

AQUALIS ASA

WARRANT TERMS AND CONDITIONS

Introduction

Aqualis will issue the Warrants on the terms and conditions set out in this document. Aqualis and Braemar agree that pursuant to the Share Purchase Agreement, Braemar shall be entitled to receive Warrants to subscribe for 5,973,556 shares in Aqualis as part of the consideration referred to in the Share Purchase Agreement. Further, Aqualis and Braemar agree that if any Warrants issued to Braemar automatically vest in order to satisfy any Buyer Claim or any Buyer Tax Claim (as such phrases are defined in the Share Purchase Agreement), Aqualis shall, as expeditiously as possible, convene an extraordinary general meeting of the shareholders of Aqualis (or any further extraordinary general meeting(s) of the shareholders of Aqualis) to create and/or issue the further Warrants so that the outstanding Warrants thereafter in issue again represent 5,973,556 shares in Aqualis (as adjusted as necessary pursuant to section (xi) of Part III).

Part I – Definitions and Interpretations

Words or phrases with capital letters used in this document that are defined in the Share Purchase Agreement, shall have the same meaning in this document as set out in the Share Purchase Agreement.

“**Adjusted EBITDA**” has the meaning set out in Part II below.

“**Adjusted Gross Profit**” has the meaning set out in Part II below.

“**Aqualis**” means Aqualis ASA.

“**Average Annual Adjusted EBITDA**” means half of the total Adjusted EBITDA for the Warrants Calculation Period.

“**Average Annual Adjusted EBITDA Target**” means an Average Annual Adjusted EBITDA of USD 4.5 million or greater.

“**Average Annual Adjusted Gross Profit**” means half of the total Adjusted Gross Profit for the Warrants Calculation Period.

“**Average Annual Adjusted Gross Profit Target**” means an Average Annual Adjusted Gross Profit of USD 12.6 million or greater.

“**Business Day**” means a day that is not a Saturday or Sunday or a public holiday in England or Norway.

“**Consideration**” means the consideration for the Braemar Assets consisting of new shares in Aqualis and the Warrants to be issued upon closing of the Transaction.

“**Exercise Conditions**” means the conditions for exercise of the Warrants, being that Aqualis must have achieved the required Average Annual Adjusted EBITDA Target or the required Average Annual Adjusted Gross Profit Target.

“**Exercise Period**” means the period commencing on the later of: (i) the date of publication of the audited 2020 accounts for Aqualis; (ii) the publication of the Q1 2021 financial results for Aqualis (if such results are published); and (iii) the date of agreement of the Draft Reference Accounts and the Draft

Warrant Vesting Statement (the “**Vesting Date**”) and ending on the date falling two (2) years after the Vesting Date.

“**Issue Date**” means the date the issue of the Warrants is approved by an annual or extraordinary general meeting in Aqualis.

“**Braemar**” means Braemar Shipping Services Plc.

“**Braemar Assets**” means certain Braemar subsidiaries and assets indirectly owned by Braemar through Braemar Holdings.

“**Braemar Holdings**” means the holding company for the Braemar Assets.

“**Reference Accounts**” has the meaning set out in paragraph 2.1.1 of Part II below.

“**Shares**” means the shares of Aqualis with such rights as described in the articles of association of Aqualis.

“**Share Purchase Agreement**” means the agreement for the sale and purchase of the entire issued share capital of Braemar Technical Services Holdings Limited dated 13 May 2019 and made between (1) Braemar and (2) Aqualis.

“**Subscription Price**” means a price per Share equal to the nominal value of the Shares being NOK 0.10.

“**Transaction**” means Aqualis’s acquisition of the Braemar Assets through the acquisition of 100% of the shares in Braemar Holdings from Braemar against the issuance of new Shares and Warrants.

“**Warrants**” means the warrants to be issued to Braemar for subscription of new Shares subject to fulfilment of the Exercise Conditions, equal to 5,973,556 Shares (as adjusted as necessary pursuant to section (xi) of Part III).

“**Warrants Calculation Period**” means the two-year period starting from 1 April 2019 until 31 March 2021.

Part II – Adjusted EBITDA and Adjusted Gross Profit determination

Adjusted EBITDA is earnings before interest, foreign exchange gains or losses, tax, depreciation and amortization for the consolidated combined business of Aqualis and the Braemar Assets. For the avoidance of doubt, Adjusted EBITDA includes group charges and ordinary bonus expenses for employees.

Adjusted Gross Profit is gross profit, being revenue less cost of sales and direct costs, for the Adjusting and Marine businesses of the combined business of Aqualis and the Braemar Assets, but not including gross profit from the existing Aqualis Marine Activities as defined in Schedule 4.

Adjusted EBITDA and Adjusted Gross Profit will exclude the following items:

- one-off Transaction costs;
- costs of the legal restructuring directly related to the Transaction or the integration of the Braemar Assets with Aqualis;
- the US\$364,000’s worth of redundancy costs as set out in Schedule 15 of the Share Purchase Agreement, plus up to a further US\$560,000’s worth of redundancy costs related to current Braemar employees corresponding to the remaining balance of the US\$1,250,000 as of 1 April 2019. Any balance exceeding such amount shall be included

when calculating the Adjusted EBITDA. Redundancy costs shall not include costs related to employees who resign on their own initiative. For the avoidance of doubt, such adjustments shall be limited to such costs charged to the P&L during the Warrant Calculation Period;

- ERP-implementation costs (excluding ongoing license costs) directly related to the Transaction. For the avoidance of doubt, license costs for the ERP system (Netsuite) in the Braemar companies shall be considered ongoing license costs;
- any amortization, write-down, gains or losses related to goodwill or negative goodwill;
- any charges or expenses relating to the Management Incentive Plan to be created by Aqualis on or around the Issue Date;
- any charges or expenses relating to periods before the Warrants Calculation Period;
- any charges or expenses which are the subject of a Seller Claim (as defined in the Share Purchase Agreement).

REFERENCE ACCOUNTS

1. BASIS AND FORMAT OF REFERENCE ACCOUNTS

1.1. The Reference Accounts shall be prepared in accordance with the accounting policies applied in the Aqualis audited accounts for the relevant period.

1.2. In relation to the provisioning for bad debts, the Reference Accounts will apply the current Braemar bad debt provision policy as set out in Schedule 2 to the debtors related to the Braemar Assets.

1.3. Adjusted Gross Profit shall be calculated on a basis consistent with the current Aqualis chart of accounts excluding the following nominal ledger codes (as set out in Schedule 3):

608000 - Direct Recruitment & Relocation
609000 - Direct Client Entertainment
620000 - Direct Training and Conferences

1.4. The following principles will be followed when calculating Adjusted Gross Profit:

1.4.1. revenue shall be based on IFRS (International Financial Reporting Standards), as prescribed by the International Accounting Standards Board, for revenue recognition and shall be driven by chargeable time at hourly or daily rates. It will also include any recoverable costs charged separately to the client;

1.4.2. all country managers shall be treated as a direct staff cost, with the full employment cost included in the calculation;

1.4.3. any bonus or incentive payment relating to direct staff shall be excluded from the calculation;

1.4.4. the costs relating to product line management and product line administration staff, including but not limited to business development and Global Support Services, shall be excluded from the calculation;

1.4.5. bid costs and legal support relating to former, current or potential projects or clients shall be excluded from the calculation;

1.4.6. bank charges and gains / losses on exchange relating to client payments or contractual terms shall be excluded from the calculation; and

1.4.7. discounts shall be treated as a reduction in revenue, but unpaid debtor write offs shall be excluded from the calculation.

2. REFERENCE ACCOUNTS

2.1 To enable the Average Annual Adjusted EBITDA and Adjusted Annual Gross Profit to be determined as soon as reasonably practicable, within 30 Business Days after the end of the Warrants Calculation Period, Aqualis shall prepare and deliver to Braemar:

2.1.1 drafts of the profit and loss for the Warrants Calculation Period and the balance sheet as at the end of the Warrants Calculation Period (for the consolidated combined business of Aqualis and the Braemar Assets, as well as for each of the Adjusting and Marine businesses) (the “Reference Accounts”) together with all relevant working papers used in order to prepare the draft of the Reference Accounts (the “Draft Reference Accounts”); and

2.1.2 a draft warrant vesting statement (the “Draft Warrant Vesting Statement”) showing the number of Warrants that have vested.

2.2 Braemar shall ensure that, within 30 Business Days after receipt of the Draft Reference Accounts and the Draft Warrant Vesting Statement, it submits to Aqualis a report stating:

2.2.1 whether or not it agrees with the Draft Reference Accounts and the Draft Warrant Vesting Statement; and

2.2.2 in the case of disagreement, the areas of dispute.

2.3 Aqualis shall give such assistance and access to information as Braemar and its advisors may reasonably require to enable it to consider the Draft Reference Accounts and the Draft Warrant Vesting Statement within the period referred to in paragraph 2.2.

2.4 If Braemar notifies its agreement with the Draft Reference Accounts and/or Draft Warrant Vesting Statement within the said 30 Business Day period or fails to give any notification within that period, the Draft Reference Accounts and Draft Warrant Vesting Statement shall then become final and binding on the parties for the purpose of this agreement.

2.5 If Braemar notifies its disagreement with the Draft Reference Accounts and/or the Draft Warrant Vesting Statement within the said 30 Business Day period (the “First Notification”) the parties shall endeavour to agree any matter in dispute and:

2.5.1 if the matter in dispute is resolved by agreement between the parties then the Draft Reference Accounts and Draft Warrant Vesting Statement (subject to any amendment agreed between the parties) shall then become final and binding on the parties for the purpose of this agreement; or

2.5.2 if within 20 Business Days of the date of receipt of the First Notification the parties are unable to resolve the disagreement, either party may refer the matters in dispute to the Independent Accountant in accordance with paragraph 3 of Part II.

3. INDEPENDENT ACCOUNTANTS

3.1 The Independent Accountants shall be such firm of chartered accountants:

3.1.1 as Braemar and Aqualis may agree in writing within five Business Days of a notice by one to the other requiring agreement; or

3.1.2 failing such agreement, as shall be appointed on the application of either Braemar or Aqualis by or on behalf of the President of the Institute of Chartered Accountants in England and Wales for the time being.

- 3.2 The Independent Accountants shall determine the matters in dispute between Braemar and Aqualis and shall make such adjustments to the draft Reference Accounts as it considers necessary.
- 3.3 The Independent Accountants shall act as experts and not as arbitrators and their decision shall (in the absence of manifest error) be final and binding on Braemar and Aqualis.
- 3.4 If the Independent Accountants determine the matters in dispute in relation to the relevant Reference Accounts on the whole in favour of Aqualis, the costs of the determination, including the fees and expenses of the Independent Accountants shall be borne by Braemar; and if the Independent Accountants determine the matters in dispute in relation to the relevant Reference Accounts on the whole in favour of Braemar, the costs of the determination, including the fees and expenses of the Independent Accountants shall be borne by Aqualis.

Part III - Terms and conditions governing the Warrants:

(General)

- (i) Aqualis will issue a number of Warrants giving the right to subscribe for up to 5,973,556 Shares subject to fulfilment of the Exercise Conditions (and as adjusted as necessary pursuant to section (xi) of Part III).
- (ii) In the event the calculation of the number of Warrants that can be exercised leads to a fractional number of Shares, the number of Warrants that can be exercised shall be rounded down to the nearest whole number of Warrants and Shares. No fractional Shares will be issued.
- (iii) The Warrants shall be subscribed for by no later than 14 Business Days from the Issue Date.
- (iv) No separate consideration shall be paid for the Warrants.
- (v) The Warrants are not transferable to any entity that is not part of the Braemar Group until they are vested, unless the board of directors of Aqualis has given its prior written consent (the “**Board**”). The Warrants may at any time be transferred to an entity that is part of the Braemar Group. Upon vesting of the Warrants, the Warrants become freely transferable. Aqualis acknowledges that the Warrants will be subject to the HSBC security and HSBC shall be entitled to enforce its security without any requirement for Board consent.
- (vi) Each Warrant gives the holder the right to subscribe in cash for one Share by paying the Subscription Price.
- (vii) The Warrants can be exercised in whole or in parts during the Exercise Period. The Warrants will lapse and become void if not exercised within the Exercise Period. The Board shall ensure that the shares are issued as soon as possible following subscription and payment of the exercise amount.
- (viii) If a takeover bid to all shareholders in Aqualis to acquire more than 1/3 of the share capital of Aqualis is launched prior to the Vesting Date, Braemar shall be entitled to notify Aqualis of its exercise of the full number of Warrants for the purpose of accepting such takeover bid (subject to completion of the takeover bid). After receiving such exercise notice from Braemar, Aqualis shall ensure that the shares can be issued to Braemar as soon as it has

been announced by the offeror that all conditions for completion of such takeover bid have either been fulfilled or waived. If a mandatory offer is launched prior to the Vesting Date, the Warrants shall vest from the first day of the acceptance period under such mandatory offer. Braemar is then entitled to exercise the full number of Warrants issued in a period of 14 Business Days thereafter. The same applies if a decision to liquidate, merge or demerge Aqualis is passed from the date of such decision.

- (ix) Exercise of the Warrants shall be made by written request to the Board in the form attached hereto as Schedule 1, clearly instructing Aqualis that a certain number of Warrants shall be exercised.
- (x) Payment for subscribed Shares upon exercise of Warrants shall be made in accordance with payment instructions as set forth by the Board.
- (xi) In the event the number of Shares is changed by way of a stock split or stock consolidation in the period between issuance and exercise of the Warrants, the number of Warrants shall be adjusted accordingly so as to maintain the economic value of the Warrants and, if necessary, rounded downwards to the nearest whole number.

In the event of a capital increase or decrease or issue of new warrants or liquidation, merger or demerger of Aqualis, or a dividend payment, in the period between issuance and exercise of the Warrants, the holders of Warrants shall have the same rights as shareholders of Aqualis (as if the Warrants had vested in full and Braemar had already exercised all its Warrants) and the number of Warrants shall be adjusted, so as to maintain the economic value of the Warrants. Specifically for the following events: (a) In the event of a capital decrease with repayment to the shareholders or dividend payment, the number of Warrants shall be increased reflecting the reduced value of Aqualis, (b) In the event of a demerger of Aqualis, Braemar shall also be entitled to Warrants also in the demerged entity in so far as to maintain the economic value of the warrants, (c) In the event of an issue of new shares or financial instruments, Braemar shall have the same subscription right as the shareholders, as if Braemar already had exercised the full number of Warrants.

If the issue is an issue of bonus shares, the number of Warrants shall increase in so far as to maintain the economic value of the Warrants.

For the avoidance of doubt, the adjustment provisions set out in this clause (xi) shall not apply to the issuance of the Consideration Shares, the Private Placement Shares, the Rights Issue Shares (as defined in the Share Purchase Agreement), or any issuance of warrants or shares to key employees as part of an employee incentive program.

In the event that Warrants are required to satisfy a Buyer Claim (including a Buyer Leakage Claim) or a Buyer Tax Claim in accordance with the Share Purchase Agreement and the number of Shares has been changed by a stock split or stock consolidation, or there has been a capital decrease with repayment to the Buyer's shareholders, or a dividend payment, or a demerger, or an issue of new shares or financial instruments (including an issue of bonus shares), the number of Warrants to be issued and/or vest shall be adjusted accordingly so that they relate to the same proportion of Shares as if there had been no such event giving rise to the adjustment.

In the event of any disagreement or dispute as to adjustments to be made to the number of Warrants, the disagreement or dispute will be referred to the Independent Accounts in accordance with paragraph 3 of Part II.

- (xii) In the event that Aqualis makes any acquisition or disposal of a business that represents a change of more than 5% in relation to total assets, revenue, EBITDA, gross profit or loss for the consolidated combines business of Aqualis and the Braemar Assets then the parties shall seek to agree an appropriate adjustment to the Exercise Conditions.

In such event, Aqualis shall provide Braemar with written notice in accordance with the notice provisions of the Share Purchase Agreement, together with such information as is reasonably sufficient for Braemar to consider the effect of any such acquisition or disposal, as soon as reasonably practicable and no later than 30 days prior to the meeting of the Board of Directors meeting to pass the final resolution to carry out any such acquisition or disposal. If such notice is provided, Braemar shall provide Aqualis with written notice in accordance with the notice provisions of the Share Purchase Agreement of its intention to seek an adjustment within 30 days of receipt of the notice from Aqualis.

If the parties have not agreed to such an adjustment in writing within 30 days of completion of the acquisition or disposal (or such longer period as agreed in writing between the parties), or that an adjustment is unnecessary, the Warrants will vest in full at the expiry of such period.

For the avoidance of doubt, notwithstanding the foregoing, Aqualis shall not (without the prior written consent of Braemar) dispose of the Adjusting and Marine businesses of the combined business of Aqualis and the Braemar Assets during the Warrants Calculation Period.

- (xiii) Shares issued on the basis of the Warrants will carry rights to dividends from the time such Shares are issued.
- (xiv) The Warrants will be registered in the Norwegian Companies Registry with a stated maximum share capital increase upon exercise of the Warrants of NOK 5,000,000.

(Vesting and Exercise of the Warrants)

- (xv) The Warrants will vest immediately following the later of: (i) the date of publication of the audited 2020 accounts for Aqualis; (ii) the date of publication of the Q1 2021 financial results for Aqualis (if such results are published); and (iii) the date of agreement of the Draft Reference Accounts and the Draft Warrant Vesting Statement, expected to take place on or about April/May 2021.
- (xvi) Half of the Warrants (“**Tranche 1 Warrants**”) representing up to 2,986,778 Shares will vest based on the Average Adjusted EBITDA during the Warrants Calculation Period; and the other half of the Warrants (“**Tranche 2 Warrants**”) representing up to 2,986,778 Shares will vest based on the Average Adjusted Gross Profit during the Warrants Calculation Period (as adjusted in each case as necessary pursuant to section (xi) of Part III).
- (xvii) If the Average Annual Adjusted EBITDA during the Warrants Calculation Period exceeds USD 7.5 million per year (Adjusted EBITDA of USD 15 million in total for the Warrants

Calculation Period), Braemar shall be entitled to exercise the full number of Tranche 1 Warrants issued or in existence.

- (xviii) If the Average Annual Adjusted EBITDA is between USD 4.5 million and USD 7.5 million, the number of Tranche 1 Warrants that can be exercised shall be reduced proportionally (from 0 Warrants in case the Average Annual Adjusted EBITDA is USD 4.5 million or lower, to 2,986,778 Warrants in case the Average Annual Adjusted EBITDA is USD 7.5 million) (as adjusted as necessary pursuant to section (xi) of Part III).
- (xix) If the Average Adjusted Gross Profit during the Warrants Calculation Period exceeds USD 14.3 million per year (Adjusted Gross Profit of USD 28.6 million in total for the Warrants Calculation Period), Braemar shall be entitled to exercise the full number of Tranche 2 Warrants issued or in existence.
- (xx) If the Average Adjusted Gross Profit is between USD 12.6 million and USD 14.3 million, the number of Tranche 2 Warrants that can be exercised shall be reduced proportionally (from 0 Warrants in case the Average Adjusted Gross Profit is USD 12.6 million or lower, to 2,986,778 Warrants in case the Average Adjusted Gross Profit is USD 14.3 million) (as adjusted as necessary pursuant to section (xi) of Part III).

(Warrants required to satisfy a Buyer Claim (including a Buyer Leakage Claim) or a Buyer Tax Claim)

- (xxi) In the event that Warrants are required to satisfy a Buyer Claim (including a Buyer Leakage Claim) or a Buyer Tax Claim in accordance with the Share Purchase Agreement, Aqualis acknowledges and agrees with Braemar that the relevant number of Warrants (as adjusted as necessary pursuant to section (xi) of Part III) shall immediately vest, the Exercise Conditions (or any other conditions to the exercise of the Warrants contained in this document) shall not apply to such Warrants and Braemar as the holder of such Warrants shall be entitled to exercise the Warrants immediately. The Exercise Period for such Warrants shall commence on Completion and end on the date falling four (4) years after the vesting date for such Warrants.
- (xxii) To the extent that any Warrants are utilised in satisfying Buyer Claims or Buyer Tax Claims (“**Utilised Warrants**”) and the terms of the Share Purchase Agreement require Aqualis to issue additional Warrants to either satisfy any Buyer Claim (due to there being insufficient issued Warrants) or to satisfy the amount of the Consideration represented by the Utilised Warrants (“**Further Warrants**”), then Aqualis shall issue such Further Warrants to Braemar within five Business Days after the later of:
 - a. if applicable, Aqualis’s liability to issue the same is agreed between Braemar and Aqualis or determined by a court with competent jurisdiction; and
 - b. the date of the general meeting authorising the creation and/or issue of such Further Warrants.

Any Further Warrants shall be issued to Braemar pursuant to, and in accordance with, this document and the Share Purchase Agreement.

- (xxiii) If Aqualis is required to convene a general meeting of the shareholders of Aqualis to create and/or issue the Further Warrants, Aqualis shall as expeditiously as possible convene a

general meeting of Aqualis for the purpose of considering a resolution to create and/or issue the Further Warrants. Should the shareholders of Aqualis at such general meeting of Aqualis not vote in favour of any resolution to create and/or issue the Further Warrants, it is acknowledged and agreed by Aqualis and Braemar that Aqualis's obligation to issue such Further Warrants shall continue and, accordingly, the provisions of this clause (xx) shall apply so as to impose an obligation on Aqualis to convene within a reasonable period of time (not exceeding three months from the date of any prior general meeting) another general meeting or general meetings of Aqualis. This obligation on Aqualis shall continue until the Further Warrants are issued to Braemar.

(Governing law and venue)

- (xxiv) The terms and conditions of the Warrants are governed by Norwegian law. Any disputes arising out of, or in connection with the Warrants shall be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue. If a dispute relates to (xiii) and (xiv), the dispute shall, save agreement between the Parties on the person, be settled by an independent expert to be appointed by the head of the Norwegian Securities Dealers Association.

Schedule 1

To: The board of directors of Aqualis ASA

Aqualis ASA
Postboks 1899 Vika
0124 Oslo
Norway

Copy to: CFO of Aqualis ASA

[e-mail address to be included]

Exercise of Warrants

With reference to the warrants issued by the general meeting of Aqualis ASA on [•] (the “**Resolution**”) the undersigned hereby exercise the number of Warrants set out below, pursuant to the terms of the Resolution.

The undersigned further authorise the board of directors, or any individual appointed by the board of directors, to subscribe for the shares to be issued based on the exercise on behalf of the undersigned.

Yours sincerely, Signature: _____

Date: _____

Name of holder of Warrants: _____

Number of Warrants exercised: _____

Schedule 2

Braemar Bad Debt Provision Policy

Business	Bad debt policy
- Offshore	Provision is made for debts older than 12 months old together with any other specific provision required for clients where there is a significant risk of non-recovery;
- Adjusting	Provision is made in full for debts over 24 months old together with any other specific provision required for clients where there is a significant risk of non-recovery;
- Marine	Provision is made in full for debts over 24 months old together with any other specific provision required for clients where there is a significant risk of non-recovery;

Schedule 3

Braemar Group Management Accounts System – Adjusted Gross Profit Calculation

Aqualis Group

Consolidated P&L - detailed

Financial Row	Actual
Revenue	
External revenue	
400000 - Fees-external	
400000 - Fees-external	
400010 - Direct Sales Tax	
Total - 400000 - Fees-external	
450000 - Fees- Non-Mandays	
Total - External revenue	
Intercompany revenue	
410000 - Fees-Intercompany	
Total - Intercompany revenue	
WIP movement	
420000 - Movement in Unbilled Revenue	
Total - WIP movement	
Other income	
430000 - Handling/Mark up fees	
440000 - Other income	
Total - Other income	
Rechargeable revenue	
460000 - Fees - recharged expenses	
Total - Rechargeable revenue	
Total revenue	
Direct costs	
Staff costs - technical	
600000 - Direct Salaries	
601000 - Direct Vacation	
602000 - Direct Bonuses	
603000 - Direct Weekend time	
604000 - Direct Employer Taxes	
605000 - Direct Medical & Life insurance	
606000 - Direct Field allowances	
607000 - Direct Expat benefits	
607100 - Direct other benefits	
607900 - Direct cost allocation - Intra-group	
608000 - Direct Recruitment & Relocation	
609000 - Direct Client Entertainment	
610000 - Direct Vehicle running costs	
620000 - Direct Training and Conferences	
Total - Staff costs - technical	
Subcontractor costs	
661000 - Direct Sub contractors	
661100 - Direct Sub contractors (non-manday)	
Total - Subcontractor costs	
Intercompany costs	
670000 - Direct Purchased services - intercompany	
Total - Intercompany costs	
Other direct costs	
630000 - Direct Telephone costs	
640000 - Direct Airfare	
641000 - Direct General Travel Expenses	
642000 - Direct Meals	
643000 - Direct Hotels	
650000 - Direct Mileage & Parking	
651000 - Direct Public Transport & Taxis	
660000 - Direct Safety supplies	
662000 - Direct Agency fees	
663000 - Direct non-recoverable expenses	
690000 - Direct Allocation of Administration Expenses	
Total - Other direct costs	
Rechargeable expenses	
664000 - Direct recharged expenses	

exclude for calculating Braemar gross margin

exclude for calculating Braemar gross margin

exclude for calculating Braemar gross margin

Total - Rechargeable expenses	
Total direct costs	
Gross Profit	
Gross Margin %	#DIV/0!
Operating expenses	
Staff costs - admin	
700000 - Salaries	
701000 - Vacation	
702000 - Bonuses	
703000 - Weekend time	
704000 - Employer Taxes	
705000 - Medical & Life Insurance	
706000 - Expat benefits	
707000 - Other benefits	
710000 - Recruitment and relocation	
730000 - Vehicle running costs	
740000 - Training & Conferences	
770000 - Temporary staff	
775000 - Overhead allocation - Intra-group	
780000 - Non-trade IC Purchases	
Total - Staff costs - admin	
Travel and entertainment	
720000 - Client Entertainment	
760000 - General Travel Expenses	
761000 - Meals	
762000 - Hotels	
763000 - Mileage & Parking	
764000 - Public Transport & Taxis	
765000 - Airfare	
Total - Travel and entertainment	
Marketing & PR	
790000 - Public Relations	
791000 - Marketing materials & Design	
Total - Marketing & PR	
Property costs	
800000 - Operating Lease - land and buildings	
801000 - Repairs and maintenance	
802000 - Office relocation	
803000 - Utilities	
804000 - Operating lease - other	
Total - Property costs	
Computing	
823000 - Computer hosting fees (Internet)	
820000 - Computer maintenance	
822000 - Software - Desktop	
821000 - Software - Technical	
Total - Computing	
Insurances	
840000 - Insurance	
Total - Insurances	
Legal and professional	
850000 - Legal Fees	
851000 - Audit Fees	
852000 - Tax Fees	
853000 - Out-sourcing Fees	
854000 - Other Consultancy Fees	
855000 - Visa and other govt. agency fees	
856000 - Board member fees	
Total - Legal and professional	
Other operating expenses	
750000 - Telephone costs	
860000 - Stationary & Office Supplies	
870000 - Staff entertainment	
871000 - Staff Gifts	
872000 - Annual Staff Events	
880000 - Postage & Couriers	
881000 - Telephone/telex/fax	

882000 - Operating Assets not capitalised	
883000 - Subscriptions	
884000 - Other operating costs	
900000 - Loss/Profit on sale of fixed assets	
901000 - Asset Write Off/Down	
910000 - Bad debts	
940000 - Bank charges	
941000 - Other financial expenses	
Total - Other operating expenses	
Total operating expenses	
EBITDA (before GC)	
EBITDA % (before GC)	#DIV/0!
Group cost allocation	
890000 - Group Allocation Charges	
891000 - Group - travel and subsistence expenses	
Total - Group cost allocation	
EBITDA (after GC)	
EBITDA% (after GC)	#DIV/0!
Share of income from associates	
980200 - Allowance for doubtful loans (P&L)	
980100 - Impairment of investment in associates (P&L)	
980000 - Share of income from associates - Adler Solar	
Total - Share of income from associates	
EBITDA	
EBITDA%	#DIV/0!
Depreciation	
832000 - Depreciation - Computers	
830000 - Depreciation - Leasehold Improvement	
833000 - Depreciation - Office Equipment	
831000 - Depreciation - Office Furniture	
835000 - Depreciation -Motor vehicle	
836000 - Depreciation -Right-of-use assets	
834000 - Depreciation -Software	
839000 - Goodwill impairment (P&L)	
838000 - Impairment of investment in subsidiaries (P&L)	
Total - Depreciation	
EBIT	
EBIT %	#DIV/0!
Interest and other items	
951000 - Government Grant/Relief	
960000 - Interest Expense	
960010 - Interest Expense - Right-of-use assets	
950000 - Interest Income - group entities	
950010 - Interest Income - other	
952000 - Other financial income	
Total - Interest and other items	
Exchange differences	
930000 - Realised Exchange losses/ gain	
931000 - Realized Gain/Loss	
923000 - Rounding Gain/Loss	
920000 - Unrealised Exchange losses/gain	
921000 - Unrealized Gain/Loss	
922000 - Unrealized Matching Gain/Loss	
Total - Exchange differences	
EBT	
EBT %	#DIV/0!
Taxes	
970000 - Corporation Tax	
972000 - Deferred Tax	
971000 - Withholding Tax	
Total - Taxes	
Net Profit	
Net Profit %	#DIV/0!

Schedule 4

The Aqualis Marine Activities

The Aqualis Marine Activities shall be defined as;

1. For O&G Offshore clients, all activities described under M1 to M6 below, with the exception of insurance claims work (MCI);

Streams	Id	Business Line	Description
Marine Consulting & Warranty (M)	M1	Marine Consulting	General Marine Consulting and advisory work of all nature (anything that does not fit in M2 to M6)
	M2	Rig Moving	All work related to Rig Moving - including MWS, Marine Rep, and Towmaster.
	M3	Marine Warranty Services	All MWS work (other than Rig Move MWS) where a C of A has to be issued
	M4	Marine Operations	All Marine Operations (excluding hands on rig moving/tow master work) – Compass Adjustments, Cargo superintendents, STS, Pilotage, Vessel off-loading, etc.
	M5	Marine Surveys	All survey & inspection work: Pre-Purchase, Suitability, OVID, CMID, Condition, Valuation, Damage etc., incl. MCI work
	M6	Dynamic Positioning	All DP related work: Assurance and FMEA's on Dynamically Positioned vessels

and

2. For all clients except the below, Ship recycling single voyage Marine Warranty Services activities

[List: Braemar Ship recycling single voyage MWS clients]

[[Drafting note: As Aqualis's business volume in Ship recycling single voyage MWS is higher than Braemar's, Braemar should provide a list of named clients to carve out from the definition]]