

2022 MUTUAL INDEMNITY AND HOLD HARMLESS DEED

THIS DEED is made the 21st October 2021

BETWEEN:

Those persons listed in Schedule 1.

WHEREAS:

- (A) Each of the Signatories may perform Services.
- (B) The Original IMHH Deed was entered into to create a mutual hold harmless and cross-indemnity arrangement between the parties to it to apportion liability and responsibility between them and their respective Groups so that each of them would be responsible for its own Property, Personnel and Consequential Loss and the Property, Personnel and Consequential Loss of each other member of its own Group.
- (C) The Original IMHH Deed was extended by the Second IMHH Deed. The Second IMHH Deed shall expire on 31 December 2021. As a result of such expiry, the Signatories wish to put in place new mutual hold harmless and cross-indemnity arrangements between them on substantially similar terms to the Second IMHH Deed with immediate effect from the expiry of the Second IMHH Deed.
- (D) The Signatories acknowledge and agree that the apportionment of liability set out in this Deed is common practice in the offshore oil and gas industry in the United Kingdom. Such apportionment of liability is made for good commercial and insurance reasons, principally to ensure that each Signatory is able to insure and/or manage the risk to which it is exposed during Services.
- (E) The Signatories acknowledge and agree that third parties may wish to become parties to this Deed and the Signatories agree that third parties may do so by executing a Deed of Adherence in the form attached.
- (F) The Signatories now wish to enter into this Deed to set out the terms of such mutual hold harmless and cross-indemnity arrangements.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this Deed the following definitions apply:

"**Administrator**" means the person appointed to act as administrator of this Deed, which, at the date hereof, is Leading Oil and Gas Industry Competitiveness ("**LOGIC**"), a company limited by guarantee and having its registered office at Annan House 33-35 Palmerston Road, 4th Floor, Aberdeen, Scotland, AB11 5QP, or any successor appointed under Clause 4.5.

"**Affiliate**" means any company which is a subsidiary or parent or holding company of a Signatory or a subsidiary of any such parent or holding company where "**subsidiary**" and "**holding company**" shall have the same meaning assigned to them under section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its

nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

"Claims" means all losses, damages, costs, claims, liabilities, liens, debts, expenses (including but not limited to legal expenses) or causes of action of whatever nature and any payment made pursuant to an extra-judicial settlement.

"Consequential Loss" means:

- (i) consequential or indirect loss under applicable law; and
- (ii) loss and/or deferral of production, loss of product, loss of use and loss of revenue, profit or anticipated profit (if any) in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the date of execution of this Deed.

"Counsel's Opinion" means, in relation to a Deed of Adherence, an opinion from an independent law firm or an independent legal practitioner of high repute and standing, qualified in the law and practising in the jurisdiction of the New Party's incorporation confirming that the execution of the Deed of Adherence by the New Party is valid and enforceable.

"Deed" means this deed (including the Schedules), as originally executed or as it may from time to time be supplemented or amended.

"Deed of Adherence" means a deed of adherence in the form set out in Schedule 2.

"Drilling Unit" means any rig used for drilling services including, without limitation, a jack-up rig, mobile drilling rig, drillship, semi-submersible rig, submersible rig, mobile offshore production unit, tender rig or workover rig.

"Group" means, in relation to a Signatory, the Signatory in question and its respective Affiliates, the Personnel of all of the foregoing and their Invitees, and, where applicable, Units and the legal and beneficial owners thereof, excluding, for the avoidance of doubt, any other Signatory.

"Indemnified Party" means a Signatory or any other member of a Signatory's Group which is entitled to rights pursuant to Clause 2 of this Deed.

"Indemnifying Signatory" means a Signatory against which a claim is made by an Indemnified Party pursuant to Clause 2 of this Deed.

"Invitees" means any person, other than a person within the definition of Personnel, who is present at any location where Services are being performed, at the invitation of a Signatory or any other member of its Group.

"Named Insured" means a Signatory which is procuring, pursuant to Clause 5.1, that its insurers or underwriters waive their rights of subrogation.

"Original IMHH Deed" means the Industry Mutual Hold Harmless Deed dated 1 July 2002.

"Personnel" means, in relation to a Signatory (or any other member of its Group), its officers, directors and employees (and any person hired as a consultant and any agency personnel).

"Property" means, in relation to a Signatory (or any other member of its Group), Units, equipment, surface and subsurface vehicles, machinery, tools, materials, supplies and other

objects or items owned, rented, leased, chartered or otherwise belonging to the Signatory in question or the member of the Group in question.

“Second IMHH Deed” means the Industry Mutual Hold Harmless Deed dated 2 November 2009.

"Services" means the provision of services and/or the supply of goods related to any of: (a) the exploration for and/or exploitation of hydrocarbons; (b) capture, utilisation, transportation and/or storage of carbon; (c) production and/or transportation of hydrogen; and/or (d) generation and/or transmission of electricity, including the subsequent abandonment and decommissioning services in respect of any of the foregoing, which services and/or supply are carried out on or in any of the following:

- (i) the United Kingdom Continental Shelf;
- (ii) between the United Kingdom low water mark and the innermost boundary of the United Kingdom Continental Shelf;
- (iii) the territorial seas of the Irish State as defined under Part 3 of the Sea-Fisheries and Maritime Jurisdiction Act 2006 (a statute of Ireland);
- (iv) any area that is for the time being designated for the purposes of the Continental Shelf Acts 1968 to 1995 (a statute of Ireland);
- (v) any area that is for the time being designated under section 41(3) of the Marine and Coastal Access Act 2009 (the exclusive economic zone);
- (vi) any area for the time being defined as the exclusive economic zone of the Irish State under section 87(1) of the Sea-Fisheries and Maritime Jurisdiction Act 2006 (a statute of Ireland); and
- (vii) any additional area declared under section 84(4)(b) of the Energy Act 2004 to be part of the Renewable Energy Zone.

“Service Provider” shall have the meaning given to such expression in Clause 4.4.

"Signatory" means each of those persons which has executed this Deed as listed in Schedule 1, and any person other than the Administrator which executes a Deed of Adherence pursuant to Clause 4.

"Unit" means a Drilling Unit and/or a vessel operated by or under the control of a Signatory or other member of a Signatory’s Group.

“Working Day” means any day (other than a Saturday or Sunday) on which banks in Aberdeen are open for a full range of banking transactions.

- 1.2 The construction of this Deed and the Schedules hereto shall not be affected by any heading.
- 1.3 References in this Deed to Clauses and the Schedules are, unless otherwise specified, references to clauses of and the schedules to this Deed.
- 1.4 References to this Deed include a reference to the recitals and the Schedules.

1.5 Reference in this Deed to the singular includes a reference to the plural and vice versa and reference to a person shall include a reference to any company and any unincorporated body or association as well as any legal or natural person.

1.6 Reference to any law, statute or other legislative or regulatory order is to the same as amended, modified or replaced from time to time and to any regulation, rule, delegated legislation or order made thereunder.

2. Indemnities by the Signatories

2.1 Subject to Clauses 2.3 and 2.4 each of the Signatories shall be solely responsible for and shall defend, indemnify and hold harmless the other Signatories and the other members of their respective Groups against all Claims arising from, out of, or relating to the Services in connection with:

- (i) personal injury to or sickness, disease or death of Personnel of the Indemnifying Signatory or any other members of its Group; and
- (ii) loss of, recovery of, or damage to any Property of the Indemnifying Signatory or any other members of its Group; and
- (iii) Consequential Loss suffered by the Indemnifying Signatory or any other members of its Group.

2.2 The indemnities given pursuant to this Deed shall be full and primary and shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the Indemnified Party and shall apply irrespective of any claim in tort, under contract or otherwise at law. For the avoidance of doubt and to the extent permitted by law each Signatory agrees that it shall not rely upon the provisions of any statute, treaty or convention for the purpose of avoiding or limiting its obligations to any other Signatory under Clause 2.1.

2.3 The indemnities in Clauses 2.1 (i), (ii) and (iii) shall not apply and are not given either in favour of or against, and shall not be enforceable either by or against, any Signatory in respect of any Claims arising out of events occurring prior to the date on which that Signatory became a Signatory (either on the date on which this Deed came into force or on the date of the Deed of Adherence which it executed, as the case may be).

2.4 The indemnities in Clauses 2.1 (i), (ii) and (iii) shall not apply and are not given in respect of any Claims arising from, out of or relating to the transportation by air of any member of a Signatory's Group.

2.5 The indemnities given in this Deed are intended to apply irrespective of the availability or exercise of any applicable rights of limitation in favour of vessel owners, operators and charterers arising under any or all of:

- (i) the Merchant Shipping Act 1995;
- (ii) the Merchant Shipping Acts 1894 to 2015 (statutes of Ireland);
- (iii) legislation or international conventions or treaties similar to (i) or (ii) of this sub-clause,

whether any applicable rights of limitation to which (i), (ii) or (iii) refers is in force at the time of this Deed or is adopted, extended or amended subsequent hereto.

3. Notice and Conduct of Claims

- 3.1 Each Signatory shall itself, or through any of its Affiliates, on its own behalf and on behalf of any other member of its Group, give notice in writing to the Indemnifying Signatory as soon as reasonably practicable after the Signatory becomes aware of a Claim in respect of which it intends to rely upon its rights in Clause 2, setting out in reasonable detail the nature of the Claim, the parties involved and all other material information.
- 3.2 The Indemnifying Signatory shall be entitled, but not obliged, to take over the defence of any claim against an Indemnified Party to which this Deed applies and, in such event, shall:
- (i) have the sole and exclusive right and obligation to control and conduct any consequent litigation, arbitration or settlement, subject to the Indemnifying Signatory providing, if requested, the Indemnified Party with evidence, satisfactory to the Indemnified Party, of its ability to fulfil its obligations under the indemnity in Clause 2;
 - (ii) at all times keep the Indemnified Party reasonably informed of proceedings and developments in relation to such claim; and
 - (iii) give consideration to the Indemnified Party's concerns and wishes,
- 3.3 The Indemnified Party shall provide the Indemnifying Signatory with reasonable assistance in the defence or settlement of any claim to which this Deed applies.
- 3.4 If the Indemnifying Signatory does not elect to take over the defence of a claim to which this Deed applies the Indemnified Party shall not settle such claim or make any agreement with respect to such claim without the written consent of the Indemnifying Signatory (which consent shall not unreasonably be withheld or delayed).

4. New Parties

- 4.1 The Signatories hereby agree that any third party wishing to become a Signatory to this Deed after the date hereof (a "**New Party**") shall execute a Deed of Adherence. In the event a New Party is not duly incorporated in England and Wales, Northern Ireland or Scotland, the Deed of Adherence shall be accompanied by a Counsel's Opinion which shall be procured by the New Party on its own behalf and at its sole cost and expense, and delivered to the Administrator.
- 4.2 Each Signatory hereby appoints the Administrator to be its attorney for the sole purpose of entering into, on its behalf and in its name, a Deed of Adherence with a New Party pursuant to Clause 4.1. Each Signatory hereby authorises the Administrator to execute, by way of power of attorney or otherwise, Deeds of Adherence with New Parties and to amend Schedule 1 to include the names of any New Party which becomes a Signatory. Subject to Clause 4.5, the Administrator shall have no liability whatsoever in respect of any performance, mis-performance or non-performance of its function as attorney under this Clause 4 and each Signatory shall defend, indemnify and hold harmless the Administrator against any and all Claims arising from, out of, or relating to any such performance, mis-performance or non-performance, irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Administrator or any person acting on its behalf.
- 4.3 Notwithstanding Clause 4.2, the Administrator is not a Signatory, has no obligations under this Deed and shall have no liability to the Signatories in respect of matters arising out of or in connection with this Deed. The actions and services which the Administrator provides shall include those actions and services set out in Schedule 3 (the "**Administration Service**"). The Signatories agree that, subject to Clause 4.5, the Administrator shall have no liability whatsoever in respect of any performance, mis-performance or non-performance of the

Administration Service or otherwise in connection with this Deed and each Signatory shall defend, indemnify and hold harmless the Administrator against any and all Claims arising from, out of, or relating to any such performance, mis-performance or non-performance or otherwise in connection with this Deed, irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Administrator or any person acting on its behalf.

- 4.4 The Administrator shall be entitled to discharge any of its obligations and/or duties under this Deed by procuring that such obligations or duties are performed on its behalf by another person (the “**Service Provider**”) and the Administrator shall provide each of the Signatories with due notice thereof and shall remain liable for and responsible to the Signatories for the due performance of such obligations and duties and for the failure or non-performance of the Service Provider, subject always to the other provisions of this Clause 4, as if the Administrator itself had failed to fulfil those obligations or duties.

The Signatories each authorise the Administrator to appoint the Service Provider as its attorney for the sole purpose of entering into, on behalf of the Signatories, a Deed of Adherence with a new party pursuant to Clause 4.1.

The Signatories agree that subject to Clause 4.5 the Service Provider shall have no liability whatsoever in respect of any performance, mis-performance or non-performance of the Administration Service or otherwise in connection with this Deed and each Signatory shall defend, indemnify and hold harmless the Service Provider against any and all Claims arising from, out of, or relating to any such performance, mis-performance or non-performance or otherwise in connection with this Deed, irrespective of the negligence or breach of duty (whether statutory or otherwise) of the Service Provider or any person acting on its behalf.

- 4.5 Where any Signatory reasonably believes that the Administrator or, if applicable, the Service Provider, is not performing its duties and obligations under this Deed with a reasonably acceptable level of competence, such Signatory may send written notice (the “**Notice**”) to each other Signatory requesting that the Administrator, or the Service Provider (as applicable), be replaced, and include details of such non-performance and of a proposed replacement for the Administrator, or the Service Provider (as applicable), including an estimate of any fees which will be charged by the replacement administrator.

If, within thirty (30) days of sending the Notice, the Signatory has received written responses from a majority of the Signatories at that time agreeing that the Administrator, or the Service Provider (as applicable) should be replaced with the replacement administrator proposed in the Notice, or the replacement service provider proposed in the Notice (as applicable), then, subject to the following paragraph, the Administrator or the Service Provider (as applicable) shall be so replaced.

If the proposed replacement administrator or replacement service provider proposed in the Notice (as applicable) is unwilling or unable to act as Administrator or Service Provider (as applicable) under the Deed, the Administrator or Service Provider (as applicable) shall continue to act in that capacity until a majority of the Signatories agree, in writing, on the identity of another replacement administrator, and such person agrees to act in the capacity of Administrator or Service Provider (as applicable) and to be bound by the terms and conditions of this Deed.

5. Waiver of Rights of Subrogation

- 5.1 Each of the Signatories shall procure that its insurers (if any) shall to the extent of the indemnities granted under this Deed have no right by subrogation, or otherwise, to take any proceedings against the other Signatories or any other member of their Groups in relation to matters covered by this Deed.

5.2 Each of the Signatories, at the written request of any other Signatory, shall provide to such other Signatory a current certificate of insurance showing evidence of the waiver of its insurers' rights as described in Clause 5.1. A waiver of subrogation shall be evidenced by including the following statement (or a statement in terms not materially different from the following):

“With respect to, and to the extent of the indemnities granted by the Named Insured under the Mutual Indemnity and Hold Harmless Deed dated [], we, [underwriters], hereby waive any and all of our rights of subrogation against any Signatory and any other member of its Group.”

5.3 Each of the Signatories hereby agrees that, should it fail to procure that its insurers have no right by subrogation, or otherwise, to take any proceedings against the Signatories or any other member of their Groups to the extent of the indemnities granted under this Deed, then all of that Signatory's rights and benefits (but not its liabilities or obligations) under this Deed shall be suspended and shall not be enforceable by that Signatory until such time as the obligations contained in Clauses 5.1 and 5.2 have been complied with.

6. Extension of Benefits to Members of a Signatory's Group and to the Administrator

6.1 The Signatories intend that, in accordance with the Contracts (Rights of Third Parties) Act 1999:

- (i) a member of a Signatory's Group shall be entitled to enforce the benefit of the indemnities given to it in Clause 2 and the benefit of the waiver of subrogation under Clause 5.1; and
- (ii) the Administrator and the Service Provider shall be entitled to enforce the benefit of the indemnities given to them in Clause 4; and
- (iii) except as provided in (i) and (ii) above, the Signatories intend that no provision of this Deed shall confer, by virtue of the Contracts (Rights of Third Parties) Act 1999, any benefit on, nor be enforceable by, any person who is not a Signatory.

6.2 Notwithstanding Clause 6.1, any right of the Signatories to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Deed, or to terminate this Deed, shall not be subject to the consent of the Administrator, the Service Provider, or any non-Signatory who has rights under this Deed pursuant to Clauses 2 and 5.1 and for the avoidance of doubt this shall include any amendment, variation, waiver or settlement to the terms and conditions of Clauses 2 and 5.1. Subject to the provisions of Clause 4.4 and Clause 7, the Signatories shall not make any amendment or variation of, or in any other way restrict or limit any of, the Administrator's rights given to it in Clause 4.

6.3 Subject to Clause 3.1, any claim or action brought by an Indemnified Party, not being a Signatory, pursuant to its rights in Clauses 2 and 5.1 shall only be made by, or brought on behalf of, such Indemnified Party by the Signatory of whose Group it is a member (or an Affiliate of that Signatory), and each of the Signatories hereby agrees that a Signatory or an Affiliate of that Signatory shall be entitled to bring a claim to which this Deed applies on behalf of an Indemnified Party (which is not a Signatory but is a member of its Group).

7. Commencement, Effective Date and Duration

7.1 On and from the date first written above (the "Execution Date"), Clauses 1, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 only shall be effective amongst and binding upon the Signatories which have executed the Deed.

- 7.2 Notwithstanding the date of this Deed, the remaining provisions of this Deed, together with those Clauses set out in Clause 7.1, shall be effective amongst and binding upon the Signatories which have executed this Deed on and from 00.00hrs on 1st January 2022 (the “**Effective Date**”) and shall, unless earlier terminated in accordance with the provisions of this Clause 7, continue notwithstanding cessation or completion of the Services until 31st December 2031.
- 7.3 On 31st December 2024 and 2027 only, any Signatory shall be entitled to withdraw from the Deed and, from 00:00 hours on the date of such withdrawal, shall no longer be a Signatory, subject to it providing sixty (60) days’ prior written notice of its intention to the Administrator who will then notify the other Signatories in writing.
- 7.4 Where, at any time after the Effective Date, fifty per cent (50%) or more of the Signatories indicate an intention to terminate the Deed, written notice of same shall be sent by the Administrator to each Signatory. The Signatories shall then have thirty (30) days within which to respond in writing to the Administrator stating whether or not they agree that the Deed should be terminated. If seventy-five percent (75%) or more of the Signatories at that time respond stating that the Deed should be terminated, then the Deed shall terminate at 24:00 hours on the sixtieth day after the due date for responses from the Signatories to the Administrator.
- 7.5 Where, at any time on or after 1st January 2025, twenty-five percent (25%) or more of the Signatories indicate an intention to terminate the Deed, written notice of same shall be sent by the Administrator to each Signatory. The Signatories shall then have thirty (30) days within which to respond in writing to the Administrator stating whether or not they agree that the Deed should be terminated. If a majority of the Signatories at that time respond stating that the Deed should be terminated, then the Deed shall terminate at 24:00 hours on the sixtieth day after the due date for responses from the Signatories to the Administrator.

8. Assignment

Except as provided in Clause 6, no Indemnified Party shall assign or deal in any way with the benefit of any rights or obligations under, or interest in, this Deed.

9. Waiver

None of the terms and conditions of this Deed shall be considered to be waived by any Signatory or any other member of its Group or by the Administrator (in relation to Clause 4) unless a waiver is given in writing by a Signatory (on its own behalf or on behalf of a member of its Group) or by the Administrator (in relation to Clause 4) to the Signatory or Signatories affected by such waiver. No failure on the part of a Signatory or any other member of its Group, or by the Administrator (in relation to Clause 4), to enforce any of the terms and conditions of this Deed shall constitute a waiver of such terms or conditions.

10. Severance

Any provision herein which is or becomes illegal or unenforceable shall be severed from this Deed and shall not affect the validity of the remaining provisions of it.

11. Precedence

This Deed shall only be effective in relation to each Signatory from the Effective Date, or the date on which a Deed of Adherence signed by that Signatory has been dated by the Administrator, whichever is the later. This Deed shall not take precedence over, amend, modify or apply to the terms of any agreement between Signatories entered into prior to, on or after this Deed becoming effective in relation to such Signatories.

For the avoidance of doubt, nothing in this Deed is intended to amend, modify or apply to the terms of the Original IMHH and/or the Second IMHH Deed and the terms herein are without prejudice to such rights, benefits and obligations as are contained in or arise out of the Original IMHH and/or the Second IMHH Deed.

12. Entire Agreement

Without prejudice to the provisions of Clause 11, this Deed constitutes the entire agreement between the Signatories with respect to the subject matter of this Deed and supersedes all prior negotiations, representations or agreements related to this Deed, either written or oral.

13. Amendment

Save as otherwise specifically provided herein, any variation of this Deed shall be binding only if it is recorded in a document signed by or on behalf of all the Signatories at the relevant time.

14. Notices

14.1 Such notices given pursuant to this Deed shall be given in writing and delivered by hand or by first class post to the relevant address and marked for the attention of the person, specified in Schedule 1.

14.2 Such notices shall be effective:

- (i) if delivered by hand, at the time of delivery, or if delivered by hand after 5pm, on the first Working Day following the date of delivery;
- (iii) if sent by first class post at the beginning of the third Working Day after the date of posting.

15. Survivorship

Notwithstanding the termination or expiry of this Deed, or the withdrawal of any Signatory, and without prejudice to the provisions of Clause 7:

- (i) the rights and obligations of the Signatories pursuant to this Deed shall survive termination and expiry of the Deed; and
- (ii) the rights and obligations of the Signatories (including a withdrawn Signatory) shall continue to apply in relation to any withdrawn Signatory,

to the extent required to allow each Signatory to bring to a conclusion all claims to which this Deed applies relating to incidents occurring prior to the termination or expiry of this Deed or, where a Signatory has withdrawn, relating to incidents occurring prior to such Signatory's withdrawal, (whether or not such claims have been made prior to termination or expiry of this Deed or the withdrawal of any Signatory).

16. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with English law and each Signatory hereby irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise out of or in connection with this Deed (including (without limitation) in relation to any non-contractual obligations).

17. Counterparts

This Deed may be executed in any number of counterparts and it is recognised by the Signatories that each counterpart is an original but that all counterparts together constitute one and the same instrument.

IN WITNESS of which the Signatories have signed or sealed this instrument as a deed and have delivered it upon dating it.

Company using a seal and not signing electronically

The common seal of	)	Seal:
_____)	
(name of company))	
)	
was affixed to this deed)	
in the presence of:)	
(Name of Director))	
)	
.....)
	)	Director's signature
and (Name of Director/Secretary))	
)	
.....)
	)	Director/Secretary's signature

OR

The common seal of	)	Seal:
_____)	
(name of company))	
)	
was affixed to this deed)	
in the presence of:)	
(Name of Director))	
)	
.....)
	)	Director's signature
and (Name of Witness))	
)	
.....)
	)	Witness' signature
Address of Witness		
.....		
.....		
.....		
.....		
Occupation of Witness		
.....		

OR

Company not using a Seal and/or signing electronically

Executed as a deed by)	
_____)	
(name of company))	
)	
on being signed by:)	
(Name of Director))	
.....)
	)	Director's signature
and (Name of Director/Secretary))	
)	
.....)
	)	Director/Secretary's signature

OR

Executed as a deed by)	
_____)	
(name of company))	
)	
on being signed by:)	
(Name of Director))	
.....)
	)	Director's signature
in the presence of:)	
(Name of Witness))	
.....)
	)	Witness' signature
Address of Witness)	
.....)	
.....)	
.....)	
.....)	
Occupation of Witness)	
.....)	

OR

Company using Power of Attorney and/or signing electronically

Executed as a deed by)	
_____)	
(name of company))	
)	
on being signed by its duly authorised attorney)	
_____)
(name of Attorney)	)	Attorney's signature
)	
under Power of Attorney dated)	
in the presence of:)	
(Name of Witness))	
.....)
	)	Witness' signature
Address of Witness)	
.....)	
.....)	
.....)	
.....)	
Occupation of Witness)	
.....)	

SCHEDULE 1

The Signatories and Details for Notices

Company Name and Company Registration Number:	Address:	Notices to be marked for the attention of (name of person or job title):
1. TRINITY INTERNATIONAL SERVICES LIMITED SC122366	Alliance House, 11 Bon Accord Square, Aberdeen, AB11 6DJ, UK	Capt. Stuart C. MacBride Chairman & CEO
2. SUBSEA 7 LIMITED 4316695	40 Brighton Road, Sutton, Surrey, SM2 5BN	Simon Ellis, Legal Director
3. VERIPOS LIMITED SC359548	Veripos House, Farnburn Terrace, Dyce, Aberdeen, AB21 7DT	Ken Cumming

SCHEDULE 2

Form of Deed of Adherence

DEED OF ADHERENCE

in respect of 2022 Mutual Indemnity and Hold Harmless Deed

THIS Deed of Adherence is made

BETWEEN:

- (1) The [Administrator] [Service Provider] [*Note: delete as applicable*] acting as attorney for and on behalf of the Signatories; and
- (2) [] a company registered in [] under number [] whose registered office is at [] (the “New Party”).

WHEREAS:

- (A) This Deed is entered into pursuant to Clause 4 of the 2022 mutual indemnity and hold harmless deed dated [●], a copy of which is attached hereto (the “2022 Deed”).
- (B) The New Party wishes to become a party to the 2022 Deed and to become a Signatory and enters into this Deed pursuant to and for the purposes of Clause 4 of the 2022 Deed so as to take effect in accordance with the terms thereof.

NOW THIS DEED WITNESSES as follows:

- 1. Terms defined in the 2022 Deed shall (unless otherwise defined herein) have the same meaning in this Deed.
- 2. The New Party hereby agrees to participate in and be bound by all provisions of the 2022 Deed in all respects as a Signatory.
- 3. In consideration of the New Party agreeing to be bound by the provisions of the 2022 Deed, each Signatory hereby agrees to be bound to the New Party as a Signatory.
- 4. This Deed may be executed in any number of counterparts and it is recognised by the Signatories and the New Party that each counterpart is an original but that all counterparts together constitute one and the same instrument.
- 5. This Deed shall become effective on the Effective Date as specified in the 2022 Deed, or the date hereof, whichever is the later.

6. This Deed shall be governed and construed by English law and each of the Signatories and the New Party hereby submits to the exclusive jurisdiction of the English courts.

IN WITNESS of which the Signatories, by their attorney the [Administrator] [Service Provider] [*Note: delete as applicable*], and the New Party have signed or sealed this instrument as a deed and have delivered it upon dating it.

Executed by the [Administrator] [Service Provider] [*Note: delete as applicable*]:

Not using a seal and/or signing electronically:

Executed as a deed)	
by the [Administrator] [Service Provider])	
<i>[Note: delete as applicable]</i>)	
(as attorney for the Signatories to)	
the Deed))	
on being signed by:)	
(Name of Director))	
.....)
	)	Director's signature
)	
and (Name of Director/Secretary))	
.....)
	)	Director/Secretary's signature

OR

Using a seal and not signing electronically:

Executed as a deed	)	Seal:
By the [Administrator] [Service Provider])	
<i>[Note: delete as applicable]</i>)	
(as attorney for the Signatories to the Deed))	
as follows:)	
The common seal of)	
_____)	
(Name of Company))	
)	
was affixed to this deed)	
in the presence of:)	
(Name of Authorised Signatory))	
.....)
	)	Authorised Signatory's signature

Executed by the new Party:

Company using a seal and not signing electronically

The common seal of	)	Seal:
_____)	
(name of company))	
)	
was affixed to this Deed)	
in the presence of:)	
(Name of Director))	
)	
.....)
	)	Director's signature
and (Name of Director/Secretary))	
)	
.....)
	)	Director/Secretary's signature

OR

The common seal of	)	Seal:
_____)	
(name of company))	
)	
was affixed to this Deed)	
in the presence of:)	
(Name of Director))	
)	
.....)
	)	Director's signature
and (Name of Witness))	
)	
.....)
)
Address of Witness	)	Witness' signature
.....)	
.....)	
.....)	
.....)	
.....)	
Occupation of Witness)	
.....)	

OR

Company not using a Seal and/or signing electronically

Executed as a deed by)	
_____)	
(name of company))	
)	
on being signed by:)	
(Name of Director))	
.....)
and (Name of Director/Secretary)	)	Director's signature
)	
.....)
	)	Director/Secretary's signature

OR

Executed as a deed by)	
)	
on being signed by:	)	.....
(Name of Director)	)	Director's signature
)	
.....)	
in the presence of:)	
(Name of Witness))	
.....)
	)	Witness' signature
Address of Witness)	
.....)	
.....)	
.....)	
.....)	
Occupation of Witness)	
.....)	

OR

Company using Power of Attorney and/or signing electronically

Executed as a deed by)	
_____)	
(name of company)	)	.....
)	
on being signed by its duly authorised attorney)	
_____)	
(name of Attorney)	)	Attorney's signature
)	
under Power of Attorney dated)	
)	
in the presence of:)	
(Name of Witness))	
.....	
		Witness' signature
Address of Witness		
.....		
.....		
.....		
.....		
Occupation of Witness		
.....		

SCHEDULE 3

THE ADMINISTRATION SERVICE

The Signatories acknowledge that the Administrator or the Service Provider (as applicable) shall provide certain services including, without limitation, services in connection with the following:

1. Signature of the Deed

- (a) **Phase 1** – Certain persons will execute the Deed on or before the Effective Date. This will be known as Phase 1 of the implementation of the Deed. Following the Execution Date certain provisions of the Deed shall come into force for those persons which have signed the Deed before the Effective Date.
- (b) Signatories may join by Deed of Adherence prior to the Effective Date, but after the Execution Date, and such Deeds of Adherence will become effective on the Effective Date.
- (c) The Deed shall come fully into force on the Effective Date for those persons which have signed the Deed, or a Deed of Adherence on or before the Effective Date.
- (d) **Phase 2** – Thereafter, and for the duration of the Deed, new persons performing Services shall be requested to execute a Deed of Adherence and each person signing a Deed of Adherence will become bound when the Deed of Adherence, which it has executed, is signed and dated by the Administrator (or the Service Provider).

2. Records and Web Site

- (a) As soon as reasonably practicable after the Effective Date, the Administrator shall establish a “Web Site”, which shall list those persons which have signed the Deed during Phase 1.
- (b) The Administrator shall add to the “Web Site” list the names of persons which have executed under Phase 2 as soon as reasonably practicable after such persons have so executed.
- (c) The Administrator shall, without charge, update the “Web Site” from time to time and, in any event, as soon as reasonably practicable after any changes to the identity of the Signatories and shall make the **Web Site** accessible to each Signatory and New Party.
- (d) The Administrator cannot guarantee that all persons which have executed this Deed or the Deed of Adherence are listed on the “Web Site” at any given time, or that any list published by the Administrator, whether on the “Web Site” or elsewhere, is complete or accurate.
- (e) The Administrator shall permit access to records relating to the Deed on the request of five (5) or more Signatories in writing for audit purposes.

3. Notice

- (a) Any correspondence for the Administrator should be sent to Annan House 33-35 Palmerston Road, 4th Floor, Aberdeen, Scotland, AB11 5QP, or such other address as is set out on the “Web Site”.