

General terms and conditions for the delivery and performance of services

General Compensation

1. Transport Charges

a) If Multiline vehicles are used for transportation of equipment and/or personnel, then the mileage-charges as per this pricelist will apply.

b) Any transport that cannot be done with MULTILINE vehicles will have to be done by 3rd party services. The actual cost-plus handling fee will be charged to the customer.

2. Expense Flat Charge

For any operation of minimum 6 hours incl. travel time a flat charge for expenses of 140 € per person/day will be charged. This charge also covers the cost of meals and/or overnight stays. Operational Time starts after leaving the ML Base in Diepholz. Travel time is considered as operation and expenses do apply on travel days.

3. Slickline Service

Slickline Service is reimbursed on hourly basis. No flat charge does apply. The minimum billing time per day and well is 6 hours. Transport- and all other costs will be charged in addition according to this price list.

4. Electric Line Service

Multiline eLine Service is reimbursed on hourly basis too. No flat charge does apply. The minimum billing time per day and well is 6 hours. Depth- and survey charges will be invoiced in addition. Transport- and all other cost will be charged also in addition according to this price list.

5. Sunday and Holiday surcharge

An additional surcharge on personnel cost for Sundays and/or German holidays will be applied per each hour on top of the corresponding e-line or slickline crew costs.

6. Incomplete eLine service

If a service cannot be finished due to well conditions or is cancelled by the customer while the service is already in hole, the following charges will apply:

- Actual or minimal depth- and survey charges according to the pricelist/proposal
- All other personnel-, transport- and equipment charges according to this pricelist/proposal

7. Cancelled Operations

If an operation is cancelled by the customer after equipment and personnel have already left the Multiline base in Diepholz, the charges for personnel-, transport- and equipment according to this pricelist will apply. A minimum cancelation fee of 6 hours for Crew, Unit as well as the Mileage and one day rental for PCE would be charged.

8. 3rd Party Charges

3rd Party services will be charged at documented cost plus 20% handling fee (+ 3rd party depth charge).

9. Damaged cable or slickline

Is a cable or slickline damaged during the operation and this is not on Multiline's fault, the replacement value of the cable or slickline plus handling fee will be charged.

10. Off-Shore Services

Additional charges for offshore operations will be calculated on special request.

11. Logging Report & Data Transfer

PLT and MFC Data is going to be provided digitally plus 2 additional field prints in hard copy format. Data is going to be provided directly to the customer. On special request a detailed corrosion report is available.

General terms and conditions of Multiline GmbH & Co KG

§ 1 Scope

(1) All service deliveries, performances and contractual offers for services of Multiline exclusively are governed by the following general terms and conditions. Unless otherwise expressly agreed in writing on a case by case basis, these general terms and conditions form an integral part of any contract concluded and entered into between Multiline and its customers (in the following **Principal**) respecting the contractual obligations of Multiline for the delivery and performance of its services.

(2) General terms and conditions of the Principal or of a third party shall not apply, even if Multiline does not object to their respective applicability individually and separately. The reference by Multiline to written communication containing or referring to general terms and conditions of the Principal or of a third party shall not be deemed to constitute an approval of such general terms and conditions.

(3) These general terms and conditions only shall apply vis-à-vis entrepreneurs, legal entities governed by public law or special assets governed by public law according to article 310 para. 1 of the German Civil Code (*Bürgerliches Recht*).

§ 2 Contractual Offers and Conclusion of Contracts

(1) Unless expressly indicated as legally binding or setting a specific period of acceptance, contractual offers by Multiline shall be discretionary and non-binding. Contractual offers made orally by Multiline and cost estimates provided by Multiline in any event shall be non-binding.

(2) The legal relationship between the Principal and Multiline shall be governed only by a written agreement including these general terms and conditions. Additions and changes of such agreement including these general terms and conditions shall be valid only if made in writing. This written form requirement may be satisfied by transmission of facsimile; data transmission, in particular, by email, shall not be sufficient. Multiline service staff shall not be authorized to amend or confirm amendments of any agreement with the Principal.

(3) The scope and content of the services owed by Multiline to the Principal shall be based on the specifications included in the written offer and its appendices. The periods for delivery and performance shall be subject to the contractual agreements between the parties. Compliance therewith by Multiline shall require that all commercial and technical questions have been resolved between the parties and that the Principal shall have fulfilled all of its obligations, in particular, pursuant to the below Article 5 – Co-operation. If this is not the case or if an order cannot be performed in a timely manner due to circumstances for which Multiline is not responsible, the agreed delivery or performance time shall be extended for a reasonable period of time. Multiline shall inform the Principal hereof without undue delay (*unverzüglich*). Employees and vicarious agents of Multiline which are subject to the German Working Hours Act (*Arbeitszeitgesetz*) are allowed to work only within the limitations set out therein. This also applies if the performance of the contract is completely or partly executed outside the territory of the Federal Republic of Germany. Multiline shall not be responsible for any restrictions resulting thereunder and such restrictions shall not result in any claims of the Principal vis-à-vis Multiline.

§ 3 Price and Payments

(1) Prices shall be valid only for the service scope set out in the offer. Additional or special work performed shall be calculated separately. Transportation of staff and equipment shall be charged separately on the basis of a mileage allowance. Overnight stays and meals within the scope of work performed shall be charged at cost. Prices shall be in EURO including statutory value-added tax.

(2) In the case of an increase of costs which is unforeseeable at the time of the conclusion of a contract, in particular, if third parties which Multiline depends on for required ancillary work regarding the order increase their prices, Multiline shall be entitled to pass on such price increases to the Principal or increase its prices within the given scope.

(3) Invoices must be paid in full within a period of 14 calendar days after receipt of the invoice. Receipt of the payment by Multiline shall be relevant for the timeliness of payment. Cheques shall be deemed to constitute payment only after having been cashed. If the Principal fails to pay by on the due date, any amounts outstanding shall be charged at an interest rate of 5 % p.a. as of the due date; the assertion of higher interest rates and additional damages in case of default shall remain unaffected.

(4) Cheques and bills of exchange shall be accepted without any legal obligation and only on the basis of a special agreement, on account of performance (*erfüllungshalber*) and without any precedent for later payment obligations. The Principal shall bear any discount charges. Incoming payments shall be charged against the oldest debt first irrespective of other designations by the Principal. If costs and interest already have accrued, payments shall first be charged against costs, secondly against interest and finally against the principal sum due. A payment shall be deemed to have been performed once Multiline is entitled to dispose of the amount. In case of a cheque, a payment shall be deemed to have been performed once the cheque has been cashed.

§ 4 Set-Off and Rights of retention

A set-off against counterclaims of the Principal or the retention of payments regarding such claims shall be permissible only if and to the extent such counterclaims are undisputed (*unbestritten*) or have been determined with final and binding effect (*rechtskräftig*).

§ 5 Co-operation by the Principal

(1) Prior to the commencement of work, the Principal shall provide Multiline with all available information relevant for the performance of an order, in particular, information about the geographical and technical conditions at the borehole. This also shall apply if such information only can be provided by third parties. In such case, the Principal shall ensure through appropriate measures that the required information shall be readily accessible for Multiline. The Principal shall instruct Multiline on site and shall indicate possible risks and particularities according to the expected operating conditions. If the Principal obtains knowledge of such risks or particularities after the start of work, it shall inform Multiline thereof without undue delay (*unverzüglich*).

(2) If the Principal is not the sole owner or sole concession holder of the operational site or the borehole where Multiline shall carry out the work, it shall guarantee vis-à-vis Multiline that it is entitled - to represent the interests of the co-owner(s) or the co-concession holder(s) regarding any decisions in connection with the preparation and execution of interpretations of data and/or field studies; and - to hand out or make available to Multiline all required data, recordings, test results or other information held by the co-owner(s) or the co-concession holder(s).

The Principal shall hold harmless and indemnify Multiline and its personnel against any claims of third parties arising as a result of a breach of such obligations.

(3) The Principal shall ensure at its cost that the borehole is sufficiently accessible by Multiline. In case of offshore work, the Principal shall be responsible for (i) the secure transport of explosives, radioactive or other equipment of Multiline ex port of shipment, and (ii) proper storage places at the bore site, in accordance with the applicable safety regulations and according to the applicable state-of-the-art. The Principal shall inform Multiline in advance of the storage capacities available at the bore site.

(4) The Principal shall be responsible for obtaining and maintaining all legal and official permits required for the performance of the contract by Multiline. This shall not apply to permits for which Multiline is responsible.

(5) The Principal shall be liable to Multiline for any damages and additional costs resulting from a willful (*vorsätzlich*) or negligent (*fahrlässig*) breach of the obligations to co-operate set out above under paragraphs 1 to 4.

§ 6 Recovery of and Reimbursement for Equipment

(1) Equipment used by Multiline is designated for applications at average conditions at and in the borehole. Above average conditions may result in the damage, destruction and loss of equipment. In case of the loss, destruction or damage of Multiline's equipment in the borehole, on the bore site, during transportation by the Principal or a third party or while it is in the Principal's custody, the Principal shall be obligated at its discretion to be exercised within a reasonable period of time,

- to use best efforts to recover lost equipment of Multiline at its own risk and cost;
- to pay to Multiline the replacement value of the lost equipment; and/or
- to reimburse to Multiline the costs for the repair, handling and transport of the equipment approved by the Principal if the equipment can be recovered and returned into a technical flawless condition.

Such obligations shall not apply if the loss, destruction or damage of equipment is attributable to gross negligence (*grobe Fahrlässigkeit*) or willful misconduct (*Vorsatz*) of Multiline's personnel or vicarious agents (*Erfüllungsgehilfen*).

(2) The Principal shall be responsible solely for any recovery work (*Fangarbeiten*). Multiline hereby shall support the Principal reasonably upon its request.

(3) Radioactive sources used by Multiline when performing the contract are a potential source of risk. The Principal shall take special precautionary measures for recovery work in order to prevent the container from breaking or being damaged if a radiation source becomes lost in a borehole. The container must be isolated by cementation or by other appropriate means in accordance with statute if the container breaks or cannot be recovered for other reasons.

§ 7 Insurances

(1) At the request of Multiline, the Principal shall be obligated to set up a sufficient insurance covering its financial exposure resulting under the legal relationship with Multiline. In such case, the Principal shall provide an according insurance confirmation upon request by Multiline.

(2) Multiline shall insure the equipment used within the scope of the contractual work against damage, destruction or loss if such insurance is so requested by the Principal. The Principal shall bear the costs of such insurance.

§ 8 Acceptance of Work

(1) The time of acceptance (*Abnahme*) of the work performed or the deemed acceptance (*Abnahmefiktion*) pursuant to the below article 8 para. 2 hereof shall be relevant for the applicability of rights of warranty for defects (*Mängelgewährleistungsrecht*).

(2) Unless the Principal has notified Multiline in writing (*schriftliche Rüge*) of material defects, work performed shall be deemed to be accepted by the Principal at the latest within a period of 10 days as of receipt of the invoice and the testing report by the Principal.

§ 9 Warranty

(1) Multiline shall be liable for carrying out the instructed work in accordance with the applicable state-of-the-art and agreed service specifications as well as in a timely manner. Multiline shall not be liable if a defect results from errors in the service specifications of the Principal or other circumstances for which the Principal is responsible. The Principal shall be entitled to claim damages, to reduce the contractual price or to rescind the contract, completely or partially, according to the below provisions if Multiline under breach of duty (*pflichtwidrig*) fails to comply with its contractual obligations or does not meet contractual due dates despite having received a warning notice (*Mahnung*).

(2) The Principal shall inspect the work performed without undue delay (*unverzüglich*) upon its completion provided that such inspection can be expected in the normal course of business. Defects which can be detected must be notified without undue delay (*unverzüglich*). Defects which cannot be detected by the inspection must be notified without undue delay (*unverzüglich*) after their detection. The notification of a defect (*Mängelrüge*) has to be provided in written form (*Textform*). The timeliness of a notification shall be determined by the date of its dispatch. Multiline shall not be liable for warranty claims for defects (*Mängelgewährleistungsansprüche*) if the Principal fails to notify a defect in the given timely manner.

(3) No warranty claims shall exist for only minor deviations from the contractually agreed condition or minor impairments of the usability. In case of a defective performance, Multiline shall be entitled and obligated at its discretion first either to remedy the defect(s) (*Nachbesserung*) or to perform a replacement delivery (*Ersatzlieferung*). As long as Multiline fulfills its obligation to remedy the defect(s), the Principal shall have no further claims. If the obligation to remedy the defect(s) is not fulfilled finally by Multiline within two (2) attempts, the Principal shall be entitled to claim damages, to reduce the contractual price or to rescind the contract.

(4) The warranty period shall be 12 months commencing as of the date of acceptance or the fiction of acceptance pursuant to the above article 8 para. 2. Notwithstanding the foregoing sentence, the statutory periods of limitation shall apply for warranty claims pursuant to Article 438 para. 1 no. 1 and Article 634a para. 1 no. 2 of the German Civil Code (BGB) as well as for damage claims resulting from an injury of life, bodily harm and health damages as well as for any damages caused by an intentional (*vorsätzlich*) or grossly negligent (*grob fahrlässig*) breach of duties by Multiline or its vicarious agents (*Erfüllungsgehilfen*).

§ 10 Interruption of Work at the Request of the Principal

Multiline shall interrupt or slow down the performance of the work only at the written request of the Principal, in each case in accordance with the written instructions. The Principal shall bear the additional costs and expenses incurred as a result of the interruption or slowdown.

§ 11 Force Majeure

(1) In the event of the occurrence of force majeure, the relevant contractual party shall inform the other party without undue delay (*unverzüglich*) and in writing of such event as soon as such event becomes known to it. The relevant contractual party, in doing so, shall describe the occurring event in detail and specify which contractual obligation cannot be fulfilled by it or which it is able to fulfill only with delay as a result thereof. The affected contractual party shall not be responsible for the delay or the inability to perform caused thereby.

(2) All unforeseeable events or events which are beyond the sphere of influence of the contractual parties and the effects of which on the performance of the contract cannot be avoided by reasonable efforts of the contractual parties shall be considered a case of force majeure. This shall include, inter alia, the following events: war (declared or not), warlike state, acts of terrorism, riot, revolution, rebellion, military or civil coup, revolt, tumult, excesses, blockade, embargo, command of the government, obstruction, strikes, go-slow strikes, lock-out, epidemics, fire, flooding, storm surge, typhoon, hurricane or other storms having the magnitude of a catastrophe, earth quake, land slides, lightning, general lack of material, massive accidents of transportation and remanufacture of system parts for reasons which Multiline has no influence on if this leads to an extension of the time schedule.

§ 12 Legal Consequences of Interferences for which Multiline is not Responsible

(1) If Multiline is hindered in the performance of its contractual obligations as a result of an incident set out in the above article 11 or if its performance is interrupted as a result thereof and Multiline informs the Principal without undue delay (*unverzüglich*) after receiving knowledge thereof, Multiline shall be granted a reasonable time extension, the length of which shall be agreed between the parties.

(2) Para. (1) above shall be applicable also in the case of a disturbance of the working process for which Multiline is not responsible, in particular, in case of

- a) a request by the Principal for additional work;
- b) a change of regulations and laws which come into effect after conclusion of the contract, have relevance for the performance of the contract and which lead to a delay of due dates, provided that Multiline is not responsible for such delay;
- c) the commencement of the work is delayed due to official orders or directives.

(3) In the case of para. (1) and (2) above, Multiline shall be entitled to claim further payments from the Principal after such occurrences for additional services or costs.

(4) In case of an interruption pursuant to para. (1) and (2) above, Multiline shall be entitled at its request to invoice and demand payment for services performed until such date, including unfinished work, on the basis of a price specification.

§ 13 Liability

(1) The liability of Multiline for damages, irrespective of their legal basis, and, in particular, as a result of impossibility (*Unmöglichkeit*), default (*Verzug*), breach of contract (*Vertragsverletzung*), breach of pre-contractual duties (*Verletzung von Pflichten bei Vertragsverhandlungen*) and tort (*unerlaubter Handlung*), shall be limited by this article 13 if and to the extent the liability in each case depends on fault (*Verschulden*).

(2) In general, Multiline shall be liable only for intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*). Multiline shall be liable (i) for simple negligence (*einfache Fahrlässigkeit*) of its governing bodies, legal representatives, employees and other vicarious agents (*Erfüllungsgehilfen* and (ii) for simple and gross negligence (*einfache und grobe Fahrlässigkeit*) of non-executive employees and other vicarious agents, only in case of a breach of material contractual obligations (*Verletzung von vertragswesentlichen Pflichten*).

(3) If Multiline is responsible pursuant to article 13 para. 2 above, the liability of Multiline shall be limited to damages which Multiline has foreseen as a possible consequence of a breach of its contractual duty at time of conclusion of the contract, or, which Multiline should have foreseen acting with the normal duty of care (*verkehrsübliche Sorgfalt*) under consideration of the circumstances that Multiline knew or should have known. Multiline shall be liable for indirect and consequential damages which are a result of the defective contractual performance by it only if and to the extent such damages typically can be expected as a result of the use of the subject matter of the contract for its contractual purpose (*bestimmungsgemäße Verwendung des Vertragsgegenstandes*).

(4) Under no circumstances shall Multiline be responsible for damages or defective services which are a result of geological or technical conditions of the contractual site or which are connected with the underground and aboveground risks for the performance, materials or equipment emanating from the conditions in or at the borehole. This shall include all damages resulting from a borehole which is not flawless in a technical or geological manner, in particular, blowouts, eruptions, pressure vessels not functioning flawlessly, piping, safety tanks, pipe fractures and the like.

(5) Multiline shall perform interpretations and evaluations of measurements carried out by it with the required care and duty (*erforderliche Sorgfalt*) and without assuming any guarantee for their accurateness and correctness. Multiline shall not be liable for losses, costs and damages which depend on interpretations or evaluations of measurements provided such interpretations and evaluations have been performed with the required care and duty (*erforderliche Sorgfalt*).

(6) The preceding exclusions or limitations of liability shall apply in the same manner to Multiline's governing bodies, legal representatives, employees and other vicarious agents.

(7) The limitations of this article 13 shall not apply for the liability of Multiline for intentional actions (*vorsätzliches Handeln*), for granted guarantees (*übernommene Garantien*), for loss of life, bodily damages or injuries to the health or pursuant to the German Products Liability Act (*Produkthaftungsgesetz*).

§14 Confidentiality

(1) The contractual parties shall be obligated to keep the contract, its appendices and any documents created or being created in connection with the implementation of the contract confidential and they shall ensure the confidential treatment by their employees. They will not pass on any technical and commercial information obtained from each other in conjunction with the contract.

(2) This duty of non-disclosure shall not apply to documents and information which demonstrably -are or will become generally known without any responsibility of the relevant contractual party, -already is known by the relevant party before it has been made available to it by the other contractual party.

(3) The foregoing obligations shall continue to apply for a period of 5 years following the termination of the contract.

(4) Multiline reserves its proprietary rights or its copyright in and to all offers and cost estimates provided by Multiline as well as to drawings, images, calculations, brochures, catalogues, models, tools and other documents and appliances provided to the Principal. At the request of Multiline, the Principal shall return such objects completely and shall destroy any produced copies if no longer needed in the ordinary course of business or if negotiations do not lead to a conclusion of a contract with Multiline.

§ 15 Place of Jurisdiction and Applicable Law

The laws of the Federal Republic of Germany (excluding the United Nations Convention on Contracts for the International Sale of Goods) shall apply to these general terms and conditions and all legal relations between the Principal and Multiline. The exclusive place of jurisdiction for all disputes with merchants and juristic persons of public law, including bills of exchange and cheque proceedings, arising under this contract shall be Diepholz, Germany. However, Multiline reserves the right to assert claims against the Principal at the place of its registered office.

§ 16 Severability

If and to the extent any of the provisions of these general terms and conditions is or becomes invalid or void, the validity of the remainder of these general terms and conditions shall remain unaffected. The provision which is partly or completely invalid shall be replaced by a valid provision which comes as close as possible to the original economical intent of the parties.

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