

Juni 20, 2018

**Agreement on MÆRSK INSPIRER
rigmove and shipyard stay in Norway**
MAERSK DRILLING NORGE AS (MDN)
MAERSK ANSATTES FORENING (MAF)

PROTOCOL

Presented during the negotiations:

For the company: Astrid H. Ivesdal and Hilde F. Svendsen

For the local union: Frode Larsen, Jørn B. Hansen and Bår Inge Pedersen

Agreement on manning, wages and working conditions in connection with Mærsk Inspirer's rigmove and stay at shipyard in Norway

The drilling rig Mærsk Inspirer will leave Grenå in Denmark in Q3 and transit to Hanøytangen in Norway for further stay at shipyard before moving on to Aker's shipyard in Egersund. This agreement shall determine the terms and conditions of employment of MDN employees and MD employees affiliated with Mærsk Inspirer via Letter of Assignment in connection with the rigmove of Mærsk Inspirer from Grenå to Hanøytangen as well as during a shipyard stay at Hanøytangen and in Egersund. The agreement will be applicable for the period from the rig being manned up in Grenå and until it is in operation, expected at New Year 2020.

MDN is going to crew the rig from the transit from Grenå. This will be with personnel currently employed by MDN, to be reinstated in MDN according to agreements, or in other way will be affiliated to MDN when Mærsk Inspirer arrives in Norway.

This agreement applies to all MDN employees and MD employees attached to the rig via Letter of Assignment, and which have their workplace at Mærsk Inspirer during the above defined period, where they will maintain their employment as if the rig were in normal operation on the Norwegian Continental Shelf.

MDN and MAF agree that the current Collective Agreement and Basic Agreement between Industri Energi (IE) and the Norwegian Shipowners' Association (NR), with amendments and additions as stated in this agreement, is to be regarded as wages and working agreement for work in this regard. The main agreement between IE and NR as mentioned in the above section applies in its entirety.

MAF expects that corresponding wages and working conditions will be made applicable to the catering service onboard. The company will evaluate alternative solutions for accommodation operations of rig while it is located at the yard, both at Hanøytangen and in Egersund.

Amendments to the Collective Agreement:

Section 1 is replaced by: The provisions apply to employees employed in Maersk Drilling Norge AS on the drilling rig Mærsk Inspirer and employees affiliated to Mærsk Inspirer via Letter of Assignment, for the defined period.

Section 3.3, 7th paragraph, 1st sentence is replaced by: Waiting time (leisure time) applies only when accommodation during the stay is onboard the rig or at premises of the yard and is paid for by the hourly rate (monthly salary / 146) per hour. Reference is made to the explanation to the protocol dated 28 May 2014 from the central Settlement.

Section 3.3, 7th paragraph, 2nd sentence is replaced by: If waiting time compensation is justified in accordance with clause 3.3, 7th paragraph, 1st sentence, the waiting time is calculated from the time fixed for departure, or after 14 days from the time the period on board started.

Section 14.6, 1st paragraph, 2nd sentence is replaced by: Expenses relating to travel from shipyard to residence and possible return, are of no concern to the company, unless otherwise agreed.

It is further agreed that where the Collectice Agreement refers to a heliport, the shipyard will be considered as meeting place in connection with the stay at the shipyard.

Accommodation

Employees encompassed by this agreement are expected to be accommodated on board Mærsk Inspirer in Grenå, Hanøytangen and in Egersund. If there is an additional exposure to noise, employees will be considered moved from the rig. Transport between rig and airport will be arranged by MDN for those concerned.

Taxation

The company takes into account the tax related conditions as a result of a short assignment at the end of the shipyard stay in Grenå, Denmark. Individual remunerated employees will not be treated inferior related to their personal taxes than if working in Norway (own memo).

Start-up of personnel in permanent rotation from Innovator Relief Pool or Relief Pool

The basic rule is that personnel scheduled as part of a permanent crew on Mærsk Inspirer will be transferred to this agreement at first hitch in fixed rotation (2-4). The start of the hirsch is calculated from the date the employee is asked to meet, even if the actual startup on the rig is delayed due to operational reasons. The account of individual will be settled from the current agreement the employee is working on from this date.

A settlement of accounts will be made when the employee re-starts in fixed rotation, how much time worked during the settlement period compared to 1/3 is compensated for by lost time in accordance with the agreement.

The parties also agree on the following:

The Safety Service will continue with crew safety meetings, joint safety meetings, safety delegates meetings, WEC and HSE meetings as if the rig was in operation on the shelf. Correspondingly, all routines for reporting of unwanted incidents and accidents are maintained.

In case of unwanted incidents and/or accidents that are normally reported to MDN Onshore Organization, this should be reported to MDN Onshore Organization as usual from the rig. The Filter Group for audits should also be notified in cases that are usually reported to PSA. If the filter group finds it necessary, the incidents should be examined in the same way as if the rig was in operation on the Norwegian shelf.

This agreement may be terminated by both parties with one month's notice.

Forus, June 20, 2018

for MAERSK DRILLING NORGE AS for MAERSK EMPLOYEES ASSOCIATION

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