

## GENERAL CONDITIONS OF OCL DATED 19 May 2024 (HEREINAFTER "GENERAL CONDITIONS")

1.1) These are the general conditions of Offshore Contracting London Ltd (hereinafter "OCL"). OCL is a private limited company, incorporated under English law, Company number 14597346 and having its offices in London, UK.

1.2) In these General Conditions "OCL Group" means: OCL, its shareholders, its employees, any other persons who are working or have worked for or via OCL and all third parties who were, are or will be contracted by OCL.

1.3) The provisions of these General Conditions have been made for and for the benefit of OCL and OCL Group.

2.1) Only and exclusively these General Conditions apply to any contract for the supply of legal services entered into by OCL, to all other agreements entered into by OCL, to all legal relationships with OCL, to all services rendered by OCL, and to everything that may occur in connection therewith or as a result thereof, including successive contracts for the supply of legal services and/or amended contracts for the supply of legal services.

2.2.) OCL explicitly rejects the applicability of any other contractual provisions or general conditions of the Client and/or of any other party.

2.3.) OCL may change these General Conditions from time to time. The most recent version of the General Conditions shall always apply.

3.1) In these General Conditions "Claim(s)" means: every claim for (*inter alia*, but not limited to) payment of damages or to establish liability filed against OCL or any member of OCL Group and/or every notice holding OCL and/or OCL Group liable, issued by the Client or a third party, on the basis of breach of contract, tort, negligence, breach of duty or whatever other legal ground whatsoever, resulting from or in connection with the contract for the supply of legal services entered into between the Client and OCL and/or the manner in which OCL has carried out and/or dealt with its obligations under that contract and/or the manner in which OCL has performed the services or work and/or the activities connected with the contract for the supply of legal services.

3.2) The performance by OCL of any contract for the supply of legal services is done solely for the Client and no other party can derive any rights from any services rendered or work done by OCL. The Client shall protect, defend, hold harmless and indemnify OCL and/or OCL Group against any and all Claims. The Client's obligation to protect, defend, hold harmless and indemnify OCL and/or OCL Group also applies in respect of costs incurred by OCL and/or OCL Group in relation to defending against such Claims.

4.1) In the event of liability of OCL and/or OCL Group for Claims (notwithstanding that the liability of the OCL Group is completely excluded), that liability for Claims shall be limited to the amount that OCL has invoiced and received payment of in the relevant case until a total maximum amount of GBP 10,000.- (ten thousand pounds only).

4.2.) Notwithstanding anything stated elsewhere, in no event whatsoever shall OCL or OCL Group (notwithstanding that liability of the OCL Group has been totally excluded) be liable for Excluded Losses.

Excluded Losses means:

- a) indirect or consequential loss as meant under English law; and
- b) wasted expenditure, loss of profit, loss of income, loss of production, loss of one or more contracts, loss of business opportunity, as well as any (legal) costs connected to all the aforementioned losses and wasted expenditure.

4.3) Any and all (personal) liability of the members of OCL Group other than OCL is hereby explicitly rejected and excluded. Claims may only be brought solely and exclusively against OCL. Client waives any rights it may have to bring Claims against any other member of OCL Group.

4.4) The limitations and exclusions of liability and indemnities in these General Conditions apply regardless of cause and even in the event of fault or negligence (contractual or tort) of OCL or any member of OCL Group

5) In the performance of the services/work pursuant to a contact for the supply of legal services OCL is authorised and entitled to employ the services of third parties. OCL will discuss the selection of such third parties with its Client. OCL shall exercise due care when employing the services of third parties. OCL is not liable for acts by these third parties.

6) All Claims by the Client against OCL and/or against any member of OCL Group (notwithstanding that all liability of OCL Group other than OCL has been excluded), shall expire and become non-existent if the Client has not notified OCL of the costs, losses and damages and of the possible liability of OCL, in writing and in explicit language, within twelve months of the day on which the Client becomes aware, or should have become aware, of the costs, losses and damages and/or the possible liability of OCL. In writing does not include email, SMS, Whatsapp or any other type of electronic communication.

7.1) Unless a fixed fee has explicitly been agreed to in writing, OCL's fee to be charged to the Client will be calculated on the basis of the worked hours against the agreed hourly fee. Where an hourly fee has been agreed to, OCL shall be entitled to, on 1 January of every year after the year in which the contract for the supply of legal services was entered into, adjust its hourly fee in accordance with the Consumer Price Index.

7.2) Unless explicitly agreed otherwise in writing, OCL's invoices must be paid within 30 days of the date of the invoice.

8) The law of England and Wales applies to the legal relationship between OCL and its Client and to all services performed by OCL and any disputes arising therefrom or connected thereto (hereinafter "Disputes"). All such disputes shall be exclusively resolved by arbitration in London by a sole arbitrator who shall be a full or aspiring full member of the LMAA (London Maritime Arbitrators Association). A party commencing arbitration proceedings must notify the other party in writing and request them to agree on a sole arbitrator within 14 days of their receipt of the notice. If the parties cannot agree on a sole arbitrator within the said 14 days then, on application by either party, the current President of the LMAA shall have the sole and unfettered discretion to appoint a suitably qualified arbitrator. Any arbitration proceedings shall be governed by the LMAA rules in existence on the date of commencement of proceedings. The language of the arbitration proceedings shall be English

9) OCL Group shall keep private and confidential all information disclosed to it by the Client or relating to the Client's business.

10) OCL Group's Anti-Bribery and Corruption Policy is as follows:

i) OCL Group is committed to carrying out business fairly, honestly and openly and has a zero-tolerance approach to bribery and corruption.

ii) OCL Group prohibits the:

(a) offering, promising, giving, solicitation or accepting of any bribe, whether a financial or other advantage, directly or through a third party, to any person or company or public official;

(b) by any individual employee, agent or person who performs services or acts on behalf of OCL Group;

(c) for any reason whatsoever, including in order to, illegally or unethically, obtain or retain business or an advantage in the conduct of business, or gain a financial or other advantage for OCL Group.

iii) All persons who act on business for OCL Group must adhere to this policy and have similar policies in place.

11) If any provision of these General Conditions shall be found by any court or administrative body of competent jurisdiction or arbitrator to be invalid or unenforceable, the invalidity or unenforceability shall not affect

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the other provisions of these General Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

12) Parties agree that the characteristic performance of the contract for the supply of legal services is effected by OCL and that the habitual residence of OCL is London, United Kingdom.

End of General Conditions.