

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern the entire relationship between MCL Medics and the Client and shall apply to all Services provided or offered to the Client through MCL Medics, whether now or in the future, unless expressly agreed otherwise in writing by MCL Medics.

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 **"Agreed Purpose"** means to enable the provision of the Services by MCL Medics to the Client.
- 1.2 **"Agreement"** means the agreement between MCL Medics and the Client for the supply of Services, consisting of these General Terms and Conditions, all agreed Proposals, and any other documents expressly agreed by the parties in writing.
- 1.3 **"Application"** means any applications or Services provided by MCL Medics through MCL Medics website or platform;
- 1.4 **"Business Day"** means a day other than a Saturday or Sunday on which banks are ordinarily open for the transaction of normal banking business in the location in which the Services are provided.
- 1.5 **"Client"** means the person that enters into the Agreement as detailed on the new client opening account form.
- 1.6 **"Consumables"** means medical stock items that require to be used within their given expiry date.
- 1.7 **"Data Controller"** has the meaning given to it in the Data Protection Legislation.
- 1.8 **"Data Discloser"** the party disclosing the Shared Personal Data to the other.
- 1.9 **"Data Processor"** has the meaning given to it in the Data Protection Legislation.
- 1.10 **"Data Protection Legislation"** (i) the Data Protection Act 2018 (DPA); (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK; (iii) any successor legislation to the DPA and the GDPR; and (iv) all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the any applicable national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
- 1.11 **"Data Receiver"** the party receiving the Shared Personal Data from the other.
- 1.12 **"Data Security Breach"** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
- 1.13 **"Data Subject"** has the meaning given to it in the Data Protection Legislation.
- 1.14 **"Disposables and Consumables"** means items that are customarily discarded after a single use that are not pharmaceuticals, for example, masks, gloves, gowns, needles, paper products, syringes and wipes.
- 1.15 **"EEA"** means the European Economic Area.
- 1.16 **"Employee Assistance Programme"** or "EAP" means the Employee Assistance Programme Service Line offered by MCL Medics as described in the relevant Proposal.

- 1.17 **"General Appointment"** means an appointment that can be delivered by a non-specialist medical practitioner.
- 1.18 **"MCL Medics"** means The MCL Group (Int) Limited (company registered number: 03858827) t/a MCL Medics.
- 1.19 **"Medical Advisory Services"** means the medical management and advisory Services customized to the requirements of the oil and gas industry and delivered under a Service Line as set out in the relevant Proposal.
- 1.20 **"Medical Equipment"** means any equipment that is intended for use by a qualified medical practitioner for the purpose of carrying out a healthcare related activity.
- 1.21 **"Medical Kits"** means pharmaceuticals, Disposables and Consumables that are identified, assembled and suitably packaged together for a particular usage such as a first aid kit or a malaria survival kit.
- 1.22 **"Medical Staffing Services"** means the medical staffing Services provided under a Service Line and as set out in the relevant Proposal.
- 1.23 **"Medical Supplies"** means pharmaceutical, Disposables and Consumables, Medical Equipment, Medical Kits and Modules.
- 1.24 **"Medical Supply Chain Advisory Services"** means the advisory Services provided by MCL Medics to the Client as specifically set forth in the relevant Proposal.
- 1.25 **"Medical Supply Chain Arrangement Services"** means the arrangement Services of the procurement and delivery of Medical Supplies provided by the Client on behalf of MCL Medics as specifically set forth in the relevant Proposal.
- 1.26 **"Modules"** means pharmaceuticals, Disposables and Consumables and Medical Equipment that are identified, assembled and suitably packaged for a particular usage such as emergency room modules or wound management modules.
- 1.27 **"No-Show"** means failure to attend an appointment and failure to notify MCL Medics within the Notification Period of a non-attendance.
- 1.28 **"Notification Period"** means One (1) Business Day before a General Appointment or three (3) Business Days before a Specialist Appointment, where day 1 or day 3 as applicable is the day before the appointment.
- 1.29 **"Occupational Health Services"** means the occupational health Services Line offered by MCL Medics as described in the relevant Proposal.
- 1.30 **"Parties"** means the Client and The MCL Group (Int) Limited t/a MCL Medics collectively; and Party means either the Client or "MCL Medics" individually.
- 1.31 **"Permitted Recipient"** the parties to the Agreement, the officers, employees, agents and sub-contractors of each party, and any third-party engaged to perform obligations in connection with the Agreement.
- 1.32 **"Personal Data"** has the meaning given to it in the Data Protection Legislation.
- 1.33 **"Proposal(s)"** means one or more proposal provided by MCL Medics to the Client setting out specific details in respect of one or more Service Lines agreed between the Parties, including but not limited to the Services selected by the Client, the Scope of Services, the Service Fees, the Sites, and the duration of the Services. Each Proposal, once agreed in writing by the Parties, forms part of the Agreement and is governed by these General Terms and Conditions.

- 1.34 **"Remote Medical Support"** means the medical management and advisory Service Line customized to the requirements of the oil and gas industry as set out in the relevant Proposal.
- 1.35 **"Scope of Services"** means the description or specification of the Services as set out in the relevant Proposal.
- 1.36 **"Services"** means the services under one or more Service Lines requested by the Client and agreed to be provided by MCL Medics as set out in the relevant Proposal(s) and includes the use of any Application by the Client's employees.
- 1.37 **"Service Fees"** the fees payable in accordance with the Services performed by MCL Medics as detailed in MCL Medics' Proposal or as otherwise agreed in writing by the Parties.
- 1.38 **"Service Line"** means each individual line of service offered by MCL Medics being: Occupational Health Services; Remote Medical Support Services; and the Employee Assistance Programme.
- 1.39 **"Shared Personal Data"** the Personal Data to be shared between the parties under clause 9.2 which shall not exclude any personal data acquired by MCL Medics through the use of any Application by any employee of the Client.
- 1.40 **"Site"** means the specific location where the Services will be performed by MCL Medics as detailed in the Proposal.
- 1.41 **"Specialist Appointment"** means an appointment that requires MCL Medics to have a medical practitioner or doctor with additional qualifications relevant to the appointment, available to deliver the service.
- 1.42 **"Sub-Contractor"** means MCL Medics team of approved doctors and qualified medical practitioners appointed by it from time to time.
- 1.43 **"Third Party Providers"** means suppliers (referred by MCL Medics) licensed to wholesale distribute, manufacture or trade medical supplies as specifically set forth in the Proposal.
- 1.44 **"Training Services"** means the training services agreed to be provided by MCL Medics and detailed in the relevant Proposal and any training schedule agreed by the parties in writing.
- 1.45 Where a clause within these General Terms and Conditions specifically relates to a Service not agreed to in a current Proposal, its provisions shall not apply to the relationship unless and until that specific Service is agreed to in a future Proposal. For the avoidance of doubt, the exclusion of such clauses shall not affect the validity or enforceability of the remaining provisions of these General Terms and Conditions or the Agreement.
- 1.46 In the event of any ambiguity as to whether a clause in these General Terms and Conditions applies to a Proposal, reference shall be made to the Scope of Services and Service details set out in the applicable proposal(s) to determine its relevance.
- 1.47 Any reference to "writing", or cognate expressions, includes a reference to any communications effected by electronic mail or facsimile transmission.
- 1.48 For convenience, terms that have a defined meaning are indicated by the use of a capital letter, but the absence of a capital letter shall not alone indicate that the term is to have a meaning other than the defined meaning.
- 1.49 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.50 A reference to a "Party" includes a reference to that Party's successors and permitted assigns unless the context clearly indicates otherwise.

- 1.51 Headings are for convenience of reference only and shall not affect the interpretation of these General Terms and Conditions.
- 1.52 A reference to a "person" shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any sovereign state or any agency thereof unless the context clearly indicates otherwise.
- 1.53 Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted.

## **2 TERM AND TERMINATION**

- 2.1 The Agreement shall commence on the date when these General Terms and Conditions have been signed by the Client or the date on which Services commence, whichever occurs first, and shall continue in full force and effect until the expiry or termination of the Services under all agreed Proposals, unless terminated earlier in accordance with clause 2.2, clause 2.3, clause 2.4, clause 3.9 and clause 15.3. For the avoidance of doubt, the expiration or termination of a Service under any individual Proposal shall not affect the continuation of the Agreement with respect to any other Proposals that remain in effect.
- 2.2 Subject to clause 2.3, in the event that a Party defaults in the performance or observance of any material covenants or provisions of the Agreement or an individual Proposal, and such Party fails to remedy such default or breach within sixty (90) days from the date of notice thereof from the other Party, the Agreement on the relevant individual Proposal shall be terminated at the end of such notice period.
- 2.3 A Party shall be entitled to terminate the Agreement with immediate effect by written notice to the other Party if the other Party: (i) makes an assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets; (ii) disposes of a substantial part of its business or assets; (iii) substantially alters the nature of its business existing as at the date of the Agreement; (iv) ceases to or threatens to cease to carry on business; or (v) merges or is acquired by a company that is in competition with the Party entitled to terminate.
- 2.4 MCL Medics shall have the right to suspend or terminate the Agreement or an individual Proposal by giving not less than seven (7) days advance written notice to the Client if the Client has failed to pay any sum due and payable to MCL Medics.
- 2.5 The provisions of clauses 5, 7, 8, 11, 13, 14, 16 and 20 and any other provisions in the Agreement necessary to interpret the respective rights and obligations of the Parties shall survive the termination or expiry of the Agreement.
- 2.6 Termination of the Agreement however caused shall be without prejudice to any rights or liabilities of the Parties accruing prior to the date of termination.
- 2.7 Without prejudice to any other rights and remedies available to MCL Medics in the event of the suspension or termination of the Agreement, the Client shall pay to MCL Medics all due or outstanding amounts for: (i) the Services rendered up to the date of suspension or termination; (ii) the cost of medical supplies acquired or purchased by MCL Medics Limited as required for the performance of Services; and (iii) any costs reasonably incurred and substantiated by MCL Medics arising from or in connection with the suspension or termination.

### **3 COMPENSATION**

3.1 The Client will pay MCL Medics the Service Fees for the provision of the Services. Unless otherwise agreed between the Parties, MCL Medics will issue monthly invoices to the Client in respect of the Services.

3.2 Subject to the provisions of clause 3.3 below, the Client shall pay the Service Fees and any other sums due and owing to MCL Medics without any set off or deduction (save as required by law) within 30 days of the date of the invoices by:

3.2.1 direct debt, credit card or BACS transfer to a bank account designated by MCL Medics in relation to the provision of EAP Services; and

3.2.2 BACS transfer to a bank account designated by MCL Medics in respect of all other Services.

For the avoidance of doubt, where the the nature of the Services requires upfront payment prior to the commencement of the Services, MCL Medics will notify the Client thereof.

3.3 If any invoice is disputed, the Client shall make payment as aforesaid of any undisputed portion and the Parties shall use reasonable endeavours to resolve the dispute as a matter of urgency.

3.4 MCL Medics reserve the right to amend the Service Fees, on an annual basis, to make allowances for changes in any or all of the following factors:

3.4.1 the notional level of work; and/or

3.4.2 the Consumer Prices Index (where such allowance will be no less than CPI+1); and/or

3.4.3 statutory obligations that affects the sustainability of the provision of the Services including, but not limited to, changes to National Insurance contributions, pension requirements, or other employment-related costs directly impacting the cost of providing onsite staff.

Notwithstanding clause 3.4.3, special consideration shall be given in respect of the provision of qualified medical practitioners and any significant market fluctuations and/or change in role of the qualified medical practitioner as directed by the Client.

3.5 MCL Medics may at any time in the course of the Agreement request a review of the Service Fees if it encounters any significant increase in its costs.

3.6 If for any reason MCL Medics should consider it necessary to:

3.6.1 refer any of the Client's employees to third party specialist medically qualified practitioners

3.6.2 refer any of the Client's employees test results to third party providers,

MCL Medics shall inform the Client in advance of making such arrangements and the Client shall reimburse MCL Medics for the costs incurred in respect of such referral at cost plus 10% of the costs of such referrals.

3.7 Where MCL Medics provides Training Services, the Client will pay to MCL Medics the cost of all reasonable travel, living and/or miscellaneous expenses incurred by Trainer(s) in performing the Services plus 5% of such costs, in accordance with the terms of the Agreement.

- 3.8 For the avoidance of doubt, MCL Medics shall not be obliged to reimburse or refund to the Client any costs incurred as a result of non-participation of any trainees on a course.
- 3.9 If the Client fails to pay to MCL Medics on the due date any sum due and owing, without prejudice to any other rights or remedy available to MCL Medics, MCL Medics shall have the right to: (i) charge the Client interest (both before and after any judgment) on the amount unpaid at a compound rate of one percent (1%) above the Bank of England Base Rate per month calculated on a daily basis until payment in full is made; (ii) terminate or suspend the Agreement and/or the relevant Proposal in accordance with the provisions under clause 2.1; and (iii) recover from the Client all of its costs and expenses (including legal and other professional fees, administration and personnel costs) suffered or incurred by it in recovering any debt or overdue amount from the Client. MCL Medics shall not be liable to the Client for breach of the Agreement due to non-performance of the Services or for any loss, damage or inconvenience of whatsoever nature suffered by the Client and/or its affiliates as the result of suspension of the Services or termination of the Agreement and or the relevant Proposal pursuant to the Client's default in payment.

#### **4 CANCELLATION POLICY**

- 4.1 The Client shall be required to pay to MCL Medics the reasonable costs incurred by MCL Medics arising from the postponement, re-scheduling or cancellation of any pre-arranged medical appointment or booked Services in line with the following cancellation policy.

##### **4.2 Occupational Health Services and EAP**

- 4.2.1 In the event of a No-Show or cancellation by the Client of an Occupational Health Service or any other session as part of the EAP without any notification to MCL Medics, Service Fees will be charged at full cost.
- 4.2.2 In the event of a cancellation of an Occupational Health Service due to unforeseeable and unavoidable circumstances beyond the Client's control, and with notification to MCL Medics of such cancellation within the first 4 hours post any medical appointment time, no Service Fee will be chargeable.
- 4.2.3 In the event of a notification by the Client requesting to reschedule an Occupational Health Service with less than 48 hours' notice to MCL Medics, no Service Fee will be chargeable.
- 4.2.4 In the event that the Client provides to MCL Medics less than five (5) Business Days' notice to cancel or reschedule an Occupational Health Service to be delivered on a day that is not a Business Day, the Service Fees will be charged in full.

##### **4.3 Remote Medical Support and Training Services**

- 4.3.1 In the event that the Client requests MCL Medics to postpone part or all of the Remote Medical and Training Services, it shall give MCL Medics at least seven (7) calendar days' notice of such postponement in writing prior to the commencement date of the Services. If the Client fails to give such notice, MCL Medics shall have the right to charge the Client the following rescheduling fees:
- 4.3.1.1 50% of the Service Fee if the written notice is received less than seven (7) calendar days but more than two (2) calendar days prior to the commencement date of the Remote Medical and Training Services, or
- 4.3.1.2 100% of the Service Fee if the written notice is received less than two (2) calendar days prior to the commencement date of the Remote Medical and Training Services.

- 4.3.2 In the event the Client requests that MCL Medics cancel part or all of the Remote Medical and Training Services, it shall give MCL Medics no less than fourteen (14) calendar days' notice in writing prior to the commencement date of Remote Medical and Training Services. If the Client fails to give such notice, MCL Medics shall have the right to charge the Client the following cancellation fees.
- 4.3.2.1 50% of the Service Fee if the written notice is received less than fourteen (14) calendar days but more than seven (7) calendar days prior to the commencement date of the Remote Medical and Training Services; or
- 4.3.2.2 100% of the Service Fee if the written notice is received less than seven (7) calendar days prior to the commencement date of the Remote Medical and Training Services.
- 4.3.3 The Client will pay to MCL Medics all non-refundable expenses (e.g. travel, accommodation, consumables etc.) already incurred in the arrangement of any part of the Remote Medical and Training Services for the Client, in accordance with any pre-agreed quotation provided or in the absence of such a quotation at cost plus 10%.

## 5 TAXES

- 5.1 VAT shall be applied to the cost of the Services at the prevailing rates and in accordance with the rules as set out by HMRC from time to time, applicable to the Services being delivered. If the Client is located in a Member State of the European Union, the Client shall provide its VAT registration number to MCL Medics at the commencement of the Agreement.
- 5.2 In addition to applicable VAT, the Service Fees are net of any applicable withholding taxes, deductions or other charges imposed on the Service Fees by the tax authorities of the country to which the Client belongs. If such taxes, deductions or charges are payable, MCL Medics shall have the right to charge the Client and the Client shall pay, a sum equivalent to such taxes, deductions or charges.

## 6 PROVISIONS OF SERVICES

- 6.1 MCL Medics shall use its reasonable endeavours to provide the Services in a proper, timely and efficient manner and in accordance with the Scope of Services (as applicable) and the Agreement in all material respects. For the avoidance of doubt, if any of the provisions detailed in the Scope of Services conflict with any of the provisions set out in these General Terms and Conditions, the provisions of the Scope of Services shall prevail and take precedence.
- 6.2 **Occupational Health:** MCL Medics shall provide the Occupational Health Services at:
- 6.2.1 the most appropriate MCL Medics premises in the UK for the Client: or
- 6.2.2 the Client's premises: or
- 6.2.3 a location such as a heliport or other such location not specific to the Client or MCL Medics but otherwise suitable for the provision of the Services as may be agreed between the parties from time to time. Sessions for the provision of the Occupational Health Services can be flexible however the Client's attention is drawn to our cancellation policy in clause 4 above.
- 6.3 **Training Services:** MCL Medics shall provide for the Client's designated personnel the Training Services including the provision of appropriate personnel (the "Trainer(s)") and equipment to conduct the course(s). The course(s) shall be conducted by the Trainer(s) at the Training Location(s) according to any agreed schedule. MCL Medics shall abide by the Client's safety policies and procedures in effect at the Training Location(s). Such safety

policies and procedures shall be made known to MCL Medics prior to the commencement of Services. MCL Medics shall at all times be subject to the general direction of MCL Medics in performance of Training Services except where such direction would interfere with or prejudice or adversely affect the performance of Training Services.

- 6.4 The Client warrants that the information it has provided to MCL Medics in relation to the provision of the Training Services is true, complete and accurate in all respects. The Client acknowledges that MCL Medics has relied upon such information in the provision of the Services. The Client shall indemnify MCL Medics Group (as defined in clause 13.3.) against any claim, loss or liability suffered by the Client (whether directly or indirectly) arising out of or in connection with any act, omission or misrepresentation by MCL Medics under the Agreement due to information provided by the Client being inaccurate or misleading in any way whatsoever.
- 6.5 **EAP Services:** MCL Medics agrees to make available to the Client's staff those employee assistance programme (EAP) Services as set out in the Agreement Details. In supplying the EAP Services:
- 6.5.1 The Client shall:
- 6.5.1.1 co-operate with MCL Medics in all matters relating to the Services;
  - 6.5.1.2 provide, for MCL Medics, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by MCL Medics.
  - 6.5.1.3 provide, in a timely manner, such information as MCL Medics may require, and ensure that it is accurate and complete in all material respects;
  - 6.5.1.4 promptly upon execution of the relevant Proposal set up an account with GoCardless Limited ("GoCardless") in order to pay the Service Fees in accordance with clause 3 under a direct debit agreement.
- 6.6 **Medical Advisory Services under all Service Lines:** The Client acknowledges that where MCL Medics provides Medical Advisory Services under the Agreement, the Client shall have sole responsibility and discretion as to whether it follows and implements such medical advice and MCL Medics shall have no liability for any losses, claims or liabilities incurred by the Client where the Client has failed to follow or implement its advice.
- 6.7 The Client shall indemnify MCL Medics Group against any claim, loss or liability incurred by MCL Medics Group (whether directly or indirectly arising out of or in connection with the provision of the Services where the Client has not followed or implemented MCL Medics medical advice whether in whole or in part.
- 6.8 **Non-Performance:** Without prejudice to any other rights and obligations under the Agreement, should MCL Medics' performance under the Agreement be prevented or delayed by the Client, its agent subcontractors, consultants or employees' failure to perform its obligations under the Agreement, MCL Medics shall:
- 6.8.1 not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
  - 6.8.2 be entitled to payment of the Charges despite any such prevention or delay; and
  - 6.8.3 be entitled to recover any additional costs, charges or losses MCL Medics sustains or incurs that arise directly or indirectly from such prevention or delay.

## **7 INTELLECTUAL PROPERTY**

- 7.1 MCL Medics shall own all rights in the methodologies, processes, procedures, records, patient records, trade and design rights (whether or not registered), training materials (regardless of format), copyrights, patents, trade secrets, other intellectual property rights, programmes or systems (hereinafter collectively referred to as the "Intellectual Property") that will be utilised or created during the provision of the Services.
- 7.2 To the extent deemed necessary by MCL Medics for the delivery of the Services to the Client, the Client will be granted for a limited term as specified in the Agreement, a revocable, non-transferable, non-sub licensable, free-of-charge, non-exclusive right to use, for the purposes of the Services for which they will be provided, the materials or items that MCL Medics will deliver to the Client in connection with Services to be provided. The Client shall, and shall procure that their respective employees, affiliates and agents shall, cease using the Intellectual Property of MCL Medics upon the suspension, termination or expiration of the Agreement. For avoidance of doubt, MCL Medics shall have the sole discretion as to which Intellectual Property it provides to the Client.
- 7.3 Intellectual Property vested in a Party prior to and during the performance of the Services shall remain the exclusive property of the entitled Party and shall not be appropriated or used without the prior written consent of that Party.
- 7.4 In the event there is any ambiguity in the ownership of any Intellectual Property by either Party, MCL Medics shall have the sole right to determine the ownership of any such Intellectual Property.

## **8 CONFIDENTIAL INFORMATION**

- 8.1 Each Party undertakes to the other:
- 8.1.1 to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall obtain or receive as a result of the performance of the Agreement ("the Information");
  - 8.1.2 not disclose the Information, without the other's written consent, in whole or in part to any other person save those of its employees, agents and sub-contractors who have a need to know the same; and
  - 8.1.3 to use the Information solely in connection with the Services and not for its own benefit or the benefit of any third party.
- 8.2 The provisions of clause 8.1 above shall not apply to any Information to the extent that it is:
- 8.2.1 in the public domain other than as a result of a breach of this clause or any other obligation of confidence;
  - 8.2.2 required to be disclosed by law or by order of any court, regulatory or government authority; or
  - 8.2.3 received from a third party who is not bound by any obligation of confidentiality.

## **9 DATA PROTECTION**

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 9.2 The parties acknowledge that in performing their respective obligations hereunder they shall be sharing Personal Data between themselves as Data Controllers, and also there may be

circumstances where one party may act as the Data Processor of the other. The Parties also acknowledge that MCL Medics shall not share with the Client any Personal Data that MCL Medics may acquire as a result of the use of an Application by any employee of MCL Medics.

- 9.3 The Parties agree to only process Shared Personal Data for the Agreed Purpose, and shall not process Shared Personal Data in a way that is incompatible with the Agreed Purpose.
- 9.4 The Data Discloser shall ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Data Receiver for the Agreed Purposes.
- 9.5 The Data Discloser shall, in respect of Shared Personal Data, ensure that their privacy notices comply with the Data Protection Legislation, and without prejudice to the generality of the foregoing, are clear and provide sufficient information to the Data Subjects for them to understand which specific personal data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive the personal data, together with, if applicable, giving notice that, on the termination of the Agreement, Personal Data relating to them may be retained by the Data Receiver, its successors and assignees.
- 9.6 Where required under the Data Protection Legislation, the Data Receiver undertakes to inform the Data Subjects of the purposes for which it will process their Personal Data and provide all of the information that it must provide to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver.
- 9.7 Neither Party shall be required to share any personal Data with the other Party where the Data Subject has expressed a wish for such Personal Data not to be shared.
- 9.8 The Data Discloser shall ensure that before disclosing any Personal Data to the Data Receiver that it is accurate.
- 9.9 Shared Personal Data must be limited to the Personal Data described in Annexure A. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 9.10 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes, which shall be no longer than the retention period specified in Annexure A.
- 9.11 Notwithstanding clause 9.10, the Parties shall be entitled to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry provided that such retention periods are notified to the Data Discloser.
- 9.12 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the Data Discloser's reasonable requirements in the following circumstances:
  - 9.12.1 on termination of the Agreement; and
  - 9.12.2 once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes.
- 9.13 Following deletion of the Shared Personal Data in accordance with clause 9.12, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted.

- 9.14 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:
- 9.14.1 storing Shared Personal Data on servers outside the EEA;
    - 9.14.1.1 sub-contracting the processing of Shared Personal Data to data processors located outside the EEA; and
    - 9.14.1.2 granting third parties located outside the EEA access rights to the Shared Personal Data.
  - 9.14.2 The Data Receiver shall not disclose or transfer the Shared Personal Data to a third party data controller located outside the EEA unless:
    - 9.14.2.1 such international transfer is stated as permitted in Annexure A, or it has the express written consent of the Data Discloser; and
    - 9.14.2.2 it complies with the provisions of Article 26 of GDPR (in the event the third party is a joint controller); and
    - 9.14.2.3 it ensures that: (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of GDPR; (B) there are appropriate safeguards in place pursuant to Article 46 of G DPR; or (C) one of the derogations for specific situations in Article 49 of GDPR applies to the transfer.
- 9.15 The Data Receiver shall ensure that all Permitted Recipients who have access to and/or process the Shared Personal Data are obliged to keep the Shared Personal Data confidential.
- 9.16 Where the Data Receiver is acting as a data processor on behalf of the Data Discloser, then without prejudice to the generality of clause 9.1, the Data Receiver shall:
- 9.16.1 process that Shared Personal Data only on the written instructions of the Data Discloser;
  - 9.16.2 at the written direction of the Data Discloser, delete or return the Shared Personal Data and copies thereof to the Data Discloser on termination of the Agreement unless required by any applicable law to store the Shared Personal Data; and
  - 9.16.3 maintain complete and accurate records and information to demonstrate its compliance with the Agreement and allow for audits by the Data Discloser or the Data Discloser's designated auditor upon reasonable notice and during normal business hours of the Data Receiver.
- 9.17 Having regard to the state of technological development and the cost of implementing such measures, the Parties have in place appropriate technical and organisational security measures including as a minimum any requirements set out in Schedule 1 in order to:
- 9.17.1 prevent: (A) unauthorised or unlawful processing of the Shared Personal Data; and (B) the accidental loss or destruction of, or damage to, the Shared Personal Data;
  - 9.17.2 ensure a level of security appropriate to: (A) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (B) the nature of the Shared Personal Data to be protected.
- 9.18 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data.

- 9.19 The level, content and regularity of training referred to in clause 9.18 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.
- 9.20 Having considered the Data Protection Legislation and any relevant guidance, the Parties have in place their own policies and procedures that must be followed in the event of a Data Security Breach.
- 9.21 Data Receivers are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the Data Discloser, and Data Disclosers must notify any Data Receivers of such Shared Personal Data, as soon as possible and, in any event, within 2 Business Days of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Legislation.
- 9.22 Clause 9.20 also applies to any breaches of security which may compromise the security of the Shared Personal Data.
- 9.23 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
- 9.24 Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. In circumstances where the processing of a Data Subject's Personal Data is not in compliance with applicable Data Protection Legislation, Data Subjects may also request rectification, erasure or blocking of their Personal Data.
- 9.25 The Parties shall maintain a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 9.26 The Parties agree to provide reasonable assistance to each other as is necessary to enable them to comply with Data Subject Requests and to respond to any other queries or complaints from Data Subjects.
- 9.27 Each party undertakes to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of this clause 9, except to the extent that any such liability is excluded clause 14.
- 9.28 Indemnification hereunder is contingent upon:
- 9.28.1 the party to be indemnified (indemnified party) promptly notifying the other party (indemnifying party) of a claim:
- 9.28.2 the indemnifying party having sole control of the defence and settlement of any such claim; and
- 9.28.3 the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.

## **10 INDEPENDENT CONTRACTOR**

- 10.1 Save as expressly provided in the Agreement, nothing in the Agreement shall have the effect of creating the relationship of employer and employee or of agency or partnership between the Client and MCL Medics.
- 10.2 Save as expressly provided in the Agreement, at no time either during the continuance of the Agreement or after its termination shall the Client or MCL Medics have the authority to

represent itself as the agent of the other or as being empowered to bind (whether contractually or otherwise) the other in any way.

- 10.3 In the event that any provision of the Agreement is held to be void, invalid, illegal or unenforceable it shall be ignored and shall not affect the other provisions of the Agreement.

## **11 NON-SOLICITATION OF MCL MEDICS' PERSONNEL**

- 11.1 During the term of the Agreement and for a period of one (1) year after the termination or expiration of the Agreement, the Client shall not without the prior written approval of MCL Medics, directly or indirectly enter into any Agreement or arrangement with and shall not actively solicit any of MCL Medics personnel who work or have worked in the course of the Agreement ("MCL Medics' Personnel") or any extension or renewal thereof.

- 11.2 In the event the Client does offer employment to MCL Medics' Personnel or engages an Agency who employs or provides MCL Medics' Personnel contrary to the provisions in this clause 11, the Client shall pay to MCL Medics as a fee for human resources services an amount equal to twelve (12) times any agreed monthly fee for MCL Medics' Personnel. The Client acknowledges that any breach or violation of its obligation under this clause 11 will cause MCL Medics to incur or suffer substantial losses and loss of business opportunities.

## **12 INSURANCE**

- 12.1 MCL Medics will at its expense effect and maintain throughout the duration of the Agreement the following insurances.

12.1.1 Employers' Liability;

12.1.2 Offshore (where reasonably required);

12.1.3 Onshore; and

12.1.4 Medical Malpractice and General Liability

## **13 INDEMNIFICATION**

- 13.1 This clause applies where the Services involve offshore working or any work at wellsites. The following definitions apply in this clause:

**"Affiliates"** means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159 and Schedule 6 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.

**"Client Group"** means the Client, its Co-Venturers, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of MCL Medics Group.

**"Co-Venturer"** means any other entity with whom the Client is or may be from time to time a party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the WORK is being performed and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer.

**"MCL Medics Group"** means the MCL Medics, any of its Subcontractors, its and their Affiliates, its and their respective directors, officers and employees (including agency

personnel) but shall not include any member of the Client Group. "MCL Medics Group" shall also mean subcontractors (of any tier) of a Subcontractor which are performing the Services offshore or at any wellsite, their Affiliates, their directors, officers and employees (including agency personnel).

"**Subcontract**" means any contract between MCL Medics and any party (other than the Client or any employees of MCL Medics) for the performance of any part of the Services.

"**Subcontractors**" means any party (other than MCL Medics) to a Subcontract.

"**Worksite**" means the lands, waters and other places on, under, in or through which the WORK is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns), design offices, workshops and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the Agreement.

13.2 MCL Medics shall be responsible for and shall save, indemnify, defend, and hold harmless the Client Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities, up to a maximum of £150,000, in respect of:

a) loss of or damage to property of MCL Medics Group whether owned, hired, leased, or otherwise provided by the MCL Medics Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and

b) personal injury including death or disease to any personnel of the MCL Medics Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and

c) subject to any other express provisions of the Agreement, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the MCL Medics Group. For the purposes of this Clause 13.2c) "third party" shall mean any party which is not a member of the Client Group or MCL Medics Group.

13.3 The Client shall be responsible for and shall save, indemnify, defend and hold harmless the MCL Medics Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities, up to a maximum of £150,000, in respect of:

a) loss of or damage to property of the Client Group, whether:

i) owned by the Client Group, or

ii) leased or otherwise obtained under arrangements with financial institutions by the Client Group which is located at the Worksite arising from, relating to or in connection with the performance or non-performance of the Agreement; and

b) personal injury including death or disease to any personnel of the Client Group arising from, relating to or in connection with the performance or non-performance of the Agreement; and

c) subject to any other express provisions of the Agreement, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client Group. For the purposes of this Clause 13.3c) "third party" shall mean any party which is not a member of the Client Group or MCL Medics Group.

## **14 EXCLUSION OF LIABILITY**

- 14.1 Notwithstanding any other provisions herein to the contrary, MCL Medics shall not in any way howsoever be liable towards the Client for any damage or liability, including out of negligence or wilful default and whether or not MCL Medics ought to have known that such damage would result, in respect of the following:
- 14.1.1 any consequential or indirect loss, or damage, loss or injury of whatsoever nature which does not flow directly from an act or omission in question but only from a consequence or result of such act or omission;
  - 14.1.2 loss or anticipated loss of profit, loss or anticipated loss of revenue and economic loss, whether or not flowing directly or indirectly from an act or omission in question;
  - 14.1.3 business interruption, loss of use of any equipment, loss of contract or loss of business opportunity; or
  - 14.1.4 special, contingent, punitive or penal damages relating to or in connection with the performance or non-performance of the Agreement whether or not foreseeable at the time of entering into the Agreement, whether in delict, breach of statutory duty, negligence or otherwise.
- 14.2 Except as set forth herein, MCL Medics makes no warranties to the Client, express or implied, with respect to any of the Services, training materials or deliverables that will be provided. All warranties, conditions and other terms implied by statute or common law (including but not limited to fitness of purpose or merchantability) shall be expressly disclaimed and excluded to the fullest extent permitted by law.
- 14.3 Where applicable and to the extent permitted by applicable law, the Client and its employees, personnel, insured, users or members, as may be applicable, shall waive all claims against MCL Medics, MCL Medics' personnel, its affiliates, representatives and agents for any loss resulting from any advice given, Services provided or any acts or omissions of any third party service provider.
- 14.4 The total aggregate liability of MCL Medics arising out of or in connection with the Agreement and the Services provided by MCL Medics shall be limited to the total value of the Agreement, whether in contract, tort, breach of statutory duty, negligence or otherwise.

## **15 FORCE MAJEURE**

- 15.1 MCL Medics shall not be liable for failure to provide the Services and/or delays caused by any event occurring outside its reasonable control or of its employees, agents or representatives ("Force Majeure"), which includes without limitation acts of God such as natural disasters (hurricanes, tornadoes, landslides, earthquakes, volcanic eruptions, tsunamis, floods, lightning, explosions), wars, whether declared or not, use of or release or the threat thereof of any nuclear weapon or device or chemical or biological contamination or sonic boom, epidemic or pandemic, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident, interruption or failure of utility service and terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.
- 15.2 MCL Medics shall notify the Client of such Force Majeure event as soon as reasonably practicable. The Client's obligation to pay for any amounts that are due to MCL Medics shall not be affected by any Force Majeure event.
- 15.3 Where the Force Majeure event lasts for a period of more than sixty (60) days after the occurrence commences, either Party will have the right to terminate the Agreement by giving written notice to the other Party, such notice to have immediate effect.

## **16 BUSINESS ETHICS**

- 16.1 The parties shall comply with MCL Medics' Anti-Bribery Policy and The Bribery Act 2010. A copy of MCL Medics Anti-Bribery Policy is available on request.

## **17 GOVERNING LAWS**

- 17.1 The Agreement is governed by and shall be construed in accordance with the laws of England and Wales. Subject to the provisions of clause 18 the Parties submit to the exclusive jurisdiction of the English Courts.

## **18 SETTLEMENT OF DISPUTES**

- 18.1 The parties will seek to settle any dispute or difference arising out of or in connection with the Agreement by mediation in accordance with the London Court of International Arbitration Mediation Procedure (the Procedure), and the Procedure is incorporated by reference into the terms of the Agreement.

## **19 ENTIRE AGREEMENT**

- 19.1 The Agreement constitutes the entire agreement between the Parties in relation to the provision of the Services, and supersedes all previous communications, negotiations, understandings and agreements, whether oral or written, between the Parties with respect thereto.

## **20 SEVERABILITY**

- 20.1 If any of these provisions (or part of a provision) is declared invalid by any tribunal or competent authority, then such provision (or part of a provision) shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted, shall be deemed a provision hereof as though originally included.

If the provision (or part of a provision) invalidated is of such a nature that it cannot be so adjusted, the provision (or relevant part of the provision) shall be deemed to have been deleted as though the provision (or part of that provision) had never been included, in either case, the remaining provisions shall remain in full force and effect.

## **21 REMEDIES AND WAIVER**

- 21.1 All rights granted to the parties shall be cumulative and no exercise by either of the Parties of any right under the Agreement shall restrict or prejudice the exercise of any other right granted by the Agreement or otherwise available to it.
- 21.2 The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Agreement.

## **22 BINDING AGREEMENT AND RIGHT OF ENFORCEMENT**

- 22.1 The Agreement shall be binding upon the Parties hereto and their legal successors and subject to clause 22.2 below, neither Party shall assign or transfer the Agreement without the written approval of the other Party, which shall not be unreasonably withheld. Upon any assignment or transfer, the Agreement shall bind and inure to the benefit of any such assignee or transferee, and such assignee or transferee shall be substituted for the assignor or transferor in all respects under the Agreement. The merger of the Client's business with another entity or the acquisition of a controlling interest in the Client's business by another entity shall be deemed an assignment under these general terms.

- 22.2 MCL Medics may at any time assign or transfer its rights under the Agreement and may sub contract or delegate in any manner any or all of its obligations under the Agreement, upon notice to the Client, to a subsidiary, parent, related company or affiliate of MCL Medics.
- 22.3 A person who is not a Party hereto has no right under applicable law or statute to enforce or enjoy the benefit of any term herein except as expressly provided herein.
- 22.4 Any and all legal actions and claims arising under the Agreement shall be time barred unless written notice thereof is received by MCL Medics within one (1) year of the date of the event giving rise to such actions or claims.

### **23 AMENDMENTS**

- 23.1 No supplement, modification, amendment or waiver of Agreement shall be binding unless it is in writing and signed by authorised agents of MCL Medics.

### **24 AGREEMENT TO PREVAIL**

- 24.1 Unless expressly stated in a set of separate terms and conditions forming part of the Agreement executed by both Parties, the General Terms and Conditions shall prevail to the extent that there is any inconsistency or ambiguity between the Agreement and the provisions of any other document (including any subsequent Purchase Order or similar documents) forming part of the Agreement.

### **25 NOTICES**

- 25.1 All notices under the Agreement shall be in writing. A notice to a Party shall be sufficient in all respects if delivered by hand, sent by registered mail or facsimile to the other Party's authorised address set forth above in the Agreement, or such other address as the Party may notify to the other in writing. Any notice so given shall be deemed to have been received on the date of delivery in case of delivery by hand, upon receipt if by registered mail (receipt confirmed upon signature of the addressee or any employee thereof), or upon transmission if by facsimile (receipt confirmed by addressee's record of confirmed transmission), whichever first occurs.

## ANNEXURE A

### SHARED PERSONAL DATA

<b>Nature of sharing</b>	Controller to Controller or Controller to Processor
<b>Lawful basis for sharing</b>	To perform the contract between the Parties
<b>Category of Data Subjects</b>	[Employees of the Client.]
<b>Types of Personal Data</b>	<p>(a) Personal Details: title, name, postal address, email address, telephone number, date of birth, gender, marital status, dependants, next of kin, emergency contact information;</p> <p>(b) Employment Information: employee number, length of service, eligibility for workplace benefits; and</p> <p>(c) Special Categories of Data: information about the Data Subjects, health (including details of medical conditions, health and sickness records).</p>
<b>Transfer outside of the EEA</b>	Permitted where such transfer is by MCL Medics
<b>Retention Policy</b>	Personal Data shall only be retained for as long as necessary to fulfil Agreed Purpose, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for Personal Data, the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of the Personal Data, the purposes for which the Personal Data is processed and whether those purposes can be achieved through other means, and the applicable legal requirements shall be considered.