

Standard Marine Trading Terms

All transactions entered into by Marine Services International (2008) Ltd. (MSI) (hereinafter “the Company”) in connection with or arising out of the Company’s business shall be subject to the following terms and conditions (hereinafter “the Conditions”) unless otherwise agreed or stated by the Company in writing.

Definitions

Company or we/us: means Marine Services International (2008) Ltd. (MSI) references to “we” and “us” include our directors, officers, employees and persons, firms and companies appointed or engaged by us as our sub-contractors for carrying out any work or services under these terms, all persons, firms and companies to whom performance of any work or services under these terms is sub-contracted or delegated by us, and all agents and employees of persons, firms and companies referred to in this clause.

Client: means the party at whose request or on whose behalf the Company undertakes services.

Confidential Information: means any and all material and information concerning a party and/or its affiliates and subsidiaries which has or will come into the possession or knowledge of the other party in connection with or as a result of entering into an agreement, including but not limited to specifications, samples, patterns, software, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, specific or otherwise to this agreement provided however that “Confidential Information” shall not include information that: (i) is generally known or available to the public at the time of receipt from the Disclosing party, or thereafter becomes generally known or available to the public other than through a breach of this agreement by the Receiving Party; (ii) is known by the Receiving Party at the time of receiving such information as evidenced by its records created prior to the date of the agreement; (iii) is disclosed with the prior written consent of the Disclosing Party; (iv) is hereafter furnished to the Receiving Party by a third party without breach of this agreement by the Receiving Party and as a matter of right and without restriction on disclosure; (v) is developed independently by the Receiving Party, as evidenced by its records, without any breach of this agreement; (vi) is, or could be, hereafter lawfully acquired or otherwise obtained by the Receiving Party from a third party without breach of this agreement. For the purposes of this agreement, the Party receiving the confidential Information is the “**Receiving Party**” and the party providing Confidential Information is the “**Disclosing Party**”.

Derivative Works: means any and all revisions, modifications, changes, translations, abridgements, compilations, condensations or expansions of the applicable underlying work or any form in which that work may be recast, transformed or adapted, together with all documentation and instructions relating to such revisions, modifications, changes, translations, abridgements, compilations, condensations or expansions, completed as a result of the Services.

- Services:** means any services provided by the Company.
- Reports:** means any report, document, design or statement supplied by the Company in connection with instructions received from the Client.
- Fees:** means the fees charged by the Company to the Client and including any value added tax where applicable and any Disbursements.
- Expenses:** means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.

MSI Liability and Limitations

1. All Services, Reports and documents are provided for our named Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between us and our Clients, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.
2. As between the parties, all rights, including intellectual property rights, in and to the Reports and Services, including any configurations, customizations, improvements, upgrades, designs, additional features, modifications, enhancements or Derivative Works thereto that are developed and implemented in the course of providing the Services hereunder, will remain the absolute property of the Company and nothing will derogate from or cause to be transferred to the Client any property interest in the Reports and Services (or Derivative Works thereof). We grant to the Client a worldwide, non-exclusive, non-sublicensable, non-assignable, non-transferable licence, to access and use the Reports and Services.
3. We shall undertake the Services, to which these terms relate with reasonable care, skill and diligence, but we shall have no responsibility or liability whatsoever except insofar as the Client suffers loss or damage in consequence of our gross negligence or wilful default. Notwithstanding any other provision of these terms:
 - 3.1 our liability shall expire 12 months after completion of the Services in respect of which liability is alleged to arise and we shall thereafter have no liability in respect of those Services and/or any alleged default in connection with the provision thereof;
 - 3.2 we shall not be liable in respect of any breach of our obligations for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of our Services, under these terms or otherwise, (1) of which written notice of a claim has not been made to us within 90 days of the date the Services were first performed, or the date the damages were first discovered, whichever is the later, failing which lack of notice shall constitute an absolute bar to the claim or suit against the Company or (2) resulting from unforeseeable causes beyond our control;
 - 3.3 the Client covenants with us and our servants and agents that no such servant or agent shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained

and every right, exemption and limitation of liability applicable to us or to which we are entitled hereunder shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of the foregoing provisions we are or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who are or might be our servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to these terms;

- 3.4 under no circumstances shall the Company be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by the Client or could have been reasonably foreseen by the Client, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 3.5 under no circumstances shall our liability exceed the total compensation actually paid for the Services rendered.

Obligations of the Client

4. The Client will set out in writing the Services which it requires the Company to provide. The Company will confirm in writing that it accepts those instructions, or alternatively what services it will perform in connection with the Client's instructions. Once the Company and the Client have agreed what Services are to be performed, any subsequent changes or additions must be agreed by both parties in writing.
5. Except to the extent and solely for the amount therein set out that the Company would be liable under Clause 3.5, the Client hereby undertakes to keep the Company and its employees, directors, officers, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damage and expenses (including legal costs and expenses on a full indemnity basis) which the Company may suffer or incur (either directly or indirectly) in the course of the Services under these terms.

Fees

6. Fees and Expenses shall become due and payable on such terms and in such amounts as shall be agreed from time to time. Invoices will be submitted in respect of all fees and expenses when due and the amount of each invoice shall be settled within 30 days of receipt. Interest shall be payable on all amounts owing and unpaid at a rate of 2% per month.

Confidential Information

7. (a) The Client and the Company each acknowledge that during the term of this agreement the parties will exchange Confidential Information and that any Confidential Information will be used solely for the purposes specifically set out in these terms and for no other purpose.
- (b) The Receiving Party agrees to take all necessary and appropriate steps to keep confidential and protect the Disclosing Party's Confidential Information including: (i) restricting access to all Confidential Information received from the other to the necessary employees of the Receiving Party or its Affiliates, and (ii) not using, disclosing, or allowing

access to such Confidential Information by any third party, except as authorized by the Disclosing Party in writing. Each party further agrees not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary and ensure that any copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party.

(c) If the Receiving Party becomes legally required to disclose Confidential Information, or any part thereof, the Receiving Party will give the Disclosing Party prompt notice of such requirement to the extent that the Receiving Party is legally able to do so. If the Disclosing Party waives compliance with any of the terms of this agreement or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the Receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. Any Confidential Information that is disclosed pursuant to a legal obligation shall maintain its confidential character if the disclosure does not result in the information becoming generally known or available to third parties without restrictions on further disclosure. The Receiving Party has the burden of proving the foregoing exceptions and must notify the Disclosing Party within forty-eight hours from the time of disclosure of the Confidential Information.

(d) The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information. The Receiving Party covenants and agrees to indemnify and hold harmless the Disclosing Party from and against any loss or damage arising out of the breach by the Receiving Party of any of the terms and conditions of this agreement.

(e) The Receiving Party agrees that all Confidential Information is and will remain the property of the Disclosing Party and all such Confidential Information in tangible form and copies thereof will be returned promptly (no longer than thirty (30) days) to the Disclosing Party upon request, except that the Receiving Party may retain one copy of the Disclosing Party's Confidential Information for regulatory and risk management purposes provided that such copy is securely maintained in a secure location at the Receiving Party's principal place of business or by the Receiving Party's legal counsel. No use of such Confidential Information is permitted except as expressly provided in this agreement, and the Receiving Party agrees not to rely upon, in any manner, Confidential Information except as expressly authorized by this agreement. No grant of any of the Disclosing Party's intellectual property rights, including any license implied or otherwise, is given or intended to be given herein.

(f) Each party to this agreement acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this confidentiality section would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by such party of any such obligations occurs, the other party hereto will, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this agreement agrees that such party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this section.

Default

8. Client default: We may terminate our appointment forthwith if the Client fails for more than 30 days to pay any sum due when demanded, or if the Client fails to respond promptly to requests for information and/or instructions and fails to adequately respond to 14 days' formal notice of such failure, without prejudice to our accrued rights.
9. Other defaults: Either party may terminate our appointment forthwith by notice if the other party shall: have a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing under the laws of any jurisdiction occur to it, or cease or threaten to cease to carry on business; without prejudice to the accrued rights of the other party.

Law and Disputes

10. These terms shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein any dispute shall be subject to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador.

Miscellaneous

11. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right, power or remedy.
12. Neither party shall transfer or assign its rights or obligations under these terms without the prior written consent of the other.
13. In the event that any provision of these terms is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from these terms and shall be of no force or effect and these terms shall remain in full force and effect as if such provision had not been contained therein. Notwithstanding the foregoing, in the event of any such deletion, the parties shall negotiate in good faith in order to agree to the terms of an acceptable alternative provision.
14. These terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the communication of these terms. These terms prevail over any of the Client's general terms and conditions of purchase regardless of whether or when the Client has submitted its purchase order or such terms. Fulfilment of the Client's order does not constitute acceptance of any of the Client's terms and conditions and does not serve to modify or amend these terms.
15. In the event that there is any apparent conflict or inconsistency between the terms set forth in these terms and the provisions set forth in any agreement between the parties, the terms set forth herein shall prevail.

16. These terms will ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
17. The Company shall have the right to sub-contract any of the Services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract, the Company shall remain fully liable for the due performance of its obligations under these Conditions.
18. Any communication required to be given under these terms by either party shall be in writing and shall be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice shall be deemed to have been given at the time at which it would in the ordinary course of transmission have been received.
19. Nothing in these terms will be deemed to constitute a partnership between the parties or constitute either party as an agent of the other party for any purpose whatsoever.
20. No waiver of any provision of these terms will be effective or binding unless made in writing and signed by the party or parties purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
21. No modification, change or alteration of these terms is effective unless in writing and signed by the parties.

Client Acceptance

Date

Return signed copy to:

Marine Services International (2008) Ltd. (MSI)
197 Major's Path
P.O. Box 29132
St. John's, NL A1A 5B5