

**SECTION II(B) - LOGIC GENERAL CONDITIONS FOR CONTRACT**  
**FOR PURCHASE OF GOODS EDITION 3 – MARCH 2018**

**SPECIAL CONDITIONS OF CONTRACT**

The General Conditions contained in LOGIC General Conditions of Contract for Purchase of Goods – Edition 3 – March 2018 shall be modified in the following manner:

1. **Clause 1 - Definitions**

1.1 The definitions of COMPANY, CONTRACTOR, CO-VENTURER and PURCHASE ORDER shall be deleted and replaced with the following:

1.3 “COMPANY” is defined in Section I – Form of Agreement and shall include the COMPANY's legal personal representatives, successors and assigns. When referring to a PURCHASE ORDER, “COMPANY” means COMPANY or its AFFILIATE that is named as the COMPANY in such PURCHASE ORDER.

1.4 “COMPANY GROUP” means the COMPANY, its CO-VENTURERS, its and their respective AFFILIATES, its and their respective contractors (of any tier) and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the CONTRACTOR GROUP.

1.5 “CONTRACTOR” is defined in Section I – Form of Agreement and shall include the CONTRACTOR’s legal personal representatives, successors and assigns.

1.7 “CO-VENTURER” means (a) any other entity with whom the COMPANY, or any AFFILIATE of the COMPANY, is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK is being performed; and (b) in circumstances where an AFFILIATE of the COMPANY is party to the relevant agreement, such AFFILIATE; and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER

1.11 “PURCHASE ORDER” means the work order, service order, purchase order, requisition order or other document of whatever title, which shall be issued by COMPANY from time to time against the CONTRACT and agreed to by CONTRACTOR, instructing the performance of work in accordance with the terms of the CONTRACT. The term “PURCHASE ORDER” does not include any documents issued by CONTRACTOR, such as a Cost Time Resource sheets (CTRs), proposals or quotations, unless and to the extent that such documents are expressly applied by the relevant work order, service order, purchase order, requisition order or other document issued by the COMPANY.

1.2 The following new definitions shall be added as Clauses 1.12 to 1.16:

1.12 “COMPANY REPRESENTATIVE” means that person referred to in Clause 2A.

1.13 “CONTRACT” shall mean the LOGIC General Conditions of Contract for Purchase of Goods – Edition 3 – March 2018, these Special Conditions thereto and the PURCHASE ORDER. For the avoidance of doubt, in the event of ambiguity or contradictions between the General Conditions of Contract and these Special Conditions the Special Conditions shall take precedence over the General Conditions of Contract.

1.14 “CONTRACTOR REPRESENTATIVE” means that person referred to in Clause 2A.

1.15 “CONTRACT PRICE” means the price for the GOODS calculated in accordance with the terms of the PURCHASE ORDER.

1.16 “WORKSITE” means the lands, waters and other places on, under, in or through which the GOODS are made or pass, including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the CONTRACT.

2. Clause 2 – Interpretation

Add the following new paragraph to the end of the existing provision:

All references to “this PURCHASE ORDER” will be deleted and replaced with “the CONTRACT and the relevant PURCHASE ORDER” subject to the following exceptions:

- (a) in Clauses 1.8, 2B, 4 (second paragraph only) and 13 such references will be amended to read “the relevant PURCHASE ORDER”
- (b) in Clauses 11, 16 (final paragraph only), 19, 20, 24, 25 (including heading), 26, 27 and 29 such references will be amended to read “the CONTRACT”
- (c) in Clauses 17.1 (first occurrence only), 17.2 (first occurrence only) and 18(a) (second occurrence only) such references will be amended to read “the CONTRACT or any PURCHASE ORDER”.

3. New Clause 2A

Add the following new Clause 2A between existing Clauses 2 and 3:

2A COMPANY AND CONTRACTOR REPRESENTATIVES

#### 2A.1 General

- (a) The COMPANY REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE are the persons named as such in the PURCHASE ORDER.
- (b) Such representatives, or delegates appointed in accordance with the provisions of this Clause 2A, shall be readily available to enable both the COMPANY and the CONTRACTOR to discharge their obligations under the CONTRACT.

#### 2A.2 Company Representative

- (a) The COMPANY REPRESENTATIVE has the authority to commit the COMPANY in all matters under the CONTRACT and, subject to any delegation of such authority which shall be notified to the CONTRACTOR in writing, shall be responsible for issuing to and receiving from the CONTRACTOR all notices, information, instructions and decisions.
- (b) By notice to the CONTRACTOR, the COMPANY REPRESENTATIVE may at any time delegate any of his authority to any nominated deputy. Such notice shall specify the precise authority of any such deputy and shall be sent to the CONTRACTOR REPRESENTATIVE.
- (c) The COMPANY may change the COMPANY REPRESENTATIVE at any time and shall notify the CONTRACTOR of any change.
- (d) Except as expressly stated in the CONTRACT, the COMPANY REPRESENTATIVE has no powers to amend the CONTRACT or to relieve the CONTRACTOR from any of its obligations under the CONTRACT.

#### 2A.3 Contractor Representative

- (a) The CONTRACTOR REPRESENTATIVE has the authority to commit the CONTRACTOR to any course of action within the rights and obligations of the CONTRACTOR under the CONTRACT and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from the COMPANY all notices, information, instructions and decisions.
- (b) The CONTRACTOR REPRESENTATIVE may delegate any of his authority to any nominated deputy, the terms of such delegation being subject to the prior approval of the COMPANY which shall not be unreasonably withheld or delayed.

- (c) The CONTRACTOR shall not change the CONTRACTOR REPRESENTATIVE or any nominated deputy without cause without the prior approval of the COMPANY which shall not unreasonably be withheld or delayed.
- (d) The CONTRACTOR REPRESENTATIVE has no powers to amend the CONTRACT.

4. New Clause 2B

Add the following new Clause 2B after new Clause 2A:

2B PURCHASE ORDERS

The COMPANY or any AFFILIATE of the COMPANY and the CONTRACTOR may enter into PURCHASE ORDERS from time to time during the term of the CONTRACT. Each PURCHASE ORDER must be either (a) in writing and signed by the COMPANY and the CONTRACTOR; or (b) in the form of an authorisation for the supply of GOODS initiated by the COMPANY electronically and (i) acknowledged in writing or electronically (as the case may be) by the CONTRACTOR; or (ii) deemed agreed by the CONTRACTOR by its delivery of the GOODS. A PURCHASE ORDER may not conflict with any other part of the CONTRACT and may not amend any term of the CONTRACT. Each PURCHASE ORDER incorporates the terms and conditions of the CONTRACT but is a separate contract between the COMPANY named in the PURCHASE ORDER and the CONTRACTOR, and the rights, obligations, and liability under any PURCHASE ORDER extend only to those persons.

5. Clause 16 - Price Payment

Delete second sentence in its entirety and replace with the following:

Unless otherwise stated in the relevant PURCHASE ORDER, the COMPANY will pay for the GOODS against the CONTRACTOR's invoice in the amounts specified in the CONTRACT and the relevant PURCHASE ORDER within thirty (30) days of the later of (i) receipt of the CONTRACTOR's proper Value Added Tax invoice; and (ii) delivery of the GOODS.

6. Clause 17 – Termination

Add the following new Clauses 17.3 and 17.4:

17.3 Termination of the CONTRACT or any PURCHASE ORDER is without prejudice to any outstanding obligations and, without prejudice to the foregoing generality, the following Sections and Clauses shall remain in effect:

- (a) General Conditions of Contract Clauses 1, 2, 8, 13, 16, 17, 19, 20, 21, 22, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36 and 37; and
- (b) The Special Conditions of Contract as set out herein.

17.4 Expiration or termination of the CONTRACT does not affect the rights and obligations of the parties to an outstanding PURCHASE ORDER, and any such PURCHASE ORDER continues in full force and effect until the GOODS are provided as required in that PURCHASE ORDER or until termination of that PURCHASE ORDER

7. Clause 21 - Insurance

Delete Clause 21 in its entirety and replace with:

21 INSURANCE

21.1 The CONTRACTOR shall arrange as a minimum the insurances set out in Clause 21.2 and ensure that they are in full force and effect for the duration of the CONTRACT. All such insurances shall be placed with reputable and substantial insurers, satisfactory to the COMPANY, and shall for all insurances (including insurances provided by subcontractors) other than Employer's Liability Insurance/ Workmen's Compensation insurance to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, include the COMPANY, CO-VENTURERS and its and their respective AFFILIATES as additional assureds. All insurances required under this Clause 21 shall be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the COMPANY, CO-VENTURERS and its and their respective AFFILIATES in relation to the CONTRACT to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT. Such insurances shall also where possible, provide that the COMPANY shall be given not less than thirty days' notice of cancellation of or material change to cover. All premiums in respect of procuring such insurances and arranging any endorsements shall be met entirely by CONTRACTOR. The provisions of this Clause 21 shall in no way limit the liability of the CONTRACTOR under the CONTRACT.

21.2 The insurances required to be effected under Clause 21.1 shall be as follows (to the extent that they are relevant to the GOODS):

- (a) Employer's Liability and/or (where the jurisdiction of where the GOODS are to be made or under which the employees employed requires the same) Workmen's Compensation insurance covering personal injury to or death of the employees of the CONTRACTOR engaged in the provision of the GOODS to greater of (i) the minimum value required by any applicable legislation including extended cover (where required) for working offshore or (ii) the sum of £5,000,000 per incident or series of incidents arising from a single event;

- (b) General Third Party Liability insurance for any incident or series of incidents covering the operations of the CONTRACTOR in the performance of the CONTRACT, in an amount not less than £5,000,000 per incident or series of incidents arising from a single event; and
- (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction.

21.3 The CONTRACTOR shall supply the COMPANY with evidence of such insurances on demand.

21.4 The CONTRACTOR shall procure that subcontractors are insured to appropriate levels as may be relevant to their work.

8. Clause 23 – Variations

Delete existing Clause 23 in its entirety and replace with:

23. VARIATIONS

The COMPANY has the right to issue instructions to the CONTRACTOR at any time to make any variations to the GOODS which are within the capability and resources of the CONTRACTOR. The CONTRACTOR shall proceed immediately as instructed. Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair valuation shall be made (as agreed between the PARTIES).

9. Clause 25 – Transfer of Purchase Order

Delete existing Clause 25 in its entirety and replace with:

25. ASSIGNMENT AND SUBCONTRACTING

25.1 The COMPANY is entitled to assign the CONTRACT or any part of it or any benefit or interest in or under it to any CO-VENTURER or AFFILIATE of the COMPANY. In addition, the COMPANY may make any such assignment to any other third party but only with the prior written agreement of the CONTRACTOR which shall not unreasonably be withheld or delayed.

25.2 The CONTRACTOR undertakes that, in the event of any assignment described above, it shall execute without delay a formal assignment of interest in the CONTRACT to the relevant party, to be effective upon the written assumption by the assignee of all relevant obligations of the COMPANY under the CONTRACT.

25.3 The CONTRACTOR shall assign neither the CONTRACT nor any part of it nor any benefit or interest in or under it without prior written approval of the COMPANY which shall not unreasonably be withheld or delayed.

25.4 The CONTRACTOR shall not sub-contract the whole or any part of its rights or obligations under this CONTRACT to any other person, without first obtaining the COMPANY's prior written consent.

10. Clause 28 – Special Terms

Delete existing Clause 28 in its entirety and replace with “NOT USED”.

11. New Clause 31

31. CUSTOMS PROCEDURES

31.1 When applicable the PARTIES shall each apply to HM Revenue and Customs for Shipwork End Use (SEU) and shall also where appropriate apply for Inward Processing Relief (IPR), Outward Processing Relief (OPR) and Returned Goods Relief (RGR) for their respective import, export and re-import of materials, goods, tools, equipment and supplies required for the CONTRACT.

31.2 The CONTRACTOR undertakes to import, export and re-import any items for the GOODS which are subject to customs control in such a way as to enable maximum advantage to be taken of HM Revenue and Customs procedures.

31.3 The PARTIES shall each develop with government authorities, customs procedures for their respective export to the WORKPOINT and re-import from the WORKPOINT of all materials, goods, tools, equipment and supplies to be provided under the CONTRACT.

31.4 The PARTIES shall each respectively be accountable and liable for compliance with customs procedures based on each PARTY being a customs authorised trader and who is in possession (not ownership) of the items subject to customs control at any given time.

31.5 For the purposes of this Clause 31, “WORKPOINT” shall mean an offshore location or vessel from which exploration or exploitation of oil and / or gas is carried out.

31.6 The CONTRACTOR shall pay and make payment at such times when due and payable, all import/export taxes and duties on materials, goods, tools, equipment and supplies required for the CONTRACT and imported or exported by the CONTRACTOR. The CONTRACTOR will be responsible for ensuring that it

holds the necessary import/export licences issued by the relevant authorities prior to the commencement of the WORK.

31.7 Where equipment and materials are sold to the COMPANY under the CONTRACT the CONTRACTOR shall:

- (a) prepare and provide to the COMPANY full documentation to show and certify all information regarding items subject to customs control, including the origin, customs status and customs commodity code number as may be necessary for the COMPANY to minimise or nullify the effect of customs duty on such items; and
- (b) make available on a confidential basis to HM Revenue and Customs all data reasonably necessary to enable the CONTRACTOR to obtain the maximum benefits in terms of reliefs and shall pass all such benefits in full to the COMPANY; and
- (c) inform the COMPANY without delay in the event that the CONTRACTOR is unsuccessful in any application for reliefs. In such event, the COMPANY shall have the option to import or export or re-import any items affected under its own authorised procedure

12. New Clause 32

32 TAXES

32.1 The CONTRACTOR shall in accordance with the provisions of Clause 35 be responsible for:

- (a) The payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the CONTRACTOR is liable as imposed by any appropriate governmental authority whether of the United Kingdom or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the CONTRACTOR; and
- (b) The payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which the CONTRACTOR is liable, whether arising in the United Kingdom, its territorial waters, its continental shelf or elsewhere, now or hereafter levied or imposed by any appropriate governmental authority whether of the United Kingdom or elsewhere, arising from this CONTRACT; and



- (c) Compliance with all statutory obligations to make deductions on account of tax and remit the required amounts to any appropriate governmental authority whether of the United Kingdom or elsewhere, including, but not limited to income tax, PAYE, national insurance, employee taxes, charges, social security costs, levies and contributions whether or not they are measured by the wages, salaries or other remuneration or benefits paid to persons employed by the CONTRACTOR, or persons providing services in connection with the CONTRACT to the CONTRACTOR, and the imposition of a similar obligation upon all subcontractors or any other person employed by them or providing services to them in connection with the CONTRACT; and
- (d) Ensuring that any subcontractor or any other person employed or providing services on or in connection with the CONTRACT shall comply with this Clause 32.

32.2 The CONTRACTOR shall supply to the COMPANY all such information, in connection with activities under the CONTRACT, as is necessary to enable the COMPANY to comply with the lawful demands for such information by any appropriate governmental authority whether of the United Kingdom or elsewhere.

32.3 Where the CONTRACTOR, any subcontractor or any other person employed by them, or providing services to them on or in connection with the CONTRACT, is or may become liable for tax as a result of the operation of Part 7A of the Taxes Management Act 1970 and / or Section 1013 of the Income Tax Act 2007 and / or Section 1313 of the Corporation Tax Act 2009 and / or Section 1170 of the Corporation Tax Act 2010 and / or Section 276 of the Taxation of Chargeable Gains Act 1992 or, in each case, any amending legislation, and if such a person, within forty five (45) days of the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, is not able to exhibit to the reasonable satisfaction of the COMPANY that the person is “resident” for tax purposes within the United Kingdom, the CONTRACTOR shall, where the WORK or any part thereof is to be performed within the United Kingdom and / or within a “designated area”, obtain for itself and procure that any such subcontractor or other person employed by them, or providing services to them on or in connection with the CONTRACT, obtains an exemption certificate from an officer of HM Revenue and Customs in favour of the COMPANY in accordance with Section 77F of the Taxes Management Act 1970 and any amendment thereto. The CONTRACTOR shall immediately upon receipt thereof, forward such certificate to the COMPANY or where such certificate is refused, the CONTRACTOR shall upon being so informed, immediately notify the COMPANY of such refusal. If the person ceases to be so resident or such exemption certificate is cancelled the CONTRACTOR shall immediately advise the COMPANY of such event.

If such exemption certificate is not obtained within forty five (45) days of the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, or having

been obtained is subsequently withdrawn, the COMPANY shall have the right to make deductions from any amounts due to the CONTRACTOR up to the maximum estimated potential tax liability arising to the person or persons whose exemption certificate has not been obtained or has been withdrawn, as reasonably computed by the COMPANY, arising out of the CONTRACT.

If any such deductions are made by the COMPANY, these shall be paid to the CONTRACTOR on the receipt by the COMPANY of satisfactory evidence that the CONTRACTOR, subcontractor or other person employed by them or providing services to them or in connection with the CONTRACT has paid all taxes arising out of the CONTRACT and HM Revenue and Customs will not be serving a notice on the COMPANY under Section 77C of the Taxes Management Act 1970.

“designated area” shall for the purpose of this Clause 32.3 bear the same meaning as that given to the “UK sector of the Continental Shelf” in Section 874 of the Income Tax (Trading and Other Income) Act 2005 and / or “designated area” in Section 278 of the Corporation Tax Act 2010 and / or “designated area” in Section 276 of the Taxation of Chargeable Gains Act 1992.

“resident” shall for the purpose of this Clause 32.3 mean that the company or person is regarded by HM Revenue and Customs as United Kingdom resident.

- 32.4 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY against all levies, charges, contributions and taxes of the type referred to in this Clause 32 and any interest or penalty thereon which may be assessed, by an appropriate governmental authority whether of the United Kingdom or elsewhere, on the CONTRACTOR GROUP in connection with the CONTRACT and form all costs reasonably incurred in connection therewith.
- 32.5 If the COMPANY receives a notice requiring it to pay any levies, charges, contributions or taxes of the types referred to in this Clause 32 and / or any interest or penalty thereon whether with respect to the CONTRACTOR, any subcontractor, their respective AFFILIATES or any other person employed by the CONTRACTOR or any subcontractor or providing services to the CONTRACTOR or any subcontractor on or in connection with the CONTRACT, the COMPANY shall forthwith notify the CONTRACTOR who shall work with the COMPANY to make all reasonable endeavours to make any valid appeal against such payment. If the COMPANY is ultimately required to make such payment, the COMPANY may recover from the CONTRACTOR any such sums and all costs reasonably incurred in connection therewith and the CONTRACTOR shall within fourteen (14) days of receiving written notice from the COMPANY pay to the COMPANY any such sum or the COMPANY shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.
- 32.6 The COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR against all levies, charges, contributions and taxes of the type

referred to in this Clause 32 and any interest or penalty thereon which may be assessed, by any appropriate governmental authority whether of the United Kingdom or elsewhere, on the COMPANY in connection with the CONTRACT and from all costs incurred in connection therewith, other than those taxes and other matters referred to above which the provisions of this Clause 32 allow the COMPANY to recover from the CONTRACTOR.

13. New Clause 33

33. AUDIT

33.1 During the course of the provision of the GOODS and for a period ending two years thereafter, the COMPANY or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all CONTRACTOR's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to;

- (a) all invoiced charges made by the CONTRACTOR on the COMPANY; and
- (b) any provision of this CONTRACT under which the CONTRACTOR has obligations the performance of which is capable of being verified by audit.

In this respect the COMPANY shall not be entitled to investigate the make-up of rates and lump sums included in the CONTRACT except to the extent necessary for the proper evaluation of any VARIATIONS.

33.2 The CONTRACTOR shall co-operate fully with the COMPANY and/or its representatives in the carrying out of any audit required by the COMPANY. The COMPANY shall conduct any audit in a manner which shall keep to a reasonable minimum any inconvenience to the CONTRACTOR.

33.3 The CONTRACTOR shall obtain equivalent rights of audit to those specified above from all subcontractors and shall cause such rights to extend to the COMPANY.

33.4 The COMPANY and the CONTRACTOR shall keep all documents and data, including that which is stored on computers, related to this CONTRACT for a period of six years after the end date of this CONTRACT.

14. New Clause 34

34 LAWS AND REGULATIONS

34.1 The CONTRACTOR shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the GOODS and/or the WORKSITE.

34.2 The CONTRACTOR shall obtain all licences, permits, temporary permits and authorisations required by the applicable laws, rules and regulations in respect of the GOODS, save to the extent that the same can only be legally obtained by the COMPANY.

15. New Clause 35

35. ANTI-FACILITATION OF TAX EVASION

35.1 The CONTRACTOR warrants it shall:

- (a) not engage in any activity, practice or conduct which would constitute either (i) a UK tax evasion facilitation offence; or (ii) a foreign tax evasion facilitation offence; under section 45(1) of the UK Criminal Finances Act 2017 (the “CF Act”);
- (b) have in place at the EFFECTIVE DATE OF COMMENCEMENT of the CONTRACT and maintain throughout the term of the CONTRACT policies, procedures and controls relating to the prevention of facilitation of tax evasion (as prescribed by section 47 of the CF Act) by another person or party, including any members of the CONTRACTOR GROUP; and
- (c) notify the COMPANY immediately in writing any request or demand to facilitate the evasion of tax within the meaning of Part 3 of the CF Act in connection with the performance of this CONTRACT.

35.2 The CONTRACTOR shall ensure that any person associated with the CONTRACTOR (including but not limited to members of the CONTRACTOR GROUP) in connection with the supply of the GOODS shall do so on a written contract which contains equivalent terms to those set out in Clause 35.1.

35.3 If the COMPANY has a reasonable belief that CONTRACTOR or any member of the CONTRACTOR GROUP has breached this Clause 35, the COMPANY may give formal notice of its intention to terminate the CONTRACT within fourteen (14) days giving the basis of its reasonable belief. If within this period the CONTRACTOR fails to respond with information reasonably satisfactory to COMPANY to refute such belief, the CONTRACT is deemed to have been terminated by the COMPANY in accordance with Clause 17.2(a).

16. New Clause 36

Add the following new Clause 36:

36. NOTICES

36.1 All notices in respect of the CONTRACT shall be given in writing and delivered by hand, by email or by first class post to the relevant address specified in the PURCHASE ORDER and copied to such other office or offices of a PARTY as it shall from time to time nominate in writing to the other PARTY.

36.2 Such notices shall be effective:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by email, at the time of transmission (provided that the sender does not receive a notice of non-delivery);
- (c) if sent by first class post, forty-eight (48) hours after the time of posting;

Provided that:

- (i) any notice received by hand or email on or after 17:00 hours on a working day will be effective at 09:00 hours on the next following working day; and
- (ii) any notice sent by email must clearly and prominently state that it is an effective notice given under the CONTRACT.

36.3 Notices to be issued to COMPANY shall be sent to: Ithaca Energy (UK) Limited, Hill of Rubislaw, Aberdeen, AB15 6XL marked for the attention of the SCM Manager. If sent by email addressed to: [SCMContractnotices@ithacaenergy.com](mailto:SCMContractnotices@ithacaenergy.com)

Notices to be issued to the CONTRACTOR shall be sent to the address to which the PURCHASE ORDER was issued by COMPANY to CONTRACTOR, unless otherwise notified by the CONTRACTOR in writing.

17. New Clause 37

37 INFORMATION PROTECTION

37.1. Definitions.

“CONTRACT INFORMATION” means (a) all data and information (i) submitted to CONTRACTOR by or on behalf of COMPANY, (ii) obtained, developed or produced by CONTRACTOR in connection with this CONTRACT, or (iii) to which CONTRACTOR has access, however obtained, in connection with the provision of the GOODS and (b) all derivatives of any of the foregoing.

“INFORMATION PROTECTION” means the processes and procedures to ensure the availability, integrity and confidentiality of CONTRACT INFORMATION asset

resources in a manner that is consistent with risk and business value as determined by COMPANY.

“INFORMATION PROTECTION SAFEGUARDS” means environmental, security, and other safeguards against the destruction, loss, alteration, and unauthorized access to CONTRACT INFORMATION in the possession of CONTRACTOR and during the electronic transmission, storage, and shipping thereof by CONTRACTOR

“SERVICE LOCATION” means the facilities owned or controlled by CONTRACTOR or CONTRACTOR’s agents, contractors or subcontractors at or from which the GOODS is performed.

37.2. INFORMATION PROTECTION.

CONTRACTOR shall establish and maintain INFORMATION PROTECTION SAFEGUARDS that comply with the highest of the following: (a) industry standards for locations similar to the applicable SERVICE LOCATION; (b) those INFORMATION PROTECTION standards or procedures in effect as of the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT at each SERVICE LOCATION of CONTRACTOR; (c) the INFORMATION PROTECTION standards or procedures set forth in Clause 37; and (d) any higher standard agreed upon by COMPANY and CONTRACTOR. In addition, such INFORMATION PROTECTION SAFEGUARDS shall be no less rigorous than required by applicable law. CONTRACTOR shall revise and maintain the INFORMATION PROTECTION SAFEGUARDS at COMPANY’s request, and implement the revised INFORMATION PROTECTION SAFEGUARDS as soon as practicable, but within sixty (60) days of COMPANY’s request. Changes to the INFORMATION PROTECTION SAFEGUARDS initiated by CONTRACTOR shall be made only upon COMPANY’s prior approval. In the event CONTRACTOR discovers or is notified of a breach or potential breach of the INFORMATION PROTECTION SAFEGUARDS, CONTRACTOR shall immediately (x) notify the COMPANY of such breach or potential breach, (y) investigate and remediate the effects of the breach or potential breach, and (z) provide COMPANY with assurance satisfactory to COMPANY that such breach or potential breach shall not recur.

37.3. Protection of CONTRACT INFORMATION. CONTRACTOR shall develop and, subject to COMPANY’s prior approval, implement policies to (a) segregate all CONTRACT INFORMATION from that of any other client of CONTRACTOR; and (b) restrict access to CONTRACT INFORMATION so that CONTRACTOR’s personnel not involved in providing GOODS to COMPANY do not have access to CONTRACT INFORMATION.

37.4. Return of CONTRACT INFORMATION. At COMPANY’s request, CONTRACTOR shall deliver to COMPANY, at no cost to COMPANY, a current

copy of the CONTRACT INFORMATION that is in the possession or control of CONTRACTOR or CONTRACTOR's agents, contractors or subcontractors, in the form in existence as of the time of COMPANY's request (including in object code and source code form in the case of any of the foregoing that are software) or, if such request is made after the last day of the Term, in existence as of the last day of the Term. At COMPANY's request, CONTRACTOR shall either destroy or erase all of the CONTRACT INFORMATION that is in the possession or control of CONTRACTOR or of any third party. CONTRACTOR shall, upon COMPANY's request, certify to COMPANY that all such CONTRACT INFORMATION has been destroyed or erased.