

General Terms and Conditions for Temporary Personnel Hire of Boskalis

These General Terms and Conditions for Temporary Personnel Hire apply to all Work Orders, entered into by Boskalis with its Suppliers for providing Services as described below.

Article 1. Definitions

In these general terms and conditions and the Work Orders of Boskalis under which these Work Orders are declared applicable, the following definitions have the meanings as described in further detail in this article:

General Terms and Conditions:	These General Terms and Conditions for Temporary Personnel Hire.
Boskalis:	The Boskalis entity defined in the Work Order, which enters into the Work Order with the Supplier.
Boskalis Group:	The group of companies directly or indirectly affiliated with Baggermaatschappij Boskalis B.V.
Compensation:	The amount or the amounts and/or rates paid by Boskalis to the Supplier for performing Services as stated in the Work Order.
Services:	The services describing temporary hiring to be delivered by the Supplier pursuant to the Work Order, i.e. making a Temporary Personnel available (as defined below) to Boskalis, with the object of having the Temporary Personnel perform certain activities for Boskalis, as laid down in further detail in the Work Order.
Supplier:	The party that enters into a Work Order with Boskalis for performing Services to Boskalis.
Party:	Either Boskalis or the Supplier.
Parties:	Boskalis and the Supplier jointly.
Special Conditions:	Specific modifications or additions to the General Terms and Conditions, agreed upon between the Parties and documented separately. These Special Conditions form an integral part of the Work Order and should be read in conjunction of the General Terms and Conditions.
Temporary Personnel:	The natural or legal person made available by the Supplier to Boskalis under Temporary Hiring. This is understood to mean a person (self-employed, employee or otherwise) who, on the basis of employment, a contract for services or otherwise, is engaged for executing the Work Order. The natural or legal person is not employed by Boskalis, but are assigned by the Supplier to Boskalis.
Work Order:	The Services laid down in writing under which the Supplier commits itself towards Boskalis to perform Services, legally to be qualified as a contract for services as set out, Title 7, Book 7, of the Dutch Civil Code.

Article 2. Applicability

- 2.1 These General Terms and Conditions, along with the Special Conditions apply to all Work Orders with Boskalis for the provision of Services. The Supplier declares it has taken cognisance of the provisions included in these General Terms and Conditions. These General Terms and Conditions comprise the terms and conditions and the general arrangements between the Parties. The specific arrangements are included per deployment of the Temporary Personnel. The Supplier's general terms and conditions are explicitly rejected by Boskalis and are not applicable.
- 2.2 Deviations from and additions to these General Terms and Conditions will only be valid if explicitly agreed upon in writing between Boskalis and the Supplier, and documented accordingly in the Special Conditions.
- 2.3 In the event of any inconsistencies between the provisions of the General Terms and Conditions, the Special Conditions and the Work Order, the following ranking will apply, with the document first mentioned having the highest priority:
 - a) The Work Order;
 - b) The Special Conditions;
 - c) The General Terms and Conditions.

- 2.4 If one or more provisions of these General Terms and Conditions, the Special Conditions and/or the Work Order are found to be invalid, this will not affect the validity of the other provisions of the General Terms and Conditions, the Special Conditions and/or the Work Order. In that case, the Parties will seek to agree on a new, valid provision that is as close as possible to the invalid article within the purport of the Work Order.

Article 3. Realisation, duration and termination of the Work Order

- 3.1 The Work Order takes effect once the Supplier has accepted the General Terms and Conditions and Parties have signed the Work Order in writing as set out in Article 3.2 below.
- 3.2 A Work Order is drawn up by Boskalis and sent to the Supplier. The Supplier shall sign the Work Order and promptly return it to Boskalis, at which point the Work Order will be concluded. If the Temporary Personnel commences with performing the activities or if the Supplier commences with providing the Services without the Supplier having signed the Work Order and/or returned it to Boskalis in compliance with the previous sentence, the Work Order will be considered to have been accepted through implied consent, based on the version of the Work Order initially sent to the Supplier.
- 3.3 The Work Order is entered into for the period as laid down in the Work Order. The Work Order ends automatically by the mere expiry of the duration agreed upon and will never be renewed automatically. The Parties may agree to extend the Work Order for a fixed period, under the same terms and conditions. If the Work Order specifies that temporary hiring is tied to a specific Boskalis project, the Work Order will terminate immediately upon the completion of that project.
- 3.4 If the Supplier is in breach with respect to executing the Work Order and/or does not comply with one or multiple obligations under the Work Order, Boskalis will be allowed to notify the Supplier of this in writing and, to the extent that correction of the non-compliance is possible and necessary in the opinion of Boskalis, will give the Supplier the opportunity to correct the non-compliance within a reasonable term determined by Boskalis. If the correction does not take place within the reasonable term afore-mentioned, or if, in the opinion of Boskalis, correction of the non-compliance is impossible, or if, in the opinion of Boskalis, correction of the non-compliance is substantial to the extent that it is a valid reason for immediate termination of the Work Order, Boskalis will be entitled to terminate the Work Order with immediate effect and without judicial recourse at any moment, without prejudice to the right of Boskalis to demand damages.
- 3.5 Boskalis is entitled at all times to terminate the Work Order in whole or in part, without stating any reasons, free of charge and without any further liability towards the Supplier.
- 3.6 Boskalis will be entitled to terminate the Work Order with immediate effect in whole or in part in the event of bankruptcy, change of ownership or suspension (moratorium) of payment of the Supplier.
- 3.7 In the event of termination of the Work Order as set out in this Article 3.4 and 3.6, Boskalis will be entitled to offer the Temporary Personnel a contract of employment and employ the Temporary Personnel without any additional compensation to the Supplier. The Supplier guarantees and ensures that the Work Order between the Supplier and the Temporary Personnel does not include any provisions that restrict or thwart the foregoing in any way whatsoever.

Article 4. General

- 4.1 Boskalis makes use of a Vendor Management System (VMS). The Supplier shall cooperate and make use of this system against provided information of, and instructions from Boskalis.
- 4.2 The Supplier makes every effort as a good Supplier to ensure that the desired results under the Work Order are achieved for Boskalis. Without Boskalis' written consent, the Supplier is not permitted to have the entire Work Order or any part of it executed by a third party.
- 4.3 The Supplier executes the Work Order in conformity with the expertise that may be expected from an experienced Supplier in the performance of such Services, and the Supplier, including its Temporary Personnel complies with all standing rules, codes of conduct, safety regulations et cetera imposed by Boskalis, as stated in Article 14 of these General Terms and Conditions.
- 4.4 Boskalis is entitled to give reasonable instructions with respect to the performance and result of the activities. The Supplier is responsible for ensuring that the Temporary Personnel observes such instructions given by Boskalis.
- 4.5 The Parties explicitly agree that after a period of 1,600 hours or, if this is earlier, at expiry of the agreed term of temporary hiring, Boskalis will be entitled to offer the Temporary Personnel a contract of employment and employ the Temporary Personnel without any additional compensation or liability towards the Supplier. The Supplier guarantees and ensures that the Work Order between the Supplier and the Employee does not include any provisions that restrict or thwart the foregoing in any way whatsoever.
- 4.6 The Supplier is not authorised to transfer rights or obligations arising from the Work Order in whole or in part to any third party, without the prior written consent of Boskalis.
- 4.7 Boskalis is entitled to postpone or suspend the execution of the Work Order reasonably and free of charge, by a written declaration to that effect to the Supplier.

- 4.8 For the purposes of MLC 2006 only, any Temporary Personnel who performs Services offshore onboard a vessel shall be considered a seafarer if they have, or are required to have, a seaman's book. The Work Order whereunder such Service will be performed by the Temporary Personnel shall constitute a 'seafarers employment Work Order' in accordance with the MLC 2006.

Article 5. Onboarding / Pre-employment screening

- 5.1 Prior to the commencement of the Work Order, Boskalis may screen the Temporary Personnel.
- 5.2 Screening includes, but is not limited to, verifying the identity, education, work experience and obtaining references, as well as performing background checks, if applicable and permitted under the relevant legislation.
- 5.3. The Supplier ensures that the Temporary Personnel cooperates in the screening process.
- 5.4 Within a reasonable term, Boskalis informs the Supplier and the Temporary Personnel with respect to the results of the screening. The Supplier cannot derive any rights from the screening.
- 5.5 If the screening is completed with a negative result, Boskalis will be entitled to terminate the Work Order with immediate effect. In that case, Boskalis will not be held to pay the Supplier any compensation. Any hours worked at Boskalis by the Temporary Personnel will remain for the Supplier's account.
- 5.6 The Supplier warrants that the Temporary Personnel provided:
- Is not a Designated Person as defined in Article 17.1 and/or;
 - Have no criminal record or any history that would pose a risk to the safety, reputation or interests of Boskalis.

Article 6. Quality and training

- 6.1 The Supplier is responsible for the quality and availability of the Temporary Personnel.
- 6.2 If, whether or not at the request of Boskalis, the Temporary Personnel(s) need(s) specific training or compulsory certificates to be able to and be allowed to perform the activities, the Supplier will ensure that the Temporary Personnel(s) will take the specific training and/or obtain the certificates, and the costs and hours involved will remain for the Supplier's account.

Article 7. Substitute

- 7.1 If the Temporary Personnel cannot be hired out to Boskalis any longer, or if Boskalis asks for a substitute Temporary Personnel, the Supplier will do its utmost to nominate an adequate substitute Temporary Personnel to Boskalis. Boskalis is not held to make use of this substitute Temporary Personnel.
- 7.2 If a substitute Temporary Personnel is deployed, the costs associated with training or familiarizing the new Temporary Personnel will not be borne by Boskalis for a period of up to ten working days. A new Work Order will need to be established between the Parties prior to start date.

Article 8. Compensation

- 8.1 The Compensation (including the prices and rates used) as stated in the Work Order is fixed during the term of the Work Order, exclusive of VAT (or similar tax) and includes all costs incurred by the Supplier with respect to the obligations under the Work Order and these General Terms and Conditions and delivering the Services, as well as the Temporary Personnel-related costs, including (but not restricted to) labour costs, personnel expenses, wage tax, and national and employee insurance contributions.
- 8.2 The Compensation is based on workable hours per day. The days on which the Temporary Personnel works at or for the benefit of Boskalis are charged per hour. The Supplier is entitled to invoice only the hours worked as described in the Work Order at a rate of 100%. Overtime work, in whatever form, cannot be invoiced, unless if explicitly agreed on in writing in advance.
- 8.3 The time spent on the following activities will not qualify for compensation, unless agreed on otherwise in the Work Order:
- Travelling between home and work;
 - Breaks;
 - Time for administration of the Temporary Personnel or administration for the benefit of the Supplier;
 - Giving – or receiving – guidance to or from or on behalf of the Supplier.
- 8.4 In the Work Order, it is stated whether travelling expenses (work-work), overtime, hours outside regular working hours, stand-by shifts and/or compensation for the Temporary Personnel's shifts qualify for compensation and, if so, at which rates. If such costs are not specifically stated in the Work Order, they will be deemed included in the Compensation set out in the Work Order.
- 8.5 If and to the extent that it is set out in the Work Order, costs and expenses incurred by the Temporary Personnel in the performance of the activities will qualify for compensation against actual costs and at all times on the condition that the Supplier submits a statement of expenses approved by Boskalis.

Article 9. Hour registration, Invoicing and payment

- 9.1 The Temporary Personnel records the hours worked in an hour registration system of Boskalis. Boskalis assesses the hours and will approve them if correct.
- 9.2 Invoicing by the Supplier is afterwards per four-week period (28 days) for the part of the Compensation the Supplier is allowed to invoice on the basis of the Work Order with respect to the preceding period, unless different invoicing and/or payment moments have been agreed in the Work Order. The email address for sending the invoice, with the relevant hour statements signed by Boskalis, will be confirmed by Boskalis in the Work Order. The Supplier draws up its invoices and sends these, together with signed/approved hour statements by Boskalis, to Boskalis in compliance with the invoice requirements of Boskalis.
- 9.3 Only the hours worked and costs incurred by the Temporary Personnel within a term of six months after the Services were performed and/or the costs were incurred, will qualify for invoicing. After expiry of the term, the Supplier's right to claim payment from Boskalis will lapse.
- 9.4 Boskalis will notify the Supplier of objections to an invoice in writing and with the reasons stated.
- 9.5 Payment of undisputed invoices takes place within 45 days after the date on which the invoice and the related hour statements signed by Boskalis have been received. Boskalis is entitled to settle its payment obligation towards the Supplier with any claims of Boskalis or Group companies of Boskalis on the Supplier, for whatever reason.
- 9.6 Invoice must comply with Section 35 and 36 of the 1968 Dutch turnover Tax Act (Omzetbelasting) or similar applicable legislation.

Article 10. Announcements and communication

- 10.1 The Supplier is held to address the communication and/or announcements concerning the Services to, and maintain such communication with, the Boskalis contact mentioned in the Work Order. In addition to the foregoing, and in the event that no Boskalis contact is mentioned in the Work Order, the Supplier will (also) address the communication and/or announcements concerning the Services to, and maintain such communication with, the Boskalis Flexdesk, at email address flexdesk@boskalis.com. The Supplier cannot derive any rights from announcements and/or communication with any other persons of the Boskalis Group.
- 10.2 Communication and announcements by and/or between the Parties concerning the Services have to be in writing. 'Writing' also includes by email or any other means of communication that can be considered equal to this in view of the state of technology and generally acceptable standards.

Article 11. Liability and insurance

- 11.1 The Supplier is liable for damage Boskalis suffers due to a Supplier's attributable shortcoming in complying with its obligations pursuant to these General Terms and Conditions and the Special Conditions as well as the Work Order.
- 11.2 The Supplier's liability pursuant to this article does not exceed the maximum coverage under the Supplier's professional liability insurance or, if no insurance coverage applies, a maximum of €2,500,000.00 per claim. This restriction of liability does not apply with respect to claims for damages due to damage or loss of property of Boskalis, death or personal injury and/or, in the event of intent or gross negligence of the Supplier or its engaged Temporary Personnel/third parties and/or in the event of violation of intellectual property rights and/or in the event of violation of the confidentiality obligation.
- 11.3 Neither Party is liable towards the other Party for indirect damage, including lost profit, missed savings, decreased goodwill and/or consequential damage, unless in the event of intent or gross negligence.
- 11.4 The Supplier accepts full responsibility and liability for all claims, costs, damage or liability arising from or related to injury, sickness, death or any other form of damage inflicted on the Temporary Personnel, or caused by the Temporary Personnel, during the performance of the Services within the framework of these General Terms and Conditions, Special Conditions and Work Order, and the Supplier indemnifies and hold harmless Boskalis from and against such claims, costs, damages or liabilities. The Supplier maintains a proper employee liability insurance during the full term of this Work Order and includes Boskalis as a co-insured in such policies. Furthermore, the Supplier immediately informs Boskalis about any amendments to or terminations of such insurances.
- 11.5 *Knock-for-knock*. The following article applies exclusively with respect to accommodation and/or activities by the Temporary Personnel on board a vessel or at locations offshore or at sea:
In this Article 11.5:

'Boskalis Group' refers to Boskalis as well as shareholders and group companies, Suppliers and (sub) contractors of Boskalis (except those belonging to the Supplier Group), as well as managing directors and employees of all afore-mentioned persons and entities.

'Supplier Group' refers to the Supplier as well as shareholders and group companies of the Supplier, as well as managing directors and employees of all afore-mentioned persons and entities.

'Medical expenses, funeral expenses and repatriation expenses' comprise hospital expenses, medical expenses and/or funeral expenses, as well as expenses for repatriation, related to accidents, injury, sickness or death of a person, arising from accommodation on board a vessel or offshore.

The Supplier indemnifies and has no recourse against the Boskalis Group for claims to damages with respect to personal injury, sickness or death, medical expenses, funeral expenses and repatriation expenses with respect to the Temporary Personnel.

Boskalis indemnifies and has no recourse against the Supplier Group for claims to damages with respect to personal injury, sickness or death, medical expenses, funeral expenses and repatriation expenses with respect to the employees of the Boskalis Group.

The Parties agree that this 'knock-for-knock' article applies without prejudice to neglect, gross negligence or intent by the Supplier, Temporary Personnel or employees of the Boskalis Group.

Without prejudice to the insurance provisions of Article 11.6, the Supplier commits itself to take out an insurance coverage for personal injury, sickness or death, medical expenses, funeral expenses and repatriation expenses with respect to the Temporary Personnel, valid throughout the Temporary Personnel's stay on board or offshore, which insurance coverage requires the approval of Boskalis before the Work Order is entered into. In the insurance(s), the Boskalis Group needs to be stated as a co-insured, and the insurance(s) has/have to include a waiver of the right of recourse by the insurer(s) for the benefit of the Boskalis Group.

- 11.6 The Supplier is held to take out an insurance in a way that is customary in the market and in conformity with local legislation and to remain insured against the risks arising from and associated with the agreed obligations and responsibilities under the Work Order, with a minimum coverage of €1,000,000.00 per event and €2,500,000.00 per year, including:
- Professional liability;
 - Corporate liability (including liability for damage inflicted on persons or Boskalis property);
 - Employer's liability;
 - Insurance coverage for personal injury, sickness or death, medical expenses, funeral expenses and repatriation expenses with respect to the Temporary Personnel, valid throughout the Temporary Personnel's term of contract as agreed under the Temporary Personnel's Work Order, which insurance coverage requires the approval of Boskalis before the Work Order is entered into.
- The costs of these insurance(s) which the Supplier has to pay are included in the agreed rates as included in the Work Order.
- 11.7 The Supplier's insurances in accordance with this article, are to provide for primary coverage and do not contribute to any other insurances taken out by Boskalis.
- 11.8 Before the Service is delivered by the Temporary Personnel, the Supplier has to give Boskalis an insurance certificate and submit a proof of payment.
- 11.9 The insurances offered by the Supplier are to include Boskalis as a co-insured. Additionally, all insurance policies include a waiver of recourse by the insurers for the benefit of Boskalis.

Article 12. Intellectual property rights

- 12.1 All property rights and all other rights of intellectual or industrial property as well as similar rights, including (but not restricted to) copyrights, neighbouring rights and rights to the protection of databases, information and/or performance, with respect to results (including drawings, calculations, designs, goods or products) arising under or in relation to the Work Order by the Supplier or the Temporary Personnel belong to Boskalis exclusively.
- 12.2 The Supplier undertakes to:
- Ensure that before commencement of the activities the Temporary Personnel submits to Boskalis a statement in which the Temporary Personnel declares he/she will cooperate in the transfer of all (intellectual) property rights as set out in Article 12.1; and
 - At the first request, will cooperate fully with Boskalis (including signing and submitting the required documentation or statements) to comply with the provisions of Article 12.1.

Article 13. Confidentiality

- 13.1 The Supplier is to observe strict confidentiality about everything coming to their knowledge in the execution of the Work Order and are not to disclose this information to any third party, unless and to the extent necessary for executing the Work Order and to the extent that Boskalis' written consent has been obtained. The Supplier is held to enter into a similar confidentiality article with the Temporary Personnel. Confidential information is only shared by Boskalis on a need-to-know basis.

- 13.2 The Supplier is not entitled, unless Boskalis' prior written consent has been obtained, to mention neither the name of Boskalis in its press and publicity communications nor an indication of the nature of the Work Order.
- 13.3 The Supplier ensures that before commencement of the Work Order the Temporary Personnel performing the activities for Boskalis under the Work Order signs a confidentiality agreement with Boskalis as attached, which is sent to Boskalis immediately after it has been signed.
- 13.4 Documents, information carriers and/or business resources received by the Supplier or Temporary Personnel from Boskalis, remain the property of Boskalis and are to be returned to Boskalis after the end of the Work Order, within five working days upon termination of the Work Order or to be destroyed at the latter's request in writing.
- 13.5 The confidentiality obligation continues for five (5) years upon termination of the Work Order.

Article 14. Safety and health standards, NINA, Privacy & Supplier Code of Conduct

- 14.1 As part of the Boskalis Group, Boskalis, is held and subject to the NINA safety regimen ('No Incidents, No Accidents') and the Boskalis 'Way of Working', including the regulations and requirements of Boskalis concerning safety, health, the environment and quality. Both can be consulted on www.Boskalis.com/NINA.
- 14.2 During the execution of the Work Order, the Supplier is subject to the NINA safety regimen and all regulations and the Supplier Code of Conduct. The Supplier ensures that its Temporary Personnel(s) is/are up to date with the NINA safety regimen and the regulations and requirements under the Boskalis Code of Conduct and that the Temporary Personnel(s) behave(s) in full compliance with these.
- 14.3 Both Parties are held to treat all (personal) data concerning the Temporary Personnel confidentially and process it in compliance with the applicable provisions of the relevant legislation on privacy, such as the General Data Protection Regulation Act, (GDPR regulation 2016/679).
- 14.4 The Supplier declares that by entering into the Work Order it has taken cognisance of and fully complies with the most recent version of the 'Supplier Code of Conduct' of Boskalis, which can be found on the web site <https://boskalis.com/download-center.html> under 'Corporate Social Responsibility', and the Supplier agrees that every violation of it by the Supplier or any third party it engages (including the Temporary Personnel) is a valid reason for Boskalis to dissolve the Work Order immediately.

Article 15. Applicable law and dispute settlement

- 15.1 The laws of the Netherlands exclusively apply to these Work Order, Special Conditions and General Terms and Conditions.
- 15.2 Any disputes related to a Work Order or these General Terms and Conditions will be settled initially by the competent Court in Rotterdam.

Article 16. Payment Turnover Tax and Wage Tax

- 16.1 In the event that the Temporary Personnel is employed by the Supplier, the Supplier guarantees the following:
 - a) The mandatory social security premiums (employer's share and employee's share) and applicable wage tax (or a foreign (non-Dutch) equivalent of it) to be paid with respect to the Temporary Personnel are paid in full and in a timely manner to the Dutch Tax and Customs Administration (or a foreign (non-Dutch) equivalent of it) by the Supplier;
 - b) The turnover tax to be paid on the Compensation is paid in full and in a timely manner to the Dutch Tax and Customs Administration (or a foreign (non-Dutch) equivalent of it) by the Supplier;
 - c) The Temporary Personnel's wage and labour conditions comply with the applicable obligations and regulations imposed by the applicable legislation and regulations (in the Netherlands including the Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs, WAADI) as well as the Act on Sham Arrangements (Wet aanpak schijnconstructies, WAS). On that account, the Supplier is held to comply with any provisions of the Collective Labour Work Order (CLA) applicable to the activities;
 - d) At Boskalis' first request, the Supplier can furnish evidence that the requirements above have been met.
- 16.2 In the event that the Temporary Personnel is self-employed (with or without employees), the Supplier guarantees the following:
 - a) The obligations under the respective legislation and regulations with respect to the Temporary Personnel are properly complied with, and it can furnish evidence for this at Boskalis' first request (including mandatory tax, social security or related payment at the work location stated in the Work Order);
 - b) An approved contract for services for the Netherlands (or an equivalent of this that is valid outside the Netherlands) is used;
 - c) Proper and full screening is used by the Supplier with respect to the Temporary Personnel's company, such as proper registration, tax payments, etc.

If so asked, the Supplier will allow the authorised institutions access to all aspects concerning the Temporary Personnel, such as, but not exclusively, the regulations with regard to terms of employment, screening, et cetera, and will cooperate in checks, audits and/or wage validation.

- 16.3 If the obligations in Article 16.1 and/or 16.2 above are not complied with by the Supplier:
- a) Boskalis will be entitled, at its discretion and without the Supplier having the possibility of calling Boskalis to account on the basis of not complying with any obligation under the Work Order, to suspend every payment by Boskalis to the Supplier until the Supplier has corrected the non-compliance to Boskalis' reasonable satisfaction and in conformity with the requirements under the applicable legislation and regulations; and
 - b) The Supplier will be fully liable for all damage incurred by Boskalis due to the Supplier's non-compliance with its obligations pursuant to this article, and the Supplier fully indemnifies Boskalis against any claim by a third party (including the Temporary Personnel(s) and public authorities) towards Boskalis with respect to the non-compliance by the Supplier.
- 16.4 Unless explicitly agreed otherwise in writing in the Work Order, the Supplier is to have a blocked account (G-account) or equivalent at the location where the Supplier is established. Boskalis reserves the right to use the G-account (or a foreign equivalent) to settle the obligations with respect to the Supplier's approved invoices. The amount of these payments is at least 25% of the invoice amount (including turnover tax).

Article 17. Sanctions

- 17.1 For the purposes of this Article 17:
- "Designated Person"** shall mean a person that is listed on the European Union's "Consolidated list of persons, groups and entities" subject to Sanctions Laws, the "Consolidated List of Financial Sanctions Targets" issued by the Her Majesty's Treasury of the United Kingdom, or the "Specially Designated Nationals and Blocked Persons" list issued by Office of Foreign Assets Controls of the US Department of the Treasury or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- "Sanction Laws"** shall mean any financial or trade sanctions implemented, administered or enforced by the United Nations, the United States government, the European Union, the United Kingdom or the respective governmental institutions and agencies of any of the foregoing or any other institution or agency that implements, administers or enforces applicable sanctions laws, together the "Sanctions Authorities".
- 17.2 Supplier undertakes that it, and any of its Affiliates:
- a) Is not a Designated Person, is not owned or controlled by a Designated Person, or does not act directly or indirectly on behalf of a Designated Person and it is not otherwise a direct or indirect target of Sanctions Laws; and/or
 - b) Has not or will not violate any Sanctions Laws, and will not cause Boskalis to violate any Sanctions Laws applicable to the other Party; and/or
 - c) Will exercise reasonable due diligence to avoid dealing with a Designated Person or using any funds to fund any activity that would contravene Sanctions Laws.
- 17.3 Supplier shall immediately report to Boskalis any suspected violation of Sanctions Laws of the Supplier or any of its Affiliates and fully co-operate with any enquiries Boskalis may have to establish if a violation of Sanctions Laws has occurred.
- 17.4 A breach of this Article 17 shall be deemed a material breach that is not remediable and shall entitle Boskalis to terminate any Work Order immediately by written notice.
- 17.5 The Supplier shall indemnify Boskalis against, and shall pay to Boskalis a sum equal to, all liabilities, damages, losses, interest, penalties and reasonably and properly incurred costs and expenses (calculated on a full indemnity basis) suffered or incurred by Boskalis arising out of or in connection with any of the following matters:
- (a) Any failure by the Supplier to comply with this Article 17; or
 - (b) Any complaint; action; investigation; inquiry; enforcement, administrative or regulatory proceeding; litigation; or prosecution alleging any contravention of Sanctions Laws has occurred or may have occurred, in whole or in part, where such allegation involves in any way the Supplier or any of its current or former directors, officers, shareholders, employees, agents, sub-contractors, distributors or any person who performs or has performed services for it or on its behalf.