

General terms and conditions of Delft Inversion version May, 2018

Considerance

Delft Inversion, is a high-tech service company with global reach, offering leading edge seismic inversion technologies to subsurface exploration and exploitation industries. Delft Inversion's mission and ambition is to introduce a new way of thinking in the field of seismic subsurface characterisation. Delft Inversion's proprietary technology (WEB-AVO) can retrieve very accurately and quantitatively the elastic properties of the subsurface on a few-meters scale, by accounting for complex seismic wave propagation phenomena such as multiple scattering and mode conversions.

These general terms and conditions have been drawn up in order to clarify the rights and obligations of the parties with respect to the activities to be performed and carried ensuing from the agreement relating to Delft Inversion Services and/or associated legal entities, hereinafter referred to as Delft Inversion.

Definitions

In these general terms and conditions, the following definitions apply:

Documents: All goods and materials made available by the Client to Delft Inversion, including documents or data carriers, as well as all goods produced by Delft Inversion within the framework of the execution of the assignment, including documents or data carriers.

Know-how: Confidential knowledge of various company data in the broadest sense and including, but not limited to, drawings, designs, sketches, models, procedures, guidelines, methodologies, algorithms and software in which this knowledge is or will be embodied.

Background

Intellectual Property: Any Intellectual Property, other than Intellectual Property which already is owned by one of the parties, arising in respect of the Technology, which is used by Delft Inversion in performing any Project / work in broadest sense of the word.

Intellectual Property: Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Client: The natural or legal person who has entered into an agreement with Delft Inversion, or who intends to do so. The Client can also be the trustee. Where reference is made in these conditions to the Client, this also means any trustee.

Party: Both Delft Inversion and Client

Personal data: All data that is traceable to natural persons within the meaning of the Personal Data Protection Act or the General Regulation on Data Protection.

Delft Inversion : is DiReC B.V. and/or associated legal entities, also operating under de name Delft Inversion, is the Limited Liability company established in Delft the Netherlands, at Paardenmarkt 1 (2611 PA), and registered at the Chamber of Commerce under the number: 5520699.

Work activities: All activities that have been commissioned, or which are carried out by Delft Inversion on a different basis, all this in the broadest sense.

'His' and 'he' applies, Mutatis Mutandis, to both the male as well as the female person who is in any way involved in the agreement.

1. Applicability

- a. These general terms and conditions apply to all offers made by Delft Inversion, to agreements concluded and to all actual and legal acts performed by Delft Inversion in the implementation thereof. A copy of these conditions can be downloaded free of charge from the website www.delft-inversion.net/conditions and will also be sent free of charge on first request. The applicability of any other condition is hereby explicitly rejected.
- b. These general terms and conditions consist of a general section and a special section. The general part consists of articles 1 to 16 of these conditions. If the offers or the agreements concluded also or only include 'operational tasks on site', then in addition to the general part, the provisions of the special section I 'Operational tasks on site', as referred to in Articles 17 through 20, apply;
- c. In case of contradiction between the special part and the general part – and as far as these cannot complete each other – the provisions of the applicable special part prevail. In the event of a conflict between the conditions as stipulated in the agreement and the general terms and conditions, the conditions as stipulated in the agreement shall prevail.
- d. If one or more stipulations in these general terms and conditions are at any time wholly or partially void or are nullified, then the other provisions mentioned in these general conditions remain in full force. In such a case, the parties will consult with each other to agree on new provisions to replace the null and void or nullified provisions, with the aim and purport of the original provisions being sought as much as possible.
- e. All provisions in these general terms and conditions also apply to activities of the directors and employees of Delft Inversion and/or to any third parties or auxiliary persons engaged by Delft Inversion.
- f. When Delft Inversion hires third parties for the execution of the work, then the provisions of these general terms and conditions have also been stipulated for the benefit of this third party, in so far as this third party wishes to invoke them.

2. Offer and acceptance

- a. An agreement is concluded at the time that the offer signed by the Client is received back by Delft Inversion, or when the execution of the work has started, or another statement showing that the agreement has been concluded.
- b. The prices stated in an offer are exclusive of VAT and other government levies, duties, (withholding) taxes, as well as any costs to be incurred in the context of the agreement, including travel and accommodation costs, unless stated otherwise.
- c. An offer sent by Delft Inversion is valid until 30 days after the date of that offer.
- d. Obvious typos, errors and mistakes in offers do not bind Delft Inversion.

3. Client data

- a. The Client is obliged to provide all information, not limited to information, knowledge and changes that Delft Inversion indicates are necessary, or that the Client should reasonably understand are necessary for the correct execution of the agreement, completely, on first request, at least in time and in the desired form and in the desired manner, to Delft Inversion. The above also applies if the data originates from third parties.
- b. Delft Inversion has the right to suspend the execution of the assignment until the moment that the Client has fulfilled the obligations referred to in the previous paragraph.
- c. If and insofar as requested by the Client, the documents made available will be returned, subject to the provisions under article 11.
- d. The Client guarantees that all information supplied by him is free of copyright or other rights. Delft Inversion has no obligation to investigate this, the full responsibility in this respect lies entirely with the Client. The client fully indemnifies Delft Inversion for claims from third parties in this respect.
- e. The Client guarantees the correctness of the data and documents provided by him and indemnifies Delft Inversion for damage resulting from incorrect or incomplete information.

4. Execution of the agreement

- a. Delft Inversion has the right to have certain work carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby expressly excluded.
- b. Delft Inversion is entitled to execute the agreement in various phases and issue invoices for those parts that have been carried out separately.
- c. If during the assignment work has been carried out for the benefit of the Client, which is not covered by the work as agreed in the order confirmation, the relevant note in the administration of Delft Inversion and/or its affiliated (legal) persons is derived from the assumption that this work was carried out on an incidental assignment, without prejudice to the right of Delft Inversion to provide proof of this by other means.

5. Confidentiality and Intellectual Property

- a. Both the Client and Delft Inversion guarantee that all information, not limited to data and know-how, received from the other party, will be treated confidentially and will remain secret. This is subject to the legal obligation to disclose certain data.
- b. The Client is explicitly prohibited from reproducing, disclosing or exploiting the information referred to in the previous paragraph, with or without the involvement of third parties, without prior written permission from Delft Inversion.
- c. Delft Inversion is entitled to store, use and process the texts, drawings, designs, images, recordings and other products and materials it has drawn up on an external disk. Delft Inversion ensures in that case that no direct or indirect information about the natural or legal person is released.
- d. The data and technical details provided by Delft Inversion – all in the broadest sense of the word – are only intended for the Client and for the (technical) objectives of the Client itself. None of the products, materials and services produced by Delft Inversion may be made public or used for anything other than it was intended without the prior written permission of Delft Inversion. Nor may any of the products, materials and services made by Delft Inversion be modified or multiplied, including reproduction by means of print, offset, photocopy or microfilm or in any digital, electronic, optical or other form. The products, materials and services supplied by Delft Inversion may not be resold to third parties. All this unless expressly agreed otherwise in writing and insofar as the purpose and purport of the assignment is not surpassed.
- e. Each Party would retain ownership of their Background intellectual property rights existing as of the Effective Date, or developed or acquired independently of the assignment, and nothing in the agreement shall assign any ownership to the other Party with respect to such Background intellectual property rights, unless otherwise agreed in written.
- f. All products, materials and services such as, but not limited to patentable and unpatentable inventions, discoveries, ideas, source code, and all other intellectual property which are developed by Delft Inversion for Client under the terms of the agreement shall belong exclusively to Delft Inversion, and Delft Inversion shall be the sole owner of all copyrights, patents, inventions, discoveries and trade secrets in the same, including the right to change, edit, and distribute same throughout the world. As far as necessary, Client hereby irrevocably assigns to Delft Inversion all its right, title, and interest therein. All this unless otherwise agreed in written.

6. Force majeure

- a. Force majeure means circumstances, conditions and/or events, which cannot be influenced by any Party, which take place beyond the fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, which are temporarily or permanently prevent the execution of any obligation (other than payment obligations) under the Agreement, such as trade union strikes, epidemics, computer virus, program crash, war (declared or not declared), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other act of nature, provided that no cause or contribution to those events is given.
- b. In the event that the execution of obligations under the Agreement is temporarily prevented as a result of a force majeure, the force majeure will only have the effect of postponing the execution of those obligations (with the exception of payment obligations), and this fact shall not apply as a reason not to comply with the Agreement.
- c. If Delft Inversion cannot, not timely or not adequately fulfill its obligations under the agreement as a result of force majeure, such as but not limited to stagnation in the normal course of business within its undertaking, these obligations will be suspended until the moment that Delft Inversion is again able to meet these in the agreed manner without Delft Inversion being in default and without being obliged to pay any compensation.

- d. In the event that the execution of obligations under the Agreement is permanently prevented by a force majeure, or is temporarily prevented by a force majeure for a period that is expected to last at least 30 (thirty) days, then each Party is entitled to terminate the Agreement.

7. Payment

- a. Unless otherwise agreed in writing, the Client is obliged to pay the amount owed by him within 14 days of the invoice date.
- b. Payment is made via bank transfer.
- c. In the absence of payment within the period referred to in article 7 paragraph a, the Client is legally in default and Delft Inversion is entitled to all rights and actions arising from this. In that case, the Client will also owe statutory interest as referred to in art. 6:119 and 6:119a of the Dutch Civil Code. The Client is not entitled to settle amounts, except with permission from Delft Inversion.
- d. Costs as a result of judicial or extrajudicial collection of the claim are at the expense of the Client. The extrajudicial costs are fixed at at least 15% of the amount to be claimed with a minimum of €500 (in words: Five hundred euros)
- e. In the event that Delft Inversion has instituted its claim in legal proceedings, the Client is obliged to fully reimburse the actual costs involved in this procedure, without prejudice to the claims of Delft Inversion in respect of extrajudicial costs. This includes all costs insofar as they exceed a possible cost order of the Client on the basis of article 237 of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).
- f. Payments made by the Client always first serve to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- g. Delft Inversion is entitled to send partial invoices.
- h. Upon termination of the agreement, Delft Inversion will prepare its final statement of the work already carried out by it. The provisions mentioned in this article are fully applicable.
- i. When more Clients are involved in the agreement, they are all jointly and severally liable for the payment of the invoices and all other obligations arising from the agreement.
- j. If the costs incurred or investments have not led to the desired result, this will not lead to crediting, or at least, this does not release the Client from his payment obligation towards Delft Inversion.

8. Complaints, claims

- a. A claim or complaint relating to the work performed and/or the invoice amount must be submitted in writing within fourteen days after the date of dispatch of the invoice, the documents or information about which the Client has a complaint, or within fourteen days after the discovery of the defect, provided the Client demonstrates to Delft Inversion that he could not reasonably have discovered the defect earlier. If such a complaint is not made, the work performed and/or the final bill is accepted without protest.
- b. A claim or complaint as referred to in Article 8, paragraph a, does not suspend the payment obligation of the Client.

9. Liability

- a. If Delft Inversion is liable, then this liability is limited to what is stipulated in this provision.
- b. In all cases, Delft Inversion's obligations can be qualified as best efforts. Delft Inversion will act to the best of its knowledge and ability. A commitment will only apply as a result obligation if this has been agreed in writing. All actions and activities including the provision of advice are at the expense and risk of the Client, unless otherwise specified.
- c. Delft Inversion is not liable for damage, of whatever nature, caused by Delft Inversion assuming incorrect and/or incomplete information provided by or on behalf of the Client.
- d. If Delft Inversion is liable for any damage, Delft Inversion's liability is limited to a maximum of 3 times the invoice value of the order, or to that part of the order to which the liability relates, with a maximum of € 1.000.000,- If the assignment continues for more than six months, the aforementioned liability is limited to an amount equal to the total amount that Delft inversion has received from Client in the last 3 months before the damage occurred.
- e. Notwithstanding sub d of this article, Delft Inversions liability for loss or damage of documents is limited to € 250.000,- any one accident or occurrence and each year. Documents means: contracts, manuals, data, books, statistics, forms and files.
- f. Delft Inversion is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the

determination relates to damage in the sense of these conditions, any reasonable costs incurred to have Delft Inversion's defective performance conform to the agreement, to the extent that these can be attributed to Delft Inversion, and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.

- g. Delft Inversion is never liable for indirect damage, including consequential damage, lost of profit, missed savings and damage due to business stagnation.
- h. Client holds harmless Delft Inversion against all third-party claims, and will compensate Delft Inversion for the costs it incurs or will incur in connection with the defense against such third-party claims, which are related to or result from activities performed by Delft Inversion under the terms of the agreement(s) with Client.
- i. Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against Delft Inversion and all persons used by Delft Inversion for the performance of the agreement is 2 years.
- j. The limitations of the liability in this article do not apply if the damage is due to the intent or gross negligence of Delft Inversion or his managerial subordinates.

10. **Duration and termination**

- a. The agreement is entered into for an indefinite period of time, unless it follows from the nature or scope of the assignment that it has been entered into for a definite period of time.
- b. The parties have the right to terminate the agreement with due observance of the provisions included in this article, with cancellation always taking place towards the end of the month.
- c. For agreements with an unlimited term, a notice period of three months applies.
- d. For agreements with a limited deadline in principle, but which are tacitly extended, a notice period of three months before the end of the extended period.
- e. Agreements with a limited term, such as a full project agreement, cannot be terminated prematurely.
- f. The parties have the right to terminate this agreement immediately and without having to give notice to the other party in case:
 - i. The other party has applied for a suspension of payments or is declared bankrupt;
 - ii. The other party sells or transfers its business to a third party and/or loses direct control over its business.
- g. Each of the parties has the right to terminate this agreement in the event that it is proven that:
 - i. a material breach of trust has arisen;
 - ii. continuation of the agreement according to standards of reasonableness and fairness is unacceptable.
- h. Parties always have the opportunity to mutually agree to another notice period if the circumstances of the case justify this.

11. **Suspension / retention**

- a. Delft Inversion is entitled to suspend the fulfillment of all its obligations, including the issuance of documents or other items – including, but not limited to, digital files – to the Client or third parties, up to the moment that all due and payable receivables, including advance payments, are fully paid by the Client.
- b. Delft Inversion is not liable for damage caused by the delayed handling of work caused by the suspension, even if it appears that the suspension was based on an incorrect legal basis.

12. **Personal data**

- a. Delft Inversion will perform all efforts that can reasonably be expected of it to keep personal data confidential.
- b. Insofar as necessary, personal data -with the intention what it is used for- are registered by Delft Inversion with the Data Protection Authority (*College Bescherming Persoonsgegevens*).
- c. Client gives Delft Inversion permission, for the proper execution of the assignment and/or to the extent necessary, to use or process his/her personal data.
- d. Unless Delft Inversion is required by law, no personal data will be provided to third parties without the explicit permission of the data subject.
- e. For questions about, among other things, (the purpose of) the registration, the use of the personal data and/or for the transfer of changes or for objection to (further) use or registration of his/her personal data, the Client or the data subject must submit these in writing to the Delft Inversion office in Delft.

13. Change clause

- a. Delft Inversion has the right to change these conditions. Delft Inversion will inform the Client of this in writing. Client then has the right to terminate the agreement within two months after this notification. If no response is received within two months, the change will be considered to be accepted and therefore irrevocable.

14. Penalty clause

- a. If the Client acts contrary to the provisions of article 5 of these general terms and conditions, the Client will forfeit a fine of €1,000.00 (in words: one thousand euros) to Delft Inversion for each violation, plus an amount of €1.000 (in words: one thousand euros) for each day that the violation continues. The fine is capped at €100,000 (in words: one-hundred thousand euros). The fine is immediately due and payable, without any notice of default or other prior declaration in the sense of art. 6:80 of the Dutch Civil Code being necessary. This penalty is due both for an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of Delft Inversion, including in any case the right of Delft Inversion to claim full compensation.

15. Evergreen clause

- a. In order to ensure that even after the end of the agreement some provisions remain valid, an evergreen clause has been included here. The provisions of Articles 5, 14 and 15 shall also remain in force after termination of this agreement.

16. Applicable law and competent court

- a. Only Dutch law applies to all legal relationships between the Client and Delft Inversion, to which these general terms and conditions apply.
- b. All disputes between the Client and Delft Inversion are exclusively settled by the competent court in the district where Delft Inversion is located.

Special conditions I. Operational tasks on location

17. Provisions concerning the location where the work is carried out

- a. Unless explicitly agreed otherwise, the Client is responsible for and will ensure that all permits, licenses, road closures and other approvals necessary for the project, the work and the location are obtained. This unless otherwise agreed in writing.
- b. The Client will ensure that the location is easily accessible, that the equipment and materials can be mobilized properly and safely and that the project and/or the services can start on the agreed date and can be executed without interruption or hindrance.
- c. The Client shall ensure that the working conditions at the site (in particular with regard to safety and health) are fully and properly compliant with the required standards and are fully compliant with the local regulations and requirements.
- d. The parties will act in accordance with all laws, regulations, decisions and/or other requirements and instructions from governments and/or other authorities.

18. Liability and insurance

- a. Delft Inversion is not liable for damage in connection with environmental damage.
- b. In the cases in which Delft Inversion makes use of the goods made available by the Client, such as, but not limited to: equipment, vehicles, and materials, Delft Inversion is in no way liable for any damage to these goods. The client indemnifies Delft Inversion accordingly.
- c. The Client guarantees that it has fully WA(M) and Casco insured the goods entrusted to Delft Inversion, with a maximum deductible of €2,500 (in words: twenty-five hundred euros). Delft Inversion will be indicated as co-insured on this insurance. The Client will indemnify Delft Inversion against claims from third parties and both the Client and its insurer will refrain from any recourse against Delft Inversion and/or third parties hired by Delft Inversion.
- d. The Client guarantees that the Client will take out and hold a full project-, CAR- (Construction All Risks), EAR (Erection All Risk)- or comparable insurance during the term of the agreement that provides at least adequate coverage with respect to material loss and/or property damage and/or injury caused during the execution of the Work. The insurance must provide coverage – also on behalf of Delft Inversion – at the location as well as during transport and other manipulations with a maximum deductible of €2,500 (in words: twenty-five hundred euros).
- e. The insurances referred to in Article 18 (c) and (d) will in all cases be primary to the insurance policies of Delft Inversion. The insurance as mentioned in Article 18 (c) and (d) will stipulate that the insurers will waive any right of subrogation towards Delft Inversion. Delft Inversion will be mentioned as a co-insured in the policy.
- f. In the absence of an insurance policy under Article 18 (c) and (d), any damage must be settled as if this insurance had existed. In that case, Delft Inversion must be fully safeguarded, with the exception of the deductible amount referred to in Article 18 (c) and (d).
- g. The parties will furthermore take out all mandatory statutory insurance that is prescribed by the applicable legislation.

19. Permits and other official costs to be incurred

- a. All costs incurred by Delft Inversion, which are incurred in connection with the execution of the work, are fully at the expense of the Client. Unless otherwise agreed in writing, this shall in any event be understood to mean:
 - a. permits
 - b. exemptions
 - c. fines and penalty payments
 - d. guarantees
 - e. and (other) costs charged by the government
- b. The timely, complete and correct arranging and realization of necessary permits and other official documents is entirely at the expense and risk of the Client. Delft Inversion gives no guarantee in this respect.
- c. Delft Inversion is not liable for the consequences of the lack of a valid (transport) permit or exemption, and/or delays and suspensions that arise from this.

- d. If during the execution of the work it is necessary that obstacles are removed in whole or in part, these obstacles are only removed and/or replaced at the expense and risk of the Client. The pruning of trees, shrubs and other flora is also at the expense and risk of the Client.

20. Purchase of goods

- a. In case of purchase of goods by Delft Inversion for the execution of the work, the relevant purchase will be made entirely at the expense and risk of the Client. The (purchase / sale) conditions of the original seller or supplier are applicable back to back to the agreement between Delft Inversion and its Client.