

## PARADIGM GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR SERVICES

### 1.0 **DEFINITIONS**

In this CONTRACT, all capitalized terms shall have the following definitions:

1.1 "**AFFILIATE**" shall mean any subsidiary, or parent, or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1159, Companies Act 2006.

1.2 "**CLAIMS**" shall mean any and all claims, demands, suits, proceedings (including arbitral proceedings), causes of action, judgements, losses, liabilities, damages, fines and/or penalties (including any and all punitive damages), interest, costs, and expenses (including legal expenses and court costs).

1.3 "**COMPANY**" shall mean the company to whom PARADIGM are providing the GOODS and/or SERVICES under the CONTRACT.

1.4 "**COMPANY GROUP**" shall mean COMPANY and its client(s), its, and their co-venturers, its, and their AFFILIATES, its, and their other contractors of any tier and its and their respective directors, officers, employees, and agents, but shall expressly exclude any member of PARADIGM GROUP.

1.5 "**CONSEQUENTIAL LOSS**" shall mean (i) consequential or indirect loss under English law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, rig down time, loss of profit, loss of anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the effective date of the CONTRACT.

1.6 "**CONTRACT**" shall mean all the commercial, legal, and technical documents issued by PARADIGM to govern the supply of the GOODS and/or SERVICES, these General Terms and Conditions for the Sale of Goods and/or Services, and such documents (including but not limited to any purchase order) issued by COMPANY and as are expressly accepted by PARADIGM in writing.

1.7 "**CONTRACT PRICE**" shall mean the price paid by the COMPANY to PARADIGM for the supply of the GOODS and/or SERVICES.

1.8 "**CTR PROPOSAL**" shall mean PARADIGM's cost, time and resource proposal as issued to COMPANY, and as revised from time-to-time, setting out any and all GOODS and/or SERVICES to be provided, and any rates, prices and pricing notes associated with the same and shall be considered a fundamental part of this CONTRACT.

1.9 "**FORCE MAJEURE**" shall mean, without limitation, acts of God, acts or omissions of any government, war, hostilities, invasions, acts of terrorism, civil war, industrial disputes (including of PARADIGM's employees), fire, floods, hurricanes, tornadoes, tsunamis, and explosions.

1.10 "**GOODS**" shall mean the goods, materials and/or equipment that PARADIGM is required to supply to COMPANY on a sale basis in accordance with the provisions of the CONTRACT.

1.11 "**PARADIGM**" shall mean Paradigm Fire Protection Services, a company registered under the laws of Scotland, with company registration number SC612883 and with its registered address at Howe Moss Drive, Kirkhill Industrial Estate, Dyce, Aberdeen AB21 0GL, United Kingdom, which is the entity providing the GOODS and/or SERVICES under the CONTRACT.

1.12 "**PARADIGM GROUP**" shall mean PARADIGM and its AFFILIATES, its, and their subcontractors of any tier and its and their respective directors, officers, employees, and agents, but shall expressly exclude any member of COMPANY GROUP.

1.13 "**PARTY**" and/or "**PARTIES**" shall mean COMPANY or PARADIGM or both COMPANY and PARADIGM as the case may be.

1.14 "**SERVICES**" shall mean all services, inclusive of the provision of rental equipment that PARADIGM is required to perform in accordance with the provisions of the CONTRACT.

1.15 "**THIRD PARTY**" shall mean any person or entity that is not a member of COMPANY GROUP or PARADIGM GROUP.

## 2.0 **GENERAL OBLIGATIONS**

2.1 PARADIGM shall provide all management, supervision, materials, Personnel, and equipment as necessary for the supply of the GOODS or performance of the SERVICES.

2.2 The SERVICES will be performed by PARADIGM for COMPANY and are not intended for and should not be relied upon by any THIRD PARTY. PARADIGM accepts no duty or responsibility (irrespective of cause including negligence, breach of duty, contractual, statutory, strict liability or otherwise arising at law) to any THIRD PARTY arising out of or connected to the SERVICES or supply of GOODS under this CONTRACT, or the results thereof.

2.3 PARADIGM shall be entitled to rely on all information provided by COMPANY in relation to the GOODS and/or SERVICES.

2.4 COMPANY shall provide, without limitation, any approval, instruction, information, data, materials, or access to site as is required in relation to the performance of PARADIGM's obligations and which is not stated to be PARADIGM's responsibility.

2.5 Any authorization, licence or approval required from any regulatory authority for which PARADIGM is not expressly made responsible in the CONTRACT shall be obtained in due time by COMPANY.

2.6 COMPANY shall be responsible for obtaining any necessary customs clearance and shall give all reasonable assistance to PARADIGM in obtaining any work permit, visa, and similar document which PARADIGM may require, at no cost to PARADIGM.

## 3.0 **DELIVERY**

3.1 Delivery dates or schedules provided for the GOODS and/or SERVICES are estimates only, PARADIGM will use all reasonable endeavours to ensure it complies with any time stipulations agreed between the PARTIES but will not be liable to COMPANY for any failure to comply with any such time stipulation or for any loss (including CONSEQUENTIAL LOSS) arising therefrom.

3.2 Delivery of the GOODS shall be governed by and construed in accordance with the provision of INCOTERMS 2010 as stated within the CONTRACT. In the event that no INCOTERMS are referenced, the GOODS shall be delivered Ex Works PARADIGM premises.

## 4.0 **PAYMENT TERMS**

4.1 PARADIGM shall submit a correctly prepared and adequately supported invoice to COMPANY and COMPANY shall pay the invoice within thirty (30) days of receipt of the same.

4.2 Time shall be of the essence with regards payment of invoices by COMPANY and shall be considered a material condition of the CONTRACT.

4.3 Interest shall be payable for late payment of correctly prepared and adequately supported invoices at a rate of Bank of England' Base Rate' plus three percent (3%) and shall be calculated pro rata on a daily basis. Any such interest shall be invoiced by PARADIGM separately and within ten (10) working days of payment of the invoice to which the interest relates.

4.4 Payment of any invoice submitted to COMPANY by PARADIGM under Article 4.3 shall be subject to the provisions of Article 4.1 and 4.2.

## 5.0 **CONFIDENTIALITY**

5.1 Each PARTY shall keep confidential and shall not disclose to any THIRD PARTY any information in whatever form.

(written, oral, visual and/or electronic) obtained from the other PARTY or that PARTY's GROUP relating to the CONTRACT.

5.2 The provisions of this article shall not apply to information which according to tangible evidence (i) is part of the public domain; or (ii) was in the possession of the receiving PARTY prior to the execution of this CONTRACT and which was not subject to any obligation of confidentiality owed to the disclosing PARTY or any THIRD PARTY; or (iii) was received from a THIRD PARTY whose possession is lawful and who is under no obligation not to disclose; or (iv) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body (including those of any stock exchange), having jurisdiction over the CONTRACT.

5.3 The foregoing obligations of confidentiality shall subsist for a period of five (5) years from the date of expiration or termination of the CONTRACT.

## 6.0 **WARRANTY**

6.1 PARADIGM warrants that the GOODS and/or SERVICES it supplies shall conform to COMPANY's specifications as detailed in the CONTRACT and shall be free from defects.

### 6.2 For the supply of GOODS:

6.2.1 In the event that COMPANY discover that the GOODS fail to comply with the written specification of the CONTRACT, the COMPANY shall, no later than seven (7) days from its discovery, notify PARADIGM with a report detailing the defect.

6.2.2 PARADIGM's warrant obligations shall cease within twelve (12) months from the date of delivery of the GOODS or from the date of installation of the GOODS whichever period expires first. For the avoidance of doubt, this includes any and all latent defects for which PARADIGM shall have no liability whatsoever.

6.2.3 COMPANY shall, at its own cost and risk, retrieve and deliver the defective GOODS to PARADIGM.

6.2.4 PARADIGM shall, at no cost or risk, repair or, at its option, replace the defective GOODS. For the avoidance of doubt, this shall not include the provision of any SERVICES required to reinstall such GOODS at the worksite.

6.2.5 The return of repaired or replacement GOODS to COMPANY shall be at COMPANY's account.

6.2.6 The foregoing warranty under this Article 6.2 applies provided only that the GOODS are correctly used for the purposes for which they were designed and specified under the CONTRACT and are properly maintained (and where installed by COMPANY, properly installed) and are not altered (other than by PARADIGM) after delivery.

6.2.7 With respect to materials or products furnished by a THIRD-PARTY supplier, PARADIGM's liability shall be limited to the assignment to the COMPANY, if possible, of such THIRD-PARTY supplier's warranty to PARADIGM.

### 6.3 For the supply of SERVICES:

6.3.1 All SERVICES performed at the COMPANY's worksite shall be deemed approved by COMPANY unless PARADIGM is notified otherwise prior to PARADIGM's demobilization from the worksite, or at sign-off of an approval document by a representative acting on COMPANY's behalf.

6.3.2 COMPANY shall notify PARADIGM prior to PARADIGM's demobilization from the worksite if any aspect of the SERVICES is found in COMPANY's reasonable opinion to be defective and shall submit a report detailing the nature of the failure and defect.

6.3.3 Subject always to PARADIGM's agreement with COMPANY's report on such failure and/or defect,

PARADIGM shall re-perform any defective SERVICES prior to demobilization at no additional cost to COMPANY.

6.3.4 In the event that PARADIGM has demobilized from the worksite, any subsequent re-performance required in respect of defective SERVICES may, at PARADIGM's option, be re-performed by PARADIGM at COMPANY's expense; otherwise, PARADIGM shall have no obligation to re-perform.

6.3.5 Notwithstanding the foregoing, or anything to the contrary contained herein, it is expressly acknowledged and agreed by COMPANY that due to the nature of the SERVICES, the CONTRACTOR cannot guarantee the outcome or result of the SERVICES, including, without limitation, whether or not the performance of the SERVICES will improve the flow rates within any pipe or umbilical in respect of which the SERVICES are to be performed. Accordingly, CONTRACTOR shall have no obligation to carry out any defect's correction work in this respect.

6.3.6 PARADIGM will not carry out any SERVICES on pipelines with any apparent defect and in line with PARADIGM's CTR PROPOSAL, where applicable, will replace such sections of pipe that are defective prior to performing such SERVICES. Warranty for replacement sections of pipe shall be as contained within Article 6.2. Notwithstanding the foregoing, PARADIGM shall accept no responsibility for any loss of or damage to any pipe during the course of the SERVICES where such damage is demonstrably caused by any latent defect.

6.4 Notwithstanding the foregoing, PARADIGM shall under no circumstances be liable for any consequential effects of such defective GOODS and/or defective SERVICES nor any costs relating to the dismantling of the GOODS and re-installation thereof, transportation of the GOODS and Personnel to, from and at the worksite and incidental or associated costs of any description including, without limitation, lifting operations, diving support, rig down-time, costs of COMPANY's other contractors or costs of remedial performed by any THIRD PARTY (below the water-line, or otherwise).

6.5 PARADIGM's interpretation of COMPANY's facilities data or other related data is a matter of opinion on which professional engineers or analysts may differ. Accordingly, PARADIGM does not warrant the accuracy or completeness of any data or interpretations, recommendations, or other models based on such data or interpretations. PARADIGM does not accept liability or obligation for decisions by COMPANY on matters of policy which are based on PARADIGM's interpretations or recommendations regarding any subsequent operations.

6.6 EXCEPT AS EXPRESSLY STATED HEREIN, PARADIGM MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER

WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, IMPLIED CONDITIONS OF CONTRACT AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE REMEDY AND PARADIGM'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN THE SERVICES AND/OR GOODS WHICH ARE BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL BE AS STATED IN THIS ARTICLE 6.

## 7.0 **FORCE MAJEURE**

7.1 If either PARTY is unable, by reason of FORCE MAJEURE, to carry out any of its obligations under the CONTRACT (with the exception of any obligation to pay money) then on such PARTY giving notice and particulars in writing to the other PARTY within a reasonable time after the occurrence of the cause relied upon, such obligation shall be suspended.

7.2 For the avoidance of doubt, PARADIGM shall be paid any and all agreed operational rates for all equipment and/or Personnel retained at the worksite by COMPANY during any period of suspension invoked under Article 7.1.

7.3 In the event that any suspension due to FORCE MAJEURE exceeds thirty (30) days, either PARTY may terminate this CONTRACT by written notice to the other PARTY and COMPANY shall be held liable for compensation for all GOODS and/or SERVICES satisfactorily rendered up until the date of such termination, in addition to demobilization, repatriation and other reasonable costs incurred by PARADIGM due to such termination.

## 8.0 **INTELLECTUAL PROPERTY**

8.1 Neither the COMPANY, nor PARADIGM, shall have the right of use, other than for the purposes of the CONTRACT, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know-how, trademark or process provided by the other PARTY and the intellectual property rights in such shall remain with the PARTY providing such patent, copyright, proprietary right or confidential know-how, trademark or process.

8.2 Where any potential patent or intellectual property right in any country in the world arises out of the GOODS and/or SERVICES provided by PARADIGM GROUP under this and/or invented during the term of the CONTRACT, such rights shall vest exclusively in PARADIGM.

## 9.0 **VARIATION**

9.1 COMPANY has the right, subject to PARADIGM's other existing contractual commitments, to request a variation to the GOODS and/or SERVICES which are within the capability and available resources of PARADIGM.

9.2 If PARADIGM considers an occurrence has taken place which it considers to be a variation to the GOODS and/or SERVICES, PARADIGM shall, request without delay that the COMPANY issue a variation to the CONTRACT. Such variation request can be made by PARADIGM at any time following such an occurrence, providing the same is provided to COMPANY within ninety (90) days of completion of the SERVICES and/or supply of GOODS under the CONTRACT. COMPANY shall issue such variation to PARADIGM without delay, failing which, PARADIGM shall have the right to invoice for the variation works in accordance with the agreed rates and prices in this CONTRACT. In the absence of applicable rates and prices, a fair valuation in the reasonable opinion of PARADIGM for the works completed in variation shall be applied.

9.3 PARADIGM shall not be obliged to proceed as instructed and/or with any proposed variation to the CONTRACT until COMPANY and PARADIGM have agreed the amount of any adjustment to the CONTRACT PRICE and CONTRACT delivery dates and/or schedule in writing.

## 10.0 **INDEMNITY**

10.1 PARADIGM shall be responsible for, and shall release, save, protect, defend, indemnify, and hold harmless COMPANY GROUP from and against any and all CLAIMS in respect of (i) illness or personal injury to, including death or disease of any employees, servants and agents of PARADIGM GROUP arising from or relating to the performance.

of this CONTRACT, and (ii) loss of, damage to, or destruction of property (whether owned, leased, hired, or otherwise provided by PARADIGM GROUP) or equipment, materials or supplies of PARADIGM GROUP arising from or relating to the performance of this CONTRACT.

10.2 COMPANY shall be responsible for, and shall release, save, protect, defend, indemnify and hold harmless PARADIGM GROUP from and against any and all CLAIMS in respect of (i) illness or personal injury to, including death or disease of any employees, servants and agents of COMPANY GROUP arising from or relating to the performance of this CONTRACT; and (ii) loss of, damage to, or destruction of property (whether owned, leased, hired or otherwise provided by COMPANY GROUP) or equipment, materials or supplies of COMPANY GROUP arising from or relating to the performance of this CONTRACT.

10.3 PARADIGM shall be responsible for, and shall release, save, protect, defend, indemnify and hold harmless COMPANY GROUP from and against any and all CLAIMS in respect of, subject to any other express provisions of this CONTRACT, personal injury including death, disease or loss of or damage to the property of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the PARADIGM GROUP.

10.4 COMPANY shall be responsible for, and shall release, save, protect, defend, indemnify and hold harmless PARADIGM GROUP from and against any and all CLAIMS in respect of, subject to any other express provisions of this CONTRACT, personal injury including death, disease or loss of or damage to the property of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the COMPANY GROUP.

10.5 Notwithstanding any provision to the contrary elsewhere in the CONTRACT, COMPANY shall be responsible for and shall release, save, protect, defend, indemnify and hold harmless PARADIGM GROUP from and against any and all CLAIMS in respect of (i) any underground damage or damage to or loss of any well, pipeline, umbilical, pipework and/or associated systems or hole, productive formation, reservoir (including, without limitation, any costs of redrill), or the loss of oil or gas therefrom; (ii) any blowout, fire, explosion, cratering, or loss of control of the well, pipe or hole (including, without limitation, any costs of control and/or removal of debris); and/or (iii) pollution of contamination of any kind including, without limitation, the cost of control, removal and clean-up arising from or related to the performance of this CONTRACT.

10.6 Notwithstanding Article 10.1, and except to the extent of fair wear and tear, if PARADIGM can demonstrate that PARADIGM GROUP's equipment other than that located downhole has been subject to abnormal damage (meaning damage which could not be reasonably expected) which has resulted

directly from corrosion, erosion or abrasion caused by the nature of the well effluent, PARADIGM shall be reimbursed for the costs of repair or replacement resulting from such damage except to the extent that such damage is caused by the negligence or breach of duty (whether statutory or otherwise) of PARADIGM GROUP.

10.7 Notwithstanding Article 10.1 and except to the extent of fair wear and tear, COMPANY shall reimburse PARADIGM in respect of loss of or damage to property, materials or equipment of PARADIGM GROUP which occurs whilst 'in-hole' below the rotary table except to the extent that such damage is caused by the negligence or breach of duty (whether statutory or otherwise) of PARADIGM GROUP.

10.8 All exclusions and indemnities given and assumed under the CONTRACT (except for those under Article 10.3, Article 10.4) shall apply irrespective of cause and notwithstanding the negligence 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, negligence, under contract or otherwise at law.

## 11.0 **CONSEQUENTIAL LOSS**

11.1 Notwithstanding any provision to the contrary elsewhere in the CONTRACT, PARADIGM release, save, protect, defend, indemnify and hold harmless COMPANY GROUP from PARADIGM GROUP's own CONSEQUENTIAL LOSS arising from, relating to or in connection with the performance or non-performance of the CONTRACT, and COMPANY shall release, save, protect, defend, indemnify and hold harmless PARADIGM GROUP from COMPANY GROUP's own CONSEQUENTIAL LOSS arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

## 12.0 **INSURANCE**

12.1 All COMPANY's insurances shall contain provisions whereby the insurers agree to waive their rights of subrogation against PARADIGM GROUP and their respective insurers in accordance with the liabilities assumed by COMPANY under the provisions of Article 10 and Article 11 hereunder.

## 13.0 **CANCELLATION**

13.1 In the event that COMPANY cancels an order for GOODS and/or SERVICES or cancels the CONTRACT prior to PARADIGM's mobilization, COMPANY shall be liable for all costs incurred by PARADIGM in connection with the cancellation such as, but not limited to, all cancellation charges provided for in the CONTRACT, administration costs and expenses and costs for demobilization and repatriation of all equipment and/or Personnel in addition to all payment for GOODS and/or SERVICES satisfactorily rendered up until the date of cancellation.

13.2 In the event that COMPANY cancels an order for GOODS and/or SERVICES after PARADIGM's mobilization, COMPANY shall be liable to PARADIGM for the full CONTRACT value. PARADIGM shall invoice COMPANY for the same, and COMPANY shall pay PARADIGM in accordance with Article 4.

13.3 Unless otherwise agreed in writing by PARADIGM, no GOODS or any other item may be returned for credit.

## 14.0 **TITLE & RISK**

14.1 Title in the GOODS shall not pass to COMPANY until COMPANY has paid for the same in full.

14.2 Risk of loss of or damage to the GOODS shall pass to COMPANY on delivery in accordance with Article 3.

## 15.0 **ASSIGNMENT**

15.1 PARADIGM shall have the right to assign this CONTRACT to any of its AFFILIATES without the consent of the COMPANY.

## 16.0 **GENERAL**

16.1 This CONTRACT shall prevail over any terms or conditions contained in any purchase order provided by the COMPANY or any other terms and conditions unless expressly accepted and agreed by PARADIGM in writing.

16.2 This CONTRACT constitutes the entire agreement between the PARTIES with respect to the provision of the GOODS and/or SERVICES and supersedes all prior negotiations, representation or agreements related to this CONTRACT, either written or oral and the COMPANY acknowledges that no reliance has been placed on the same.

16.3 No amendments to this CONTRACT shall be effective unless evidenced in writing and signed by the PARTIES.

16.4 It is the intention of the PARTIES that this CONTRACT shall be construed as a whole. Notwithstanding the foregoing, if any part of this CONTRACT is held by a tribunal of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of this CONTRACT shall not be prejudiced thereby and every part of this CONTRACT shall be deemed to be severable and separately valid and enforceable. PARADIGM and COMPANY hereby agree to substitute, for any invalid or unenforceable provision, a valid and enforceable provision which achieves to the greatest possible extent the PARTIES' original intent, as well as the economic, legal, and commercial objectives of the invalid or enforceable provision.

## 17.0 **RIGHTS OF THIRD PARTIES**

17.1 COMPANY and PARADIGM agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this CONTRACT only to the extent that any THIRD PARTY who has been granted an express benefit in terms of this CONTRACT shall be entitled in its own right to enforce the benefit of the indemnities given to it pursuant to Article 10.

## 18.0 **LIMITATION OF LIABILITY**

18.1 Notwithstanding anything to the contrary contained herein, the PARTIES agree that PARADIGM's total cumulative liability to COMPANY GROUP arising out of or related to the performance of the CONTRACT, shall be limited to the CONTRACT PRICE, or one million pounds Sterling (GBP (£) 1,000,000) whichever is the lesser.

18.2 The foregoing limitation shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory, contractual, strict liability or otherwise) of PARADIGM GROUP and irrespective of whether the CONTRACT has been terminated for cause (including but not limited to repudiatory breach or fundamental breach) or otherwise. PARADIGM GROUP shall have the right to claim

limitation at law. COMPANY shall save, protect, defend, indemnify, and hold harmless PARADIGM GROUP from and against any and all liability and/or CLAIMS in excess of the aggregate cumulative liability as per Article 18.1.

## 19.0 **GOVERNING LAW**

19.1 This CONTRACT shall be governed by English law and the PARTIES submit to the exclusive jurisdiction of the English courts excluding those conflict of law rules and choice of law principles which would deem otherwise.

## 20.0 **DISPUTE RESOLUTION**

20.1 Any dispute, controversy or claim between the PARTIES arising out of the CONTRACT shall be resolved by means of the following procedure: (i) the dispute shall be initially referred to the PARTIES' respective representatives who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement; (ii) if no agreement is reached under (i), the dispute shall be referred to the Managing Directors of the PARTIES hereto.

20.2 In the absence of agreement being reached under Article 21.1, the PARTIES shall settle the dispute in accordance with the UNCITRAL Arbitration Rules applicable at the time of entering into this CONTRACT. The appointing authority shall be the Chartered Institute of Arbitrators; the number of arbitrators shall be three (3); the seat of arbitration shall be London, England, however the PARTIES may agree for the hearing to take place at any convenient location; the language to be used in the arbitral proceedings shall be English.

## 21.0 **BUSINESS ETHICS**

21.1 The PARTIES shall at all times ensure that the actions of its employees and representatives comply with all applicable laws. Nothing in this CONTRACT shall be interpreted as requiring either PARTY to do or refrain from doing anything which would result in a breach of or violation of any applicable laws or regulations.

21.2 The PARTIES agree that neither will directly, or through an intermediary, give or offer to give anything of value to (a) a government official or representative or a political party official or candidate for political office; (b) anyone acting on behalf of a public international organization; (c) anyone employed by a government-owned or -controlled company or other entity (together hereinafter defined as "Governmental and Political Appointees"); or (d) any other THIRD PARTY or person, for purposes of inducing such person to use his influence to assist a party in obtaining or retaining business, securing any improper advantage, or to benefit a party or any other person in any way, and will not otherwise perform any act which could violate the United States Foreign and Corrupt Practices Act of 1977 and/or the United Kingdom Bribery Act 2010.

21.3 The PARTIES agree that they will not directly or through an intermediary make a "facilitation payment" to any Government and Political Appointees, or any other person.

21.4 Any breach of this Article 21 shall constitute a material breach of the CONTRACT and shall entitle PARADIGM to terminate the CONTRACT with immediate effect, with no penalty or liability due to COMPANY, COMPANY GROUP or any other person, entity or THIRD PARTY.