel, or loss of or damage to third party equipment and property, caused by the NHV Group and arising out of or in connection with the performance of the Service.

14.5. Company shall indemnify, defend and hold harmless NHV Group from and against any and all claims, costs, liabilities, losses, damages or expenses payable under contract or at law or otherwise suffered by NHV Group in respect of sickness of or injury to, or death of third party personnel, or loss of or damage to third party equipment and property, caused by the Company Group and arising out of or in connection with the performance of the Service.

14.6. Company shall indemnify, defend and hold harmless NHV Group from and against any and all claims, costs, liabilities, fines, losses, damages or expenses payable incurred by NHV Group by reason of NHV's failure to comply with the Immigration Laws of the relevant country, where such failure is attributable to Company's failure to provide an accurate and complete passenger manifest.

14.7. Neither Company Group nor NHV Group (each a "Group") shall be liable to the other Group for any indirect, special or consequential loss or damage whatsoever resulting from, arising out of or in consequence of the performance of the Contract including but not limited to any direct or indirect loss of use, loss of production, loss of rights from untimely completion, loss of profit or business interruption whether resulting from or contributed to by any act or omission of any

member of its Group and each Group shall indemnify, defend and hold harmless the other Group from and against any and all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto.

14.8. NHV shall be responsible for and indemnify Company Group against all liabilities, claims, costs, expenses, actions, proceedings, suits and demands, arising out of or in connection with any actual or threatened pollution and contamination and/or the cost of clean-up or control thereof emanating from the Helicopter and property owned by NHV Group as a result of acts or omissions of NHV or their personnel, pursuant to or in connection with the performance and or non-performance of the Contract.

14.9. Company shall be responsible for and indemnify NHV Group against all liabilities, claims, costs, expenses, actions, proceedings, suits and demands arising out of or in connection with any actual or threatened pollution and contamination and/or the cost of clean-up or control thereof emanating from Company Group's property and equipment as a result of acts or omissions of the Company or their personnel pursuant to or in connection with the performance and or non-performance of the Contract.

14.10. Notwithstanding any clause to the contrary, except for Clauses 14.1, 14.2 and 14.7 and or any other liabilities which cannot be limited or excluded at law, NHV's total cumulative liability to the Company arising out of or in connection with the Contract shall in any event be limited to the Contract Price received for the Contract under which the liability arose ("the NHV Limitation of Liability"). The Company shall defend, indemnify and hold harmless NHV for all and any liability in excess of the NHV Limitation of Liability irrespective of cause or fault.

14.11. Company shall furthermore assume responsibility for all reasonable costs necessarily incurred by NHV if, at the request of Company, NHV's Operating Base or the Onshore Facility is removed to and established at another location.

14.12. Company shall assume responsibility for all additional costs incurred by NHV in the performance of the Service under the Contract and over which NHV has no control resulting from onshore diversions away from the Operating Base or Onshore Facility, for example, due to adverse weather conditions at the Operating Base or Onshore Facility, provided that NHV has taken all reasonable steps to minimize the incidence and limit the obligation of such charges.

15. Force Majeure

15.1. If fulfilment of any of the provisions of the Contract (other than the obligation to make payment of money) shall be delayed, hindered or prevented by Force Majeure which shall include, but not be limited to, acts of God, war, strike or labor disputes (affecting not only the Party or its Group claiming a Force Majeure occurrence), acts of the public enemy, total loss or damage beyond repair to a Helicopter, rules and regulations of governmental authorities having jurisdiction or any other cause beyond the control and without the fault and negligence of the Party claiming Force Majeure, and which is unavoidable despite the exercise of reasonable diligence of the said Party, such Party shall not be responsible for any such failure or delay to fulfil its obligations and the Parties shall consult together with a view to determining mutually acceptable measures to overcome the difficulties arising therefrom.

15.2. In the event of a delay or prevention continuing for a period of thirty (30) consecutive days by reason of a Force Majeure condition, then both Company and NHV shall meet to agree a mutually acceptable solution. Failing agreement within thirty (30) days thereafter, both NHV and/or Company shall have the right to terminate the Contract or part of the Contract by giving notice in writing. In the event that the Contract is terminated neither Party shall be liable to the other for any cancellation fee or loss suffered as a result of such termination.

16. Confidentiality

16.1. Each Party shall treat as confidential and ensure that all members of its Group shall treat as confidential and not disclose to any other person any material or information which may come to its knowledge relating to the other Group's activities save that which is in or becomes a part of the public domain. All confidential information shall only be disclosed to such members of NHV Group or Company Group as the case may be, where such information is required by NHV or Company

respectively to perform its obligations under the Contract and shall only be used for the purposes of performing the Party's respective obligations under the Contract.

16.2. Notwithstanding anything to the contrary the confidentiality undertaking of the Company and NHV under this Clause 16 shall survive termination and or expiry for five (5) years.

17. Privacy and Data Protection

17.1. For the purposes of this Clause "Personal Information" means any information provided by or collected or provided by a Party in connection with the Contract (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, government-issued identifier. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information also will be considered Personal Information.

17.2. Any Personal Information collected or accessed by a Party in the performance of the Service shall be limited to that which is strictly necessary to perform such Service or to fulfill any legal requirements.

17.3. Parties shall use such Personal Information only as necessary to perform the Service and not for any other purpose whatsoever. Parties shall maintain such Personal Information in strict confidence in accordance with the provisions of Clause 16.

17.4. If Personal Information is processed by the Company on behalf of NHV Group, NHV refers to its privacy statement (as published on its website) for further information.

17.5. If Personal Information is processed by NHV Group on behalf of the Company, NHV only processes Personal Information on instructions from the Company. The Company then has and holds full supervision and control over the Personal Information. The supervision and control over the Personal Information provided under the Contract is never deemed to be assigned to NHV Group. The Company is the only one liable for the Personal Information, to which NHV gets access to directly or indirectly via the Company. The Company will indemnify NHV for any claim which could arise in virtue of the compliance with Clause 17.

17.6. Each Party will (i) comply with all applicable privacy laws and regulations ("Privacy Laws"); (ii) comply with all standards that relate to Privacy Laws and the privacy and security of Personal Information and (iii) refrain from any action or inaction that could cause NHV Group to breach any Privacy Laws.

17.7. Each Party will take reasonable steps to protect Personal Information in its possession from unauthorized use, access, disclosure, alteration or destruction. Security measures shall include access controls, encryption or other means, where appropriate. A Party must immediately notify the other Party of any known security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of Personal Information.

18. Ethical Conduct and Legal Compliance

18.1. Both Parties shall uphold the highest standards of business ethics in the performance of the Contract. Honesty, fairness, integrity as well as ethical and legal conduct of business shall be paramount principles in the dealings between the Parties.

18.2. Company declares that it has reviewed and has knowledge of the contents of the "NHV Code of Conduct", which is available on the website of NHV, on the following URL: <http://nhv.be/about/code-of-conduct> and Company undertakes to comply with the principles contained therein.

18.3. The Parties shall comply, and cause their Affiliates, subcontractor(s) as well as each of their directors, employees, Company's, agents and/or advisors ("Affiliated Persons") to comply, with the laws, rules and regulations of any other jurisdiction which is or may be applicable to the Contract and the activities of the Parties in connection with the Contract, including all laws, rules or regulations

applicable to or dealing with improper or illegal payments, gifts or gratuities.

18.4. Each Party agrees that neither it nor its Affiliated Persons, as applicable, shall pay, give, offer, promise or authorize the payment or the proposal, directly or indirectly, of any monies or anything of value to any person (whether government or private) for the purpose of influencing or inducing any official or government employee (including employees of state owned enterprises), or any political party or its employees or candidates, to obtain or retain business, or direct business to any person, or to take any other action or decision favorable to NHV when any such act is a prohibited payment.

18.5. Each Party agrees that it and its Affiliated Persons, as applicable, will not take any action, or fail to take any action, that would subject the other Party, or any affiliate thereof, to liability or penalty under any applicable laws, rules or regulations of any jurisdiction dealing with improper or illegal payments, gifts or gratuities.

18.6. The defaulting Party shall bear all loss, expense and damage and shall save, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, suits, demands, liabilities, costs, expenses (including legal, court, experts' and investigative fees) and causes of action for any breach by the Defaulting Party of this Clause 18.

19. Miscellaneous

19.1. Waiver. It is fully understood and agreed that none of the provisions of the Contract shall be deemed waived by either Party unless such waiver is executed in writing and then only by the duly authorized agents or representatives of such Party.

19.2. Severability. If any provision in the Contract is void or non-applicable but would be valid if some part of the provision were deleted or restricted, the provision in question shall apply with such deletion or restriction as may be necessary to make it valid, provided that such deletion does not alter the economic effect of such clause as initially intended by the Parties.

19.3. Entire agreement. The Call Off Contract together with the General Conditions contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, with respect to the same subject matter, still in force between the Parties, except for any Helicopter Services Framework Agreement that has been concluded between Parties and that applies to this specific Call Off Contract.

19.4. Amendment. Any amendment to the Contract, as well as any addition or omissions, shall only be effective if made in writing and signed by the duly authorized agents or representatives of both Parties.

19.5. Notices. Any notice given under the provisions of the Contract shall be in writing and if sent by mail shall be sent by registered mail appropriately addressed at the addresses as mentioned above.

20. Applicable Law and Jurisdiction

20.1. The Contract and all issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of the Contract shall be governed by and construed in accordance with the Laws of the country in which NHV is registered.

20.2. All disputes arising in connection with the Contract shall, in first instance, be submitted to the exclusive jurisdiction of the competent courts of the country in which NHV is registered.

APPENDIX 1. EXAMPLE CALL OFF ORDER

CALL OFF ORDER

Undersigned requests the following Service(s) to be provided by NHV in accordance with the terms and conditions of the Helicopter Services Framework Agreement made between the parties dated [].

Details of Service:

A	Date(s) of Service to be provided	<i>[insert date(s)]</i>	
B	Description of Service requested		
C	Helicopter requested (if known)	*[delete as appropriate] [H175] [AW139] [H155] [H145T2] [OTHER <i>(please state)</i>]	
D	Destination	[include co-ordinates if known]	
E	Preferred departure location	*[delete as appropriate] [NORWICH] [ABERDEEN] [BLACKPOOL] [OSTEND] [DEN HELDER] [ESBJERG] [OTHER <i>(please state)</i>]	
F	Estimated number of PAX		
G	Is any cargo to be carried?	(if yes please provide a general description of cargo. Please note that dangerous, flammable or explosive cargo may not be carried without prior authorization)	
H	Company contact	Name	
		Email	
		Telephone	
		Address	

If NHV are able to perform this Service please send a formal acceptance to the Company contact above. If NHV is unable to perform this Service please confirm to the Company contact.

Signed for and on behalf of [COMPANY NAME]	
NAME	
POSITION	
DATE	

Approved by and on behalf of [NHV COMPANY NAME]	
NAME	
POSITION	
DATE	
BANK ACCOUNT	