



USER AGREEMENT

MARINE ASSURANCE

1. Introduction

1.1 Contract

When you use this Marine Assurance Platform (the "Platform") you agree to all of these terms. You agree that by registering, accessing or using the Platform and any of the services provided on such Platform, you are agreeing to enter into a legally binding contract with Harbour Energy (even if you are using the Platform on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not register and do not access or otherwise use any of our Platform. If you wish to terminate this Contract, at any time you can do so by closing your Platform account and no longer accessing or using our services.

Platform

This Contract applies to the Marine Assurance Platform (www.marineassurancehub.com) and any services provided through or on such Platform.

You are entering into this Contract with Harbour Energy Norge AS (being the "Owner" of the Platform) and/or the relevant industry partner participating in the Platform (the "Participant"), also referred to as "we" and "us", in terms of which your personal data provided to register as a User in connection with the Platform will be controlled by Owner or the relevant industry partner participating in the Platform ("Participant"). In the case of you registering as a User on behalf of a particular Participant, your personal data shall be controlled by that particular Participant.

Affiliates

Where reference is made to an Affiliate, that means any entity that directly or indirectly controls, is controlled by, or is under common control with either Owner or Participant, as the context may dictate. An entity shall be deemed to control any other entity in which it owns or controls, directly or indirectly, 50% of the voting stock or interest.

1.2 Users

When you register and join the Platform, you become a User, based on one of the three possible types of Users as set out below, which will depend on the function to be performed.

- (a) **Requestor:** Any employee of Owner or Participant may register as a Requestor. The Requester is the User who requests a Marine Asset to go through the Marine



Assurance Process (i.e. vetting of the asset). A Requestor shall ensure that the information provided in respect of the applicable Marine Asset, the relevant timing and plans, are correct. If any changes occur or new information becomes available, the Requestor shall promptly inform the Marine Authority thereof and update the information on the Platform.

- (b) **DOC Holder:** This User is an employee of the DOC Holder for the Marine Asset to be vetted. The DOC Holder will fill out, answer and provide all requested and relevant documentation needed to perform the Marine Assurance Process.
- (c) **Marine Authority delegatee (delegated authority):** The Marine Authority delegatee shall be responsible for performing the vetting and thus processing the Marine Asset through the Platform. To register as a Marine Authority delegatee, a User must be authorised by the Marine Authority (TA or similar within the individual Participant company). When processing Marine Assets and any doubts about the process or the asset in question arises, the Marine Authority delegatee shall liaise with the Marine Authority (TA) before concluding the process.

1.3 Changes to Contract

Changes to the Contract may be made from time to time. If such changes are material, we will provide you notice through the Platform or via your registered e-mail address, to provide you the opportunity to review the changes before they become effective. Changes cannot be retroactive. If you object to any changes, you may deregister your User account. Your continued use of the Platform after we publish or send a notice about changes to this Contract means that you are agreeing to the updated terms as of their effective date.

2. Obligations

2.1 Your Use of the Platform

For registration purposes, you agree and consent that certain personal information will be shared with the Platform. Such information will be limited to the following:

- (a) Your name;
- (b) Your e-mail address;
- (c) Your position;
- (d) Your phone number.

Such information will be used only to identify the User in question and the Marine Assets/Marine Assurance Process for which such User is responsible or is providing information for. You may revoke your consent to the sharing of such personal information at any time by deregistering your User account, which will result in such personal information being deleted from the Platform.



By using the Platform, you agree to the following

- (a) You will keep your password and login information secret.
- (b) You will not share a User account with any other person for any reason whatsoever.
- (c) You will follow all rules and guides relevant to or issued in relation to the Platform and the Marine Assurance Process.
- (d) You will ensure that any information submitted or questions answered on the Platform or in relation to the Marine Assurance Process will be answered promptly, truthfully and as completely as possible.
- (e) If relevant information or events occur which relate to the Marine Assurance Process or the Marine Asset, you will share such information either through the Platform (by updating the information contained on the Platform) or by communicating with the relevant Marine Authority.
- (f) You are responsible for anything that happens through your User account unless you deregister it or report a problem, error or issue.

2.4 Notices and Messages

- (a) You agree with us providing notices and messages to you through the Platform or through your provided contact information.

3. Rights and Limits

3.1 No Warranty

Owner, Participant and their Affiliates make no representation or warranty about the Platform or any of the services provided through it, including any representation that the services will be uninterrupted or error-free, and provide the services (including content and information) on an "as is" and "as available" basis. To the fullest extent permitted under applicable law, Owner, Participant and their Affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

3.2 Exclusion of Liability

To the fullest extent permitted by law (and unless Owner and Participant has entered into a separate written agreement that overrides this Contract), neither Owner nor Participant nor any of their Affiliates will be liable in connection with this Contract for lost profits or lost business opportunities, reputation (e.g., offensive or defamatory statements), loss of data (e.g., down time or loss, use of, or changes to information or content) or any indirect, incidental, consequential, special or punitive damages.

These limitations of liability are part of the basis of the bargain agreed to by you and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if Owner or Participant or their Affiliates have been told of the possibility of any such damage, and even if these remedies fail their essential purpose.



These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

4. Termination

Either a User or Owner/Participant (as the relevant case may be) may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Platform. Sections 3, 5, 6, and 7.2 of this Contract shall survive termination.

5. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, you agree with Owner/Participant to resolve it through Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, without recourse to the ordinary courts of law. The Emergency Arbitrator Provisions of the ICC shall not apply. The Expedited Procedure Provisions of the ICC shall apply.

The country and place of arbitration shall be Stavanger, Norway and the language of the proceedings shall be English.

The governing law of the Contract shall be the law of Norway, excluding any conflict of laws rules.

6. General Terms

If any part of this Contract is found to be unenforceable, it is agreed that the terms will be modified to make that part enforceable while still achieving its intent. If that is not possible, it is agreed that such unenforceable part will be ignored and/or removed whilst the rest of the Contract will remain fully enforceable.

This Contract is the only agreement between the User and Owner/Participant regarding the Platform and supersedes all prior agreements relating to the Platform.

If we don't act to enforce a breach of this Contract, that does not mean that we have waived our rights to enforce this Contract. You may not assign or transfer this Contract (or your User registration) to anyone else. However, you agree that we may assign this Contract to our Affiliates or any other party without your consent.



8. Platform "Dos and Don'ts"

This list of "Dos and Don'ts" limit what you can and cannot do on our Platform.

8.1. Dos

You agree that you will:

- (a) Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- (b) Provide accurate information keep it updated;
- (c) Use the Platform in a professional manner.

8.2. Don'ts

You agree that you will *not*:

- (a) Create a false User account on the Platform, misrepresent your identity, create a User profile for anyone other than yourself, or use or attempt to use another's account;
- (b) Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Platform or otherwise copy profiles and other data from the Platform;
- (c) Override any security feature or bypass or circumvent any access controls or use limits of the Platform;
- (d) Copy, use, disclose or distribute any information obtained from the Platform, whether directly or through third parties (such as search engines), without the consent of Owner/Participant;
- (e) Disclose information that you do not have the consent to disclose (such as confidential information of others, including your employer);
- (f) Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights.
- (g) Violate the intellectual property or other rights of Owner, Participant, their Affiliates or any third parties involved with the Platform, including, without limitation:
 - i. Copying or distributing information and materials without the appropriate permission;
 - ii. Copying or distributing technology without the appropriate permissions;
 - iii. Submit anything to the Platform that contains software viruses, worms, or any other harmful code;
 - iv. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology that is not open source;



- v. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Platform or related data or access to the same, without Owner's consent;
- vi. Use bots or other automated methods to access the Platform, add or download contacts, send or redirect messages;
- vii. Monitor the Platform's availability, performance or functionality for any competitive purpose;
- viii. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Platform;
- ix. Overlay or otherwise modify the Platform or their appearance (such as by inserting elements into the Platform or removing, covering, or obscuring any part of the Platform);
- x. Interfere with the operation of, or place an unreasonable load on, the Platform (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- xi. Where applicable, violate any terms of your contract of employment as an employee of Owner, Participant or any of their Affiliates.