

## 1. Definitions

**"Affiliate"** means any legal entity which controls, is controlled by, or is under common control with, another legal entity. "Control" and "controlled" means:

- (i) holding beneficially at least fifty per cent (50%) of the issued share capital of such other entity; or
- (ii) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
  - (a) cast, or control the casting of, at least fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting of such other entity; or
  - (b) appoint or remove all, or the majority, of the directors or other equivalent officers of such other entity; or
  - (c) give directions with respect to the operating and financial policies of such other entity with which the directors or other equivalent officers of such entity are obliged to comply.

**"Anticipated Value"** means the indicative anticipated value of the Contract as further indicated in the proposal provided by Contractor, failing which, such overall value that Contractor would have been entitled to **charge** the Company had the Training been completed.

**"Cancellation Charge"** means the charge or charges to be paid as further defined and determined in accordance with Clause 5 below.

**"Client"** means any third party with whom the Company has a contractual obligation to provide goods or services in connection with the Training.

**"Company"** means the person, firm or company requesting Training from Contractor and shall include their successors in title and permitted assigns.

**"Company Group"** means the Company and its Client and its and their respective co-venturers, Company's contractors and subcontractors (of any tier), Affiliates, directors, officers and employees (including agency personnel), but shall not include any member of Contractor Group.

**"Consequential Loss"** means (i) any and all special, indirect, incidental or consequential losses and damages; and (ii) any and all loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontractors of every tier or by third parties); loss of revenue, loss of production or product, loss of profits, loss of or interruption to business, facilities downtime; wasted overheads, in each case whether direct or indirect to the extent not included in (i), sustained by the indemnifying party in connection with or arising out of the Contract, and howsoever the same may arise, whether under contract, tort (including negligence of any form such as sole, concurrent, joint, sole, active passive) gross negligence, wilful misconduct, strict liability or otherwise.

**"Contract"** means the contract entered into between Company and Contractor formed in accordance with Clause 3 below (as may be amended or updated from time to time by way of Variation).

**"Contractor"** means the Sparrows entity named in the Purchase Order as performing the Training and shall include their successors in title and permitted assigns.

**"Contractor Group"** means the Contractor, its sub-contractors (of any tier), its and their Affiliates, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of Company Group.

**"Contractor's Training Site"** means Contractor's Training Center based in Houma, Louisiana.

**"Delivery Date"** means the date for delivery of the Training as further described and determined in accordance with Clauses 4.1 and 5.4 below.

**"General Terms and Conditions"** means these General Terms and Conditions for Training (USA).

**"Intellectual Property"** means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, design drawing and other technical information (including software), trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method.

**"Participant"** means any and all persons (whether employees, agents, consultants or subcontractors) attending Training booked by Company or the Company itself in the case of a self-sponsored Company.

**"Party"** means each of the Company and the Contractor as appropriate, and **"Parties"** means both the Company and the Contractor.

**"Price"** means such amount or amounts described and determined in accordance with Clause 6 below.

**"Purchase Order"** means the body of any purchase order, service order, contract note, form of agreement, letter, work release or other similar document instructing or outlining the Training which incorporate these General Terms and Conditions by reference thereto.

**"Sales Tax"** means any transfer tax, gross receipts tax, compensating use tax, use taxes, sales tax, value added tax, goods and services taxes, business tax, consumption tax or other similar transactional taxes arising or payable as a result of the performance of the Work.

**"Sales Tax Invoice"** means an invoice meeting the applicable legal requirements.

**"Special Condition"** means any agreed amendment(s) to these General Terms and Conditions as set out in a Purchase Order or subsequent Variation.

**"Training"** means the delivery of training courses and/or the provision of assessment services by Contractor to Company in accordance with the Contract.

**"Training Material"** means any and all material and documentation (including presentations and/or software) issued by Contractor to Company and/or Participant as part of the Training.

**"Training on Location"** means any place other than the Contractor's Training Site where Training is to be performed including any onshore and/or offshore premises, offshore installations, floating construction equipment or vessels (including the area covered by approved anchor patterns).

**"Transfer Fee"** means the fees for transferring the Training as further described, determined and calculated in accordance with Clause 5.4 below.

**"Variation"** means an instruction or direction from Company or any other circumstance or event which results in an increase, decrease or change to the scope, schedule, specification, design, nature, extent, delivery, quantities or quality of the Training or any change in law, rule or regulation and/or safety requirements which have a direct impact on the Training.

## 2. General

- 2.1 All documentation relating to the Contract shall be in the English language.
- 2.2 All instructions, notices, agreements, authorisations, approvals and acknowledgements relating to the Contract shall be in writing. Nevertheless, if for any reason Company requires to give instructions to Contractor verbally in the first instance, Contractor shall comply with such instruction. Any such oral instructions shall be confirmed in writing as soon as possible under the circumstances, provided that, if the Contractor confirms in writing any such oral instruction which is not contradicted in writing by Company without undue delay, it shall be deemed to be an instruction in writing by Company. References to writing include fax, email and similar means of communication.
- 2.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.
- 2.4 Any reference to a statute, statutory instrument or statutory provision shall include any re-enactment or amendment thereof for the time being in force.
- 2.5 The words "include(s)" or "including" are to be construed without limitation.
- 2.6 Any headings used in these General Terms and Conditions are for convenience and shall not be used for the purposes of construction or interpretation.

## 3. Engagement

- 3.1 Subject to Clause 27, Contract will automatically terminate on completion of the Training.
- 3.2 Unless specifically waived, or otherwise agreed in writing between the Parties, these General Terms and Conditions shall apply to any and all



Training being provided by Contractor to Company and any other terms and conditions proposed by Company as governing Training shall be expressly excluded.

- 3.3 A Contract for Training may be created between the Parties by Company:
- (i) Issuing a Purchase Order referencing these General Terms and Conditions to Contractor, which Contractor in turn confirms acceptance of (whether in writing or by commencing the Training); or
  - (ii) Giving Contractor written, emailed or verbal authorisation to commence Training based on these General Terms and Conditions which Contractor in turn confirms acceptance of (whether in writing or by commencing the Training); or
  - (iii) Booking Training based on these General Terms and Conditions through the online electronic booking system on Contractor's website which Contractor in turn confirms acceptance of (whether in writing or by commencing the Training).
- 3.4 Contractor reserves the right, acting at its sole discretion, to refuse to provide Training requested by Company.

**4. Delivery**

- 4.1 Contractor shall deliver the Training to the specified Participants, at such date, place and time as set out in the Contract.
- 4.2 Unless otherwise agreed in writing, Training shall be provided at Contractor's Training Site.
- 4.3 Subject to Clause 5 below, Training is strictly for the Participants named at the time of entering the Contract.
- 4.4 Company shall procure that all Participants shall have a reasonable ability to understand spoken and written English and are aware of and fully comply with these General Terms and Conditions.
- 4.5 Contractor endeavors to cater for all Participants, however should a Participant have any special needs or dietary requirements the Participant or Company should notify Contractor no later than seven (7) days prior to the Delivery Date.
- 4.6 Company shall provide, to the Contractor's reasonable satisfaction, no later than one (1) week prior to the Delivery Date, all information which Contractor reasonably requires and requests including, but not limited to, such information required so as to satisfy Contractor that the Participant has the relevant level of qualifications and experience required to attend Training.

**5. Termination/Substitution Policy**

- 5.1 If for any reason a Participant is unable to attend the Training, Company may, subject to Contractor's prior written consent, nominate a substitute Participant provided that Contractor receives a request in writing more than forty-eight (48) hours before the Delivery Date. The provisions of Clauses 4.6 and 5.2 shall apply to this Clause 5.1 mutatis mutandis.
- 5.2 In the event that all information requested by Contractor is not provided by Company in accordance with Clause 4.6 by one (1) week prior to the Delivery Date, Contractor shall be entitled to (i) refuse to provide the Training; and (ii) charge a Cancellation Charge of 100% of the Anticipated Value of the Contract.
- 5.3 Company may give notice in writing to Contractor that it no longer requires the Training in accordance with the Notice Periods in this Clause 5.3. In the event that Company provides a notice within the Notice Period, Contractor shall be entitled to charge the Cancellation Charge indicated in this Clause 5.3:

Notice Period	Cancellation Charge
Between 8 and 21 days prior to the Delivery Date.	50%
7 days or less prior to the Delivery Date.	100%

- 5.4 Subject to Contractor's prior written consent and payment by Company to Contractor of an additional Transfer Fee of \$50 (fifty dollars) per Participant, Company shall be entitled to transfer the Training to an alternative Delivery Date. Company shall only be entitled to one transfer. Notwithstanding the provisions of Clause 5.3, in the event that Company no longer requires the Training after such transfer, Contractor shall be entitled to charge a Cancellation Charge of 100% of the Anticipated Value of the Contract. Contractor shall be entitled to the Transfer Fee in addition to all Cancellation Charges.
- 5.5 If a Participant fails to attend Training for any reason whatsoever on the Delivery Date without Company having provided a notice or having requested a transfer pursuant to Clauses 5.3 and 5.4 respectively, Contractor shall be entitled to charge a Cancellation Charge of 100% of the Anticipated Value of the Contract.

- 5.6 In addition to the Cancellation Charges payable, Company shall pay to the Contractor any documented, direct and reasonable outlays, costs or expenses incurred by the Contractor in connection with the cancelled or transferred Training including, but not limited to, the cost of flights, accommodation and any materials or equipment procured by the Contractor.
- 5.7 Contractor reserves the right to cancel or postpone Training for any reason whatsoever and in such event, Contractor's liability for such cancellation shall be limited to a full refund of any fees paid in advance of such Training or, where available and acceptable to the Company, the transfer of Training to an alternative date.
- 5.8 Unless indicated otherwise, all Cancellation Charges in this Clause 5 are expressed as a percentage of the Anticipated Value of the Contract.

**6. Price and Payment**

- 6.1 In consideration of the satisfactory performance and completion of the Training, Company shall pay or cause to be paid to Contractor the amounts provided for in the Contract at the times and in the manner specified in the Contract.
- 6.2 All prices quoted are exclusive of Sales Tax and, unless otherwise stated in the Contract, are deemed to be in US Dollars (USD).
- 6.3 Within thirty (30) days after receipt by Company of Contractor's correctly prepared and adequately supported Sales Tax Invoice, Company shall effect payment of the Sales Tax Invoice to a bank account nominated by Contractor. If Company fails to pay any sums due to Contractor when due then, in addition to any other right Contractor may have under contract or at law, Contractor may:
  - (i) Charge interest on overdue sums at a rate of eight percent (8%) per annum above the Wall Street Journal Prime Rate from the due date until payment (calculated annually but accruing on a daily basis); and/or
  - (ii) Delay, suspend on full operational rates or cancel any remaining part of the Contract (or any other contract) with Company in accordance with Clause 5; and/or
  - (iii) Vary or withdraw any discount or credit offered to Company.

**7. Training Material, Certification and Intellectual Property Rights**

- 7.1 All Training and Training Material shall be in the English language.
- 7.2 Participants must complete all aspects of the Training to the standard(s) specified by Contractor in order to receive course certification. If a Participant fails to complete any element of Training, the Participant shall not be entitled to certification.
- 7.3 Assessment judgement reflects performance on the day of observation. Contractor does not warrant the performance of Participant post Training and, notwithstanding any provision to the contrary elsewhere in the Contract, Company shall save, indemnify, defend and hold harmless Contractor from any and all liability arising from damage to property and/or personal injury caused by a Participant during and post Training as set out in Clause 12.2 (iv) below.
- 7.4 As far as is permitted by law, the Contractor expressly disclaims any warranty of fitness for purpose, merchantability, or any other implied warranty for the Training provided.
- 7.5 Requests for duplicate certificates must be made in writing by the Company or Participant stating the relevant Training, date, Participant name and date of birth. A charge of \$20.00 per copy certificate will be charged. This fee must be paid in advance of the duplicate certificate being issued.
- 7.6 Ownership of and all intellectual property rights in Training Material and Contractor's other Intellectual Property shall remain at all times with Contractor.
- 7.7 Subject to the provisions of Clause 7.8 below, Company and Participants shall be entitled to retain copies of Training Material provided.
- 7.8 Company and Participant must not without Contractor's prior written consent:
  - (i) Copy or otherwise reproduce any Training Material; and/or
  - (ii) Use Training Material and/or Contractor's other Intellectual Property for any purpose other than the purpose for which it has been provided; and/or
  - (iii) Modify, adapt, reverse engineer, disassemble or decompile, distribute, lend, resell, transfer, assign, sublicense, create derivative works or allow any other person to use Training Material and/or Contractor's other Intellectual Property; and/or
  - (iv) Remove or attempt to remove any proprietary or copyright notices or any labels identifying Training Material and/or Contractor's other Intellectual Property provided as part of the Training.

**8. Photographs and Electronic Recordings**

- 8.1 Training may be photographed or recorded by Contractor.
- 8.2 Save where prior written consent has been obtained from Contractor, the use of photographic or electronic recording equipment by Company or Participant of Training is not allowed. As a condition of the Training, Company and Participants assign copyright in any photographs or recordings made to Contractor.

**9. Data Protection**

- 9.1 Each Party may in the course of performance of the Contract provide each other with Personal Data (which is defined in the General Data Protection Regulation (Regulation (EU) 2016/679 (“GDPR”). Any processing of Personal Data will be done in accordance with the terms of this Contract and GDPR.
- 9.2 Each Party will implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful processing and accidental loss or destruction.
- 9.3 Prior to any transfer of Personal Data by a Party to their respective Group, that Party will impose all obligations on their Group as required by the Contract and GDPR.
- 9.4 Any person acting under the authority of Contractor or Company must not process the data except on instructions from Contractor or Company (as applicable).
- 9.5 Where a Party consents to the other Party transferring its Personal Data to any country outside the European Economic Area, the transferring Party will ensure an adequate level of protection for Personal Data by either entering into standard contractual clauses approved by the European Commission or binding corporate rules.

**10. Transportation for Offshore Training on Location**

For any offshore Training on Location, Company shall provide, at no extra cost to Contractor, all routine and medi-vac transportation for Contractor provided personnel, and transportation for Contractor provided equipment and/or material which are capable of transportation by helicopter or supply boat between Company designated heliport and/or supply base and the offshore part of the Training on Location.

**11. Liability for Training at Contractor’s Training Site**

- 11.1 The Company or the self-sponsored Participant shall be liable, without limitation, for any damage to Contractor’s Training Site, including but not limited to furnishings, premises and equipment, caused by the Participant.
- 11.2 Contractor does not accept any liability for loss or damage to any property of a Participant.
- 11.3 In the event a Participant requires medical treatment or hospitalization during Training, the Company, or Participant in case of self-sponsored Participants, shall bear all costs for such medical treatment or hospitalization.

**12. Liability for Training on Location**

**12.1 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL COSTS) EXPENSES AND LIABILITIES IN RESPECT OF:**

- (i) LOSS OF OR DAMAGE TO PROPERTY OF CONTRACTOR GROUP WHETHER OWNED, HIRED OR LEASED OR OTHERWISE PROVIDED BY CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (ii) PERSONAL INJURY INCLUDING DEATH OR DISEASE TO ANY PERSON EMPLOYED OR ENGAGED ON BEHALF OF CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (iii) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, 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 CONTRACTOR GROUP; AND
- (iv) POLLUTION ORIGINATING FROM THE PROPERTY AND EQUIPMENT OF CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE

**PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT.**

**12.2 COMPANY SHALL BE RESPONSIBLE FOR AND SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL COSTS) EXPENSES AND LIABILITIES IN RESPECT OF:**

- (i) LOSS OF OR DAMAGE TO PROPERTY OF COMPANY GROUP WHETHER OWNED BY COMPANY GROUP OR LEASED OR OTHERWISE PROVIDED BY COMPANY GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (ii) PERSONAL INJURY INCLUDING DEATH OR DISEASE TO ANY PERSON EMPLOYED BY OR ENGAGED BY COMPANY GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT;
- (iii) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, 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 COMPANY GROUP; AND
- (iv) ANY DAMAGE TO PROPERTY AND/OR PERSONAL INJURY CAUSED BY A PARTICIPANT DURING AND POST TRAINING; AND
- (v) ANY LOSS OF OR DAMAGE TO PROPERTY OF ANY THIRD PARTY OWNER OF OFFSHORE FACILITIES, PIPELINES, CABLES OR SIMILAR EQUIPMENT AND ANY CONSEQUENTIAL LOSS ARISING THEREFROM LOCATED WITHIN A FIVE HUNDRED (500) METER RADIUS OF ANY OFFSHORE TRAINING LOCATION WHERE SUCH LOSS OR DAMAGE IS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (vi) WITH THE EXCEPTION OF THE ABOVE INDEMNITY GIVEN BY CONTRACTOR AT CLAUSE 12.1(IV), ANY CLAIM OF WHATSOEVER NATURE RELATING TO POLLUTION AND/OR CONTAMINATION INCLUDING, WITHOUT LIMITATION, SUCH POLLUTION OR CONTAMINATION EMANATING FROM THE RESERVOIR AND/OR FROM ANY EQUIPMENT OR PROPERTY OF COMPANY GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT.

12.3 For the purposes of this Clause 12, “third party” shall mean any party which is not a member of Company Group or Contractor Group.

12.4 The indemnities given by the Parties under this Clause 12 are full and primary and shall apply irrespective of whether the indemnified Party has or does not have insurance in place relating to any claims, losses, damage or costs in respect of the subject matter of any indemnity given under this Contract.

12.5 ALL EXCLUSIONS AND INDEMNITIES GIVEN UNDER THIS CLAUSE (SAVE FOR THOSE UNDER CLAUSES 12.1(iii) AND 12.2(iii)) AND CLAUSES 13 AND 14 SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OR BREACH OF DUTY (WHETHER STATUTORY OR OTHERWISE) OF THE INDEMNIFIED PARTY OR ANY OTHER ENTITY OR PARTY AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.

12.6 Each Party expressly agrees that the indemnities set out in this Clause 12 do not extend to criminal sanctions imposed upon it, arising from, relating to or in connection with the performance of the Contract.

**13. Consequential Loss**

NOTWITHSTANDING ANY PROVISION OF THE CONTRACT TO THE CONTRARY AND EXCEPT TO THE EXTENT OF ANY PREDETERMINED TERMINATION FEE, COMPANY SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR GROUP FROM COMPANY GROUP’S OWN CONSEQUENTIAL LOSS AND CONTRACTOR SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM CONTRACTOR GROUP’S OWN CONSEQUENTIAL LOSS ARISING FROM,

**RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT.**

**14. Limitation of Liability**

**NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THE CONTRACT AND REGARDLESS OF CAUSE, CONTRACTOR'S TOTAL CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE OR ANNUAL CONTRACT VALUE, WHICHEVER IS LOWER. COMPANY AGREES TO INDEMNIFY, RELEASE AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS IN EXCESS OF THE TOTAL CUMULATIVE LIABILITY UNDER THE CONTRACT.**

**15. Variations**

- 15.1 All Variations must be agreed in writing in accordance with Clause 2.2 above.
- 15.2 The Parties shall use their best endeavours to agree to the existence and effects of a Variation prior to the commencement of any Training affected by that Variation, including the impact, if any, on the Contract Price and/or Delivery Date.
- 15.3 If at any time the Parties do not agree as to the existence and/or effects of a Variation, such dispute shall be resolved in accordance with the Dispute Resolution Procedure set out in Clause 21 below.

**16. Insurance**

Company and Contractor shall, at their own cost, obtain and maintain, in full force and effect throughout the duration of the Contract, levels of insurance sufficient to cover their respective liabilities and obligations under the Contract and at law.

**17. Force majeure**

- 17.1 Neither Party shall be in breach of Contract nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute. Should the Force Majeure event continue for longer than seven (7) days, the Parties shall meet to discuss the impact on and future performance of the Contract.

**18. Legal and Safety Obligations**

- 18.1 Both Parties must comply with all applicable laws, safety rules, regulations or procedures applicable to the Contract.
- 18.2 It shall be the Company's sole responsibility to ensure that Participants:
  - (i) are medically fit and able to complete the Training;
  - (ii) at all times during the Training act in full compliance with the Contract including all applicable laws, safety rules, regulations or procedures applicable to the Contract; and
  - (iii) follow all instructions or directions given by Contractor personnel.
- 18.3 Contractor operates a strict zero tolerance policy in relation to the use of drugs and/or alcohol during Training. Contractor reserves the right to refuse and/or request the removal of a Participant suspected of being under the influence or in the possession of drugs and/or alcohol from Training.
- 18.4 If at any time Contractor believes that a Participant's involvement in Training may pose a risk to the Participant's own health and safety or the health and safety of others it reserves the right to refuse and/or request the removal of a Participant from Training.
- 18.5 Contractor reserves the right to conduct security searches of Participants to ensure compliance with this Clause 18 and/or remove a Participant at any time from Training without liability if, in Contractor's reasonable opinion, the behavior of a Participant is unacceptable or in breach of the provisions of this Clause 18. In such event, no fees or payments shall be reimbursed to the Company for the Participant's failure to complete the Training.

**19. Audit and Storage of Documents**

- 19.1 Contractor shall keep full and accurate records pertaining to the Training and shall retain such records for a period of two (2) years from completion of Training or such longer period as is specifically required by law.
- 19.2 Company shall be entitled, at its cost and on giving reasonable notice, to audit the documentation within the period noted in Clause 19.1 above.

- 19.3 Notwithstanding the generality of the foregoing, Company shall not be entitled to investigate the make-up of rates and lump sums included in the Contract and Contractor shall not be obliged to disclose any information to Company which is commercially sensitive and/or would cause Contractor to breach any confidentiality obligations it owes to a third party.

- 19.4 Both Parties shall be entitled to audit the other Party at any time to ensure compliance with Clause 22.

**20. Assignment, Novation and Subcontracting**

Neither Party shall be entitled to assign, novate or subcontract any or all of its rights and/or obligations under the Contract without the prior written consent of the other Party, such consent shall not be unreasonably withheld or delayed.

**21. Governing Law and Dispute Resolution**

- 21.1 The formation, existence, construction, performance, validity and all other aspects of the Contract shall be governed by Texas law (excluding its choice of laws principles) and the Parties submit to the exclusive jurisdiction of any court of competent jurisdiction in Harris County, Texas.
- 21.2 The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Contract. Any dispute shall be duly notified by the claiming Party to the other Party and the Parties shall endeavour to settle such dispute in good faith within thirty (30) days from receipt of said notice between their respective representatives.
- 21.3 In case of failure to settle the dispute in accordance with Clause 21.2 above, the dispute shall then be passed to the respective managing directors of the Parties to resolve within a further thirty (30) day period.
- 21.4 If the Parties fail to reach agreement in accordance with Clauses 21.2 and 21.3 above, either Party shall then be entitled to submit the dispute to the courts. It shall be a condition precedent to the referral of a dispute to the courts that the Party which intends to commence proceedings first uses the procedures outlined in Clauses 21.2 and 21.3 above.

**22. Anti-Bribery and Corruption**

- 22.1 Both Parties shall uphold the highest standards of business ethics in the performance of the Contract and warrants that it shall have in place and maintain for the duration of the Contract adequate anti-bribery and corruption policies and procedures of which the other Party in turn warrants it shall comply.
- 22.2 In the event of a breach of Clause 22.1 above and/or any applicable anti-bribery legislation to which either Party is subject, including the Bribery Act 2010 and Foreign Corrupt Practices Act of 1977, the non-defaulting Party shall be entitled to suspend and/or terminate the Contract in whole or in part with immediate effect. The Parties shall meet within seven (7) days of such suspension or termination to agree the effects of such suspension or termination.
- 22.3 A copy of Contractor's current anti-bribery and corruption policy can be located at [www.sparrowsgroup.com](http://www.sparrowsgroup.com).

**23. Contracts (Rights of Third Parties) Act**

With the exception of the provisions contained within Clauses 12 and 13 the Parties intend that no provision of the Contract shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, confer any benefit on nor be enforceable by any person who is not a Party to the Contract. For the purposes of this Clause 23, "third party" shall mean any member of the Company Group (other than the Company) or Contractor Group (other than the Contractor).

**24. Waiver**

None of the terms and conditions of the Contract shall be considered to be waived by either Party unless a waiver is given in writing by one Party to the other. No failure on the part of either Party to enforce any of the terms and conditions of the Contract shall constitute a waiver of such terms.

**25. Invalidity and Severability**

If any court or competent authority decides that any of the provisions of the Contract are invalid, unlawful or unenforceable to any extent, the invalidity or unenforceability shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

**26. Entire Agreement**

The Contract constitutes the entire agreement between the Parties hereto with respect to the Training and supersedes all prior negotiations, representations or agreements relating to the Contract either written or oral.

**27. Continuing Obligations**

Termination of the Contract, or any part thereof, shall not release the Parties from obligations, which expressly or by their nature survive the Contract or extend beyond Contract termination.

**28. Change of Law**

In the event of any change in taxation or any other laws or in the interpretation or enforcement thereof after the commencement of the Contract and provided either Party acting reasonably can demonstrate that such change has an effect on Contractor's costs or financial burden, then the rates and prices set out in the Contract shall be adjusted to fully reflect the increases or decreases on Contractor's costs or burdens as the case may be.

**29. Non-Solicitation**

- 29.1. During the term of the Contract and for a period of twelve (12) months thereafter, the Company agrees not to solicit, recruit or induce, directly or indirectly (through third parties), any of the Contractor's employees, consultants or representatives involved in the performance of the Contract to leave, terminate or otherwise end his or her association with the Contractor in order to become an employee, consultant or representative of the Company.
- 29.2. In the event of a breach of Clause 29.1 above, Contractor shall, in addition to any other rights or remedies available to it under Contract or at law, be entitled to claim from Company a sum equivalent to the annual salary of each affected employee, consultant or representative as compensation for such breach.