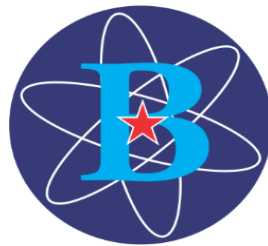


Rig Crew Staff Handbook

Bill Energy Services Limited.



A commitment to doing the right thing even when no one is watching

BESL Rig crew staff handbook

FIRST EDITION November 2025

Welcome to Bill Energy Services Limited

HEAD OFFICE: 1/2 Trinity Avenue, Iwofe Rd, Rumuolumeni, Portharcourt, River State **Mobile:** 08103720347, 09095327111
BRANCH OFFICE: 1B, Tunde Joda, Lekki-Ikate, Lagos. **Telephone:** 012912021 **Mobile:** 08103720347, 08074709304
E-mail: info@billenergyservices.com **Website:** www.billenergyservices.com

The purpose of this Handbook is to set out and clarify Bill Energy Services Limited's policies, practices, rules, regulations and benefits, so that you are aware of what is expected of you and what you can expect from the company. All references in this document to Bill Energy Services Limited "BESL" include Bill Energy Services Limited and all of its subsidiary companies.

The Handbook explains the general Policies of the Company

Your letter of employment, Section 2 of this Handbook, and BESL's Code of Business Conduct and Ethics will together form your Contract of Employment.

This Handbook is issued for your benefit. It is your responsibility to read, understand, and uphold its contents, and to keep the information therein confidential for use within BESL.

Management reserves the right to interpret, review or suspend any part of the policy at any time. Employees will be notified of these as appropriate. Changes to the Policy will be effective on the dates determined by the Company. Employees must comply with policies at all times. If you are uncertain about any policy or procedure, speak with your Head of Department, Supervisor, the Compliance Office or any member of the HR Department.

Yours Sincerely,

Engr. Ifeanyi Orakwue
Chief Executive Officer

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Part 1

Starting in your New Role

1. Contract of employment

Your contract of employment will include the date when employment begins. Your contract should be signed and dated and returned to the Human Resources department.

The offer of employment is subject to:

- **The successful completion of a pre-employment medical examination or pre-employment medical questionnaire.** Only the Company medical adviser will see the report of the examination or questionnaire however a summary will be provided to the Human Resources department indicating your fitness to work in the proposed role. The information contained within the report may lead to a meeting with the Company medical adviser to assess whether the offer of employment can continue. This will usually take place before the start of employment. Failure to disclose relevant information during the examination or on the questionnaire could lead to disciplinary action including dismissal.
- **The return of satisfactory references**

All potential employees will be required to provide details for referees who will be contacted by the Human Resources department.

BESL reserves the right to withdraw an offer of employment in these and other exceptional circumstances.

2. Place of work

Please refer to the contract of employment for your normal place of work. You may, from time to time, be requested to work at one of the Company's other offices and travel within Nigeria and abroad as directed by us. BESL reserves the right to transfer you on a temporary or permanent basis to another place of work in Nigeria or abroad upon a mutually agreed relocation date.

3. Job title and duties

Your job title and duties are detailed in your contract of employment. However, you may be required to undertake other duties outside your normal work duties from time to time. At the request of your manager, you may be deployed to other parts of the business from time to time.

4. Hours of work

Unless your contract of employment states otherwise, your standard working hours will be between 12hrs. However, the nature of our business sometimes (rig work) may demand you working additional hours.

You are required to be flexible regarding the hours that you are requested to undertake and we will provide you with as much notice as is reasonably possible, you should be aware that you may be requested to work at short notice, or alternate your hours of work even when you are on time-off.

5. Confidential Information

As the Company's business is specialized and competitive, during the course of your employment you are likely to have access to intimate knowledge of the Company's trade secrets and confidential information. Disclosure of such trade secrets or confidential information to third parties at, any time during your employment or after your employment may place us at a competitive disadvantage.

During the course of your employment or after the end of the employment, you shall not divulge confidential or other information in connection with the affairs of BESL or any of its clients or suppliers to any third party, except in the proper course of your duties at BESL, unless you are required to do so by law. Disclosure in breach of this provision may be deemed to constitute gross misconduct under the Company's disciplinary procedure and may result in dismissal and/or the Company taking legal action against you.

6. Data Protection

The company may be required to process data which may be personal to you and the company recognizes its obligation to maintain such confidentiality. Through signing your contract of employment, you agree the Company has permission to process your personal data for staff administration purposes (both manually and electronically).

A number of employees may have access to personal data relating to other members of staff. Employee that is privy to personal data must keep such data secure. Whether on a computer or in the form of a manual record. This includes keeping data in lockable desks or filing cabinets, and ensuring it is secure during and after office hours.

7. Obligation

It is a condition of your employment that you shall devote your entire working time to BESL and shall not accept any other full or part time employment or otherwise undertake work as a self-employed person, without the prior written approval of the Company. Employment or an interest in a business activity, which could be construed as prejudicial to BESL, will not be authorized. If you take up additional employment or hold an office, which has not been authorized in advance by the Company, the Company may take disciplinary action which may include litigation.

8. BESL ID Cards

All employees are provided with BESL ID cards. If the Company ID card is lost, damaged or stolen the affected employee must immediately inform the Human Resources department. Where the ID card has been lost, or stolen, the employee is required to provide a police report and a sworn affidavit to that effect. Failure to inform the Company of lost, damaged or stolen cards and also negligence in losing or damaging your ID card, such as repeatedly losing cards, may lead to disciplinary.

9. Changing Personal Information

It is the responsibility of all employees to ensure that any change to personal details is communicated in writing to the Human Resources Department at the appropriate time and where applicable relevant supporting documents are attached. Personal information to be changed could include but not limited to changes to address, phone numbers, name, marital status, next-of-kin and emergency contacts.

10. Probationary period

On commencement of employment, unless notified otherwise in your contract of employment, your initial employment with BESL will be on the basis of a probationary period of six months. This period may be extended or reduced in appropriate circumstances at the Company's discretion.

Your Manager will assess and review your work performance during the probationary period. The Company reserves the right at any time during this period to terminate your employment with the requisite notice period, as detailed in your Contract of Employment.

If you feel that you are not suited to the job during your probationary period, you will be required to give the Company written notice to terminate your employment. Please refer to your Contract of Employment for details regarding the period of notice required.

The Company reserves the right to seek references from your previous employer(s) and reserves the right to terminate your employment should these prove unsatisfactory. Where such references have not been received by the Company prior to the normal expiration of the six-month probationary period, your probation period will automatically be extended until such time as satisfactory references have been received.

Your employment will be confirmed in writing upon the successful completion of your probationary period. However, if during or after your probationary period, you have been found to have falsified any document or misrepresented any fact pertaining to you prior to your being employed and during your engagement with the company, partaking in any of these actions entitles BESL to take disciplinary action against you including but not limited to suspension, and or termination/dismissal

11. Remuneration

Please refer to your contract of employment for the stipulated remuneration.

11.1 Salary administration

All salary payments will be made by credit transfer into your bank account at every month end.

Salaries may be reviewed annually or at any other period at the discretion of Management.

Reviews do not automatically result in salary increases.

11.2 Deductions from Payroll

You hereby authorize the Company to deduct from your salary or require payment from you for any of the following:

- Pay as you earn (PAYE) tax;
- Pension fund contribution at 8% of total emoluments (total emoluments being defined as the “total of basic salary, transport allowance and housing allowance under the Pension Reforms Act 2014) or as may be amended from time to time by law;
- Any other statutory salary deduction;
- Excess of leave taken over entitlement at year end and/or the time of leaving;
- Excess of any other overpayment made to you by the Company;
- Any amount requested in writing to be deducted by you; e.g. deductions for Cooperative society contributions and loans
- Any overpayment of salary;
- Any cost of damage or loss of Company property;
- Any cost of Company property not returned on leaving the Company;
- Any other monies due from you to the Company.

You will be notified in advance of any deductions and the Company will reclaim any overpayment from your salary via payroll.

11.3 Allowances

Subject to eligibility and at management’s discretion, you may be entitled to certain allowances, examples of which are sector pay, rig move allowance etc. although this is not an exhaustive list. If applicable, details will be found in your contract of employment. This amount does not form part of your fixed salary and therefore is not included in assessing any benefits calculated by reference to salary (without limitation, pension, shift allowance, outstation allowance, transfer allowance etc.). BESL reserves the right to review, amend, or limit these allowances at any time. You will not receive any compensation for loss of allowance should you transfer temporarily or permanently to another position that does not attract allowances. Please note that these allowances are taxable by law.

For provisions that apply whilst grounded for maternity reasons, please see the maternity policy detailed in part 2 of this rig crew staff Handbook.

11.4 Pension

Upon resumption, you will join the pension scheme by nominating a Pension Fund Administrator (PFA) of your choice as licensed by the Nigerian Pension Commission if you do not already have a pension PIN. The Company operates the Contributory Pension Scheme as provided by law and every employee is required to make monthly contributions of 8% of total emoluments (sum of basic, housing and transport allowances), as provided by the law. The employer will equally make a contribution of 10% of each employee's total emoluments to the pension scheme. The total contribution will be remitted on a monthly basis to your appointed PFA. Details of the pension scheme are available separately.

12. Absence

12.1 Notification of absence

You must notify your Toolpusher/Manager as soon as you know you are unable to crew change/attend work due to illness or injury. BESL expects you to notify your Toolpusher/Manager at least one day before your normal crew change. Notification should be made over the telephone or through email, unless impossible due to the nature of your illness or injury. If your absence lasts for up to one day, you must maintain regular contact with your Toolpusher/Manager. When reporting your inability to turn up for crew change, it is important that you inform your Toolpusher/Manager of the following:

1. Reason for absence;
2. The expected return date/time, if known;
3. Details of the proposed medical treatment; and
4. Notification of any outstanding work and/or meetings that need to be covered.

BESL reserves the right to carryout an independent investigation and if it confirms your information to be false, you maybe dismissed.

13 Leave

It is a global practice for rig workers to work for 14days and go on time – off or leave for 7days; work for 14days and go for 14days tome – off or 28days on duty and corresponding period – off. Therefore, BESL will not approve any leave for crew workers nor will they pay leave allowance.

By accepting our offer of employment, you agree not to claim leave, demand for leave allowance nor ask for leave in-lieu of any type.

14. Workmen's Compensation/Employee Compensation

Employees who die or are wholly or partially incapacitated on account of physical injury suffered in the course of their employment with the company will be entitled to receive compensation in accordance with the relevant provisions of the Employee's Compensation Act, Laws of the Federation of Nigeria, 2010 (as amended) or any successor or amending legislation. If any employee dies whilst still employed by the company, all outstanding salary and accruable benefits up to the date of death shall be paid to the employee's designated beneficiary or beneficiaries.

15. Termination of Employment

In the event, you wish to leave Bill Energy Services Limited, at least one tour's (e.g. 14days or 28days notice depending on your circle) written notice is required unless it has been specified otherwise . Details of your notice period are set out in your contract of employment.

Should the Company need to give you notice of termination for any reason, a minimum of one week notice for employees on probation or a minimum of one full tour or longer as applicable will be given, as stated in your contract of employment.

Your notice period may be varied or waived only with mutual consent.

BESL is entitled to terminate employment of an employee without notice in event of gross misconduct. Please refer to section titled 'Gross Misconduct'.

The Company does not authorize any corrupt or similar activities that fall below our standards of integrity and transparency. Any employee believed or found to have engaged in such corrupt or similar activities in the course of their employment with BESL, will be automatically considered to be guilty of gross misconduct and will be dismissed without notice and/or have legal action taken against him by the Company.

In addition, in the event that you are found guilty of any misconduct or poor performance or for any reason become unable, in the reasonable opinion of the Company, to perform your duties adequately, by reason of ill-health or incapacity, for an excessive period (in the opinion of the Company), The company shall be entitled to terminate your employment.

16 Right to pay salary in lieu of notice

The Company reserves the right to pay salary in lieu of notice.

21.1 Redundancy

Where through force of business circumstances, it is necessary for the company to reduce the work force; the company shall give considerations to experience, ability/skill, and performance and the principle of either:

“First in First Out” or “Last in First Out” (As may be determined by the company] in determining employees to be declared redundant.

a) Period of Notice

One tour (14 or 28days) or one month’s salary in lieu of notice.

b) Redundant employees may be re-employed if vacancies occur in their original jobs and they will be given preference over other applicants, but by virtue of having received compensation, their length of service will date from the date of re-employment.

16.2 Invalidating

In the event of an employee being unable to perform his duties due to serious medical reason the Company will at its expense have the employee medically examined by a medical doctor or specialist of its choice. If as a result of the examination it is evident that the employee will not be able to re-commence his duties properly, the company may at its discretion discharge the employee on medical grounds.

17. Company Property

Employees must not use Company’s equipment, facilities or time for anything other than the activities relating directly to their employment. Employees have a responsibility to take proper care of all Company property issued to them. Employee may be required to bear the costs of replacement or repair if you are negligent with your safeguarding and care of Company property. For example, if your official mobile phone or laptop is stolen from the back seat of an unattended vehicle.

18. Return of Company property

Should you leave the company’s employment for whatever reason, you must return all Company property and information to your Toolpusher or Manager on or before your last working day. This includes but not limited to Company information in your possession or control whether in computer disk/drive, documentary or other form, records, paper, corporate clothing, locker keys, laptops, security passes and ID cards and PPE’s. Failure to do so may result in salary payments to the value of the missing items being withheld until all items have been returned.

19. Right to search

Employees are not permitted to bring onto Company premises any weapons or harmful, offensive or alcoholic substances, without the prior written approval of the Company.

To safeguard its property and the property of employees; and in accordance with the Company Security Policy; the Company reserves the right to search the contents of employees' bags, parcels or other containers and vehicles at any time when the employee is on duty. This right includes the search of an employee or any other person where there are reasonable grounds for suspicion that an offence pursuant to this paragraph has been committed.

An appropriate Company representative will carry out any search. The employee concerned is entitled to have a witness present. The Company reserves the right to call for proof of ownership of any article(s) discovered in any such inspection or search. If you refuse to permit the search to take place, your refusal will normally be treated as gross misconduct and action may be taken against you in accordance with the Company's disciplinary procedures and/or may result in the Company taking legal action against you.

20. Health and Safety

Creating a healthy and safe environment is as vital to BESL as it is to its employees. We view a safe working environment as a top priority and developing such an environment has to be a team effort. In practical terms, this means that while we take care to fulfill the role and legal obligations, individual employees share the responsibility for ensuring the wellbeing of everyone involved in the Company's operations.

BESL is committed to looking after the health and safety of all employees, whatever their work status. We undertake to provide safe buildings, equipment and processes and to ensure employees receive all the relevant, up-to-date information and training they need to establish safe working conditions. All employees are expected to take their health and safety role seriously.

Part 2

Policies and Procedures

21. DISCIPLINARY PROCEDURE

21.1 Purpose and Scope

This procedure is designed to help and encourage all employees to achieve and maintain satisfactory standards of conduct, attendance and job performance. It aims to ensure consistent and fair treatment for all. The principles on which the procedure is based like the company rules, apply to all employees.

It is the Company's intention to create a good working relationship between employees and management, to promote effective communication and to encourage counseling in appropriate cases to ensure that the required standards of performance and conduct are maintained. In some cases, it will be necessary to take formal disciplinary action and it is the Company's policy to implement effective and equitable arrangements for handling such matters to ensure fair treatment of all employees.

21.2 Principles

- a) In certain circumstances, no disciplinary action will be taken against an employee until the case has been fully investigated and substantiated
- b) At every stage in the procedure the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made
- c) Help or advice that may assist the employee to correct the circumstances that lead to disciplinary action will be offered whenever possible. Where appropriate, training will be provided and the employee will be expected to take advantage of this opportunity
- d) At all stages of the procedure the employee will have the right to be accompanied by a work colleague. It is the employee's responsibility to secure the attendance of such a companion, and they shall have the right to decline to attend. Any such employee representative has rights to confer with the employee or address the panel, but cannot answer questions on your behalf. If the employer's choice of representative is not available for the meeting, the Company will try to re-arrange the meeting to take place within five working days of the original meeting date.
- e) No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty will be dismissal without contractual notice
- f) An employee will have the right to appeal against any disciplinary penalty imposed, and will have the right to be accompanied at the Appeal Hearing by a work colleague.

Listed below are examples of conduct regarded as unacceptable and which will always result in disciplinary action. It is not possible to cover all instances of misconduct or state what the outcome of disciplinary action would be. This depends on the circumstances of each case but will be carried out in line with the agreed procedure. Every case has to be carefully considered.

If disciplinary action is necessary, it must be taken in accordance with the procedure. Offences of misconduct will normally result in the issue of a warning, and offences of gross misconduct will normally result in dismissal. However, an example of gross misconduct may become misconduct because of mitigating circumstances. Similarly, an example of misconduct may become gross misconduct due to the seriousness of the particular circumstances. It is important however, that employees are aware of what is regarded as 'gross misconduct' and other 'misconduct' generally.

21.3 Gross Misconduct

The following are potentially viewed by the Company as examples of gross misconduct. The following list, which is not exhaustive, identifies examples of offences which are normally regarded as gross misconduct: -

- **Assault or any other serious acts of sexual, racial or other harassment or harassment of individuals who have a disability**

- Abusive, violent behavior or fighting at work or at a Company function held off the premises but whilst on duty;
- Dishonesty or corruption
- Disloyalty or breach of confidentiality
- Falsifying Company documents or expenses claims
- Contravention of the Company's I.T. Security Policy or Guideline
- Contravention of the Company's Policy on Personal Use and Monitoring of Company Information and Communications Systems
- Unauthorized possession or disposal of Company goods or property
- Vandalism or willful damage to the property of the Company or a colleague
- Behavior likely to damage the image or interests of the Company to a material extent
- Theft or attempted theft of, or willful damage to, Company property or that belonging to a colleague
- Gross Insubordination or willful refusal to comply with a Company instruction or rule
- Serious or persistent breach of any of your conditions of employment;
- Serious breach of health and safety rules and procedures;
- Making false or fraudulent claims against the Company;
- Sales and/or consumption of alcohol or illegal drugs at work;
- Material non-adherence with the Company's sickness or security procedures;
- Failure to disclose any criminal convictions (other than spent convictions);
- Failure to comply with lawful and reasonable instructions;
- Willful withholding of material information or misrepresentation of details supplied, during the recruitment process
- Being under the influence of alcohol or drugs whilst on the rig, on the Company premises or whilst representing the Company in any way;
- Consorting inappropriately with customers;
- Taking, receiving or requesting a bribe or other inducements whilst carrying out your duties;
- Refusal to turn up for crew change without express authorization;
- Dealing with the media without prior Management approval; and/or
- Breach of criminal law or regulations applicable to either the individual or the Company

If an employee is suspended of an act of misconduct, the employee may be suspended from work on full pay, normally for no more than five working days, while the company investigates the alleged offence. If, on completion of the investigation and the full Disciplinary Procedure the appropriate Manager is satisfied that gross misconduct has occurred, the result will normally be summary dismissal. Where such a dismissal is commuted, it will be replaced with an indefinite Final Written Warning, and any recurrence will result in summary dismissal.

21.5 Repeated Misconduct

A single act of misconduct will not normally justify dismissal. However, under the concept of repeated misconduct this act when added to others may result in dismissal. Please note this list is given by way of example and is not exhaustive.

21.6 Stages in Formal Procedure

There are four stages in the Procedure. The Company reserves the right to initiate the Procedure at any stage, or to jump stages, depending on the seriousness of the conduct/performance.

1st Stage – Verbal Warning

In cases of unsatisfactory performance or misconduct, an employee will initially be given a formal verbal warning. A note of the verbal warning will be entered on the employee's personal file and a copy provided to the employee.

2nd Stage – Written Warning

In the event of more serious or further misconduct or a failure to meet the required standards of work performance, the employee will normally be given a written warning. This will contain:

- **Details of the offence or failure in performance**
- **Details of the required improvement in performance**
- **Time scale for achievement**
- **Any assistance to be given**
- **A note of any explanation by the employee**
- **A reminder that further misconduct or failure to improve work performance will lead to further disciplinary action and may lead to dismissal.**
- **A copy of this written warning will be kept on the employee's personal file.**
- **The employee will be asked to sign a copy of the warning as acknowledgement of receiving it.**

In the event of more serious or further misconduct or failure to improve standards of work performance, or if the misconduct or poor performance is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal, **a final written warning** will be given to the employee.

3rd Stage – Final Written Warning

It will contain the same particulars as 2nd Stage – Written warning. A copy of this written warning will be kept on the employee's personal file.

The employee will be asked to sign a copy of the warning as acknowledgement of receiving it.

If conduct or performance remains unsatisfactory, and the employee still fails to reach prescribed standards, dismissal will normally result.

The employee will be provided, as soon as is reasonably practicable, with written confirmation of the dismissal and the date on which employment terminated or will terminate.

4th Stage – Dismissal

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result.

However, in some circumstances, alternative action may be appropriate e.g. demotion, transfer, disciplinary suspension without pay. Only the person issuing the Final Written Warning or a more senior Manager can take the decision to dismiss. The employee will be informed of the date on which employment will terminate and of the right of Appeal. Pay and benefits Accrued salary will be calculated for earned income only as at date of dismissal. With the exception of accrued pension, all other benefits, entitlements and privileges will cease and/or be forfeited effective immediately. In the event that an employee is dismissed on grounds of financial misappropriation/fraud, any earned income will be utilized in offsetting the amount of which the staff is indebted in accordance with the company's exit process.

21.7 Conduct of Disciplinary Interview

Employees will always receive advance notification of disciplinary meetings and will be told of the action which could result. At each stage of the procedure, the employee will be informed of the nature of the complaint against him/her and shall have an opportunity to state his/her case before a decision is taken.

No disciplinary action will be taken against an employee until the matter has been fully investigated and the manager involved in taking the action has considered any explanation given by the employee.

21.8 Authority to Take Disciplinary Action

At the 1st and 2nd Stages of the procedure, disciplinary action may be taken by the employee's immediate manager. At the 3rd and 4th Stages of the procedure, disciplinary action may only be taken by the head of department or a manager of equal or higher organizational level.

The HR Department is the reference point on questions of consistency or interpretation of the Disciplinary Policy and Procedure and must always be involved prior to disciplinary action.

21.9 Disciplinary Panel

The disciplinary panel will consist of the line manager and the HR Manager.

21.10 Records

The head of department should maintain direct control of all disciplinary records. A copy of all records must be placed on the employee's personal file in the HR Department.

All warnings will remain upon the employee's personal file indefinitely, but will normally be disregarded for disciplinary purposes after the following periods:

1st Stage – Verbal Warning: 3 months

2nd Stage – Written Warning: 6 months

3rd Stage – Final Written Warning: 12 months

These time periods may, however, be extended if appropriate, taking into account the nature of the offence.

21.11 APPEAL PROCEDURE

21.11.1 Appeals – How to Appeal

At any stage of the procedure (including dismissal) an employee has a right to appeal against the disciplinary decision. The employee should inform the HR Department in writing within five working days of the notification of the disciplinary decision. All appeals will be heard as speedily as possible.

21.11.2 Appeal Hearing

The appeal will be heard by the immediate superior of the manager who took the disciplinary action. If that individual was involved in the decision to take action or is unavailable, the appeal will be heard by another manager of equal or higher organizational level. The decision of the appeal hearing will be final.

21.11.3 Appeal against Dismissal

An appeal against dismissal shall be conducted as a re-hearing.

If an appeal against dismissal is successful, the employee will be reinstated and full payment will be made for the period between dismissal and reinstatement.

Any disputes regarding the provisions of this Policy, will ultimately be referred to the MD by the HR Manager. A final decision will be made after consideration of the issue and implications involved.

22. Grievance procedures

It can sometimes happen that problems occur where a number of people work together. Employee may, therefore, experience problems from time to time with individual members of staff or with your employment generally. The Company takes such matters very seriously and urges any employee who feels they are experiencing such problems to come forward immediately and confidentially to raise the matter (see below for the procedure options). This applies whatever the nature of the problem, whoever it might involve, and however senior such person/people might be.

The Company wishes to resolve employees' genuine grievances speedily, effectively and fairly. Any employee who has a grievance may use the following procedure and may be accompanied by a work colleague at any stage of the formal procedure.

22.1 Informal procedure

Initially employee may wish to raise a grievance or problem at work informally with their immediate Manager. If the grievance cannot be resolved in this way or such employee is not satisfied with the response, the employee is advised to raise the matter formally using the following procedure.

22.2 Formal procedure

If an employee has any grievance relating to work, working environment or working relationships he/she should raise such grievance in writing with his/her immediate manager. If the grievance relates to such Manager, he/she may raise it with the Human Resources Department; the employee will be invited to a meeting to resolve the grievance.

23 Discrimination and harassment

At BESL, harassment means any conduct which is unwanted or offensive to an individual. It may relate to gender, sexual orientation, marital status, age, race, colour, nationality, ethnic origin, religion or disability. Harassment also relates to behaviour that can cause an individual to feel threatened, humiliated and/or undermined within the workplace, such as being ignored by colleagues or constantly being subjected to bullying.

Therefore, it is for individuals to determine what behaviour is acceptable to them and what they regard as offensive. All employees should be careful about what they say and do. Even when an employee believe that his/her conduct is not offensive, the recipient may find it offensive and it can be viewed as harassment.

23.1 Dealing with discrimination and harassment

Because we embrace diversity and respect the personal dignity of our fellow employees BESL respects the personal dignity, privacy and personal rights of every employee and is committed to maintaining a workplace free from discrimination and harassment. Therefore, employees must not discriminate on the basis of origin, nationality, religion, race, gender, or age, or engage in any kind of verbal or physical harassment based on any of the above or any other reason. Employees who feel that their workplace does not comply with the above principles are encouraged to raise their concerns with the HR/Admin Department.

All employees should consider at all times whether their actions could be deemed to be inappropriate or offensive to others. The HR team will provide confidential advice if an employee feels he/she has been subjected to discrimination or harassment and will provide any assistance required in the resolution of these issues, whether the process necessitates informal or formal measures. Any complaints of discriminatory behaviour will be investigated in accordance with the provisions of the Grievance Procedure and disciplinary actions will be carried out on the accused employee accordingly.

24. Equality, diversity and respect

The Company values, respects and enjoys the diversity of colleagues and all other stake holders. Our objective is that all our colleagues and stakeholders are able to work, receive fair treatment and be served in an environment free from discrimination and harassment. Our policy is to ensure that no job applicant, employee or client receives unfavorable treatment or is subject to harassment on the grounds of race, sex, colour, age, marital status, nationality, religion, disability, sexual orientation, ethnic origin or hours of work. Nor should they be disadvantaged by conditions or requirements which cannot be shown to be justifiable.

The effective implementation of this policy is the responsibility of us all. Employees are required to co-operate with the Company to ensure that the Equality and Diversity policy is implemented in full. Additionally, an employee have the responsibility to draw to the attention of his/her line Manager, situations which he/she believe to be discriminatory. If you believe you have received less favourable treatment on any of the above grounds, you should use the Grievance Procedure to resolve the matter. The disciplinary procedure will be followed for acts of direct or indirect discrimination in the course of employment against colleagues, job applicants or customers on the above grounds.

In serious cases, such discriminatory behaviour will be deemed to constitute gross misconduct and may result in summary dismissal.

25. Information Technology (IT) Policy

BESL rigs and client's are heavily dependent upon computers and the information they hold. It is important that we protect our systems against the various risks to which they may be exposed, and that we comply with laws governing the use of computers in business, e.g. Data Protection Act. It is also important that we protect our employees against inappropriate or offensive misuse of the system.

It is BESL's policy that:

- a) Commercial and personnel information should only be available to those genuinely needing access to it;
- b) Information will be kept up to date and its confidentiality maintained;
- c) Information held by the Company is to be used only for business purposes and in a manner, which reflects BESL's corporate values;
- d) Plans will be developed and tested to ensure that every day business activities can be quickly resumed if a system fails;
- e) Employees will receive training in information security;
- f) Individuals are accountable for their actions, when accessing and using information;
- g) Only properly obtained and authorized software may be used on the Company's systems;
- h) Employees will respect the Data Protection Policy circulated by the Company and other laws and rules governing the use of computers in business and
- i) All employees whether temporary or permanent are expected to maintain the quality and confidentiality of our information, and to use our information systems for legitimate business purposes.

The following activities are considered unacceptable:

- a) Accessing other users' accounts without their knowledge or permission;
- b) Deliberately corrupting data belonging to others or destroying it without prior agreement;
- c) Selfishly using the network resources in such a way that it denies the service to others e.g. by attempting to download large files during busy periods or sending trivial e-mails which may clog up the systems or divert other staff from their work;
- d) Time-wasting through excessive browsing of bulletin boards or the Web;
- e) Installing and using non-standard software on the system without getting agreement from Information Technology department;
- f) Accessing network facilities or services without authorization and

g) Creating, sending or forwarding material that is abusive or likely to cause particular offence or anxiety such as sexist, racist or similar jokes, pornographic material, e-mail chain letters, or electronic junk mail.

26. Business Standards Policy

26.1 Business Ethics

Bill Energy Services Limited seeks the highest ethical standards in carrying out its business activities. The Board of Directors endorses the view that business should be conducted honestly, fairly and legally. Corrupt practices of any sort will not be tolerated and may result in summary dismissal.

Employees are expected to act responsibly and in the best interests of BESL at all times.

Employees must at all times ensure the Company's funds and property are used only for legitimate company business purposes.

26.2 Gifts, Hospitality and Favours

Employee must not accept gifts or favours from any person or organization with which BESL has, or may have, a business connection unless they are reasonable customary trade gifts and entertainment of negligible value which are not morally binding; e.g. diaries, mugs etc.

The total value of gifts or favours must not exceed N10, 000 in a financial year from any one source. Any gifts over the value of N5, 000 must be disclosed to your line manager.

Acceptance of cash as gifts is **absolutely prohibited**.

Employee must not offer gifts, hospitality, facility fees, pre-clearance fees or other favours to clients or suppliers, unless pre-authorized by an Executive Director. The payment of bribes or anything that may be construed or viewed as bribery will not be tolerated.

Corporate entertainment may not be accepted or arranged until Executive Director level authority has been obtained.

26.3 Conflict of Interest

We will always act in the best interests of BESL; A Conflict of Interest occurs when personal interests of an employee or the interests of a third party compete with the interests of BESL. In such a situation, it can be difficult for the employee to act fully in the best interests of BESL.

Employees shall avoid Conflicts of Interest whenever possible. BESL expects all employees to perform their duties conscientiously, honestly and in accordance with the best interests of the Company. employee must not use his/her position, or knowledge gained through your employment with the Company, for private or personal advantage or in such a manner that a conflict or an appearance of conflict arises between the Company's interest and your own personal interest. If a Conflict of Interest situation has occurred or if an employee faces a situation that may involve or lead to a Conflict of Interest, the employee shall disclose it to his or her Line Manager and/or the HR Department to resolve the situation in a fair and transparent manner.

26.4 Relationships with Clients, Contractors and Suppliers

Employee must be independent and be seen as independent from any business organization that has a contractual relationship with BESL or provides goods or services to the Company.

Employee must not invest in, nor acquire any financial interest, directly or indirectly, in any organization, which has a contractual relationship with the Company without having secured prior approval from the Managing Director(MD).

In dealing with clients, contractors and suppliers you must:

- Inform a supplier of any bribe or attempted bribe by the supplier's personnel.
- Ensure no bribe is paid to personnel of a supplier of the Company.
- Have regard for the interests of creditors when requesting an extension of time in which to pay or when making due payments.
- Keep business and personal activities separate so as not to create the perception of a conflict of interest.
- Keep the proprietary data of a supplier or potential supplier protected.

26.5 Bribes/Gratification

It is absolutely forbidden for a member of staff to:

- Offer or receive bribes in any circumstances. This includes payments or favours to or from third parties;
- fail to report any indication of improper payments, gifts or entertainments
- Encourage or force another individual to violate these rules or ignore any indication that there might be a violation of these rules.

26.6 Whistle Blowing

If an employee believes his own actions have or may have contravened this Policy, such Employee should either inform the person to whom he reports to, or the Human Resources Department.

If an Employee suspects a contravention of this Policy has been committed by another employee of the company, the Employee should promptly and confidentially report this, preferably in writing, to his/her line Manager or to the HR Department.

By following this process confidentiality will be maintained and the matter will be investigated impartially. All information will be treated confidentially and there will be no retaliation for those who blow the whistle on any illegal or unethical behaviour. In view of the undertaking to keep your reports confidential, it is not necessary to make anonymous reports and anonymous letters will generally be ignored by the Company. The HR manager will act as an ethical counselor to provide you with private and impartial advice on any situation you feel may be a breach of this code. A whistle blowing contact detail will be provided at the induction.

26.7 Authority to Spend or Commit on Behalf of the Company

Depending on your position and seniority within the Company common law may provide that you can bind the Company to obligations even though Company policy may not allow you to do this and despite the fact that you may not have issued an order in this regard. You are required to take special care that you do not bind the company in any way that you are not authorized to do. Failure to abide by this rule could result in disciplinary action even if unintentional.

27. Medical Benefits

You will be added to the Company's medical scheme upon resumption or successful completion of your training (as may be applicable). The Human Resources department will confirm details relating to the Company's medical cover.

28. Training and Development Policy

All individual development needs should be identified at least once a year by Line management & HR through the conduct of an annual training needs analysis. This will normally happen at the end/beginning of the financial year. After the development discussion, all the agreed training needs will be used for the development of a company-wide training calendar.

Part 3

General Information

29. Dress code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately in their personal protective equipment's or PPE's while they are on the rig at all times.

While in the campsite or representing the Company or clients, BESL requires its employees to dress formal; except for field engineers who kit in safety wears. However, all employees are expected to be dressed smartly, cleanly and professionally. In general, the Company will judge employees' dress with this progressive and professional approach, guided by the principle that appropriate dress is that which will be conducive to high performance and the creating of a positive image in the eyes of the Company's clients, shareholders, suppliers, partners and other stakeholders.

30. Dealing with the media

One of the most effective ways of enhancing our reputation is by obtaining favourable media coverage for BESL. Careless or contradictory statements can do much to damage our reputation. Therefore, our policy is to plan and manage media relations to ensure that our reputation for Assets, leadership and excellence is continually enhanced.

Only nominated Executives have authorization to talk to the media and to give any form of newspaper, radio or TV interviews. Please immediately refer any media enquiries to your Toolpusher or Manager as nobody on the rig has the authority to speak with the press. It is therefore gross misconduct for anyone in BESL to have contact with the media regarding BESL without prior authorization.

31. Use of mobile phones

Personal mobile phones must NEVER be taken anywhere close to the rigsite. All mobile phone are to be left in the rooms or campsite except that of the Toolpusher, Night Toolpusher, Rig Nurse, HSE, Driller or official visitors.

32. Smoking, Alcohol and Drugs

BESL operates an absolute no smoking policy in all Company buildings as well as Drug-Free / Alcohol-Free Environment Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business. Prescription drugs or over-the counter medications, taken as prescribed, are an exception to this policy. Anyone violating this policy may be subject to disciplinary action, up to and including termination.

33. Personal Effects

It is every Employee's responsibility to ensure the safekeeping of cash and personal effects on a day to day basis while on the rig site or camp site/premises. Employees should also arrange appropriate insurance cover to protect themselves against loss or damage to personal possessions as BESL will not guarantee the safety and security of personnel effects while on the rig. Cash and other valuables should not be left unattended except when locked in a secure cupboard or drawer and, in any event, should not be left overnight.

OFFICIAL BEST DOCUMENT - PRINTED COPY NOT VALID

Acknowledgement

I acknowledge that I have read and understood the tig crew staff Handbook. I understand that I am responsible for reading the information contained in the Handbook. I understand that the handbook is intended to provide me with a general overview of the company’s policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with the company is at-will. I have the right to resign at any time with or without cause, just as the company may terminate my employment at any time with or without cause or notice, subject to applicable laws.

I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and the Company.

I acknowledge that the company may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the company’s sole discretion.

Employee Signature.....

Date.....

FOR THE COMPANY