

## General terms and conditions of Deep Atlas version May, 2022

### Considerance

Deep Atlas B.V. offers a unique source of information for the geothermal-, petroleum-, and CCS industries based on imaging rock samples for (clay) mineralogy and their impact on flow through reservoir rock. Deep Atlas B.V. generate and analyse hyperspectral infrared images to determine the mineralogy and subsequently permeability of rock samples. The method is especially powerful on (slabbed) core as it provides continuous mineral and permeability information. Thus providing a continuous mineralogy and permeability 'log' at cm scale or at even higher resolutions if required. Deep Atlas findings mitigate subsurface knowledge uncertainty. It's Deep Atlas' mission to make mineral imaging a standard analysis in modeling the deep subsurface.

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

### Definitions

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

- Documents:** All goods and materials made available by the Client to Deep Atlas, including samples, documents or data carriers, as well as all goods produced by Deep Atlas within the framework of the execution of the assignment, including documents or data carriers.
- Know-how:** Confidential knowledge of various company data in the broadest sense and including, but not limited to, drawings, designs, sketches, models, procedures, guidelines, methodologies, algorithms and software in which this knowledge is or will be embodied.
- Background Intellectual Property:** Any Intellectual Property, other than Intellectual Property which already is owned by one of the parties, arising in respect of the Technology, which is used by Deep Atlas in performing any Project / work in broadest sense of the word.
- Intellectual Property:** Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Client:** The natural or legal person who has entered into an agreement with Deep Atlas, or who intends to do so. The Client can also be the trustee. Where reference is made in these conditions to the Client, this also means any trustee.
- Party:** Both Deep Atlas and Client
- Personal data:** All data that is traceable to natural persons within the meaning of the General Regulation on Data Protection.
- Deep Atlas :** is Deep Atlas B.V. and/or associated legal entities, is the Limited Liability company established in Groningen the Netherlands, at Blauwborgje 31 (9747 AC), and registered at the Chamber of Commerce under the number: 81844867.
- Work activities:** All activities that have been commissioned, or which are carried out by Deep Atlas on a different basis, all this in the broadest sense.

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

## GENERAL PART

### Applicability

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

### Offer and acceptance

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

### Client data

- a. The Client is obliged to provide all information, not limited to information, knowledge and changes that Deep Atlas indicates are necessary, or that the Client should reasonably understand are necessary for the correct execution of the agreement, completely, on first request, at least in time and in the desired form and in the desired manner, free of charge to Deep Atlas. The above also applies if the data originates from third parties.
- b. Deep Atlas has the right to suspend the execution of the assignment until the moment that the Client has fulfilled the obligations referred to in the previous paragraph.
- c. If and insofar as requested by the Client, the documents made available will be released, subject to the provisions under article 11.
- d. Client is fully responsible for the delivery and return of its goods and data to- and from Deep Atlas' location, as well as its organisation. Costs related to delivery and return thereof made by Deep Atlas will be charged to the Client on the basis of the commercial rate.
- e. The Client guarantees that all information supplied by him is free of copyright or other rights and also free of toxics and (explosion) hazards. Deep Atlas has no obligation to investigate this, the full responsibility in this respect lies entirely with the Client. The client fully indemnifies Deep Atlas for claims from third parties in this respect.
- f. The Client guarantees the correctness of the data and documents provided by him and indemnifies Deep Atlas for damage resulting from incorrect or incomplete information.

### Execution of the agreement

- a. Deep Atlas has the right to have certain work carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby expressly excluded.
- b. Deep Atlas is entitled to execute the agreement in various phases and issue invoices for those parts that have been carried out separately.
- c. If during the assignment work has been carried out for the benefit of the Client, which is not covered by the work as agreed in the order confirmation, the relevant note in the administration of Deep Atlas is derived from the assumption that this work was carried out on an incidental assignment, without prejudice to the right of Deep Atlas to provide proof of this by other means.
- d. Deep Atlas supplies mineralogy imaging and permeability prediction information that can be used, in relation to other sources of information, in subsurface modeling. Client acknowledges that despite Deep Atlas's professional endeavours the Services to be rendered are limited. The output of the data are of a predictive nature, and, as a result, contain elements of uncertainty. The output consists of predictions and not statement of facts or claims. Deep Atlas does not guarantee that the output is correct or complete and the Client cannot derive any rights from these predictions. The Client should at all times interpret the predictions as advice.

### Confidentiality and Intellectual Property

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

### Force majeure

- a. Force majeure means circumstances, conditions and/or events, which cannot be influenced by any Party, which take place beyond the fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, which are temporarily or permanently prevent the execution of any obligation (other than payment obligations) under the Agreement, such as trade union strikes, epidemics, computer virus, program crash, war (declared or not declared), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other act of nature, provided that no cause or contribution to those events is given.
- b. In the event that the execution of obligations under the Agreement is temporarily prevented as a result of a force majeure, the force majeure will only have the effect of postponing the execution of those obligations (with the exception of payment obligations), and this fact shall not apply as a reason not to comply with the Agreement.
- c. If Deep Atlas cannot, not timely or not adequately fulfill its obligations under the agreement as a result of force majeure, such as but not limited to stagnation in the normal course of business within its undertaking, these obligations will be suspended until the moment that Deep Atlas is again able to meet these in the agreed manner without Deep Atlas being in default and without being obliged to pay any compensation.
- d. In the event that the execution of obligations under the Agreement is permanently prevented by a force majeure, or is temporarily prevented by a force majeure for a period that is expected to last at least 30 (thirty) days, then each Party is entitled to terminate the Agreement, without Deep Atlas being obliged to pay any compensation or costs

## Payment

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

## Complaints, claims

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

## Article 9A. Liability

Note in advance: Coronavirus COVID-19

The outbreak of the Coronavirus that can lead to the disease COVID-19 is a Pandemic and occurs worldwide. Companies and governments - worldwide - impose measures that lead to various obligations, prohibitions and adjustments. These measures are always subject to change and involve many uncertainties. Deep Atlas will of course make every effort to provide quotations that are as realistic as possible and to carry out planned Work in these dynamic times.

Events as a result of the coronavirus outbreak may mean that Deep Atlas cannot comply with certain legal and contractual obligations. For that reason, Deep Atlas excludes any liability for non-fulfilment or late fulfilment of contractual obligations insofar as these are the direct or indirect result of (measures regarding) the Coronavirus in the broadest sense of the word. Such as, but not limited to, the situation where in our opinion it is no longer responsible for our employees or the employees deployed to perform Work.

- a. The Client is liable for damage as a result of any accident and any event and as a result of the violation of another contractual or non-contractual obligation, with the exception of the deviations mentioned below and without prejudice to other provisions in these general terms and conditions for delivery. The Client will indemnify Deep Atlas against any claim for damages in this regard.
- b. The Client must indemnify Deep Atlas and hold it harmless against claims and fines as a result of acts and omissions of the Client that constitute an infringement of sanctions laws and/or regulations.
- c. Deep Atlas is not liable for damage and loss to items caused during the time that Deep Atlas or someone on behalf of Deep Atlas actually transports, processes, handles, rents, borrows, investigates, uses, stores or for whatever reason has these items in their possession. Deep Atlas is not liable for damage resulting from the property damage.
- d. For material damage to goods delivered by or under the responsibility of Deep Atlas, (whether or not including material supplied by or on behalf of the Client), the liability is limited to the re-execution of the assignment. If it is not possible to carry out the assignment again, the liability is limited to the invoice value for the relevant assignment, or in the case of a partial assignment, the invoice value of the relevant partial assignment, or in the case of monthly invoicing, the invoice value of the month in question with a maximum of 30 days.
- e. The Client indemnifies Deep Atlas against all third-party claims for product liability as a result of a defect in a product that was delivered by the Client to a third party and that (partly) consisted of products and/or materials supplied by Deep Atlas.

- f. The Parties are not mutually liable for each other's indirect, immaterial or consequential damage, such as but not limited to loss of profit, business interruption, reputation damage and missed assignments. This with the exception of loss of rent and lost rent from Deep Atlas and unless this is caused by intent or gross negligence on the part of the other party.
- g. Client is fully responsible for, and will release, indemnify and hold harmless Deep Atlas and its affiliates from, and hold harmless against, all claims, losses, damages, costs (including legal fees), expenses and other obligations arising from pollution and/or contamination arising from or related to the execution of the agreement when:
  - the aforementioned pollution and/or contamination takes place in the Work area of the Client and its affiliated companies; or
  - the pollution and/or contamination referred to originates or arises from the property of or equipment owned by, leased or rented by – whether or not from Deep Atlas – the Client and its affiliated companies.
  - If and insofar as any liability falls on Deep Atlas, for whatever reason, this liability is at all times limited to a maximum amount of EUR 2,500,000 per event or series of events with the same cause of damage.
- h. In any case, Deep Atlas's liability lapses in its entirety if the Client, as soon as it becomes aware of circumstances for the first time, does not report this within a reasonable time, or if the Client does not act or omits actions to prevent further damage.
- i. The Parties cannot invoke limitations on liability if and to the extent that loss or damage is the result of gross negligence or wilful misconduct on the part of the other party, or its affiliates
- j. The Parties are liable to third parties as determined by Applicable Law. For the purposes of this article, “third parties” are understood to mean any party that is not part of the Client and its affiliates or Deep Atlas and its affiliates.

#### **Article 9B. Liability in connection with offshore, oil, gas and geothermal**

- a. With regard to activities in the offshore and/or the oil, gas and geothermal industry, the provisions as referred to in this article also apply, with the exclusion of paragraphs c and d of Article 9A.
- b. The Client is responsible for, and will release, indemnify and hold harmless Deep Atlas and all affiliated companies from and against all claims, losses, damages, costs (including legal costs), expenses and other obligations due to:
  - loss of, or damage to, the property of the Client and its affiliates, whether owned or leased by the Client and its affiliates;
  - personal injury, including death or illness of subordinates of the Client and its affiliates;
  - arising from or related to the performance of the Agreement;
- c. Deep Atlas is responsible for, and will release, indemnify and hold harmless Client and its affiliates from, and hold harmless against, all claims, losses, damages, costs (including legal fees), expenses and other obligations due to:
  - loss of, or damage to, the property of Deep Atlas and its affiliates, whether owned or leased by Deep Atlas and its affiliates;
  - personal injury, including death or illness of employees of Deep Atlas and its affiliates;
  - arising from or related to the performance of the Agreement.
- d. With respect to third party claims, the party that caused the damage shall be responsible for, and shall release, indemnify, and hold harmless the other party against all: claims, losses, damages, costs (including legal fees), expenses and other obligations arising from personal injury, including death or illness and loss of or damage to property of such third parties, insofar as and to the extent that such injury, loss or damage results from an act or omission, including negligence of the party that caused the damage.
- e. The Client guarantees that all parties engaged by the Client have signed the mutual indemnification agreement of Nogepe – known as: 'MIA Mutual Indemnity Agreement' – and that they are sufficiently insured in this regard.

#### **Duration and termination**

- a. The agreement is entered into for an indefinite period of time, unless it follows from the nature or scope of the assignment that it has been entered into for a definite period of time.
- b. The parties have the right to terminate the agreement with due observance of the provisions included in this article, with cancellation always taking place towards the end of the month.
  - For agreements with an unlimited term, a notice period of 2 months applies.
  - For agreements with a limited deadline in principle, but which are tacitly extended, a notice period of 2 months before the end of the extended period.
  - Agreements with a limited term, such as a full project agreement, cannot be terminated prematurely.
- c. The parties have the right to terminate this agreement immediately and without having to give notice to the other party in case:

- The other party has applied for a suspension of payments or is declared bankrupt;
  - The other party sells or transfers its business to a third party and/or loses direct control over its business.
- d. Each of the parties has the right to terminate this agreement in the event that it is proven that:
- a material breach of trust has arisen;
  - continuation of the agreement according to standards of reasonableness and fairness is unacceptable.
- e. Parties always have the opportunity to mutually agree to another notice period if the circumstances of the case justify this.

#### **Suspension / retention**

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

#### **Personal data**

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

#### **Change clause**

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

#### **Penalty clause**

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

#### **Evergreen clause**

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

#### **Applicable law and competent court**

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

## **SPECIAL PART OPERATIONAL TASKS ON LOCATION**

### **Provisions concerning the location where the work is carried out**

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

### **Liability and insurance**

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

### **Permits and other official costs to be incurred**

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

### **Safety**

- a. Under no circumstances are Deep Atlas and the employees deployed by it obliged to carry out activities, instructions and/or directions of any party if, in the sole reasonable opinion of Deep Atlas or its employees, this is unsafe and/or potentially endangers life or property. Deep Atlas and its employees are at all times authorised to stop the Work if, in the exclusive reasonable opinion of Deep Atlas or its employee(s), an unsafe situation occurs, or if there is a potential danger to life or property, without Deep Atlas being obliged to pay any damage or reimburse costs.
- b. The Parties will act in accordance with all rules, regulations, arrangements and measures (including the Risk Assessment & Evaluation) with regard to safety, environment, health and working conditions. The Client will ensure that the working conditions at the Location (in particular with regard to health and safety) are properly

and fully in accordance with the required standards and in full compliance with local regulations and requirements.

- c. Deep Atlas itself will provide a basic set of CE-marked and ISO/EN-standardised clothing and PPE. A basic set of PPE is understood to mean:
- Helmet
  - Gloves
  - Safety (sun)glasses
  - Work shoes.

d. The Client is obliged to provide CE-marked and ISO/EN-standardised, effective and appropriate project-specific clothing and PPE.