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# SAND Geophysics Contract conditions for the supply of goods and services

## 1 DEFINITIONS

- 1.1 'Conditions'- the terms stated in the Contract.
- 1.2 'Contract'- The Contract shall mean these Conditions and the Purchase Order.
- 1.3 'Documents' - means all records, reports, studies, documents, papers, correspondence, specifications and other materials whatsoever and any drafts of the aforementioned and in any media originated by or for You in providing the Services.
- 1.4 'Goods' - any goods to be supplied by You as required by the Contract and detailed in the Purchase Order.
- 1.5 'Intellectual Property' - any and all:
- a) patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any such rights, inventions, know how, confidential information, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software or databases) unregistered design rights and other rights in designs and rights in databases;
  - (b) rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in paragraph (a) above; and
  - (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above and in each case in any jurisdiction.
- 1.6 'Price'- the price We will pay You for providing the Services as set out in the Purchase Order.
- 1.7 'Purchase Order' – the official order document supplied by Us setting out details of SAND's requirements and the Purchase Order shall be incorporated into the Contract.
- 1.8 'Services' - Any such services to be provided by You, as required by the Contract and detailed in the Purchase Order.
- 1.9 'Us' or 'Our' or 'We' – SAND Geophysics Limited.
- 1.10 'You' or 'Your' - The person, firm or company to whom the Purchase Order is addressed and who is responsible for providing the Services or supplying the Goods.

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## 2 THE CONTRACT

2.1 These Conditions govern the Contract between Us and You. No other Conditions will apply. The supply of Goods and / or supply of Services in response to the Purchase Order shall expressly and irrevocably mean that You have agreed to supply to Us the Goods and/or Services and that You accept these Conditions and agree that no other terms apply to the Contract.

### 2.2 Entire Agreement

2.2.1 This Contract constitutes the entire agreement between Us and You in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us and You, whether written or oral, relating to its subject matter.

2.2.2 You acknowledge that You have not relied on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

2.2.3 Any terms or conditions contained in any quotation, acknowledgement, delivery note, invoice or other document supplied by You shall not apply and are hereby expressly excluded.

### 2.3 Formation of Contract

2.3.1 A binding Contract between Us and You shall come into existence on the earlier of:

*(a) Our issue of the Purchase Order to You; or*

*(b) You commencing performance of the Services or delivery of the Goods referred to in the Purchase Order; or*

*(c) Your written acceptance of the Purchase Order,*

and in each case such Contract shall be governed exclusively by these Conditions.

2.3.2 Any proposal, quotation or offer made by You shall be deemed to be an invitation to treat only. Our Purchase Order shall constitute the offer.

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### 3 THE PRICE AND PAYMENT

- 3.1 The Price of the Goods or Services is fixed on the Purchase Order.
- 3.2 No variation in Price will apply unless agreed in writing by Our authorised representative prior to delivery of Goods or completion of Services.
- 3.3 Payment for Goods received or Services completed to Our satisfaction, will be made within 30 days of receipt of an itemised, correct and undisputed invoice.
- 3.4 Your invoice shall quote the Purchase Order number and shall be addressed as set out on the Purchase Order.
- 3.5 We will not be responsible for delays in payment arising from failure to comply with these invoicing instructions.
- 3.6 We will usually pay by BACS and on request can provide a remittance advice to inform You that payment has been made.
- 3.7 We will pay any VAT due.
- 3.8 Payment by Us will be without prejudice to any rights or remedies available to Us under the Contract, or otherwise.
- 3.9 We will be entitled to set off against any invoice any amount due from You to Us under this or any other arrangement.
- 3.10 We will consider and verify any invoices submitted by You in a timely fashion and any undue delay by Us in doing so will not be sufficient justification for failing to regard an invoice as valid and undisputed.

### 4 TIME

- 4.1 Time of delivery of the Goods and commencement and completion of the Services is of the essence of the Contract.

### 5 QUALITY OF GOODS

- 5.1 The Goods supplied under the Contract shall be to Our satisfaction and shall conform to the Purchase Order.
- 5.2 Specifically the Goods shall:
  - 5.2.1 be fit for any purpose made known to You expressly or by implication; and
  - 5.2.2 be of satisfactory quality; and
  - 5.2.3 be entirely safe and conform to all relevant British and European standards and / or legislation; and
  - 5.2.4 be new unless otherwise agreed and
  - 5.2.5 comply with any samples, patterns, drawings, plans and specifications provided by Us or on behalf of Us.

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## 6 QUALITY OF SERVICES

- 6.1 The Services supplied under the Contract shall be to Our satisfaction and conform to the Purchase Order.
- 6.2 Specifically in relation to the Services the following shall apply:
- 6.2.1 the Services shall be performed with due skill, care and diligence including industry best practice; and
  - 6.2.2 You shall ensure that sufficient resources are available to complete the Services successfully and to our satisfaction; and
  - 6.2.3 the Services shall be supplied by supervised, experienced, qualified, trained and competent staff and
  - 6.2.4 We rely on Your skill, judgement and experience.

## 7 INSPECTION, ACCEPTANCE AND REJECTION

- 7.1 We will inspect the Goods when they are delivered.
- 7.2 Provided that the Goods are of satisfactory quality in accordance with clause 5, We will accept the Goods upon payment of the invoice. Title and risk shall pass to Us on delivery of the Goods.
- 7.3 If the Goods are not of satisfactory quality in accordance with clause 5 then We can reject them and You at our request will supply replacement Goods. If We reject the Goods we will give You written notice. You shall collect the Goods within five working days from receiving Our notice to collect the Goods. We will not make payment for rejected Goods or be responsible for costs incurred by You in removing rejected Goods and arranging for the supply of replacement Goods.
- 7.4 If You fail to comply with clause 7.3 we are entitled to treat the Contract as having been terminated pursuant to clause 13.3 below.

## 8 LABELLING AND PACKAGING

- 8.1 You must ensure that all prices, quantities, units of measure and the Purchase Order number are on all transaction documentation and comply in all respects with the Purchase Order. All Goods must be clearly labelled and adequately packed.

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## 9 INDEMNITY AND INSURANCE

- 9.1 You must indemnify Us against all losses, damage, injury or expense or loss of or damage to property or injury to or death of any person, however caused by:
- 9.1.1 the Goods not being fully in accordance with the Contract, or
- 9.1.2 any act by You, Your employees, agents or sub-contractors.
- 9.2 You shall fully indemnify Us against any expenses, losses, liabilities, damages, claims or costs whatsoever howsoever arising from any alleged or actual infringement of any intellectual property rights including papers, trademarks, copyrights, intellectual or any of the rights arising from the Contract.
- 9.3 You must maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, losses, damages, claims whatsoever howsoever arising from the Contract including death or personal injury, loss of or damage to property or any other loss (the 'Required Insurances').
- 9.4 The Required Insurances referred to above are:
- 9.4.1 Public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Contract;
- 9.4.2 Employers' liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Contract;
- 9.5 You shall produce evidence of such Required Insurances to Us on request.
- 9.6 We will not be liable for any loss, loss of profits, indirect loss or consequential loss whatsoever howsoever arising from the Contract.

## 10 PUBLICITY

- 10.1 You will not publish or reproduce or arrange press releases or make public statements in connection with the Contract or make use of Our name in any publicity without Our prior written approval.

## 11 FREEDOM OF INFORMATION

- 11.1 The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Acts") gives a general right of public access to all types of recorded information held by Us, subject to certain exemptions, and places a number of obligations on Us with regard to the disclosure of information.
- 11.2 We will allow public access to recorded information wherever possible and You will agree to Us making disclosures in accordance with the Acts. If We ask You for information, You will provide the information requested within five working days at your own expense.
- 11.3 You agree that We shall have the absolute discretion to decide whether to release information pursuant to this clause or whether to apply an exemption to the information and Our decision shall be final.

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## 12 DATA PROTECTION AND SECURITY

### 12.1 In this Condition 12:

“Data Protection Laws” means all applicable privacy and data protection laws in force from time to time in the UK, including the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018 and any other applicable legislation relating to personal data and privacy.

“Personal Data”, “Data Controller”, “Data Processor”, “Data Subject” and “Processing” shall have the meanings given to them in the Data Protection Laws.

### 12.2 To the extent that You process Personal Data on Our behalf in connection with the Contract, You shall:

(a) process such Personal Data only on Our documented instructions (including as set out in the Contract), unless required to do so by law in which case You shall inform Us of that legal requirement before processing (unless the law prohibits such information);

(b) ensure that persons authorised to process the Personal Data have committed themselves to appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as described in Article 32 UK GDPR;

(d) not engage any other processor (a “Sub-Processor”) in connection with the Contract without Our prior written consent and, where such consent is given, ensure that a written contract is in place with such Sub-Processor imposing data protection obligations that are no less protective than those set out in this Condition 12;

(e) taking into account the nature of the Processing, assist Us by appropriate technical and organisational measures, insofar as this is possible, in responding to any request from a Data Subject and in ensuring compliance with Our obligations under Data Protection Laws with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities;

(f) notify Us without undue delay (and in any event within 24 hours) after becoming aware of a Personal Data Breach (as defined in the UK GDPR) and provide Us with all information and assistance reasonably required to meet any obligations under Data Protection Laws;

(g) at Our choice, delete or return all Personal Data to Us after the end of the provision of the Services or supply of the Goods relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data; and

(h) make available to Us all information necessary to demonstrate compliance with this Condition 12 and allow for and contribute to audits, including inspections, conducted by Us or Our designated auditor, on reasonable prior notice during normal business hours.

### 12.3 You shall not process, or permit the processing of, Personal Data outside the UK (or the UK and EEA, as We may specify) without Our prior written consent and, where such consent is given, only where appropriate safeguards are in place in accordance with Data Protection Laws.

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- 12.4 You shall comply, and shall ensure that Your employees, agents, contractors and sub-contractors comply, at all times with Data Protection Laws in connection with the Contract and shall not do, or omit to do, anything which would place Us in breach of Our obligations under Data Protection Laws.
- 12.5 We may require You to enter into a separate data processing agreement and/or data protection schedule. You shall not process any Personal Data on Our behalf until such agreement or schedule has been duly executed by both parties where We notify You that this is required.
- 12.6 This Condition 12 is in addition to, and does not relieve, remove or replace, Your obligations under Data Protection Laws.

## 13 TERMINATION

- 13.1 The Contract shall commence on the date specified in Condition 2.3 and shall continue until the earlier of completion of the Services and delivery of the Goods in accordance with the Contract, or its termination in accordance with this Condition 13.
- 13.2 We may terminate the Contract for convenience in whole or in part at any time by giving You not less than 30 days' written notice. In such circumstances, Our liability shall be limited to payment of the Price for Goods properly delivered and Services properly performed up to the effective date of termination, together with any unavoidable and evidenced costs reasonably incurred by You in direct consequence of such termination, provided that in no circumstances shall We be liable for loss of profit, loss of opportunity or any indirect or consequential loss.
- 13.3 Without prejudice to any other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
- (a) commits a material breach of any of the Conditions of the Contract and (if such breach is capable of remedy) fails to remedy that breach within 14 days after receiving written notice requiring it to do so; or
  - (b) becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrator or similar officer appointed over any of its assets, enters into liquidation (except for a solvent amalgamation or reconstruction), or any analogous event occurs in any jurisdiction; or
  - (c) is or is reasonably likely, in Our reasonable opinion, to bring bad publicity or disrepute upon Us; or
  - (d) commits a breach of Condition 12 (Data Protection), Condition 16 (Intellectual Property Rights), Condition 18.1 (Bribery) or Condition 19 (Anti-Slavery), which shall be deemed a material breach not capable of remedy.
- 13.4 We may terminate the Contract by written notice to You if We placed the Purchase Order in error and We inform You within seven days of the date of the Purchase Order.
- 13.5 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Contract existing at or before the date of termination.
- 13.6 Conditions which expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect, including without limitation Conditions 9, 11, 12, 16, 18.1, 18.8, 19.

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## 14 DISPUTES AND AGREEMENTS

- 14.1 We shall try to resolve all disputes arising in connection with the Contract amicably. If this cannot be achieved within a reasonable period of time and not less than 10 working days from the date of the dispute arising, We shall each refer the dispute to senior members of staff.
- 14.2 If We cannot resolve the dispute within one month either party may exercise any remedy it may have pursuant to the Contract or statute or common law.
- 14.3 Alternatively We may jointly agree to undergo alternative dispute resolution as agreed between Us.

## 15 STATUS AND TAX LIABILITIES

- 15.1 The parties acknowledge and agree that You are engaged by Us as an independent contractor and nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between Us, constitute either party the agent of the other, or create any employment relationship between Us and You or any of Your officers, employees, workers, agents or contractors.
- 15.2 You are solely responsible for, and shall account to the relevant authorities for, all income tax, National Insurance contributions and any other liabilities, charges and dues payable in respect of any sums paid to You under the Contract and in respect of any person engaged by You to provide the Services.
- 15.3 You warrant that the manner in which the Services are supplied and performed does not fall within Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (off-payroll working rules) or any equivalent legislation, save where We have expressly confirmed otherwise in writing.
- 15.4 You shall indemnify and keep Us indemnified in full against all and any income tax, National Insurance contributions, interest, penalties, costs and expenses which may be assessed on or demanded from Us by the relevant authorities arising out of or in connection with the provision of the Services, including any liability arising from any claim that any individual engaged by You is or was Our employee or worker.
- 15.5 If at any time We reasonably consider that the off-payroll working rules or similar legislation may apply to the Services, We may require You to provide information and documentation and to cooperate with any status determination process, and We may make any deductions from payments to You that We consider necessary to comply with applicable law.

## 16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 In this Condition 16:
- “Background IPR” means any Intellectual Property that is owned or controlled by a party prior to the Commencement Date of the Contract or that is developed or acquired by a party independently of the Contract.
- “Foreground IPR” means any Intellectual Property (excluding Background IPR) that is conceived, originated, made or developed by You (or on Your behalf) in the course of or for the purpose of performing the Contract.

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- 16.2 You shall during the Contract promptly disclose full details in writing to Us of the conception, origination, making or development of any Foreground IPR.
- 16.3 Subject to Condition 16.5, all Foreground IPR and all legal and beneficial interest in the Documents (including the media upon which they are recorded) created by You or Your employees, agents or contractors in performance of the Contract shall vest in Us on creation and, to the extent such rights do not automatically vest, You hereby assign (and shall procure the assignment of) all such rights to Us with full title guarantee. You shall execute all documents and do all acts that We may reasonably require to give full effect to this assignment.
- 16.4 You hereby irrevocably waive, and shall procure that Your employees, agents and contractors irrevocably waive, any moral rights which they may have in any works created in performance of the Contract, to the fullest extent permitted by law.
- 16.5 Nothing in the Contract shall affect the ownership of Your Background IPR. To the extent that Your Background IPR is incorporated in the Goods, Services or Documents or is otherwise required for Us to receive the full benefit of the Contract, You grant to Us (and Our clients and Affiliates) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence (with the right to sublicense) to use, copy, modify, adapt and otherwise exploit such Background IPR solely to the extent necessary for Us to use the Goods, Services and Documents for Our business purposes.
- 16.6 You warrant and represent that:
- (a) You are free of any duties or obligations to third parties which might conflict with the terms of the Contract; and
  - (b) the Goods, Services, Documents, Foreground IPR and any Background IPR You provide do not infringe the Intellectual Property rights of any third party.
- 16.7 You shall indemnify Us in full and on demand against all liability, loss, damage, costs and expenses (including reasonable legal fees) suffered or incurred by Us arising out of or in connection with any claim that Our receipt or use of the Goods, Services, Documents, Foreground IPR or Background IPR supplied by You infringes the Intellectual Property rights of any third party.
- 16.8 On completion or termination of the Contract, You shall promptly deliver to Us all Documents and materials containing Foreground IPR or Our Background IPR and shall, at Our request, delete any electronic copies (except for copies which You are required to retain by law or for legitimate archival purposes).
- 16.9 Except as necessary for performance of the Contract, You shall not, without Our prior written consent, reproduce, use or exploit any Documents, Foreground IPR or Our Background IPR for any purpose.

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## 17 CONFIDENTIALITY

- 17.1 You and We agree not to disclose to any third party any confidential information concerning the affairs, business, customers, clients, suppliers, know-how, designs, trade secrets or any information belonging to or supplied by one of Us to the other which would reasonably be regarded as confidential, except as permitted by this Condition 17.
- 17.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, advisers or subcontractors who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under the Contract, provided that such persons are subject to obligations of confidentiality no less strict than those set out in this Condition; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations or exercise its rights under the Contract.
- 17.4 The obligations in this Condition 17 shall not apply to any information that:
- (a) is or becomes generally available to the public other than as a result of its disclosure by the receiving party in breach of this Condition;
  - (b) was lawfully in the possession of the receiving party before the information was disclosed to it by or on behalf of the disclosing party; or
  - (c) is lawfully obtained by the receiving party from a third party who is free to disclose it.
- 17.5 The obligations in this Condition 17 shall commence on the date of the Contract and shall continue for a period of five (5) years after expiry or termination of the Contract.

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## 18 GENERAL TERMS

- 18.1 You will not give or offer to any of Our staff, employees or agents, any gift, bribe or inducement in relation to this or any other Contract between Us or engage in any activity which is or is likely to be an offence under the Bribery Act 2010.
- 18.2 Notices and Communications
- 18.2.1 All notices and other communications given under or in connection with the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the addresses set out in the Purchase Order, or sent by email to the email addresses specified in the Purchase Order (or such other address or email address as may be notified by one party to the other from time to time in accordance with this Condition).
- 18.2.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; and
  - (c) if sent by email, at the time of transmission, provided that no error message indicating failure to deliver has been received and if transmission occurs outside normal business hours (9.00 am to 5.00 pm on a business day), it shall be deemed to have been received at 9.00 am on the next business day.
- 18.2.3 This Condition 18.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.3 The headings to Conditions shall not affect their interpretation.
- 18.4 The Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.
- 18.5 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Conditions or the Contract.
- 18.6 Neither You nor Us will be in breach of the Contract for delay in performing, or failure to perform, any obligations under the Contract if such delay or failure results from events, circumstances or causes beyond either Your or Our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non - performance continues for four (4) weeks the party affected may terminate the Contract by giving 14 days' written notice to the other.
- 18.7 Neither You nor We will assign, transfer or sub - contract the Contract without the prior written consent of the other such consent not to be unreasonably withheld.
- 18.8 If any provision of the Contract (or part of any provision) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part-provision) shall be deemed deleted.
- 18.9 Any modification or deletion under Condition 18.8 shall not affect the validity and enforceability of the rest of the Contract.

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#### 18.10 Language

18.10.1 The Contract and all notices, communications and documents relating to it shall be in the English language. If the Contract or any related document is translated into another language, the English language version shall prevail.

#### 18.11 Counterparts and Electronic Signature

18.11.1 The Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

18.11.2 The parties agree that the Contract may be signed by electronic signature (including by way of digital or scanned signature) and that such method of signature shall be as effective as a handwritten signature for the purposes of validity, enforceability and admissibility in evidence.

## 19 COMPLIANCE WITH LAWS, ANTI-SLAVERY AND SANCTIONS

19.1 In performing the Contract, You and We shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including (without limitation) those relating to anti-bribery and corruption, anti-slavery and human trafficking, export controls and economic sanctions.

19.2 You shall ensure that there is no modern slavery or human trafficking (as defined in the Modern Slavery Act 2015) in Your supply chains or in any part of Your business and shall implement and maintain policies and procedures to prevent the same.

19.3 You warrant that You have not been convicted of any offence involving slavery or human trafficking and that You are not subject to any investigation, inquiry or enforcement proceedings relating to any alleged slavery or human trafficking offence.

19.4 You shall, at Our request, provide such information and evidence as We may reasonably require to demonstrate Your compliance with this Condition 19, including copies of relevant policies and procedures and details of due diligence conducted on Your supply chain.

19.5 You shall not, directly or indirectly, engage in any activity, practice or conduct which would place Us in breach of any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures imposed by the UK, UN, EU or any other competent authority with jurisdiction over the Contract.

19.6 Any breach of this Condition 19 by You shall be deemed a material breach of the Contract not capable of remedy for the purposes of Condition 13.

**SAND Geophysics Ltd.  
Terms & Conditions for  
Survey & Consultancy Services**

# Terms & Conditions for Survey Support Services

SAND – April 2018

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## **I Definitions & Interpretation**

- 1.1 In these terms and conditions, the following words and phrases shall have the meaning ascribed thereto;
- 1.2 “Company” means the party contracting the survey support services
- 1.3 “Contractor” means SAND Geophysics Limited
- 1.4 “Affiliates” means, in respect of any company or corporation, any holding or subsidiary company thereof and any subsidiary of such holding company, the terms holding and subsidiary company having the meaning as set out in Sections 736 and 736A of the Companies Act 1985.
- 1.5 “Client” means any party (together with its co-ventures), with whom the Company has contracted and for whose ultimate benefit the Services hereunder are provided.
- 1.6 “Company Group” means the Company, and the Client from time to time, and the Company’s contractors (other than the Contractor) and their subcontractors of any tier and its and their Affiliates from time to time and, in respect of all the foregoing, their respective officers, directors, employees and agents.
- 1.7 “Contract” means this agreement together with Appendices 1, 2 and 3 made a part hereof.
- 1.8 “Contractor Group” means the Contractor and Sub-contractors of any tier, its and their Affiliates and their respective officers, directors, employees and agents.
- 1.9 “Party or Parties” refers to both the Company and Contractor as appropriate.
- 1.10 “Services” means the provision of personnel and equipment as listed in Appendix I and the operation of the equipment to provide support to the Company’s operations within the defined capabilities of the said personnel and equipment.
- 1.11 “Subcontractor” means any party with whom Contractor contracts for the supply of products or services in support of Contractor’s performance of the Services.
- 1.12 Reference to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of the Contract) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modifications). The statutory provisions applying to the Contract as amended, re-enacted or repealed shall not be construed as imposing any additional liability on the parties to this Contract.

## **2 Entire Agreement**

- 2.1 These terms and conditions constitute the entire agreement between the Parties. In the event of ambiguity or contradiction between the documents comprising this Contract, this document shall take precedence followed by the Appendices in the sequence listed.
- 2.2 No amendment to or waiver of any of these terms and conditions shall be binding upon either Party unless it is reduced to writing and signed by an authorised representative of that Party.

### **3 Contract Duration**

This Contract shall commence on the date of acceptance of a Purchase Order or on the date of the start of works, whichever is earliest. This Contract shall, subject to Article 11 hereof, automatically terminate on completion of Services then being provided.

### **4 Scope of Services**

The Contractor shall perform Services as required by the Company in consideration for which the Company shall pay the compensation calculated pursuant to Appendix 2 and in accordance with Article 6 below.

### **5 Title to The Services**

Intellectual Property Rights in all deliverables generated by the Contractor in the performance of the Services shall remain vested in the Contractor during the provision of the Services. The Company shall receive a limited, non-transferable license to use such deliverables solely for the specific purposes for which the Services are provided, for the duration of the Services. Title to and ownership of the Intellectual Property Rights in the deliverables shall not transfer to the Company until the Contractor has received payment in full of all sums properly due under the contract for the Services. The Contractor shall be entitled to revoke the Company's license to use the deliverables in the event of non-payment of any approved invoices, without prejudice to any other rights or remedies available to the Contractor.

### **6 Compensation**

For performance of the Services the Contractor shall be paid the applicable rates specified in Appendix 2. The Contractor shall submit its invoice(s) (together with all forms, invoices, documents or other information which the Company may reasonably require) as soon as reasonably practicable after the end of the period or the completion of the Services or part thereof. Undisputed invoices shall be paid by the Company within 30 days of receipt. However, if any portion of an invoice is disputed Company shall immediately notify Contractor of the substance of any such dispute and pay only the undisputed value thereof within the time specified. Thereafter the Parties shall, in good faith, negotiate and resolve the disputed portion without undue delay and thereafter the Company shall remit any balance found owing to Contractor within 7 days of the resolution date. In the event that valid invoices are not paid within 7 days of the period prescribed, the Contractor shall have the right to apply interest at the statutory rates.

### **7 Variations**

- 7.1 The Company may by written notice to the Contractor propose to vary the Services in any respect. Within 7 days of the receipt of any such notice or such longer period as the Parties may agree the Contractor shall advise the Company in writing of any alteration to the contract price or other of the Contractor's obligations which would result from the variation. The Company shall then either:
- i) confirm a variation in writing with such amendment to the contract price and the Contractor's obligations as the parties have agreed; or
  - ii) withdraw the variation.
- Subject to 7.3 below the Contractor shall not proceed with any variation until it has received written confirmation from the Company.
- 7.2 If the Contractor considers that an occurrence has taken place for which it is entitled to receive a variation, the Contractor shall without delay request, in writing, that the Company issue a variation. Any request shall include all relevant information for which the Contractor considers itself to be entitled to a variation. The Company shall respond in accordance with the provisions of this Clause 7.
- 7.3 If exceptionally the Company decides that for reasons of urgency a variation must be carried out immediately, then the Company may instruct the Contractor accordingly and the Contractor shall forthwith carry out such instruction. Within 7 days of the issue of any such instruction, the Contractor shall advise the Company in writing of any changes which he proposes to the contract price or of the time of completion or any other of the Contractor's obligations under the Contract

arising out of such variation. The Company within 7 days of the receipt of such proposal shall issue a variation order confirming changes as the parties have mutually agreed.

## **8 Inspection**

The Company shall have the right to inspect any portion of the Services at any reasonable time. Any such inspection undertaken by the Company shall not relieve the Contractor of any its obligations under this Contract.

## **9 Warranty**

- 9.1 The Contractor warrants that it has the ability, qualifications, resources, equipment and personnel to perform the Services and shall, at all times, perform same in accordance with good and prudent practice and in accordance with applicable law and government regulations and good industry practice and in accordance with applicable law and governmental regulations.
- 9.2 Contractor's liability in respect of defective work shall be limited to re-performance of that portion of the work performed defectively or in breach of the foregoing warranty, up to 100% of the value of such defective work irrespective of the cause.
- 9.3 The aforesaid warranty shall be the only Warranty for the work, all other warranties express or implied by law and/or contract are hereby excluded. It is further acknowledged that Contractor's liability for the Services, except for any data collected and processed during or after performance of the work in the field, shall cease upon departure from the site. Liability in respect of data collected during the work in the field shall cease 14 days after presentation of such data in its final processed form.

## **10 Indemnities**

- 10.1 The Company shall defend, indemnify and hold the Contractor Group harmless from and against any and all claims, demands, proceedings, loss actions, liabilities, judicial awards and costs, including reasonable legal costs, or/and expenses howsoever arising by reason of:
  - i) injury to, illness or death of the Company Group personnel; and/or
  - ii) loss of or damage to Company Group property; and/or
  - iii) loss of or damage to such permanent third party facilities and plant as are specified in Appendix 3.

arising out of or in consequence of the performance of this Contract irrespective of the negligence or wilful misconduct or breach of duty (statutory or otherwise) on the part of the Contractor Group.

Notwithstanding the foregoing, the indemnities granted herein with respect to Client personnel and property and permanent third-party facilities shall be limited to the extent such indemnities are granted by the Client under the Company's contract with Client for the benefit of the Contractor Group. Contractor may request sight of the appropriate indemnity provisions prior to executing this Contract.

- 10.2 The Contractor shall indemnify and hold the Company Group harmless from and against any action, liability, judicial awards and costs, including reasonable legal costs, or expenses howsoever arising by reason of injury to illness or death of the Contractor Group's personnel and/or loss of or damage to Contractor Group's property arising out of or in consequence of the performance of this Contract unless due to the negligence, wilful misconduct or breach of duty, whether statutory or otherwise, on the part of the Company Group.
- 10.3 The Company shall indemnify and hold the Contractor Group harmless from and against any action, liability, judicial awards and costs, including reasonable legal costs, or expenses arising by reason of pollution originating from the reservoir or from the Company Group's property or from the third party facilities specified in Appendix 3, arising out of or in consequence of the performance of this Contract irrespective of the negligence or wilful misconduct or breach of duty whether statutory or otherwise on the part of the Contractor Group.

- 10.4 The Contractor shall indemnify and hold the Company Group harmless from and against any action, liability, judicial awards and costs, including reasonable legal costs, or expenses arising by reason of pollution emanating from the Contractor Group's property arising out of or in consequence of the performance of this Contract unless due to the negligence or wilful misconduct or breach of duty whether statutory or otherwise on the part of the Company Group.
- 10.5 The Parties shall maintain adequate insurance cover, or procure that such cover is obtained, against such liabilities as are referred to herein including but not limited to those policies specified in Article 15 below. The existence or otherwise of such insurance and the respective indemnities provided thereby shall in no way limit, or be deemed to limit, the liabilities assumed by the Parties herein.

## **11 Force Majeure**

- 11.1 Except for the timely payment of monies properly earned hereunder, neither Company nor Contractor shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that fulfilment has been delayed or prevented by a force majeure occurrence as hereunder defined, which has been notified in accordance with this Article.
- 11.2 For the purposes of this Contract the phrase "force majeure" shall mean any event:
- i) the occurrence, continuation and consequences of which, by exercise of reasonable diligence the affected Party is unable to prevent or control.
  - ii) that falls within one or more of the following categories:
    - a) act of God;
    - b) riot, war (including civil war), invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, rebellion, revolution, insurrection of military or usurped power;
    - c) expropriation, confiscation, requisitioning or commandeering of all or part of the Services by any Government;
    - d) explosion, fire, flood, earthquake, catastrophic weather conditions or other natural calamities;
    - e) strikes or industrial disputes at a national or regional level, or by labour not employed by the affected Party, its subcontractors or suppliers and which affect a substantial or essential part of the Services;
    - f) Changes to, or introduction of, any general or local Statute, Ordinance, Decree, Law, regulation or bye-law of any duly constituted authority whether at local, regional or national level.
- 11.3 In the event of a force majeure occurrence, the Party that is, or may be, delayed in, or prevented from, performing its obligations under the Contract shall notify the other Party forthwith, giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay. Notwithstanding the foregoing the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise the effects of any such occurrence and shall maintain frequent and regular contact for this purpose.
- 11.4 Save as may otherwise be provided for in the Contract, no payments of whatever nature shall be made in respect of Services not provided for reasons of force majeure and each Party shall bear its own costs, expenses and losses incurred as a result of a force majeure occurrence.

## **12 Termination of Contract**

- 12.1 Company may by notice in writing to the Contractor terminate the Contract as follows:
- i) forthwith if the Contractor shall be in material breach of any of the terms of the Contract and shall have failed to remedy, or to have commenced to remedy, such breach within seven days of receipt of written notice from Company so to do; or
  - ii) forthwith if the Contractor becomes insolvent or bankrupt or is unable to pay its debts as they fall due or is the subject of a winding up petition or has a receiver appointed over all or

any of its assets or enter into liquidation including a provisional liquidator or a trustee manager, factor or administrator of its affairs being appointed; or

iii) forthwith if the Company's Client terminates its contract with the Company.

12.2 In the event of termination arising from the causes specified under subarticles (i) or (ii) above the Company shall only be liable to the Contractor in respect of the Services performed up to the effective date of termination. In the event of termination under subarticle (iii), provided termination has not arisen by default of Contractor, the Contractor shall, in addition, be entitled to claim for and receive compensation in respect of duly substantiated direct additional costs attributable to early termination of this Contract.

### **13 Assignment**

The Contractor shall not be entitled to assign the Contract or any benefit under the Contract without the written consent of the Company which consent shall not be unreasonably withheld or delayed. The Company shall be entitled to assign all or any part of its rights, liabilities or obligations hereunder to any co-venturer or otherwise with the written consent of the Contractor which consent shall not be unreasonably withheld or delayed.

### **14 Choice of Law**

This Contract shall be governed by and construed in accordance with the laws of England and the Parties hereto submit to the jurisdiction of the English Courts.

### **15 Insurance**

15.1 Each Party undertakes to maintain or procure the provision of (at the responsible Party's expense) the following insurance cover in respect of its obligations hereunder:

- i) Employer's Liability insurance to comply with the relevant Party's legal liability;
- ii) General Public Liability insurance in respect of the persons and property of third parties with cover adequate to cover the liabilities assumed under this Contract;
- iii) All Risks Physical Damage insurance in respect of the responsible Party's property and the property of its Group, and where applicable;
- iv) Protection and Indemnity insurance, including wreck removal, in respect of any vessels used in the performance of the Services; and
- v) Hull and Machinery Insurance in respect of any vessels used in the performance of the Services.

15.2 Upon request each Party shall furnish the other with Certificates of Insurance evidencing cover.

### **16 Consequential Damages**

In no event shall either Party hereto be liable to the other for any consequential loss or damage, which for the purposes of this Clause 16, shall mean business interruptions, loss of revenues or profit (including anticipated profit), use of capital, production and/or project delays, loss of products, or losses resulting from failure to meet contractual commitments.

## **17 Independent Contractor**

The Contractor is an independent Contractor and neither the Contractor nor any of his employees, agents or servants shall be deemed to be employees, agents or servants of the Company.

## **18 Taxes**

The Contractor shall indemnify, defend and hold harmless the Company and its Client and their Affiliates from and against any and all taxes, duties or other charges (together with any interest and penalties in relation thereto) on income, profits or gains, Contractors taxes, social insurance organisation charges imposed by any government or taxing authority on the Company, its Clients and their Affiliates, their respective officers, directors and employees, or any assignee of the Contractor in respect of any payment made to or earned by the Contractor, its Subcontractors their respective officers, directors and employees, or any assignee of the Contractor or in respect of the Services performed under the Contract. The Company shall make all payments to the Contractor net of tax or other deductions which the Company is required to make in compliance with its statutory obligations. The Contractor shall supply and shall ensure that its Sub-Contractor shall supply all information as may be necessary to enable the Contractor to comply with the legal demand of any government taxation authority for such information.

## **19 Confidentiality**

Neither Party shall disclose to any party without the other Party's prior written consent, any information pertaining to the performance of the Services or any proprietary information disclosed by one Party to the other.

## **20 Notices**

Notices under the Contract shall be deemed validly served:

- i) 24 hours after posting by Recorded Delivery to the last known address of the addressee; or
- ii) immediately on faxing same to the addressee provided that the sender is in receipt of the answer-back slip and confirmation of same is sent to the addressee as set out in 20(i) hereof.

## **21 Contracts (Rights of Third Parties) Act 1999**

Each of Company and Contractor agrees that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Contract but only to the extent that a member of the Company Group or Contractor Group, as the case may be, (and not any other third party) shall be entitled in its own right to enforce the benefit only of the indemnities given to it in Articles 10, 15 and 16 but not in any other respect, and in particular:

- i) in making a claim under this Contract the remedies of a member of the Company Group or Contractor Group as the case may be shall be limited to claiming damages;
- ii) notwithstanding any other provision of the Contract, no third party shall be entitled to assign any benefit conferred on it pursuant to this Contract; and
- iii) no right of either Company or Contractor to agree to any amendment, variation, waiver or settlement under or arising from or in respect of this Contract, or to rescind or terminate this Contract, shall be subject to the consent of any third party who has rights to enforce a term of this Contract by virtue of this Article 21 even if as a result that third party's said rights will be varied or extinguished.

## **22 Health, Safety & Environment**

- 22.1 The Services will be undertaken in accordance with the latest version of the Contractors standard Health, Safety and Environmental policies and procedures.



## **Scope of Services**

*Unless otherwise defined below the scope of services shall be as detailed in the latest tender document provided by the Contractor*

## **Compensation Schedule**

*Unless otherwise defined below the compensation schedule shall be as detailed in the latest tender document provided by the Contractor & payment milestones will be completion of each line item or monthly whichever is earliest.*

## **Proximate Third-Party Facilities**

*The indemnity in Article 10.1 (iii) is given in respect of the following property.*