



Subcontract Agreement

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SUBCONTRACT AGREEMENT

THIS AGREEMENT is made and is effective from this _____ day of _____ by and between:

_____ (registered in No.:) with its operating address at _____
(hereinafter called CONTRACTOR")

and

_____ (registered in No.:) with its operating address at _____
(hereinafter called "SUBCONTRACTOR").

WHEREAS:

A. _____ (hereinafter called "CLIENT") has awarded a Main Contract (as hereinafter defined) to CONTRACTOR to perform Work (as hereinafter defined) for CLIENT under Contract No. _____;

B. CONTRACTOR now wishes to utilise the resources of SUBCONTRACTOR to perform the Services (as hereinafter defined), which Services comprise a vital portion of the Work;

C. All subcontractors performing services for the ultimate benefit of CLIENT are to be bound by terms and conditions consistent with the terms and conditions of the Main Contract; and

D. SUBCONTRACTOR, having been afforded the opportunity to read and comment upon the provisions of the Main Contract (other than details of CONTRACTOR's prices), is willing to perform the Services on the terms and conditions set forth herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them in this Article:

1.1 "Agreement" means this Subcontract as originally executed or as may from time to time be amended by a specific written instrument executed on behalf of both Parties including the Exhibits "A", "B", "C" and "D" attached hereto, being:

Exhibit "A": Scope of Services
Exhibit "B": Remuneration
Exhibit "C": Main Contract
Exhibit "D": Special Conditions

1.2 "Main Contract" means those parts of the contract between CLIENT and CONTRACTOR concerning the Work, which are attached hereto as Exhibit C.

- 1.3 "Work" means all work to be undertaken under the Main Contract for CLIENT by CONTRACTOR.
- 1.4 "Services" means the services to be performed by SUBCONTRACTOR under this Agreement as more particularly described in Exhibit "A".
- 1.5 "Party" or "Parties" means either CONTRACTOR or SUBCONTRACTOR, or both.

2. GENERAL

- 2.1 SUBCONTRACTOR shall perform the Services in accordance with this Agreement and the requirements of the Main Contract (insofar as it relates to the provision of the Services), both in the manner of performance and in the completed results.
- 2.2 SUBCONTRACTOR shall provide all labour, materials, plant and equipment required for the execution, completion and maintenance of the Services as more particularly described in Exhibit "A".
- 2.3 SUBCONTRACTOR shall not assign the whole or any part of this Agreement nor shall SUBCONTRACTOR sublet the whole or any part of the Services without the prior written consent of CONTRACTOR, which permission shall not be unreasonably withheld and, where required, of CLIENT.
- 2.4 Where any term or provision of this Agreement conflicts or is inconsistent with the terms of the Main Contract, the terms and provisions of this Agreement shall to that extent prevail.
- 2.5 CONTRACTOR may assign this Agreement to any of its parent, subsidiary or affiliated companies subject to the prior written agreement of the SUBCONTRACTOR, such agreement not to be unreasonably withheld. Notwithstanding such assignment, CONTRACTOR shall remain liable to the SUBCONTRACTOR in the event that its assignee fails to comply with its obligations under this Agreement.
- 2.6 Where under the Main Contract CONTRACTOR is obliged to assign the benefits and/or obligations of any subcontract entered into by CONTRACTOR in connection with the Main Contract (including this Agreement) in certain stated circumstances, SUBCONTRACTOR shall agree to and shall co-operate fully with CONTRACTOR and CLIENT in the execution of such assignment.
- 2.7 Where any term or provision of this Agreement conflicts or is inconsistent with the terms of the Main Contract, the terms and provisions of this Agreement shall to that extent prevail. Where there is any inconsistency between the body of this Agreement or between the Exhibits, the following order of precedence shall apply:
Exhibit 'D' – Special Conditions
The terms and provisions of this Agreement
Exhibit 'A' – Scope of Services

3. OBLIGATIONS OF THE PARTIES

- 3.1 SUBCONTRACTOR agrees that it has full knowledge and understanding of the Main Contract and of the Services to be provided under this Agreement.
- 3.2 SUBCONTRACTOR shall execute, complete and maintain the Services such that no act or omission by SUBCONTRACTOR in relation thereto shall knowingly or deliberately constitute, cause or contribute to a breach by CONTRACTOR of any of CONTRACTOR's obligations under the Main Contract.
- 3.3 Nothing herein shall be construed as creating any privity of contract between SUBCONTRACTOR and CLIENT and SUBCONTRACTOR shall not contact CLIENT in connection with the Services other than through or with the prior written consent of CONTRACTOR.
- 3.4 Except as otherwise specifically provided for in this Agreement, the terms and conditions of the Main Contract shall apply mutatis mutandis to this Agreement as between CONTRACTOR and SUBCONTRACTOR, so that SUBCONTRACTOR shall have in respect of CONTRACTOR and in relation to the Services the same rights, benefits, duties, responsibilities, obligations and liabilities under this Agreement as CONTRACTOR has in respect of CLIENT and in relation to the Work under the Main Contract. CONTRACTOR shall have in respect of SUBCONTRACTOR and in relation to the Services the same rights, powers and remedies, responsibilities, obligations and liabilities under this Agreement as CLIENT has in respect of CONTRACTOR and in relation to the Work under the Main Contract.

Notwithstanding the above, CONTRACTOR shall extend to SUBCONTRACTOR the benefit and protection of the indemnities given by CLIENT to CONTRACTOR under the Main Contract and, save as otherwise provided in Article 4, SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR in respect of those liability risks for which CONTRACTOR has liability to CLIENT under the Main Contract to the extent same relate to SUBCONTRACTOR and performance of the Services.

- 3.5 SUBCONTRACTOR shall carry out the Services in a professional and workmanlike manner in every respect, and in accordance with the Scope of Work and specifications set forth in Exhibit "A". If at any time, SUBCONTRACTOR fails to perform the Services in the manner and at the times set out in this Agreement then SUBCONTRACTOR shall, immediately upon the request of CONTRACTOR, at no additional cost to CONTRACTOR, take all necessary steps, including but not limited to, the substitution of defective equipment, the provision of additional equipment and/or labour, changes in the method and manner of performance, and other measures as required so to perform. The request by CONTRACTOR of such measures shall be without prejudice to any other rights or remedies CONTRACTOR may have under this Agreement.

- 3.6 It shall be the responsibility of SUBCONTRACTOR to inform and report to CONTRACTOR forthwith upon the occurrence of any event or circumstance that may, in SUBCONTRACTOR's opinion, immediately or in the future, impede the proper and timely execution of the Services so that remedial action, as is appropriate under the circumstances, may be taken and relevant decisions made.
- 3.7 Whenever CONTRACTOR is required under the Main Contract to give any return, account or notice, SUBCONTRACTOR shall in relation to the Services give a similar return, account or notice or such other information in writing to CONTRACTOR as will enable CONTRACTOR to comply with the requirements of the Main Contract. If solely and directly by reason of any breach by SUBCONTRACTOR of this Article 3.7, CONTRACTOR is prevented from recovering any sum from CLIENT under the Main Contract in relation to the Services, then without prejudice to any other right or remedy of CONTRACTOR under this Agreement for such breach, CONTRACTOR may deduct such sum from monies otherwise due SUBCONTRACTOR under this Agreement.
- 3.8 SUBCONTRACTOR shall in relation to the Services comply with all instructions and decisions that are notified and confirmed in writing to SUBCONTRACTOR by CONTRACTOR, where such instructions and decisions are validly given under the Agreement.
- 3.9 CONTRACTOR shall have the like powers in relation to the Services under this Agreement to give instructions and decisions as CLIENT has in relation to the Work under the Main Contract, and SUBCONTRACTOR shall have the like obligations to abide by and comply therewith and the like rights in relation thereto as CONTRACTOR has in respect of CLIENT under the Main Contract.
- 3.10 SUBCONTRACTOR shall make such variations in the Services whether by way of addition, modification or omission, as may be:
- (a) ordered by CLIENT in accordance with the Main Contract and confirmed in writing to SUBCONTRACTOR by CONTRACTOR; or
 - (b) agreed to be made by CLIENT and CONTRACTOR (which agreement shall not be made unless CONTRACTOR has first secured the agreement of SUBCONTRACTOR to such addition, modification or omission and the effect on price pursuant to Article 3.11 below) and confirmed in writing to SUBCONTRACTOR by CONTRACTOR.
- 3.11 The value of all variations which may be made under the provisions of Article 3.10 above shall be ascertained by reference to the rates and/or prices specified in Exhibit "B" for like or analogous work, but if there are no such Rates and/or Prices, or if they are not applicable, then the value shall be such as is fair and reasonable in all circumstances. In determining what is a fair and reasonable valuation, regard shall be had to any valuation made under the Main Contract in respect of the same variation, provided that nothing in Articles 3.10 and 3.11 shall oblige SUBCONTRACTOR to undertake variations in the Services at a loss.

3.12 SUBCONTRACTOR shall abide by all applicable CLIENT safety and quality assurance requirements validly imposed under the Main Contract. SUBCONTRACTOR must implement these safety and quality assurance systems at its own cost.

3.13 SUBCONTRACTOR shall act as an independent contractor with respect to the Services and shall exercise control, supervision, management and direction as to the method and manner of performing the Services in accordance with this Agreement.

It is expressly understood that SUBCONTRACTOR is an independent contractor and that neither SUBCONTRACTOR nor anyone employed by SUBCONTRACTOR shall be deemed for any purpose to be an employee, agent, partner, servant or representative of CONTRACTOR.

3.14 Both CONTRACTOR and SUBCONTRACTOR shall each take all reasonable steps to mitigate any loss resulting from breach of this Agreement by the other Party.

4. LIABILITIES, INDEMNITIES AND INSURANCE

4.1 For the purposes of this Article 4, the following definitions shall apply:

“CLIENT GROUP” shall mean CLIENT and such other parties as may be indemnified by CONTRACTOR along with CLIENT under the Main Contract.

“CONTRACTOR GROUP” shall mean CONTRACTOR, its parent, subsidiary and fellow subsidiaries of parent, and affiliates, joint venture partners and its subcontractors of any tier and their respective directors, officers, employees, agents and invitees but shall not include any member of the SUBCONTRACTOR GROUP.

“SUBCONTRACTOR GROUP” shall mean SUBCONTRACTOR, its parent, subsidiary and fellow subsidiaries of parent, and affiliates, joint venture partners and its subcontractors of any tier and their respective directors, officers, employees, agents and invitees but should not include any member of the CONTRACTOR GROUP.

4.2 Notwithstanding the provisions of the Main Contract the following provisions shall apply between CONTRACTOR and SUBCONTRACTOR:

(a) SUBCONTRACTOR shall hold harmless and indemnify the CONTRACTOR GROUP from and against all liability for injury to or death of the personnel of the SUBCONTRACTOR GROUP and for loss of or damage to the property of the SUBCONTRACTOR GROUP or the property of their respective personnel, and all claims, demands, proceedings, damages, costs, losses, liabilities and expenses whatsoever resulting therefrom arising out of, or in connection with the performance or non-performance of this Agreement, irrespective of the negligence or breach of duty (statutory or otherwise) of any of the indemnified parties.

(b) CONTRACTOR shall hold harmless and indemnify the SUBCONTRACTOR

GROUP from and against all liability for injury to or death of the personnel of the CONTRACTOR GROUP and for loss of or damage to the property of CONTRACTOR GROUP or the property of their respective personnel, and all claims, demands, proceedings, damages, costs, losses, liabilities and expenses whatsoever resulting therefrom arising out of, or in connection with the performance or non-performance of this Agreement, irrespective of the negligence or breach of duty (statutory or otherwise) of any of the indemnified parties.

4.3 "Consequential Loss" shall mean:

- (a) consequential or indirect loss under English law; and
- (b) loss and/or deferral of production, loss of product, loss of use, 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 effective date of commencement of this Agreement.

Notwithstanding any provision to the contrary elsewhere in this Agreement and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in this Agreement, the CONTRACTOR shall save, indemnify, defend and hold harmless the SUBCONTRACTOR GROUP from the CONTRACTOR GROUP's own Consequential Loss and the SUBCONTRACTOR shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from the SUBCONTRACTOR GROUP's own Consequential Loss, arising out of or in connection with the performance or non-performance of the Agreement, in each case irrespective of the negligence or breach of duty (statutory or otherwise) of any of the indemnified parties.

4.4 CONTRACTOR shall defend, indemnify and hold harmless SUBCONTRACTOR GROUP against all claims, demands, proceedings, damages, costs, losses, liabilities and expenses (including legal expenses) arising out of, relating to or connected with the performance or non-performance of Services under this Agreement, made by CLIENT GROUP, to the same extent that CLIENT has agreed to defend, indemnify and hold harmless CONTRACTOR and SUBCONTRACTOR GROUP under the Main Contract.

SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR GROUP and CLIENT GROUP against all claims, demands, proceedings, damages, costs, losses, liabilities and expenses (including legal expenses) arising out of, relating to or connected with the performance or non-performance of Services under this Agreement, made by SUBCONTRACTOR GROUP, to the same extent that CONTRACTOR has agreed to defend, indemnify and hold harmless CLIENT GROUP in respect of the Services under the Main Contract.

4.5 If, in connection with the Services, claims, demands, proceedings, damages, costs, losses, liabilities or expenses (including legal expenses) have been made against

or suffered by SUBCONTRACTOR GROUP which under the Main Contract is subject to an indemnity or assumption of liability by CLIENT in favour of CONTRACTOR GROUP, CONTRACTOR agrees at the request of SUBCONTRACTOR to take all reasonable steps and provide all reasonable assistance to SUBCONTRACTOR GROUP to enforce such provision against CLIENT on behalf of SUBCONTRACTOR GROUP subject to receiving from SUBCONTRACTOR a full indemnity as to costs reasonably incurred by CONTRACTOR in connection with this Article.

CONTRACTOR shall not permit anyone other than SUBCONTRACTOR GROUP to use SUBCONTRACTOR GROUP equipment without SUBCONTRACTOR GROUP's express prior written consent. If consent is given, notwithstanding any other provision of the Contract, CONTRACTOR shall defend, indemnify, and hold harmless the SUBCONTRACTOR GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury, death or property damage and loss arising out of use of SUBCONTRACTOR GROUP equipment.

- 4.6 Without limiting SUBCONTRACTOR's liabilities under this Agreement, SUBCONTRACTOR shall effect and maintain with a first class insurance company, policies of insurance adequate to cover its liabilities and to fulfil any requirements of government or other appropriate bodies in accordance with, and to the extent applicable, the insurance provisions of the Main Contract set forth in Exhibit "C" and in such sums and for the benefit of such persons as are specified therein.

Notwithstanding the provisions of the Main Contract, SUBCONTRACTOR's policy shall name the CONTRACTOR GROUP and the CLIENT GROUP as additional insured and SUBCONTRACTOR shall ensure that SUBCONTRACTOR's insurers waive their rights of subrogation against CONTRACTOR GROUP and CLIENT GROUP but both only to the extent of the liabilities expressly assumed hereunder by SUBCONTRACTOR.

An insurance certificate showing compliance by SUBCONTRACTOR with the insurance requirements of this Agreement and the Main Contract shall, upon request, be provided to the CONTRACTOR within fifteen days of such request being made.

- 4.7 CONTRACTOR's policies of insurance shall name the SUBCONTRACTOR GROUP as additional insured and CONTRACTOR shall ensure that its insurers waive their rights of subrogation against SUBCONTRACTOR GROUP but both only to the extent of the liabilities expressly assumed hereunder by CONTRACTOR.

5. COMPENSATION

- 5.1 As compensation for the performance of the Services in accordance with this Agreement and receipt of a correct invoice from SUBCONTRACTOR in accordance with the Rates and/or Prices stated in Exhibit 'B', CONTRACTOR shall make payment within 7 days of receipt of payment by CONTRACTOR from CLIENT for that part of the Work which relates to the Services as contained in SUBCONTRACTOR's invoice or within 45 days of the date of receipt of SUBCONTRACTOR's invoice, whichever

is the earlier, unless such non-payment is due to the default of the SUBCONTRACTOR. CONTRACTOR undertakes to invoice CLIENT promptly as provided under the Main Contract and enforce all contractual rights it has against CLIENT to obtain payment when due. All payments shall be made hereunder in the currency specified in the Remuneration Schedule contained in Exhibit "B" unless otherwise agreed between the Parties.

- 5.2 SUBCONTRACTOR warrants that the Rates and/or Prices set out in Exhibit "B" to this Agreement are correct and sufficient to support the performance of all of its obligations either expressed or implied in this Agreement or otherwise appropriate for the proper and timely performance of the Services, based on applicable laws and regulations in effect at the date of execution of this Agreement.

6. DURATION

This Agreement shall be deemed to be effective on the date hereof and shall remain in full force and effect (i) until full and final performance of the Main Contract or final accounting and settlement of all obligations and/or disputes arising from this Agreement, whichever event shall occur last, or (ii) until terminated as per Article 7.

7. TERMINATION

- 7.1 Without prejudice to CONTRACTOR's rights under Article 7.2 below, CONTRACTOR shall have the right to terminate this Agreement for any reason, at any time on giving notice in writing to SUBCONTRACTOR. Notwithstanding any provisions to the contrary in the Main Contract, in the event that CONTRACTOR terminates this Agreement for its own reasons, SUBCONTRACTOR shall be entitled to recover from CONTRACTOR all monies due prior to such termination plus all reasonable costs actually incurred or committed by SUBCONTRACTOR as the result of early termination. The total payment due to SUBCONTRACTOR under this Article 7.1 shall in no circumstance exceed an amount equal to the unpaid balance of the SUBCONTRACTOR's agreed total subcontract value under this Agreement. SUBCONTRACTOR shall also have the right to terminate this Agreement for any reason at anytime on giving 30 days written notice to CONTRACTOR.

- 7.2 If SUBCONTRACTOR:

- (a) fails to proceed with the Services with due diligence; or
- (b) fails to execute the Services or to perform its other material obligations in accordance with this Agreement; or
- (c) becomes bankrupt or enters a deed or arrangement with its creditors or being a company goes into liquidation (other than a voluntary liquidation for the

purposes of reconstruction) or has a receiver appointed of all or part of its undertaking;

then in such event and without prejudice to any other rights or remedies CONTRACTOR may have under this Agreement or at law, CONTRACTOR may by written notice to SUBCONTRACTOR forthwith terminate this Agreement.

7.3 Termination of this Agreement howsoever caused shall not prejudice the rights or obligations of either of the Parties that have accrued prior to termination.

7.4 CONTRACTOR may in lieu of giving notice of termination under Article 7.2 take part of the Services out of the hands of SUBCONTRACTOR and may by itself or by others execute, complete and maintain such part, and in such event CONTRACTOR may recover all reasonable costs of so doing from SUBCONTRACTOR or deduct the costs from monies otherwise due to SUBCONTRACTOR. SUBCONTRACTOR's liability to CONTRACTOR shall not exceed the relevant limit of liability specified in Exhibits to this Agreement. However, if no limit is established in the Exhibits then SUBCONTRACTOR's liability to CONTRACTOR hereunder shall not exceed the SUBCONTRACT value of the Services terminated plus 10%.

8. TAXES

To the extent that CONTRACTOR is responsible under the Main Contract for taxes, imposts, fees, duties and the like related to the performance of the Work, SUBCONTRACTOR shall similarly be responsible for taxes, imposts, fees, duties and the like related to the performance of the Services and shall indemnify CONTRACTOR and CLIENT in respect of all liabilities and associated costs and expenses which they may incur in connection therewith.

9. NOTICES

All notices and other communications provided for in this Agreement shall be in writing and shall be delivered by post, telefax, electronic mail (subject to the originating Party receiving a "Read" receipt from the receiving Party) or hand to an authorised representative of the Party to whom such notice is directed at the address shown below or such other address as may, from time to time, be notified to the other Party in writing. Any notices served shall, unless otherwise specified herein, be deemed effective upon actual receipt by the receiving Party and shall be acknowledged within seventy-two (72) hours of the time and date of receipt.

CONTRACTOR:

Address:

Email:

Fax:

Attn:

SUBCONTRACTOR:

Address:

Email:

Fax:

Attn:

10. CONFIDENTIALITY

10.1 Each Party shall abide by all applicable provisions of the Main Contract with regard to confidentiality. As a minimum the Party receiving information from the other shall keep confidential and not use, or disclose to any third party, any information provided directly or indirectly by the divulging Party including, but not limited to, any technical information or operating data derived from the divulging Party's Work or Services hereunder or its related business operations.

Notwithstanding the foregoing CONTRACTOR shall be entitled to disclose to CLIENT any information received from SUBCONTRACTOR as required to allow CONTRACTOR to comply with the provisions of the Main Contract and the Parties agree that the confidentiality obligations do not apply when (a) the information was part of the public domain or becomes part of the public domain other than through a breach of this Agreement; or (b) the information was in the possession of either Party prior to the date of this Agreement and which was not received under an obligation of confidentiality; or (c) the information was received lawfully from a third party without binder of confidentiality; or (d) the information is required to be disclosed in compliance with the requirements of any law, rule or regulation of any governmental authority, regulatory body or stock exchange having jurisdiction over the work or the parties; or (e) the information is developed by either Party independently of this Agreement; or (f) the information is disclosed following authorisation by the other Party or after five years from the date of completion of the Services or such longer period as may be specified in the Main Contract.

10.2 Neither Party shall publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to the Services, the other Party or the CLIENT without the prior written consent of the owner of such information.

11. INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary contained in the Main Contract, title to all intellectual property belonging to SUBCONTRACTOR that is utilised in the performance of this Agreement or the Services shall remain with SUBCONTRACTOR. Intellectual property rights in any inventions, improvements or discoveries based on or derived from SUBCONTRACTOR'S

Services, property or equipment shall vest in SUBCONTRACTOR at the time of such inventions, improvements or discoveries.

12. LIENS, ATTACHMENTS AND ENCUMBRANCES

SUBCONTRACTOR shall be responsible for all claims in respect of labour, equipment, supplies and materials to be furnished by or on behalf of SUBCONTRACTOR hereunder, and SUBCONTRACTOR shall not permit liens, attachments or encumbrances relating to its obligations to be imposed by any person, firm, or government authority upon CONTRACTOR's or CLIENT's property by reason of any such claim or demand against SUBCONTRACTOR. Any such lien, attachment, or other encumbrance shall, until SUBCONTRACTOR shall have secured the release thereof, preclude any claims or demands by SUBCONTRACTOR for payment under this Agreement, and in the event that the same shall not have been removed within a reasonable amount of time after receipt by SUBCONTRACTOR of written notice from CONTRACTOR, then CONTRACTOR may remove the same and withhold the cost of removal, including legal and other fees and expenses, from any sums due to SUBCONTRACTOR hereunder.

13. BUSINESS ETHICS

13.1 The Parties shall uphold the highest standards of business ethics in the performance of this Agreement.

13.2 Neither Party shall knowingly involve itself in any business in connection with, or use information arising from this Agreement, in any manner which conflicts with the interests of the other Party. In particular, but without limitation, neither of the Parties shall, directly or indirectly, receive, give or offer to give, anything of material value to any employee, director or agent of the other Party or its other contractors, sub-contractors and suppliers, government officials or any other persons, which could be regarded as an improper inducement to any Party. Any breach of this obligation shall constitute a material breach of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties in relation to the Services and supersedes all prior agreements, understandings and commitments, whether oral or in writing, between the Parties. No changes, alterations or modifications to this Agreement shall be binding on either Party unless set down in writing and signed by the authorised representatives of the Parties. Each Party irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in this Agreement or for breach of any warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently and/or to rescind this Agreement.

15. LAW AND DISPUTES

- 15.1 This Agreement shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles that would deem otherwise. The ruling language of the Agreement shall be the English language.
- 15.2 Should a dispute arise between the Parties out of or in connection with this Agreement, the Parties shall initially endeavour to resolve such dispute via their appointed representatives, failing which the dispute shall then be referred to the Managing Director or equivalent manager of the Parties.
- 15.3 In the absence of any agreement being reached on a particular dispute either Party may take appropriate action to resolve such dispute which shall then be submitted to the exclusive jurisdiction of the English Courts.
- 15.4 Whilst any matter or matters are in dispute, the SUBCONTRACTOR shall proceed with the execution and completion of the Services and both the SUBCONTRACTOR and the CONTRACTOR shall comply with all the provisions of the Agreement.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement, but only to the extent that a member of a Party's Group shall be entitled in its own right to enforce the benefit only of the indemnities given to it by virtue of Article 4 but not in any other respect. Further, in making a claim under this Agreement, the remedies of any third parties shall be limited to claiming for damages; and no third party shall be entitled to assign any benefit conferred on it pursuant to this Agreement. The Parties may rescind or vary any term of this Agreement without the consent of any third party, even if as a result that third party's right to enforce a term of this Agreement would be varied or extinguished.

17. EXPORT COMPLIANCE

The goods, services, technology or software provided by either Party are subject to applicable law and export controls, including those of the United States of America to the extent they apply.

18. SEVERABILITY

- 18.1 In the event any act required under this Agreement is inconsistent with, penalised by or prohibited under the Laws of England or any country having jurisdiction over the Services and/or either of the Parties hereto, the Party obligated hereunder to perform such act shall be excused from such performance and this Agreement construed as if such obligation had not been set forth herein.
- 18.2 Any provision of this Agreement that is now or hereafter prohibited, illegal or unenforceable in any applicable jurisdiction shall be ineffective to the extent of such

prohibition, illegality or unenforceability without invalidating the remaining provisions hereof.

19. CONTINUING OBLIGATIONS

Those obligations contained in this Agreement that by their nature survive termination, together with such other obligations as may be specifically nominated in the Main Contract, shall continue in full force and effect notwithstanding the termination or expiry of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day and year first written by the signature of their respective representatives.

CONTRACTOR

Signature: _____

Name: _____

Position: _____

Date: _____

SUBCONTRACTOR

Signature: _____

Name: _____

Position: _____

Date: _____

Exhibit "A"

Scope of Services

Exhibit "B"

Remuneration

Exhibit "C"

Main Contract

Exhibit "D"

Special Conditions