

GENERAL TERMS AND CONDITIONS

FOR THE PROVISION OF GOODS, SERVICES AND/OR RENTAL OF EQUIPMENT

(Excluding Emergency Wellsite Services)

1 Definitions & Interpretation

1.1 In these General Terms and Conditions for the Sale of Goods and/or Services and/or the provision of Rental Equipment (the "Conditions") the following definitions shall be used for the purpose of interpreting the Agreement:

"**Affiliate**" of a company means a person or entity directly or indirectly Controlling, Controlled by, or under common Control with such company.

"**Agreement**" shall mean the proposal or quotation issued by Superior and all legal and technical documents referred to in such proposal or quotation which govern the provision of Work, these Conditions and such documents (including but not limited to any purchase order) issued by Company and expressly accepted by Superior in writing. Notwithstanding the foregoing, any conflicting or additional terms in any purchase order, work order or other document issued by Company are expressly rejected.

"**Agreement Price**" shall mean the price payable by Company to Superior for the provision of Work under the Agreement. Unless otherwise stated in the Agreement, all payments shall be in the currency quoted in the proposal or quotation issued by Superior.

"**Arising Under this Agreement**" shall mean resulting from, incident to, or arising, directly or indirectly out of or in connection with the Agreement or the performance of the Work.

"**Claims**" shall mean any and all claims, liens, demands, awards, suits, proceedings (including arbitral proceedings), debts, causes of action, judgments, losses, liabilities, damages, fines, interest, penalties, costs and expenses (including legal costs and expenses) Arising Under this Agreement.

"**Company**" shall mean the company for whom Superior is providing Work and shall include Company's legal representatives, successors and assigns.

"**Company Group**" shall mean Company and its client(s) (if any), its and their members, partners, co-venturers, co-lessees, joint interest owners, its and their Affiliates, its and their other contractors of any tier and the respective directors, officers, employees and agents of all of the foregoing. Company Group shall not include any member of Superior Group.

"**Consequential Loss**" shall mean:

- (a) consequential or indirect loss under applicable law; and
- (b) loss and/or deferral of production, loss of product, loss of use, rig down time, 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 (a) and whether or not foreseeable at the effective date of the Agreement.

"**Control**", "**Controlling**" or "**Controlled**" shall mean with respect to any person or entity, the right to exercise or cause the exercise of fifty per cent (50%) or more of the voting rights in respect of such person or entity.

"**Delivery Point**" shall mean the Superior Premises unless a different location is agreed between the Parties in writing.

"**Rental Equipment**" shall mean any equipment, machinery and/or tools, to be supplied by Superior to Company on rental without Superior's personnel to operate it.

"**Superior**" shall mean the Superior entity providing the Work under the Agreement and shall include Superior's successors and assigns.

"**Superior Group**" shall mean Superior and its Affiliates, its and their subcontractors of any tier and the respective directors, officers, employees and agents of all of the foregoing. Superior Group shall not include any member of Company Group.

"**Superior Premises**" shall mean the Superior premises identified in the proposal or quotation issued by Superior.

"**Force Majeure**" shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts (whether actual, threatened or reasonably perceived), acts of public enemies, wars (declared or not), blockades, insurrections, riots, pandemics, epidemics, landslides, fires, floods, civil disturbances, explosions, and any other causes not within the control of the Party claiming Force Majeure, which by the exercise of reasonable diligence such Party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the Parties or their Group shall not constitute Force Majeure.

"**Goods**" shall mean the goods, materials and/or equipment that Superior is required to sell to Company in accordance with the provisions of the Agreement.

"**Rental Period**" shall mean the period during which the rental charge applies, commencing on delivery of the Rental Equipment in accordance with Section 3 and shall continue until the Rental Equipment is returned by Company to and received by Superior at Superior Premises, unless otherwise agreed in writing between the Parties.

"**Party**" shall mean Company or Superior as the case may be and "**Parties**" shall mean both Company and Superior.

"**Services**" shall mean all services that Superior is required to perform for Company in accordance with the provisions of the Agreement.

"**Third Party**" shall mean any party other than a member of Superior Group or Company Group.

"**Work**" shall mean the Goods, Services and/or Rental Equipment to be provided by Superior to Company in accordance with the terms of this Agreement.

"**Work Site**" shall mean any place where the Services are to be performed.

1.2 All headings in the Agreement are for convenience only and do not affect its construction or validity, references to any statute, statutory provision, or statutory instrument include such statute, provision, or instrument as amended, extended, or re-enacted from time to time, and references to the singular include the plural and vice versa.

1.3 A written master services agreement signed by authorized representatives of both Parties prevails over the Conditions but only to the extent the master services agreement expressly states that it overrides the Conditions. To the extent there is any inconsistency between these Conditions and the express terms of Superior's quotation or proposal, the terms of such quotation or proposal shall apply. Company accepts these Conditions by signing any acceptance document, the quotation or by permitting Work to commence.

2 General Obligations

2.1 Superior shall be entitled to rely on all information provided by Company in relation to the Work and Company shall ensure that all such information is true, correct and up to date at the date of provision.

2.2 Company shall, at Company's expense, be responsible for obtaining any necessary customs clearance and shall give all reasonable assistance to Superior in obtaining any work permit, visa and similar document which Superior may require. Company shall obtain and maintain all permits, licenses and rights necessary for Superior to access the Work Site in order for Superior to perform the Work.

2.3 If Superior is denied access to the Work Site for any reason beyond its reasonable control, Company shall pay Superior at the standby or waiting rates stated in the applicable purchase or work order or, if none are stated, at Superior's prevailing rates for the duration of the denial period.

Rental Equipment

2.4 During the Rental Period, Company shall use the Rental Equipment properly and skillfully, comply with all laws relating to its possession, use and safety, ensure it is operated only by competent and experienced Company personnel, keep all Superior identification plates and

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- marks intact and legible throughout the Rental Period, and not alter, modify, repair, or sublease the Rental Equipment without Superior's prior written consent.
- 2.5 Equipment shall be deemed to have been received in good order and fully compliant with the Agreement unless written notice to the contrary is received by Superior within forty-eight (48) hours of delivery of the Rental Equipment.
- 2.6 Company shall return the Rental Equipment to the Superior Premises at the end of the Rental Period at Company's cost and expense, reasonably clean and free of radioactive contamination. Superior may charge cleaning or decontamination fees at the rates stated in the quotation or, if none are stated, at Superior's prevailing rates.
- 3 **Delivery**
Delivery dates or schedules provided for the Goods, Services and/or Rental Equipment are estimates only. Delivery of the Goods and/or Rental Equipment shall be governed by the terms of Superior's quotation.
- 4 **Payment & Tax**
- 4.1 The Agreement Price shall be as set out in the Agreement or, if no Agreement Price is specified in the Agreement, the Agreement Price shall be Superior's price book in force at the time of entering into the Agreement.
- 4.2 Superior shall submit an invoice to Company at the end of each Work (or monthly for Rental Equipment), or at other intervals as may be agreed by the Parties in writing, and Company shall pay the invoice within thirty (30) days of receipt, in the currency specified in Superior's quotation (or if no currency is specified, in U.S. dollars), without setoff, back charge, retention or withholding (except withholding required by applicable law). Payment terms are subject to Company maintaining credit satisfactory to Superior. Superior may modify credit terms at any time.
- 4.3 If Company disputes an invoice in good faith, it shall notify Superior in writing within ten (10) days after receipt, identify the disputed amount and the basis for the dispute, and pay the undisputed balance when due. Unpaid amounts bear interest at 2% per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the due date until paid. If payment is more than fifteen (15) days overdue, Superior may suspend performance on five (5) days' written notice until the overdue amount is paid.
- 4.4 Superior's prices are exclusive of import and/or export duties and/or taxes or sales, use, value added, and similar taxes. Company shall reimburse Superior for all such duties and taxes and associated costs.
- 4.5 If Company is required by law to withhold any tax from payments due to Superior ("**Withholding Taxes**") then Company shall inform Superior of any such amounts in advance of the withholding and shall within thirty (30) days of the withholding, provide to Superior the original or certified receipts and/or certification from the relevant authority in respect of any and all amounts so withheld. If Company is unable to provide such certification, it shall immediately reimburse Superior for all deductions made.
- 5 **Confidentiality**
- 5.1 Each Party shall keep confidential and shall not disclose to any third party, with the express exception of that Party's Affiliates, any information in whatever form (written, oral, visual and electronic) obtained from the other Party relating to the Agreement without the prior consent of the other Party which shall not be unreasonably withheld or delayed.
- 5.2 The provisions of this Section 5 shall not apply to information which (i) is part of the public domain; or (ii) was in the possession of the receiving Party prior to the execution of the Agreement and which was not subject to any obligation of confidentiality owed to the disclosing Party; or (iii) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or (iv) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Agreement.
- 5.3 The foregoing obligations of confidentiality shall continue for a period of five (5) years from the date of expiration or termination of the Agreement.
- 6 **Warranty**
- 6.1.1 Superior warrants that: (i) Services will be performed in a good and workmanlike manner consistent with generally accepted industry practice; and (ii) Goods and Rental Equipment will be free from defects in material and workmanship at delivery and will materially conform to the specifications in the order. Company's sole remedy is, at Superior's option, repair, replacement, or credit for the defective Work, provided Company notifies Superior in writing: (i) for services, before Superior's demobilization from the well site; (ii) for Rental Equipment, within forty-eight (48) hours of delivery, or promptly upon discovery of failure during the Rental Period if attributable to Superior; (iii) for Goods, upon delivery per the agreed Incoterm, unless otherwise agreed in the order. Otherwise, the Work is deemed accepted by Company.
- 6.1.2 Superior assigns to Company any assignable warranties from third parties but makes no warranty for third-party goods, equipment, or services.
- 6.1.3 The foregoing warranty applies provided that the Goods and Rental Equipment are correctly used for the purpose as stated in the Agreement and are properly handled, stored, secured, installed and maintained and are not altered (other than by Superior).
- 6.2 Notwithstanding the foregoing, with respect to any defective Work, Superior shall under no circumstances be liable for any costs relating to the dismantling, retrieval (including fishing), return, or transportation of defective Work, or for any other incidental or associated costs, including, without limitation, the cost of any equipment or services provided by Company or any third party. In addition, Superior's warranty obligations above shall not apply to the extent that any non-compliance is caused by (i) any alteration or repair by Company Group or mishandling of the Goods; (ii) abnormal well conditions; or (iii) incorrect, incomplete or inaccurate data, drawings, information; or specifications provided by Company Group.
- 6.3 Superior's interpretation of well or other related data is a matter of opinion on which professional engineers or analysts may differ. Accordingly, Superior does not warrant the accuracy or completeness of any data or interpretations, recommendations, reservoir or other models based on such data or interpretations ("**Interpretations**"). Company shall release, defend, indemnify and hold harmless Superior Group from and against all Claims arising as a result of Company's use of such Interpretations, howsoever arising.
- 6.4 The warranties expressly given by Superior in this Section 6 are the only warranties granted. **SUPERIOR MAKES NO OTHER WARRANTIES, INCLUDING NO WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.**
- 7 **Force Majeure**
- 7.1 Except for Company's obligation to pay Superior's invoices or indemnity obligations, neither Party shall be responsible for any failure to fulfill any term or condition of the Agreement, if and to the extent that fulfillment has been delayed, hindered or temporarily prevented by a Force Majeure occurrence, which has been notified in accordance with this Section 7.
- 7.2 In the event of a Force Majeure occurrence, the Party that is or may be delayed in performing the Agreement shall notify the other Party without delay giving the full particulars thereof and shall use reasonable endeavors to remedy the situation without delay. Superior shall be entitled to payment during periods of Force Majeure as may be set out in the Agreement.

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7.3 In the event that any suspension due to Force Majeure exceeds thirty (30) consecutive days either Party may terminate the Agreement by written notice to the other Party and Company shall pay all demobilization and other reasonable costs incurred by Superior due to such termination.

8 Proprietary Rights

Superior hereby grants to Company (and to any client to which Company supplies the Goods or for whom the Services are ultimately provided) a non-exclusive, royalty-free, non-transferable license to use any such intellectual property rights belonging to Superior as may be necessary to install, use, maintain or repair the Goods or to benefit from the Services or Rental Equipment as contemplated by the Agreement and Company hereby grants to the Superior Group a non-exclusive, royalty-free, non-transferable license to use any such intellectual property rights belonging to Company as may be necessary for Superior to provide the Goods, Services and/or Rental Equipment under the Agreement. Except for the foregoing, all intellectual property rights arising from the Work are the property of Superior.

9 Liabilities & Indemnities

9.1 Superior shall release, defend, indemnify, and hold harmless Company Group from all Claims Arising Under this Agreement for personal injury (including death) to any member of the Superior Group and for loss of or damage to property of the Superior Group (except as provided for in Section 9.3 below).

9.2 Company shall release, defend, indemnify, and hold harmless Superior Group from all Claims Arising Under this Agreement for personal injury (including death) to any member of the Company Group and for loss of or damage to property of the Company Group.

9.3 Notwithstanding Section 9.1, Company shall remain liable for the replacement, recovery, (including fishing), and/or repair cost, at the sole discretion of Superior, of any equipment, including Rental Equipment, provided by Superior Group which is lost or damaged while under Company Group's care, custody or control, including while downhole or damaged beyond repair by erosion, corrosion, abrasion or otherwise, regardless of Superior Group's fault or negligence. Should the equipment, including Rental Equipment, be damaged in terms hereof, Company shall compensate Superior for the full repair, transportation and inspection costs, or if damaged beyond repair, or not returned to the original delivery point or otherwise lost, Company shall compensate Superior, at the rate specified in Superior's quotation or applicable order, or if not specified, at the applicable equipment's or Rental Equipment's new landed replacement cost, including but not limited to freight, import duties, inspection, certification, handling, and administrative costs.

9.4 Notwithstanding any provision to the contrary elsewhere in the Agreement, Company shall be responsible for and shall release, defend, indemnify and hold harmless Superior Group from and against any and all Claims in respect of: (i) any underground damage or damage to or loss of any well or hole, productive formation or reservoir (including, without limitation, any costs of redrill), or the loss of oil or gas therefrom; (ii) any blow out, fire, explosion, cratering, or loss of control of the well or hole (including, without limitation, any costs of control, redrill and/or removal of debris); (iii) pollution or contamination of any kind (other than surface spillage of fuels, lubricants or garbage, originating within the equipment and/or Rental Equipment of Superior Group while in its sole care, custody and control) including, without limitation, the cost of control, removal and clean-up; and (iv) Third Party Claims for bodily injury, illness or death and loss or damage to property resulting from any of the events listed in (i), (ii) and (iii), above; in each case Arising Under this Agreement.

9.5 Notwithstanding anything to the contrary contained in this Agreement, Company shall, at its sole expense and risk, be responsible for and shall transport and dispose of any spent or used chemicals or other hazardous waste materials resulting from or incidental to the Work ("Waste Materials"). Company shall save, defend, indemnify and hold harmless Superior Group from and against any and all liability incurred by Superior, whether under statute, regulation or otherwise arising as a result of Company's failure to properly transport and/or dispose of Waste Materials.

9.6 Notwithstanding any provision to the contrary elsewhere in the Agreement, Company shall release, indemnify, defend and hold harmless Superior Group from Company Group's own Consequential Loss and Superior shall release, indemnify, defend and hold harmless Company Group from Superior Group's own Consequential Loss, arising from or in connection with the performance or non-performance of the Agreement.

9.7 **EXCEPT AS PROVIDED TO THE CONTRARY UNDER THIS SECTION 9, IT IS THE EXPRESS INTENT OF THE PARTIES HERETO AND THE PARTIES HEREBY AGREE THAT ALL EXCLUSIONS AND ALL RELEASE, DEFENSE, AND INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED BY SUPERIOR AND COMPANY UNDER THE TERMS OF THIS SECTION 9 SHALL APPLY NOTWITHSTANDING THAT THE CLAIM FOR WHICH AN OBLIGATION OF RELEASE, DEFENSE, INDEMNITY OR HOLD HARMLESS EXISTS IS: I) CONTRIBUTED TO OR CAUSED BY ANY ACT OR OMISSION, SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT IN ANY FORM (WHETHER ACTIVE, PASSIVE OR GROSS), STRICT LIABILITY (INCLUDING BUT NOT LIMITED TO, UNSEAWORTHINESS, UNAIRWORTHINESS, OR PRODUCT LIABILITY), BREACH OF WARRANTY (EXPRESS OR IMPLIED), OR BREACH OF DUTY (WHETHER STATUTORY OR OTHERWISE) OF ANY PERSON OR ENTITY BEING RELEASED, DEFENDED, INDEMNIFIED, OR HELD HARMLESS OR II) THE RESULT OF ANY CONDITION OF OR ANY DEFECT (WHETHER LATENT, PATENT OR PRE-EXISTING) OF ANY GOODS PROVIDED WHETHER OR NOT FURNISHED BY ANY PERSON OR ENTITY BEING RELEASED, DEFENDED, INDEMNIFIED, OR HELD HARMLESS.**

9.8 The indemnities provided under these Conditions shall be full and primary irrespective of whether the Parties carry insurance in respect of such indemnities.

10 Insurance

Company and Superior agree that the obligations assumed by each of them under Section 9 shall be to the maximum extent allowed by applicable law and that such release, defense, indemnity, and hold harmless obligations shall be supported by Company and Superior each obtaining comprehensive general liability insurance or qualified self-insurance with adequate policy limits and terms to support such obligations and that such insurance policies will contain contractual liability coverage to provide insurance coverage for the liabilities assumed hereunder by Company and Superior, respectively. Such insurances shall contain provisions whereby the insurers agree to waive their right of subrogation against Company Group and Superior Group, respectively, and their respective insurers to the extent of the liabilities assumed by Company and Superior under the provisions of Section 9. Where any statute (including Texas CPRC Chapter 127, Louisiana R.S. 9:2780, or any equivalent) restricts or voids an indemnity or insurance obligation under Section 9, that obligation is automatically amended to the maximum scope permitted by the statute, including any insurance-supported safe harbor.

11 Cancellation

11.1 In the event that Company cancels an order for Goods, Services and/or Rental Equipment or cancels the Agreement, in addition to its liability to pay all Superior's outstanding invoices, Company shall be liable for all costs incurred by Superior in connection with the cancellation such as, but not limited to, all cancellation charges, administration costs and expenses and costs for mobilization, transportation and demobilization of equipment or personnel, and any other costs, charges or commitments incurred by Superior or expressed in the order, including any unexpired portion of any minimum rental term, in addition to any cancellation or termination fee that may be provided for in the Agreement. Unless otherwise agreed in writing by Superior, no Goods or any other items may be returned for credit.

11.2 Superior may terminate an order for Goods, Services and/or Rental Equipment or the Agreement where there is a change of control of Company.

12 Risk & Title in the Goods and Equipment

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Title to the Goods shall not pass to Company until Superior has been paid in full. Rental Equipment provided under the Agreement shall at all times remain the property of Superior. Risk of loss or damage to the Goods and/or Rental Equipment shall pass to Company upon delivery or deemed delivery in accordance with Section 3. Risk of loss of the Rental Equipment reverts to Superior upon return delivery to the agreed Superior Premises.

13 Assignment

Either Party may assign this Agreement to any of its Affiliates without consent of the other Party, and to a third party with prior written consent of the other Party, provided that in each case the proposed assignee completes any compliance, sanctions, financial, creditworthiness or other due diligence reasonably required by the other Party.

14 General Legal Provisions

14.1 None of the terms and conditions of the Agreement shall be considered waived by either Superior or Company unless a waiver is given in writing by one Party to the other. No failure on the part of either Party to enforce any of the terms and conditions of the Agreement shall constitute a waiver of such terms.

14.2 These Conditions shall prevail over any terms or conditions contained in any purchase order provided by Company or any other terms and conditions unless expressly accepted and agreed by Superior in writing.

14.3 The Agreement constitutes the entire agreement between the Parties hereto with respect to the provision of Work and supersedes all prior negotiations, representations or agreements related to the Agreement, either written or oral.

14.4 No amendments to the Agreement shall be effective unless evidenced in writing and signed by the Parties.

14.5 If any provision is held invalid, the remaining provisions continue in full force.

14.6 Expiry of the Agreement or its termination, howsoever arising, shall not affect or prejudice any terms of, or rights conferred by, the Agreement which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

15 Notices

All notices under these Terms shall be in writing and delivered to the address specified in the applicable order, by hand, courier, or confirmed electronic means with receipt confirmation. A notice is effective on confirmed delivery.

16 Rights of Third Parties

16.1 The Parties intend that no provision of this Agreement shall confer any benefit on nor be enforceable by any person who is not a Party to the Agreement.

17 Business Ethics

Each Party shall comply with all applicable anti-corruption and anti-bribery laws, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and equivalent local laws. Neither Party shall offer, pay, or accept anything of value to improperly influence any act or decision in connection with the Work. Each Party shall maintain accurate books and records and promptly notify the other of any suspected violation. Breach of this Section is a material breach permitting immediate suspension and termination without liability.

18 Data Protection

Each Party shall comply with all applicable data protection and privacy laws. To the extent either party processes personal data on behalf of the other in connection with the Work, it shall do so only on documented instructions and maintain appropriate technical and organizational safeguards. The Parties shall enter into a data-processing addendum if required by applicable law.

19 Governing Law and Venue

19.1 The Agreement shall be governed by and construed as follows: (i) U.S. on-shore Work shall be governed by the laws of the State of Texas; (ii) where performance is contemplated in, on, or above U.S. navigable waters, the Agreement shall be governed by the General Maritime Law of the United States; and (iii) all other Work not covered in (i) or (ii) shall be governed by the laws of England and Wales. Any disputes arising out of or relating to Work described in (i) and (ii), above, shall be resolved exclusively in the state or federal courts located in Harris County, Texas, and any disputes arising out of or relating to Work described in (iii), above, shall be resolved exclusively in the courts of England and Wales, unless the Parties agree to resolve their dispute according to the procedure set forth in Section 20, below.

20 Dispute Resolution

20.1 Any dispute, controversy or claim between the Parties in connection with or arising out of the Agreement for Work not performed in the United States of America or in, on, or above U.S. navigable waters may be resolved by means of the following procedure:

20.1.1 the dispute shall initially be referred to the Parties' respective representatives who shall discuss the matter in dispute and use reasonable efforts to reach an agreement;

20.1.2 if no agreement is reached under Section 20.1.1 within ten (10) calendar days from the date of referral, either Party may refer the dispute to the senior management of the Parties.

20.2 In the absence of agreement being reached in accordance with Section 20.1.2 within thirty (30) calendar days:

20.2.1 subject to Section 20.2.2, the Parties shall settle the dispute in accordance with the arbitration rules of the London Court of International Arbitration ('LCIA') in force as at the date of the Agreement (the 'Rules'), which Rules are deemed to be incorporated by reference into the Agreement, save as expressly amended by Section 20.3; or

20.2.2 Superior shall be entitled, at its sole option, to forego Section 20.2.1 and instead seek remedy in a competent court having jurisdiction.

20.3 Where arbitration proceedings commence in accordance with Section 20.2.1, the appointing authority shall be the LCIA which shall also administer any arbitration commenced under the Agreement, such administration also to be in accordance with the Rules. The number of arbitrators shall be three; the seat of arbitration shall be London, England; however, the Parties may agree for the hearing to take place at any convenient location. The language to be used in the arbitral proceedings shall be English. The decision of the arbitrators shall be final and binding upon both Parties and, where arbitration has been commenced or completed, neither Party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

21 Export Control

Each Party shall comply with all applicable trade sanctions, export control, and customs laws, including those administered by US OFAC and BIS, the UK Office of Financial Sanctions Implementation (OFSI) and the Office of Trade Sanctions Implementation (OTSI), each under SAML 2018, and the EU Council (including Regulations 269/2014 and 833/2014, as amended). Neither Party shall use or provide access to any Work in a manner that violates applicable sanctions or export control laws. Each Party represents that it is not a sanctioned party or owned or controlled by a sanctioned party. Each Party shall promptly notify the other of any change in its sanctions status or of any suspected violation of this Section. Breach of this Section is a material breach permitting immediate suspension and termination without liability.

22 Independent Contractor

22.1 The Parties expressly agree that Superior shall be and is an independent contractor and that neither Superior nor Superior's principals, partners, employees, or subcontractors are servants, agents or employees of Company. Company is interested only in the results obtained and has only the general right of inspection and supervision in order to secure the satisfactory completion of any work or services. Company shall not have the right to control or direct the details of the work performed by Superior.