



CONTRACT NO: CW389493

FOR

**LEASE OF LAGOS – PORT HARCOURT AND PORT HARCOURT – GBARAN
FIBRE CIRCUITS**

BETWEEN

**THE SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA
LIMITED**

AND

MAINONE CABLE COMPANY NIGERIA LIMITED

THIS CONTRACT IS MADE ON 21ST MAY 2020 BETWEEN:

THE SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED, whose registered office is at Shell IA, P.O. Box 263, Rumuobiakani, Port Harcourt, Rivers ("COMPANY"),

and

MAINONE CABLE COMPANY NIGERIA LIMITED, whose registered office is at 3B Ligali Ayorinde Street, Victoria Island, Lagos, Nigeria ("CONTRACTOR"),

THE PARTIES AGREE AS FOLLOWS

SECTION I – FORMATION OF CONTRACT and NOTICE PARTIES

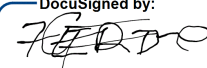
- (a) SCOPE is described in part as LEASE OF LAGOS – PORT HARCOURT AND PORT HARCOURT – GBARAN FIBRE CIRCUITS, and is described in more detail in the CONTRACT.
- (b) The CONTRACT PRICE is set out in the schedule of prices.
- (c) The CONTRACT has an effective date of 1st June 2020 and will terminate on 31st May 2021.
- (d) Notices under the CONTRACT must be made in the manner set out in the general terms and conditions and delivered:

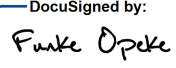
COMPANY FOCAL POINT:	CONTRACTOR FOCAL POINT:
Name: Eghosa Igunbor	Name: Olaseni Aiyeomuro
Reference/Office indicator:	Title: Sales Manager, Oil and Gas
Address: THE SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED, INDUSTRIAL AREA, PORT HARCOURT	Address: 3B Ligali Ayorinde Street, Victoria Island, Lagos, Nigeria
Telephone: +234 (0) 8070241444	Telephone: +234 (0) 8023695000
e-mail: eghosa.igunbor@shell.com	e-mail: olaseni.aiyeomuro@mainone.net

Signatories

For and on behalf of THE SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED

For and on behalf of MAINONE CABLE COMPANY NIGERIA LIMITED

DocuSigned by:

33C3798705DE492...

DocuSigned by:

4D6A4885AFCA4D9...

Name: FERDINAND GINIGEME
Position: SERVICE AND OPERATIONS MANAGER

Name: FUNKE OPEKE
Position: CHIEF EXECUTIVE

SECTION II – DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

ACCEPTANCE	COMPANY accepts SCOPE in writing or is deemed to have accepted SCOPE in the manner specified by the CONTRACT.
AFFILIATE	in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any AFFILIATE of Royal Dutch Shell, plc is an AFFILIATE of COMPANY.
AGENCY PERSONNEL	those CONTRACTOR PERSONNEL who are not direct employees, but are working under the direct control and supervision of CONTRACTOR GROUP.
ANTI-CORRUPTION LAWS	the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other APPLICABLE LAWS that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any GOVERNMENT OFFICIAL or any other PERSON.
APPLICABLE DATA PROTECTION LAW	all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, provincial laws applicable to COMPANY when acting as a controller or processor of PERSONAL DATA, in particular REGULATION (EU) 2016/679 (GDPR).
APPLICABLE LAWS	where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by AUTHORITIES; and (e) regulatory approvals, permits, licences, approvals, and authorisations.
AUTHORITIES	the government and any county, municipality, local government, or other political subdivision, instrumentality, ministry, or department which has jurisdiction over any part of SCOPE, or any county, municipality, local government or other political subdivision thereof.
BOOKS AND RECORDS	books, accounts, contracts, records, and documentation, in electronic format, or otherwise, in respect of the CONTRACT and performance of SCOPE.
COMPANY GROUP	COMPANY and: (a) its CO-VENTURERS and JOINT VENTURES; (b) any AFFILIATE of COMPANY, its JOINT VENTURES, or its CO-VENTURERS; and (c) any director,

	officer, employee, or other individual working under the direct control and supervision of COMPANY, its JOINT VENTURES, or CO-VENTURERS, or the AFFILIATES of COMPANY, its JOINT VENTURES, or CO-VENTURERS. A reference to COMPANY GROUP includes a reference to each of its members severally.
COMPANY PROVIDED ITEMS	items of materials, equipment, services, or facilities, provided by COMPANY to CONTRACTOR to perform SCOPE.
CONFIDENTIAL INFORMATION	all technical, commercial, photographic or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a PERSON's business, including WORK PRODUCT, PERSONAL DATA, and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms, negotiations, and existence of the CONTRACT, proprietary software, IP RIGHTS, and business records. A reference to COMPANY GROUP'S CONFIDENTIAL INFORMATION includes WORK PRODUCT and the terms, negotiations, and existence of the CONTRACT.
CONSEQUENTIAL LOSS	(a) indirect or consequential losses; and (b) loss and/or deferral of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.
CONTRACT PRICE	the total amount payable by COMPANY to CONTRACTOR in accordance with the CONTRACT.
CONTRACTOR EQUIPMENT	any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by CONTRACTOR GROUP, provided title has not passed and will not pass to COMPANY under the CONTRACT.
CONTRACTOR GROUP	CONTRACTOR and: (a) its SUBCONTRACTORS; (b) any AFFILIATE of CONTRACTOR or its SUBCONTRACTORS; and (c) any director, officer, employee, other PERSON or AGENCY PERSONNEL employed by or acting for and on behalf of CONTRACTOR, its SUBCONTRACTORS, or the AFFILIATES of CONTRACTOR and its SUBCONTRACTORS. A reference to CONTRACTOR GROUP includes a reference to each of its members severally.
CONTRACTOR PERSONNEL	any individual provided by CONTRACTOR GROUP, whether directly or indirectly, and assigned to work in connection with the performance of SCOPE, whether or not an employee of CONTRACTOR GROUP.
CO-VENTURER	any PERSON who is a party to a joint operating agreement, unitisation agreement, including a JOINT VENTURE, or similar agreement: (a) with COMPANY or any of its AFFILIATES; and (b) which agreement is related to SCOPE performed under the CONTRACT. A reference to CO-VENTURERS includes a reference to each CO-VENTURER severally and to its respective successors and permitted assigns.
FORCE MAJEURE EVENT	the events qualifying as a force majeure event as expressly set out in the CONTRACT.

GOVERNMENT OFFICIAL	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
HSSE STANDARDS	(a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to CONTRACTOR, by or on behalf of COMPANY, designed to manage HSSE risks during performance of SCOPE under the CONTRACT; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by COMPANY GROUP or otherwise) in force at a relevant COMPANY GROUP WORKSITE at the time of performance of SCOPE.
INDEMNIFY	release, save, indemnify, defend, and hold harmless.
INDIRECT TAXES	any of the following: (a) value added tax; (b) goods and services tax; or (c) sales tax or a similar levy.
INSOLVENCY EVENT	if a PERSON: (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY EVENTS listed above.
IP RIGHTS	all patents, copyright, database rights, design rights, rights in CONFIDENTIAL INFORMATION, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term, and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.
JOINT VENTURE	any entity: (a) which itself is not an AFFILIATE OF COMPANY; (b) in which an AFFILIATE OF COMPANY has a direct or indirect ownership interest; and (c) the activities of which are related to SCOPE.
LIABILITIES	liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

LIENS	liens, attachments, charges, claims, or other encumbrances against SCOPE or property of COMPANY GROUP.
LIQUIDATED DAMAGES	amounts agreed in the CONTRACT, that CONTRACTOR must pay to COMPANY if certain events or obligations as specified in the CONTRACT are not achieved or not timely achieved.
OTHER CONTRACTOR	any other contractor engaged by COMPANY GROUP to perform work at the WORKSITE.
OTHER PERMITTED BUYER	(a) JOINT VENTURES; and (b) SHELL CONTRACTORS.
PERSON	a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.
PERSONAL DATA	any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
PURCHASE ORDER	a written order issued as permitted by the CONTRACT from COMPANY to CONTRACTOR to purchase SCOPE.
RESTRICTED JURISDICTION	countries or states that are subject to comprehensive trade sanctions or embargoes (as may be amended by the relevant AUTHORITIES from time to time).
RESTRICTED PARTY	(a) any PERSON targeted by national, regional, or multilateral trade or economic sanctions under APPLICABLE LAWS; (b) any PERSON designated on the United Nations Financial Sanctions Lists, European Union (EU) or EU Member State Consolidated Lists, US Department of the Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any AFFILIATES of such PERSONS; and (d) any PERSON acting on behalf of a PERSON referred to in the foregoing.
SCOPE	the GOODS to be delivered or the SERVICES to be performed, as the case may be, by or on behalf of CONTRACTOR under this CONTRACT, and all other activities and obligations to be performed by or on behalf of CONTRACTOR under this CONTRACT.
SERVICES	services to be supplied by CONTRACTOR under the CONTRACT, including the results of those services.
SHELL CONTRACTOR	a PERSON acting as contractor of an AFFILIATE of Royal Dutch Shell plc.
SOFTWARE	any software forming part of SCOPE or necessary for the intended use of SCOPE, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally

	available associated software items, together with the licence to use them or ownership rights in them.
STANDARDS OF PRACTICE	with reference to SCOPE and the performance of SCOPE, the sound standards, methods, skill, care, techniques, principles, and practices that are recognised and generally accepted in the international oil, gas, and petrochemical industry.
SUBCONTRACT	any contract between CONTRACTOR and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of SCOPE, including any call off under framework agreements of COMPANY or an AFFILIATE of COMPANY and supply agreements for materials.
SUBCONTRACTOR	any party to a SUBCONTRACT, other than COMPANY and CONTRACTOR, including any employers of AGENCY PERSONNEL (except as explicitly provided otherwise).
TAXES	all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where SCOPE is performed or any other country in accordance with APPLICABLE LAWS.
TRADE CONTROL LAWS	all APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.
VARIATION	a modification or alteration of, addition to, or deletion of, all or part of SCOPE.
VARIATION ASSESSMENT	a proposal prepared by CONTRACTOR in respect of a VARIATION in which it provides full detail of the following: (a) the impact of the proposed VARIATION on SCOPE; (b) a detailed schedule for the performance of adjusted SCOPE; (c) the effect on the CONTRACT PRICE (if any), determined in accordance with the CONTRACT; and (d) any other information COMPANY concludes is necessary for its evaluation.
VARIATION ORDER	a written order for a VARIATION authorised by COMPANY.
WORK PRODUCT	any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or material, which arises or is made, created, or generated under the CONTRACT, in connection with SCOPE, or is made, created, or generated from or using COMPANY GROUP's CONFIDENTIAL INFORMATION or COMPANY GROUP's IP RIGHTS.

WORKSITE	lands, waters, and other places on, under, in, or through which SCOPE or activities in connection with SCOPE are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.
----------	---

SECTION IIIA – SPECIAL TERMS AND CONDITIONS

1 PURCHASE ORDERS

- (a) SCOPE is to be purchased through separate PURCHASE ORDERS. Each PURCHASE ORDER is a stand-alone contract between the parties to the PURCHASE ORDER. Each PURCHASE ORDER incorporates the terms of this CONTRACT.
- (b) No terms in CONTRACTOR's quotation, acknowledgment, confirmation accepting the PURCHASE ORDER, invoice, specification, or similar document will form part of the agreement between the parties. CONTRACTOR waives any right to rely on such terms and conditions.
- (c) COMPANY may issue separate PURCHASE ORDERS for SCOPE. Where COMPANY is an AFFILIATE of Royal Dutch Shell plc, then AFFILIATES of COMPANY and OTHER PERMITTED BUYERS in COMPANY's jurisdiction may also issue PURCHASE ORDERS for SCOPE in their own name. For PURCHASE ORDERS issued by AFFILIATES of COMPANY or OTHER PERMITTED BUYERS, references to "COMPANY" in this CONTRACT will refer to the issuer of the PURCHASE ORDER. Only the issuer of the PURCHASE ORDER will have any liability in connection with that PURCHASE ORDER.

2 REQUIREMENTS PERTAINING TO SCOPE

- (a) This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.
- (b) Time is of the essence for the performance of SCOPE.
- (c) Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

3 [INTENTIONALLY DELETED]

4 REQUIREMENTS PERTAINING TO SERVICES

4.1 SERVICES Warranties

- (a) CONTRACTOR warrants that all SERVICES supplied in connection with the performance of SCOPE will be: (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and (iii) free from any defect or deficiency.
- (b) Unless a different period is specified in the scope description, CONTRACTOR's warranty for SERVICES applies to all defects arising within 12 months of COMPANY's ACCEPTANCE of the SERVICES.
- (c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

4.2 Additional SERVICES Assurances

CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARDS OF PRACTICE. CONTRACTOR will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.

4.3 CONTRACTOR PERSONNEL in Connection with SERVICES

Where required by COMPANY, CONTRACTOR will perform at its own expense security background checks and obtain entry credentials for CONTRACTOR PERSONNEL on COMPANY GROUP WORKSITES.

5 COMPENSATION, PAYMENT, AND INVOICING

- (a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency requested by COMPANY, if not otherwise specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.
- (b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.
- (c) COMPANY will pay CONTRACTOR any undisputed amount within 45 days after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.
- (d) COMPANY may use certain electronic tools and services for notifications of completion of SCOPE, invoicing, payment of invoices, and other related transactions. CONTRACTOR will use the tools and services identified in the CONTRACT or otherwise by COMPANY and will make its information technology systems compatible with those tools and services. For tools and services facilitated by a third party provider, CONTRACTOR will enter into contracts with the relevant provider.
- (e) Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) evidence SCOPE was performed in accordance with the CONTRACT.
- (f) If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

6 QUALITY ASSURANCE

CONTRACTOR must have quality assurance programs in place adequate to support its performance of SCOPE.

7 ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE

In the event that performance of SCOPE requires CONTRACTOR or CONTRACTOR PERSONNEL to access COMPANY GROUP's technical information, information technology, or resources (including

COMPANY's infrastructure), CONTRACTOR will sign and comply with COMPANY's standard terms and conditions for access and security, unless other terms applicable to the CONTRACT were agreed on by the parties in writing.

8 VARIATIONS

COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT for reasons of emergency, safety, or other reasonable necessity. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

9 INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE

- (a) To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.
- (b) CONTRACTOR will request ACCEPTANCE from COMPANY: i) of GOODS by completion of delivery; or ii) of SERVICES by writing on completion of SCOPE. COMPANY will not unreasonably delay any response to a request for ACCEPTANCE. Where any SCOPE has not otherwise been accepted or rejected by COMPANY in writing, ACCEPTANCE will be deemed to have occurred 30 days after GOODS or the results of SERVICES have been placed in commercial use by COMPANY GROUP. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

10 REMEDIAL ACTIONS

If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where: (i) emergency situations or other HSSE risks require the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not timely complete the actions according to the agreed schedule. CONTRACTOR's warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

SECTION IIIB – GENERAL TERMS AND CONDITIONS

1 PERFORMANCE

- (a) CONTRACTOR will participate in business performance reviews to discuss HSSE performance, CONTRACTOR's financial condition and other key performance indicators (KPIs).
- (b) The frequency of business performance reviews will be established by the SCOPE DESCRIPTION or, alternatively, by COMPANY's representative.

2 TAXES

2.1 CONTRACTOR TAXES

CONTRACTOR will be responsible for payment of all TAXES, and any interest, fines, or penalties for which CONTRACTOR GROUP is liable for: (a) income, capital gains, and wages; and (b) import or export of CONTRACTOR EQUIPMENT, or the movement of CONTRACTOR PERSONNEL.

2.2 INDIRECT TAXES

If INDIRECT TAXES apply, CONTRACTOR will add them to the invoice as a separate item, and COMPANY will pay them in addition to the CONTRACT PRICE.

2.3 Withholding

- (a) Where required under APPLICABLE LAWS, COMPANY will withhold, or deduct and pay over to relevant AUTHORITIES, TAXES from amounts payable to CONTRACTOR. CONTRACTOR acknowledges that any sum withheld or deducted will, for the purpose of the CONTRACT, be deemed to have been paid to CONTRACTOR and that the sum is a corresponding discharge of COMPANY's liability to CONTRACTOR under the CONTRACT.
- (b) Where COMPANY makes a withholding or deduction as required by APPLICABLE LAWS, COMPANY will provide CONTRACTOR with credit notes upon receipt from the Federal Inland Revenue Service ("FIRS") or appropriate tax authority.
- (c) If CONTRACTOR holds a valid exemption certificate, it will provide copies or further information to substantiate an entitlement to avoid the withholding, which COMPANY may then rely on to apply the exemption.

3 LIENS

- (a) CONTRACTOR warrants good and clear title to SCOPE supplied.
- (b) CONTRACTOR will not permit CONTRACTOR GROUP to place any LIENS or claim any LIENS.
- (c) CONTRACTOR will immediately notify COMPANY and promptly remove any LIENS by CONTRACTOR GROUP.

4 SUSPENSION

- (a) COMPANY may suspend the CONTRACT or part of SCOPE for cause by written notice with immediate effect pending COMPANY's decision on termination where COMPANY concludes it has

grounds to terminate the CONTRACT for cause. Where suspending for cause, CONTRACTOR will not be entitled to any VARIATION or other compensation.

- (b) COMPANY may suspend the CONTRACT or part of SCOPE for convenience at its own discretion with seven days' prior written notice. CONTRACTOR may seek a VARIATION if actions required by suspension impact the schedule or timing of SCOPE.
- (c) COMPANY may at any time withdraw by written notice all or part of a suspension, and CONTRACTOR will resume performance.

5 TERMINATION

5.1 Termination by COMPANY for cause

- (a) COMPANY may terminate the CONTRACT or part of SCOPE for cause by written notice with immediate effect if:
 - (i) in connection with performance of the CONTRACT, CONTRACTOR GROUP breaches its own Business Principles, or if it has no equivalent principles, then Shell's Business Principles;
 - (ii) CONTRACTOR GROUP violates ANTI-CORRUPTION LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws or HSSE STANDARDS;
 - (iii) CONTRACTOR GROUP becomes a RESTRICTED PARTY; or
 - (iv) CONTRACTOR is subject to an INSOLVENCY EVENT.
- (b) COMPANY may terminate the CONTRACT or part of SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.

5.2 Termination by COMPANY for convenience

- (a) COMPANY may terminate the CONTRACT or part of SCOPE for convenience at its own discretion with 30 days' prior written notice.

5.3 Termination by CONTRACTOR for cause

- (a) CONTRACTOR may terminate the CONTRACT if COMPANY fails to pay an undisputed amount to CONTRACTOR that is properly presented, due, and payable for more than 60 days and exceeds 5% of the CONTRACT PRICE, assuming complete performance of the CONTRACT, subject to:
 - (i) CONTRACTOR giving COMPANY with prior written notice specifying the unpaid amount which is due and payable for more than 60 days and requiring it to be paid within a further period of 45 days of such notice; and
 - (ii) COMPANY failure to cure or provide proper grounds for non-payment during the notice period.
- (b) CONTRACTOR's termination rights do not apply to non-payment in the case of COMPANY's valid exercise of set off rights.

5.4 CONTRACTOR Obligations on Termination

On any termination, CONTRACTOR will promptly cease performance, give access to SCOPE in progress, avoid unreasonable interference with others, and take reasonable steps to allow COMPANY to complete SCOPE, including turning over all documentation for SCOPE and SOFTWARE which was to be supplied in connection with the CONTRACT.

5.5 Compensation in the Event of Termination

- (a) If COMPANY terminates the CONTRACT or part of SCOPE for cause, COMPANY will determine and pay (subject to valid set offs) the amounts owed to CONTRACTOR for SCOPE properly performed in accordance with the CONTRACT prior to termination.
- (b) If COMPANY terminates the whole of the CONTRACT for convenience or CONTRACTOR validly terminates for non-payment, COMPANY will also pay reasonable, unavoidable, and auditable demobilisation costs that COMPANY has specifically agreed elsewhere in the CONTRACT to pay on termination for convenience by COMPANY.

5.6 Exclusive Reasons for Termination

The parties waive any right to terminate, rescind, or otherwise end the CONTRACT on grounds other than those set out in the CONTRACT.

6 LIQUIDATED DAMAGES

Any LIQUIDATED DAMAGES set out in the CONTRACT are genuine pre-estimates of the losses that may be sustained by failure of performance. COMPANY may claim demonstrated general damages in any case where LIQUIDATED DAMAGES are unenforceable.

7 LIABILITIES AND INDEMNITIES

- (a) Liability for loss of and damage to property and for personal injury, death, or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.
- (b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, regardless of negligence or other fault.
- (c) Neither party is released from CONSEQUENTIAL LOSSES of the other caused by disclosure of CONFIDENTIAL INFORMATION or LIABILITIES related to IP RIGHTS. Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

8 INSURANCE

8.1 Insurance Requirement

Prior to commencement of performance, CONTRACTOR will arrange any insurance required by APPLICABLE LAW, and maintain that insurance in effect throughout the duration of the CONTRACT.

8.2 Non-waiver

Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve CONTRACTOR of any other obligations or LIABILITIES.

9 COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS

9.1 APPLICABLE LAWS

- (a) CONTRACTOR will comply with APPLICABLE LAWS in the performance of the CONTRACT and will notify COMPANY of any material breaches.

9.2 Business Principles

- (a) CONTRACTOR acknowledges that it has actual knowledge of:
 - (i) the Shell General Business Principles, available at www.shell.com/sgbp, and the Shell Supplier Principles, available at www.shell.com/suppliers;
 - (ii) the Shell Code of Conduct, available at <http://www.shell.com/codeofconduct>; and
 - (iii) the Shell Global Helpline, available at <http://www.shell.com/globalhelpline>.
- (b) CONTRACTOR agrees that CONTRACTOR GROUP will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where CONTRACTOR has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY in connection with this CONTRACT and related matters.
- (c) If CONTRACTOR GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CONTRACTOR commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

9.3 Anti-Bribery and Corruption

- (a) CONTRACTOR represents that, in connection with this CONTRACT and related matters:
 - (i) it is knowledgeable about ANTI-CORRUPTION LAWS applicable to the performance of the CONTRACT, including the Corrupt Practices and Other Related Offences Act, Laws of the Federation of Nigeria 2004; Criminal Code Act Cap. 38, Laws of the Federation of Nigeria 2004; the Penal Code (Northern States) Federal Provisions Act Cap.P3, Laws of the Federation of Nigeria, 2004; the Economic and Financial Crimes Commission (Establishment) Act Cap. E.1, Laws of the Federation of Nigeria, 2004, (all as amended from time to time), and will comply with all such laws; and
 - (ii) CONTRACTOR GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-CORRUPTION LAWS.
- (b) CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any matter that is prohibited by the preceding paragraph.
- (c) CONTRACTOR affirms that no PERSON in CONTRACTOR GROUP is a GOVERNMENT OFFICIAL or other PERSON who could assert illegal influence on behalf of COMPANY or its AFFILIATES. If a PERSON in CONTRACTOR GROUP becomes a GOVERNMENT OFFICIAL, CONTRACTOR will promptly notify COMPANY and remove that individual from performance in connection with SCOPE at COMPANY's request.

- (d) CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with ANTI-CORRUPTION LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.
- (e) COMPANY will have the right to confirm compliance with ANTI-CORRUPTION LAWS and record keeping by audit. CONTRACTOR will keep BOOKS AND RECORDS available for audit while the CONTRACT is in effect and thereafter for ten years following termination of the CONTRACT.
- (f) CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES arising out of CONTRACTOR GROUP's breach of ANTI-CORRUPTION LAWS or any related undertakings under this Article.

9.4 Export and Trade Controls

- (a) CONTRACTOR will comply with, all applicable TRADE CONTROL LAWS and provide COMPANY with necessary data to comply TRADE CONTROL LAWS.
- (b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; and (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES.

9.5 PERSONAL DATA Protection

- (a) CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, implement all appropriate security measures to protect PERSONAL DATA against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, protect PERSONAL DATA against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of SCOPE.
- (b) CONTRACTOR will, and will cause all members of CONTRACTOR GROUP to, process COMPANY GROUP's PERSONAL DATA in strict conformity with the data privacy agreement entered into by CONTRACTOR with COMPANY and in accordance with APPLICABLE LAWS.

9.6 Health, Safety, Security, and Environment ("HSSE")

In performing SCOPE at COMPANY GROUP WORKSITES, or other location if specified in the HSSE STANDARDS, CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, at all times:

- (i) pursue Shell's HSSE principle of Goal Zero;
- (ii) comply with Shell's "Life Saving Rules", available at <http://www.shell.com/lifesavingrules>; and
- (iii) comply with other applicable HSSE STANDARDS.

9.7 Local Content and Opportunity

- (a) CONTRACTOR will abide by and comply, and cause its SUBCONTRACTORS to comply, with all APPLICABLE LAWS on Nigerian content, which is defined in the Nigerian Oil & Gas Industry Content Development Act to mean "the quantum of composite value added to or created in the Nigerian economy by a systematic development of capacity and capabilities through the deliberate

utilisation of Nigerian human, material resources, and services in the Nigerian oil and gas industry". CONTRACTOR will also maximise Nigerian Content in performance of SCOPE.

- (b) CONTRACTOR will promote the sustainable development of Nigerian businesses as suppliers and service providers, establish training programs when specified by COMPANY, as well as utilise, as much as possible, goods and services procured from Nigerian markets.
- (c) Any contravention of the Nigerian Oil and Gas Industry Content Development Act or failure by CONTRACTOR to comply with its Nigerian content obligations as outlined in the CONTRACT, will entitle COMPANY to terminate the CONTRACT. CONTRACTOR will include the provisions of this Article in all its SUBCONTRACTS.

10 CONFIDENTIALITY

10.1 Obligations in Connection with CONFIDENTIAL INFORMATION

- (a) CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, not disclose or permit a disclosure to a third party of COMPANY GROUP's CONFIDENTIAL INFORMATION without the prior written consent of COMPANY and will use COMPANY GROUP's CONFIDENTIAL INFORMATION only in connection with performance of the CONTRACT.
- (b) Information that CONTRACTOR can prove at disclosure is public knowledge, in the possession of CONTRACTOR without binder of secrecy, or developed independently of COMPANY's CONFIDENTIAL INFORMATION is not CONFIDENTIAL INFORMATION. Restrictions on disclosure of COMPANY's CONFIDENTIAL INFORMATION will cease if CONTRACTOR can prove that the information has become part of the public knowledge through no fault of CONTRACTOR GROUP or is subsequently disclosed to CONTRACTOR without an obligation of confidentiality by a third party who has the legal right to do so.
- (c) On COMPANY's request, CONTRACTOR will return promptly any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.

10.2 CONTRACTOR Information

Except where the obligation is expressly stated elsewhere in the CONTRACT or through a separate agreement, COMPANY GROUP will not have an obligation of non-disclosure or non-use regarding information provided by CONTRACTOR GROUP.

10.3 External Communications

CONTRACTOR must obtain written approval from COMPANY before proceeding with any external communications in connection with the CONTRACT, disclosure of business relationships, or use of COMPANY's trademarks.

11 INTELLECTUAL PROPERTY

11.1 COMPANY's IP RIGHTS

- (a) Except for IP RIGHTS vested with CONTRACTOR as provided below, all ownership rights, title, and interest in and to SCOPE and WORK PRODUCT, including IP RIGHTS, will vest with and be assigned to COMPANY or its nominee promptly upon creation or generation. This CONTRACT does not grant

CONTRACTOR GROUP any rights, title, or interest in or to COMPANY GROUP's IP RIGHTS, other than those set out in the CONTRACT.

- (b) CONTRACTOR, warranting that it is entitled to do so, grants to COMPANY GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, use and modify any of CONTRACTOR's IP RIGHTS embodied in SCOPE and WORK PRODUCT to the extent necessary to allow COMPANY GROUP to possess, use, exploit, and modify SCOPE and WORK PRODUCT, including the right to import, export, operate, sell, maintain, and repair SCOPE. CONTRACTOR warrants that any possession or use of SCOPE or of CONTRACTOR's IP RIGHTS will not infringe the IP RIGHTS of any third party.

11.2 IP RIGHTS derived from COMPANY's IP RIGHTS

- (a) IP RIGHTS created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of COMPANY) to COMPANY GROUP's IP RIGHTS, or made using COMPANY GROUP's CONFIDENTIAL INFORMATION:
 - (i) will vest with COMPANY or its nominee when created; and
 - (ii) are assigned, along with all rights, title, and interest in those IP RIGHTS by CONTRACTOR to COMPANY or assignee.
- (b) CONTRACTOR irrevocably waives, and will cause CONTRACTOR GROUP to irrevocably waive, any related moral or similar, non-transferable rights that any PERSONS in CONTRACTOR GROUP may have.
- (c) CONTRACTOR will execute, and will cause CONTRACTOR GROUP to execute documents, and take all other steps as may reasonably be necessary to document the ownership of COMPANY or its nominee in the IP RIGHTS to allow COMPANY to secure, protect, and enforce those rights for the benefit and full use of COMPANY GROUP.

11.3 CONTRACTOR's IP RIGHTS

- (a) COMPANY's ownership rights in SCOPE under this article will not extend to CONTRACTOR GROUP's IP RIGHTS that:
 - (i) pre-existed the performance under the CONTRACT;
 - (ii) are developed independently from performance of the CONTRACT; or
 - (iii) are used by CONTRACTOR in connection with or to perform the CONTRACT, but are not based on or arising out of COMPANY GROUP's IP RIGHTS or CONFIDENTIAL INFORMATION.
- (b) CONTRACTOR warrants that the possession, use, or distribution by COMPANY GROUP and their customers or nominees of WORK PRODUCT or of any other materials made available to COMPANY by CONTRACTOR GROUP in connection with SCOPE, will not infringe or misappropriate the IP RIGHTS of any third party.

11.4 Safekeeping

CONTRACTOR will hold all original documents comprising WORK PRODUCT in safekeeping and will maintain BOOKS AND RECORDS evidencing the process of independent creation. At COMPANY's request, CONTRACTOR will deliver to COMPANY any WORK PRODUCT related to SCOPE designed for COMPANY.

11.5 Indemnity

- (a) CONTRACTOR will INDEMNIFY COMPANY GROUP, assignees, transferees, and sub-licensees permitted by this CONTRACT for any LIABILITIES resulting from any claim that the ownership possession or use of any SCOPE or WORK PRODUCT infringes or misappropriates the IP RIGHTS of any third party.
- (b) CONTRACTOR will not, without the prior written consent of COMPANY, settle or compromise any infringement claim if the settlement or compromise obligates COMPANY GROUP to part with any property, assume any obligation (including the payment of money), grant any licence or other rights, or be subject to any injunction by reason of the settlement or compromise.

11.6 Substitution on Infringement

Where items, designs, processes, methods, information, SCOPE, WORK PRODUCT specified or delivered by CONTRACTOR and used or proposed to be used by COMPANY GROUP or its nominees, are held to constitute infringement or misappropriation of a third party's IP RIGHTS and their use is wholly or partially prevented, CONTRACTOR will promptly at its own expense either procure the right to use the same or replace them with non-infringing items, designs, processes, methods, information, materials, goods, or services of at least equivalent functionality.

12 FINANCIAL AND PERFORMANCE AUDIT

- (a) COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of CONTRACTOR's obligations under the CONTRACT, where capable of being verified by audit.
- (b) Based on the findings of the audit, the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.
- (c) CONTRACTOR will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any SCOPE.
- (d) If a longer period is specified in the CONTRACT for retention of relevant BOOKS AND RECORDS for compliance with ANTI-CORRUPTION LAWS, CONTRACTOR will comply with that requirement.

13 RELATIONSHIP OF PARTIES

13.1 Independent CONTRACTOR

CONTRACTOR is an independent contractor in all aspects of performance under the CONTRACT. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the CONTRACT.

13.2 No Business Relationship

- (a) Neither the CONTRACT nor its performance creates a partnership, joint venture or fiduciary relationship. No party is appointed as an agent of the other. The CONTRACT does not permit CONTRACTOR to make any commitment on behalf of COMPANY GROUP.
- (b) CONTRACTOR and CONTRACTOR PERSONNEL are not to be considered employees of COMPANY GROUP and are not eligible to participate in any of COMPANY GROUP's employee benefit plans.

CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES related to claims for private or governmental benefits by CONTRACTOR GROUP.

14 CONTRACTOR PERSONNEL AND SUBCONTRACTING

14.1 Responsibility

- (a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.

14.2 Condition to SUBCONTRACT

- (a) CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY.

14.3 Formation and Content of SUBCONTRACTS; Further Requirements

- (a) CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

15 ASSIGNMENT

An assignment or novation by a party of all or part of the CONTRACT requires the written consent of the other party, except that COMPANY may assign and novate all or part of the CONTRACT to an AFFILIATE without the consent of CONTRACTOR by giving written notice to CONTRACTOR.

16 FORCE MAJEURE

- (a) COMPANY and CONTRACTOR are each excused from performance of the affected part of an obligation of the CONTRACT while performance is prevented by a FORCE MAJEURE EVENT unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
- (b) Only the following are FORCE MAJEURE EVENTS:
 - (i) riots, wars, blockades, or threats or acts of sabotage or terrorism;
 - (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes;
 - (iii) radioactive contamination, epidemics, maritime or aviation disasters;
 - (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT;
 - (v) government sanctions, embargoes, mandates, or laws that prevent performance;
 - (vi) except as expressly provided otherwise in the CONTRACT, inability of a party to timely obtain licences, permits, or AUTHORITIES' consent, required for performance; or
 - (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances.

- (c) A party whose performance is delayed or prevented will: (i) notify the other party without delay; and (ii) use all reasonable endeavours to mitigate the effects.
- (d) COMPANY may terminate the CONTRACT or part of SCOPE if any FORCE MAJEURE EVENT results in a delay that exceeds 90 consecutive or 180 cumulative days.

17 NOTICES

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

18 GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES

18.1 Governing Law

This CONTRACT, and any dispute or claim arising out of or in connection with this CONTRACT or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of the Federal Republic of Nigeria, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this CONTRACT.

18.2 Dispute Resolution

- (a) Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration under the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004 ("the ACT"), and any amendments to the ACT.
- (b) The arbitral tribunal, to be appointed in accordance with the ACT, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators.
- (c) The seat of the arbitration will be Lagos, Nigeria.
- (d) The language of the arbitration will be English.
- (e) The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration will apply to the arbitration.
- (f) Each party waives, to the fullest extent permitted by law, any right under the laws of any jurisdiction:
 - (i) to apply to any court or other judicial authority to determine any preliminary point of law; and
 - (ii) to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 ("The New York Convention").

- (g) Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

18.3 Specific Performance

COMPANY is entitled to specific performance of the CONTRACT.

19 ADDITIONAL LEGAL PROVISIONS

- (a) The parties retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the CONTRACT that provide otherwise.
- (b) A provision of the CONTRACT is not waived unless made in writing by an authorised representative of the waiving party.
- (c) Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the CONTRACT do so, along with all remedies attached to them.
- (d) Amendments to the CONTRACT must be made in writing and signed by the parties' authorised representatives in order to be binding.
- (e) CONTRACTOR GROUP or COMPANY GROUP not a party to the CONTRACT, but conferred rights in it are entitled to enforce those rights but are not required to consent to amend or terminate those rights.
- (f) The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as included. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the CONTRACT provides that it is terminated or replaced.
- (g) The CONTRACT may be signed in any number of counterparts, all of which constitute a single instrument.
- (h) If requested by COMPANY, CONTRACTOR agrees to use COMPANY's designated on-line tool to sign with a digital signature, except where prohibited by APPLICABLE LAW. If signed digitally, COMPANY and CONTRACTOR agree to waive any right to dispute the genuineness of the signature, or the admissibility of the CONTRACT where such challenge is based on the absence of a physical signature.

APPENDIX I - DISPUTE RESOLUTION PROTOCOL

1. Objectives of this procedure

- 1.1 The objectives of this procedure are similar to those set out in the Civil Procedure Rules of Court (save that the PARTIES have elected to ultimately resolve any DISPUTE by means of arbitration rather than litigation, if such becomes unavoidable) namely:
 - (i) to encourage the exchange of early and full information about the prospective legal DISPUTE;
 - (ii) to enable PARTIES to avoid arbitration by agreeing a settlement of the DISPUTE before referral to arbitration; and

- (iii) to support the efficient management of any proceedings where arbitration cannot be avoided.

2. Overview of Procedure

The general aim of this procedure is to ensure that before any DISPUTE is referred to arbitration:

- (i) the PARTIES have provided sufficient information for each to know the nature of the other's case;
- (ii) each PARTY has had an opportunity to consider the other's case, and to accept or reject all or any part of the case made against it at the earliest possible stage;
- (iii) there is more pre-arbitration contact between the PARTIES;
- (iv) better and earlier exchange of information occurs;
- (v) there is better pre-arbitration investigation by the PARTIES;
- (vi) the PARTIES have met formally on at least one occasion with a view to:
 - a) defining and agreeing the issues between them; and
 - b) exploring possible ways by which the DISPUTE may be resolved;
- (vii) the PARTIES are in a position where they may be able to settle cases early and fairly without recourse to arbitration; and
- (viii) proceedings will be conducted efficiently if arbitration does become necessary.

3. Letter of Claim

3.1 Prior to submitting any DISPUTE to arbitration in accordance with Article 37.3 of Section IIA - GENERAL CONDITIONS OF CONTRACT, the PARTY raising the DISPUTE (the "CLAIMANT") shall send to the other PARTY (the "RESPONDENT") a "letter of claim" which shall contain the following information:

- (i) a clear summary of the facts on which each matter in dispute or claim is based;
- (ii) the basis on which each matter in dispute or claim is made, identifying the principal contractual terms statutory provisions and principles of law relied on;
- (iii) the nature of the relief claimed; if damages are claimed, a breakdown showing how the damages have been quantified; if a sum is claimed pursuant to a contract, how it has been calculated; if an extension of time is claimed, the period claimed;
- (iv) where a DISPUTE has been raised or made previously and rejected by RESPONDENT, and the CLAIMANT is able to identify the reason(s) for such rejection, the CLAIMANT's grounds of belief as to why the DISPUTE was wrongly rejected;
- (v) the names of any experts already instructed by the CLAIMANT raising a DISPUTE on whose evidence the CLAIMANT intends to rely, identifying the issues to which that evidence will be directed.

4. Response to Letter of Claim:

4.1 Within 14 calendar days of receipt of the letter of dispute / claim pursuant to Clause 3.1 above, the PARTY receiving it (the "RESPONDENT") should acknowledge its receipt in writing and may give the name and address of its insurers (if any). If there has been no acknowledgement by or on behalf of the RESPONDENT within 14 days, to the CLAIMANT's letter of claim, the CLAIMANT will be entitled to refer the DISPUTE to arbitration, in accordance with Article 37.3 of Part 2A - GENERAL CONDITIONS OF CONTRACT without further compliance with this procedure.

4.2 Within 28 days from the date of receipt of the letter of claim, or such other period as the PARTIES may reasonably agree (up to a maximum of 3 months), the RESPONDENT shall send a letter of response to the CLAIMANT which shall contain the following information:

- (i) the facts set out in the letter of claim which are agreed or not agreed, and if not agreed, the basis of the disagreement;
- (ii) which issues of dispute / claim are accepted and which are rejected, and if rejected, the basis of the rejection;
- (iii) if any issue in dispute or claim is accepted in whole or in part, whether the damages, sums or extensions of time claimed are accepted or rejected, and if rejected, the basis of the rejection;
- (iv) if contributory negligence is alleged against the CLAIMANT, a summary of the facts relied on;
- (v) whether the RESPONDENT intends to make a counterclaim, and if so, giving the information which is required to be given in a letter of claim as stipulated by paragraph 3.1 (i) to (v) above;
- (vi) the names of any experts already instructed on whose evidence it is intended to rely, identifying the issues to which that evidence will be directed;

4.3 If there has been no acknowledgement by or on behalf of the RESPONDENT within 28 days (or such other period as has been agreed between the PARTIES), to the CLAIMANT's letter of claim, in accordance with Clause 4.2 above, the CLAIMANT will be entitled to refer the DISPUTE to arbitration, in accordance with Article 37.3 of Part 2A - GENERAL CONDITIONS OF CONTRACT without further compliance with this procedure.

5. Party's Response to Counterclaim

5.1 The CLAIMANT shall provide a response to any counterclaim within the equivalent period allowed to the RESPONDENT to respond to the letter of claim under Clause 4.2 above.

6. Pre-Action Meeting

6.1 As soon as possible, and normally within 28 days after receipt by the CLAIMANT of the RESPONDENT's letter of response, or (if the CLAIMANT intends to respond to the counterclaim) normally within 28 days after receipt by the CLAIMANT of the RESPONDENT's letter of response to the counterclaim, the PARTIES shall meet at least once.

6.2 The aim of the meeting shall be for the PARTIES to (a) agree what are the main issues in dispute, (b) identify the root cause of disagreement in respect of each issue, (c) agree whether (and if so, which), key documents need to be disclosed to each other and the time frame for such disclosure, and to consider (i) whether, and if so, how, the issues might be resolved without recourse to arbitration, and (ii) if arbitration is unavoidable, what steps should be taken to ensure that it is conducted to support the efficient management of any arbitration proceedings.

6.3 Those attending any such meeting will include:

- (i) where the PARTY is an individual, that individual, and where the PARTY is a corporate body, a representative of that body who has authority to settle or recommend settlement of the DISPUTE;
- (ii) a legal representative of each PARTY (if such has been instructed);
- (iii) where the involvement of insurers has been disclosed, a representative of the insurer (who may be its legal representative); and

- (iv) where a dispute or claim is made or defended on behalf of some other party, the party on whose behalf the claim is made or defended and/or his legal representatives.
- 6.4 In respect of each identified issue or all disputed issues as a whole, the PARTIES should consider whether the early involvement of experts would be helpful. If so they should agree any relevant issues that ought to be considered by experts, how the relevant issues are to be defined and how such expert evidence should be dealt with including whether a joint expert may be appointed, and if so, who that should be; and (so far as is practicable) the extent of disclosure of documents needed with a view to saving costs.
- 6.5 Where appropriate, any agreed procedure regarding; disclosure, the engagement of experts and expert evidence, should then be progressed and concluded as soon as reasonably possible.
- 6.6 At this meeting (or a subsequent meeting, after any agreed procedure regarding; disclosure, the engagement of experts and expert evidence has been concluded, if more appropriate) in respect of each identified issue or all the disputed issues as a whole, the PARTIES should consider whether some form of alternative dispute resolution procedure would be more suitable than arbitration, and if so, endeavour to agree which form to adopt.
- 6.7 Any agreed alternative dispute resolution procedure should then be progressed and concluded as soon as reasonably possible.
- 6.8 If the PARTIES are unable to agree on a means of resolving the DISPUTE other than by arbitration, they should (to the extent not already addressed) use their best endeavours to agree:
 - (i) whether, if there is any area where expert evidence is likely to be required, how the relevant issues are to be defined and how expert evidence is to be dealt with including whether a joint expert may be appointed, and if so, who that should be; and (so far as is practicable);
 - (ii) the extent of disclosure of documents needed with a view to saving costs; and
 - (iii) the conduct of the arbitration with the aim on minimising costs and delay.
- 6.9 Any PARTY who attended any pre-action meeting shall be at liberty to disclose to the arbitrator;
 - (i) that the meeting took place, when and who attended;
 - (ii) the identity of any PARTY who refused to attend, and the grounds for such refusal;
 - (iii) if the meeting did not take place, why not; and
 - (iv) any agreements concluded between the PARTIES.
- 6.10 If the DISPUTE progresses to Arbitration, then upon conclusion of the Arbitration, the arbitrator may make such order for costs, as would be open to a Judge of the High Court of the Federal Republic of Nigeria to make, in any case where a PARTY has proceeded to Arbitration without first complying with this Dispute Resolution Protocol.
- 6.11 Except as provided in Clause 6.9 above, everything said at a pre-action meeting shall be treated as “without prejudice”.

APPENDIX II - SHELL GENERAL BUSINESS PRINCIPLES

Introduction

Living by our Principles

Our shared core values of honesty, integrity and respect for people underpin all the work we do and are the foundation of our Business Principles.

The Business Principles apply to all transactions, large or small, and drive the behaviour expected of every employee in every Shell company in the conduct of its business at all times.

We are judged by how we act. Our reputation will be upheld if we act in accordance with the law and the Business Principles. We encourage our business partners to live by them or by equivalent principles.

It is the responsibility of management to lead by example, to ensure that all employees are aware of these principles, and behave in accordance with the spirit as well as with the letter of this statement.

The application of these principles is underpinned by a comprehensive set of assurance procedures, which are designed to make sure that our employees understand the principles and confirm that they act in accordance with them.

As part of the assurance system, it is also the responsibility of management to provide employees with safe and confidential channels to raise concerns and report instances of non-compliance. In turn, it is the responsibility of Shell employees to report suspected breaches of the Business Principles to Shell.

The Business Principles have for many years been fundamental to how we conduct our business and living by them is crucial to our continued success.



Ben Van Beurden
Chief Executive Officer

Our Values

Shell employees share a set of core values - honesty, integrity and respect for people. We also firmly believe in the fundamental importance of trust, openness, teamwork and professionalism, and pride in what we do.

Sustainable Development

As part of the Business Principles, we commit to contribute to sustainable development. This requires balancing short and long term interests, integrating economic, environmental and social considerations into business decision-making.

Responsibilities

Shell companies recognise five areas of responsibility. It is the duty of management continuously to assess the priorities and discharge these inseparable responsibilities on the basis of that assessment.

a. To shareholders

To protect shareholders' investment, and provide a long-term return competitive with those of other leading companies in the industry.

b. To customers

To win and maintain customers by developing and providing products and services which offer value in terms of price, quality, safety and environmental impact, which are supported by the requisite technological, environmental and commercial expertise.

c. To employees

To respect the human rights of our employees and to provide them with good and safe working conditions, and competitive terms and conditions of employment.

To promote the development and best use of the talents of our employees; to create an inclusive work environment where every employee has an equal opportunity to develop his or her skills and talents. To encourage the involvement of employees in the planning and direction of their work; to provide them with channels to report concerns.

We recognise that commercial success depends on the full commitment of all employees

d. To those with whom we do business

To seek mutually beneficial relationships with CONTRACTORS, suppliers and in joint ventures and to promote the application of these Shell General Business Principles or equivalent principles in such relationships. The ability to promote these principles effectively will be an important factor in the decision to enter into or remain in such relationships.

e. To society

To conduct business as responsible corporate members of society, to comply with applicable laws and regulations, to support fundamental human rights in line with the legitimate role of business, and to give proper regard to health, safety, security and the environment.

Principle 1: Economics

Long-term profitability is essential to achieving our business goals and to our continued growth. It is a measure both of efficiency and of the value that customers place on Shell products and services. It supplies the necessary corporate resources for the continuing investment that is required to develop and produce future energy supplies to meet customer needs. Without profits and a strong financial foundation, it would not be possible to fulfil our responsibilities.

Criteria for investment and divestment decisions include sustainable development considerations (economic, social and environmental) and an appraisal of the risks of the investment.

Principle 2: Competition

Shell companies support free enterprise. We seek to compete fairly and ethically and within the framework of applicable competition laws; we will not prevent others from competing freely with us.

Principle 3: Business Integrity

Shell companies insist on honesty, integrity and fairness in all aspects of our business and expect the same in our relationships with all those with whom we do business. The direct or indirect offer, payment, soliciting or acceptance of bribes in any form is unacceptable. Facilitation payments are also bribes and should not be made. Employees must avoid conflicts of interest between their private activities and their

part in the conduct of company business. Employees must also declare to their employing company potential conflicts of interest. All business transactions on behalf of a Shell company must be reflected accurately and fairly in the accounts of the company in accordance with established procedures and are subject to audit and disclosure.

Principle 4: Political Activities

a) Of companies

Shell Companies act in a socially responsible manner within the laws of the countries in which we operate in pursuit of our legitimate commercial objectives.

Shell companies do not make payments to political parties, organizations or their representatives. Shell companies do not take part in party politics. However, when dealing with governments, Shell companies have the right and the responsibility to make our position known on any matters, which affect us, our employees, our customers, our shareholders or local communities in a manner, which is in accordance with our values and the Business Principles.

b) Of employees

Where individuals wish to engage in activities in the community, including standing for election to public office, they will be given the opportunity to do so where this is appropriate in the light of local circumstances.

Principle 5: Health, Safety, Security and the Environment

Shell companies have a systematic approach to health, safety, security and environmental management in order to achieve continuous performance improvement.

To this end, Shell companies manage these matters as critical business activities, set standards and targets for improvement, and measure, appraise and report performance externally.

We continually look for ways to reduce the environmental impact of our operations, products and services.

Principle 6: Local Communities

Shell companies aim to be good neighbours by continuously improving the ways in which we contribute directly or indirectly to the general well-being of the communities within which we work.

We manage the social impacts of our business activities carefully and work with others to enhance the benefits to local communities, and to mitigate any negative impacts from our activities.

In addition, Shell companies take a constructive interest in societal matters, directly or indirectly related to our business.

Principle 7: Communication and Engagement

Shell companies recognise that regular dialogue and engagement with our stakeholders is essential. We are committed to reporting of our performance by providing full relevant information to legitimately interested parties, subject to any overriding considerations of business confidentiality.

In our interactions with employees, business partners and local communities, we seek to listen and respond to them honestly and responsibly.

Principle 8: Compliance

We comply with all applicable laws and regulations of the countries in which we operate.



APPENDIX III - SHELL SUPPLIER PRINCIPLES

In accordance with our Shell General Business Principles and Group Code of Conduct, we seek to work with contractors and suppliers who contribute to sustainable development and are economically, environmentally and socially responsible.

We will develop and strengthen relationships with contractors and suppliers who are committed to the principles set out below or to similar standards through their own activities and the management of their own suppliers and sub-contractors.

Contractors and suppliers should provide workers with a dedicated whistle-blowing mechanism where grievances related to below topics can be logged confidentially.

1. **Business Integrity**
 - Contractors and suppliers comply with all applicable laws and regulations.
 - Contractors and suppliers should not tolerate, permit or engage in bribery, corruption or unethical practices.
 - Contractors and suppliers support fair competition. Conflicts of interest are avoided.
2. **Health, Safety, Security and Environment**

Contractors and suppliers have a systematic approach to HSSE management, designed to ensure compliance with all applicable laws and regulations and to achieve continuous performance improvement.

Contractors and suppliers:

 - are committed to protect the environment in compliance with all applicable environmental laws and regulations.
 - use energy and natural resources efficiently.
 - continually look for ways to minimise waste, emissions and discharge of their operations, products and services.
3. **Social Performance**

Contractors and suppliers respect their neighbours and contribute to the societies in which they operate.
4. **Labour and Human Rights**

Contractors and suppliers conduct their activities in a manner that respects human rights as set out in the UN Universal Declaration of Human Rights and the core conventions of the International Labour Organization (ILO) such as;

Contractors and suppliers:

 - should not use child labour.
 - should not use forced, prison or compulsory labour.
 - comply with all applicable laws and regulations on freedom of association and collective bargaining.
 - should not tolerate discrimination, harassment or retaliation and should provide a safe, secure and healthy workplace.
 - should provide wages and benefits that meet or exceed the national legal standards and should comply with all applicable laws and regulations on working hours.

SECTION IV – SCOPE DESCRIPTION

ARTICLE 1 – GENERAL

The CONTRACTOR shall perform the WORK in accordance with the CONTRACT. The scope of this contract shall include the survey, design, engineering, supply and installation of all equipment necessary for the delivery of 622Mbps and 155Mbps (or any other bandwidth size as requested by Company) bandwidth services through the provision of fibre optics circuit and will also include the necessary support for the duration of the lease by SHELL.

- 1.1 All personnel to be involved in the work shall have the necessary engineering and technical skills to perform the WORK as specified in the CONTRACT. They shall also be capable of speaking and writing the English language, which shall be the formal language of communication on the project.
- 1.2 The CONTRACTOR shall warrant that the WORK shall be performed in a safe and professional manner to the required standard, using good working practices by properly skilled, experienced and suitable personnel and that all installations shall be free from defects and fit for their intended purposes.
- 1.3 The CONTRACTOR shall liaise with the SHELL appointed Project Manager or any SHELL appointed inspector/representative on all site-related activities.
- 1.4 The CONTRACTOR shall generally provide transport, all tools and equipment necessary for the successful completion of the WORK. The CONTRACTOR shall provide drivers, insurance and maintenance packages for all forms of land transportation, tools and equipment to be provided.
- 1.5 The CONTRACTOR shall prepare an implementation plan including a method statement for the various aspects of the work. SHELL reserves the right to re-schedule any work activity on the plan and communicate it to the Contractor. This agreed plan should then be known, as the approved plan on which the CONTRACTOR'S work progress shall be monitored.
- 1.6 The following activities shall ensure smooth execution of the work in SHELL site. The CONTRACTOR shall be required to observe them accordingly prior to mobilizing to site:
 - a) Liaise with SHELL to identify and review site security provision.
 - b) Completion of CASHES daily toolbox talks prior to the WORK for each day.
- 1.7 Where SUB-CONTRACTORS are employed, then this shall be in conformance to SHELL policy and the provisions of this contract.
- 1.8 The CONTRACTOR is deemed to have full understanding of the scope of this work, and has examined the site and its surroundings, which include CASHES, the nature and extent of the work and materials necessary for the satisfactory completion of the work.
- 1.9 The CONTRACTOR shall provide his Quality Control/Quality Assurance Plan for the work to SHELL, before commencement of the WORK. The quality and specifications, including source of all materials to be provided by CONTRACTOR for the work, shall be approved by SHELL before commencement.

ARTICLE 2 – SCOPE OF WORK

2.0 THE SCOPE

The scope of work is for the provisioning (leasing) of a 155Mbps & 622Mbps bandwidth between the COMPANY's office as follows:

Lagos and Port Harcourt – 622Mbps

Port Harcourt and Gbaran – 155Mbps

2.1 Requirement for CONTRACTOR's network

In order to ensure that the fibre network is not impacted by power outage, the CONTRACTOR is expected to have redundant AC power supply (DC preferred where possible) at all repeater locations used to provide the services. In addition, DC power back-up needs to be provided where AC power is used as primary.

To ensure high availability, the CONTRACTOR shall have two points of presence (PoP) in Lagos, Gbaran and Port Harcourt from which the Shell locations will be served. These PoPs should be separated from each other by at least 1Km.

The CONTRACTOR shall provide logical drawings of how the Shell locations will be connected to these PoPs and how the PoPs are integrated within the national networks of the CONTRACTOR.

2.2 NETWORK MANAGEMENT

The CONTRACTOR shall have a network management system to manage their fibre optic backbone. The CONTRACTOR shall also have a contingency fallback network management center to cope with occasion when their prime system is out of order. The CONTRACTOR is required to demonstrate the full functionality of the network management system and its fallback options before the services are commissioned. The network management system shall as a minimum provide;

- The uptime of the end to end service for SHELL
- The bit errors of the end to end services for SHELL
- The uptime of any fallback routes for the services for SHELL
- The detailed uptime and error records of each of the fibre optic repeaters serving SHELL
- The detection of a fault condition (partial or total) of the end to end service.
- The ability to alert contact persons when a faults condition occurs and/or return to normal levels.
- A historical data for the services inclusive of link availability, latency, error conditions and other performance parameters

SHELL shall be granted access to the network management system of the CONTRACTOR for view access to the circuits being used for Shell.

The network management system will show the status and errors.

2.3 CIRCUIT DESCRIPTION

The CONTRACTOR shall fully implement and managed the required Fibre Network at their costs. The entire network will consist of the following circuits.

Circuit Description	Service
Geographically separated and protected Lagos to PHC-IA	622Mbps
Geographically separated and protected PHC-IA to Gbaran	155Mbps

Each circuits link provided should be separated from each other by at least 1Km to ensure sufficient resilience. This separation is required over the entire length of each circuit. The only exception to this minimum separation distance is when the circuits are entering SHELL location.

In this case the two different entries into Shell location and buildings are required. In the event of none compliance, SHELL may decide to accept the circuit but a reduction of 20% of the monthly rates will apply for the circuits which are NOT compliant to this minimum separation requirement. This will apply until this minimum separation has been achieved and demonstrated. SHELL has right to audit including site surveys to obtain proof that this minimum separation distance is implemented.

2.4 LATENCY

The following latency requirements should be met. The CONTRACTOR should provide detailed calculation on how these latencies will be met. The maximum latencies are on the table below

Circuit	Maximum Latency (ms)
Lagos - PHC-IA	18
PHC-IA – Gbaran	13

Please note that these maximum latency values are expected NOT to be exceeded at the point where the bandwidth provided is fully loaded or utilized.

2.5 SITE LOCATION DETAILS

LAGOS 1

Site address: Freeman House 21/22 Marina Lagos, Nigeria

Postcode: PMB 12774

Site Contact: Mr. Kings Ituen

Contact Number: +2348070321876

LAGOS 2

Site address: Bank of Industry (BOI) Building

23 Marina Lagos, Nigeria

Postcode: PMB 12774

Site Contact: Mr. Kings Ituen

Contact Number: +2348070321876

LAGOS 3

Site address: 37/39, First Avenue, Ikoyi, Lagos

Postcode: PMB 12774

Site Contact: Mr. Kings Ituen

Contact Number: +2348070321876

PORT HARCOURT

Shell Industrial Area,
Rumubiokani, Port Harcourt
Postcode: P.O. Box 263
Rivers State
Site Contact: Mr. Kings Ituen
Contact Number: +2348070321876

GBARAN

Shell Location Office
Gbaran
Bayelsa State

Article 3.0 SITE SURVEY

3.1 Survey Reports

The CONTRACTOR shall do a survey and produce a Link budget that will provide error free and optimized for 155Mbps Port Harcourt – Gbaran bandwidth and 622Mbps Lagos - Port Harcourt bandwidth

The CONTRACTOR shall do a detailed design showing all elements of the network being proposed and shall share with Shell for review and sign off before the full implementation of the service.

3.2 Installation and commissioning

The CONTRACTOR shall have full responsibility for the installation, testing and commissioning of the bandwidth services being provided as required by SHELL

Before commissioning, the contractor shall provide details of the tests to be carried out on Systems, and these tests shall be carried out prior to commissioning. SHELL representatives shall witness the set up for the commissioning tests.

Acceptance of the circuit by SHELL will be dependent on the demonstration of the following as an output of the tests carried out:

- successful completion of a 48-hour end-to-end Bit Error Testing (BER Testing). A printout of the BER result shall be submitted to SHELL.
- Acceptable latency figure as mentioned in 2.4 above with the service fully loaded.
- Throughput performance for each link.
- Resilience of all standby equipment and links with each redundant component failing.

Article 4.0 CIRCUIT CONFIGURATION

4..1 Physical Interface Connectivity

The CONTRACTOR shall provide a discrete Optical Gigabit Ethernet interface compatible with a CISCO Router at Shell locations for Fibre Link.

The CONTRACTOR must manage the service up to and including layer 2. Shell will do the operational configuration management and hardware maintenance of its own Layer 3 Network (Router) equipment.

The Fibre circuits must be end to end to THE COMPANY premises and include all tails and associated hardware. The circuit must be a clear bandwidth pipe with no intermediate network devices such as Routers. The circuit must satisfy all network requirements including IP parameters to make communication to the Internet possible without restrictions.

The contractor shall ensure and demonstrate assurance that the integrity of SHELL's data/ traffic and payload is not compromised in any way from the point of origin to final destination on the CONTRACTORS' network.

The full-capacity bandwidth must be 100% dedicated to Shell and should not be shared amongst other customers. Over subscription of bandwidth is not allowed.

ARTICLE 5.0 POST COMMISSIONING SERVICE DELIVERY

5.1 SERVICE LEVEL AGREEMENT & FAULT REPORTING

5.1.2 Fault reporting

The contractor will have a network management center of which is contactable by SHELL 24 hours a day for 7 days a week. The CONTRACTOR will issue SHELL a fault report number for each reported fault. During the fault reporting SHELL will state the impact and severity of the faults using below mentioned classifications.

The CONTRACTOR will confirm the reporting of the fault plus report number by email to SHELL.

Level-1 faults (Critical): Any failure that causes traffic interruption or permanent failure on one of the infrastructure components and that may cause severe consequences for SHELL's operations.

Level-2 faults (Major): Faults which have a potential risk of system paralysis or service interruption which may cause the equipment to underperform resulting in overall performance degradation.

Level-3 faults (Minor): Any failure that does not affect the normal operation and performance of the network.

5.1.3 SERVICE LEVEL AGREEMENT/LIQUIDATED DAMAGES

The CONTRACTOR shall ensure a system availability of 99.9%.

The CONTRACTOR shall be responsible for all consumables, spares and all accessories.

The COMPANY shall rollover the service with CONTRACTOR if agreed SLA is strictly adhered to with zero downtime system availability.

If the contractor fails to meet the agreed service level the following penalties shall apply.

Monthly Service Availability	Performance description	Applicable penalties
99.9%>SA>99.5%	Degraded	5% monthly invoice
99.4%>SA>99.0%	Very degraded	10% monthly invoice
99.0%>SA>98.0%	Poor service	20% monthly invoice
97.9% > SA > 96%	Very Poor service	40% monthly invoice
95.9% > SA	Unacceptable	100% monthly invoice

ARTICLE 6.0 MISCELLANEOUS OBLIGATION OF THE CONTRACTOR

6.1 The CONTRACTOR shall remain responsible for the welfare of his personnel and for tasks connected with the satisfactory completion of the WORKS at no extra cost to SHELL.

SECTION V – SCHEDULE OF PRICES

ARTICLE 1 - GENERAL

1.1 Definitions

Words and terms in this Schedule of Prices shall have the meaning assigned to them, if any, in Section II – General Terms

1.2 WORK under this CONTRACT shall be authorised via PURCHASE ORDERS issued on ad-hoc Call-off basis by the COMPANY to the CONTRACTOR. Payment shall only be made on the satisfactory execution of each PURCHASE ORDER.

1.3 There is no guaranteed level of WORK to be done under this CONTRACT, and hence, no guarantee of a minimum payment by the COMPANY to the CONTRACTOR.

ARTICLE 2 – CONTRACT PRICE

2.1 The PRICE payable by the COMPANY to the CONTRACTOR shall be the lump sum prices associated with each PURCHASE ORDER authorised by the COMPANY, and completed by the CONTRACTOR in accordance with this CONTRACT.

2.2 Prior to authorisation of a PURCHASE ORDER, the COMPANY shall determine the associated lump sum PRICE by applying the appropriate rates contained in the SCHEDULE OF PURCHASE ORDER RATES set out below.

2.4 Pursuant to the Articles titled TAXATION and THE CONTRACTOR'S NIGERIAN CONTENT OBLIGATIONS in Section II - General Terms, a 1% deduction imposed under the Nigerian Oil and Gas Industry Content Development Act shall apply to rates and prices of the contract price

ARTICLE 3 – SCHEDULE OF PURCHASE ORDER RATES

S/N	SERVICE DESCRIPTION	UoM	UNIT PRICE (\$)	UNIT PRICE (NGN)
1	Lease of geographically separated 622Mbps from Lagos to Port Harcourt IA fibre circuit including end to end maintenance	MON	18,467.24	359,521.80
2	Lease of geographically separated 155Mbps from Port Harcourt IA to Gbaran including end to end maintenance	MON	12,723.84	247,708.80

ARTICLE 4 - INVOICING

4.1 The CONTRACTOR shall submit invoices on the completion of each PURCHASE ORDER. A work Completions acceptance certificate shall be issued by the COMPANY Authorised Representative for WORK performed by the CONTRACTOR in accordance with the provisions of the CONTRACT. The work

Acceptance Certificate shall be used by the CONTRACTOR as supporting document for all invoices. The invoices shall be submitted at the COMPANY's Vendors Services Centre.

4.2 The invoice value shall be derived from the product of the volume of work contained in all authorised and completed PURCHASE ORDERS and the appropriate unit rates set out in the Schedule of Rates.

ARTICLE 5 - VARIATIONS

5.1 General

5.1.1 VARIATIONS shall be governed by all the provisions of the CONTRACT, evaluated in accordance with this Section III and administered in accordance with Section V – ADMINISTRATION INSTRUCTIONS.

5.1.2 Any costs incurred by the CONTRACTOR in estimating and evaluating the effects of a VARIATION shall not in themselves result in an adjustment to the CONTRACT PRICE.

5.1.3 The COMPANY shall specify on the relevant part of the VARIATION FORM the basis upon which either estimates or evaluation of the effects of a VARIATION shall be prepared.

5.2 Rates Prices and percentages

5.2.1 Except where specific exclusions have been made in this Section III, the rates, prices and percentages included in the Appendix are deemed to be fully inclusive of all overheads, taxes, contribution to profit and all costs incurred by the CONTRACTOR arising out of or in connection with the performance of the WORK.

5.2.2 Where required, additional rates shall be established on a basis consistent with the existing rates included in the Appendices to this Section III and such new rates shall be established using one of the following methods.

- (a) Proration of Existing Rates: the existing rates being interpolated or prorated to establish the new rates for similar work; or
- (b) Setting of New Rates, where interpolation or proration of existing rates is not appropriate and no similar rate can be used as a basis for establishing an additional rate then the new rate shall be established in a manner consistent with the make-up of the relevant existing rates.

Such additional rates shall be developed by the CONTRACTOR and agreed by the COMPANY prior to such rates being used to evaluate VARIATIONS. The additional rates when approved by the COMPANY shall remain valid for the duration of the CONTRACT. In the event that the COMPANY and the CONTRACTOR cannot agree on any additional rate, the COMPANY shall proceed in accordance with Section II – General Terms, the Clause headed VARIATIONS AND SUSPENSION.

ARTICLE 6 - NIGERIAN CONTENT

6.1 General

For the purposes of this CONTRACT, NIGERIAN CONTENT shall be measured as a value and expressed as a percentage of the price and quantity of LABOUR, MATERIAL, SERVICE, EQUIPMENT and TOTAL CONTRACT PRICE in line with the applicable Nigerian Content Act Schedule categories in Article 7.2 below. The total Nigerian Content value shall be broken down into the applicable Nigerian Content Act Schedule Categories found in Section IV - Scope of Work Nigerian Content Act Schedule Targets and each category shall further be broken down into the following elements, with each element being captured and reported separately:

- (i) Manpower
- (ii) Materials and goods
- (iii) Equipment
- (iv) Services.

Taxes and duties are to be reported separately as separate line items.

6.2 Nigerian Content Breakdown of the Contract Price.

Nigerian Content Act Schedule Category 1

	Total Quantity	Nigerian Quantity	Total Cost	Nigerian Cost	%NC Pledge	Measuring Metrics
Manpower	xxhr	xxhr				
Procured material & goods						
Service						
Equipment						
Total						

Nigerian Content Act Schedule Category 2

	Total Quantity	Nigerian Quantity	Total Cost	Nigerian Cost	%NC Pledge	Measuring Metrics
Manpower						
Procured material & goods						
Service						
Equipment						
Total						

Summary

S/N	NC Act Schedule Category	Total Cost	Nigerian Cost	%NC	Measuring Metrics
1					

2					
3	Taxes & Duties				
	Total				Spend

Note:

1. Details of Taxes and Duties should include the total value of all taxes and fees paid to the Nigerian Government or regulatory agencies by Contractor in connection with the performance of the work during the reporting period.
2. For rate-based contracts, the CONTRACTOR shall complete the above template in percentage (not Naira) terms.

6.3 Details of Nigerian Content

The CONTRACTOR shall submit as part of his commercial submission, details of the Nigerian Content scope and cost.

SECTION VI - ADMINISTRATION INSTRUCTIONS

ARTICLE 1 - INTRODUCTION

This Part of the CONTRACT describes the procedures that shall be employed by the COMPANY and CONTRACTOR in their respective administration responsibilities. CONTRACTOR shall ensure that where detailed requirements are not comprehensively set out in this section of the CONTRACT, such requirements shall be developed in time to efficiently and effectively carry out the Work.

ARTICLE 2 - ORGANISATION

2.1 SHELL

Mail address: Old Aba Road, Rumuobiakani, Port Harcourt

Telephone number:

Fax number: +234 80702 39456

Name: **Eghosa Igunbor**

Ref. Indicator: **ITV/ZO**

TITLE: **XXXX**

Location: **PHC-IA**

Telephone: **+234 (0) 8070241444**

SHELL AUTHORISED DEPUTY REPRESENTATIVE shall be:

Name: Emeka Ndubisi

Ref. Indicator: ITV/ZDA

Title: CONTRACT HOLDER

Location: **PHC-IA**

Telephone: +234 8070248383

SHELL hereby notifies the CONTRACTOR that its AUTHORISED REPRESENTATIVE shall be empowered to handle day-to-day administration of the CONTRACT (including issuance of PURCHASE ORDERS and Supervise the CONTRACTOR, and is also empowered to delegate his duties to the Authorised Deputy Representative, if necessary.

2.2 CONTRACTOR

The CONTRACTOR Representative is Olaseni Aiyenomuro. He may be contacted at olaseni.aiyenomuro@mainone.net and on telephone line +2348023695000 and the CONTRACTOR notifies SHELL that its Representative shall be empowered to ensure that all jobs are carried out effectively.

ARTICLE 3 - COMMUNICATION

3.1 Correspondence in General

Correspondence shall be in English and shall be by letter or telex in that order of preference.

3.2 Correspondence by Letter

All correspondence shall bear the following headings: Date, CONTRACT reference number, CONTRACT title, CONTRACTOR name.

If more than one subject or item is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate.

All correspondence shall indicate to whom copies have been sent.

3.3 Correspondence by Telex or Fax

A standard format using the following headings, shall be used for all telexed correspondence: From:, To:, Attention:, Copy for:, Telex/Fax reference number and date:, CONTRACT number:, CONTRACT title:, Confidentiality Classification:, Subject:, Urgency:, Contents of Telex/Fax:.....

If more than one subject or item is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate.

3.4 Meetings

If required by the COMPANY, the CONTRACTOR shall prepare minutes of any meetings held in connection with the performance of the CONTRACT. The CONTRACTOR shall submit proposed minutes to the COMPANY for confirmation. If appropriate, the COMPANY shall acknowledge the agreed minutes as being a true record of the meeting in question.

Minutes shall carry the following information on the front pages:, Date of issue:, Sheet number and total number of sheets: (e.g. sheet 2 of 3); Circulation list:, CONTRACT reference number:, Name of CONTRACTOR:, Subject:, Venue and Date of meeting:, Personnel in attendance:

3.5 Change in Addresses

Both the COMPANY and the CONTRACTOR shall have the right to change their correspondence addresses by notice in writing to the other party. All notices shall be effective when received.

ARTICLE 4 - NIGERIAN CONTENT REPORTING AND MEASUREMENT GUIDELINES

Nigerian Content shall be measured in line with the above definition, subdivided into Labour, Materials, Equipment and Services. Each element shall be measured and reported separately using the attached Nigerian Content Measurement Template.

4.1 Labour (Manpower costs)

Monitoring of manpower costs shall be by value and rates. Man-hour rates for all level of personnel on the project (both expatriates and Nigerians), manpower distribution, organisational charts showing the Project management team, company management profile and supervisory personnel at all levels shall be provided.

The average rates admissible as Nigerian content man-hour rate shall be calculated by dividing the stated percentage as a fixed factor of the gross man-hours worked by each category of personnel, whether Nigerian or Foreign.

All gross payments (inclusive of salaries, allowances, tax, etc.) to Nigerian citizens employed in the direct performance and indirect support of the WORK and for the period of the WORK, shall be deemed to be 100% Nigerian Content.

All expenses reimbursements or payments (exclusive of salary, allowances, tax, etc. but inclusive of hotel bills, transport allowances etc. expended in-country) made on behalf of non- Nigerian citizens employed in the direct performance and indirect support of the WORK and for the period of the WORK, shall be deemed to be 20% of the hourly rate of such employees and as such, only that proportion of the hourly rate shall be included in the determination of Nigerian Content.

For comparative and statistical purposes, the payments shall be split between payments to Managerial/Professional staff and Artisan/Junior staff.

In recognition of the need to incur costs in executing the training and development programmes in the Nigerian Content development plan, all personnel costs related to training, capability

development and transfer of technology programmes for Nigerian manpower on training in-country shall be regarded as 100% Nigerian content. Where training is carried out abroad, **20%** of related personnel costs shall be taken as Nigerian Content.

No foreign costs like base salaries of expatriates should be considered as part of the Nigerian content component, however expenses of the expatriate in-country can be considered as Nigerian Content.

The base salaries of Nigerians who work with project team outside the country are to be calculated as Nigerian Content, while the living expenses abroad are not Nigerian Content.

4.2 Materials (related to goods & services provided).

This covers materials procured for use either as a direct input in fabrication, construction, installation and commissioning or indirectly such as software etc.

Where the product is manufactured in Nigeria using Nigerian raw materials, then the Nigerian content is 100% of the cost.

In all other instances where the product or its components are not of Nigerian origin, then the Nigerian content is simply the added value to the product by Nigerians (working in a company registered and domiciled in Nigeria) in the course of assembly, product finishing and delivery.

For consistency and ease of calculation in cases where the value added cannot be easily and objectively determined, this shall be regarded as the price of the product as charged to the COMPANY less the foreign elements of the costs made up of:

- Cost of importing raw materials including Insurance & Freight;
- Import duties plus other clearing costs such as taxes & levies (NPA, ECOWAS fund, etc.)
- Any other costs incurred in the course of importation.

For items purchased from the Nigerian market where the determination of the above costs will be laborious and time consuming, the following percentages for Nigerian Content shall be assumed¹:

Description	% Nigerian Content
Imported (sourced directly from foreign company)	0
Imported (but sourced through local company)	5
Assembly done in Nigeria	20
Manufacturing done in Nigeria with over 60% of input materials being imported or less than 40% local input materials	40
Manufacturing done in Nigeria with over 60% of the input materials being local materials	100

Also, please note that where services are procured through a local sub-contractor, a mark-up of 5% on sub-contracted services would be awarded as Nigerian content.

4.3 Capital Assets/Equipment

A prime objective of Nigerian Content development is to encourage increased investment in manufacturing & fabrication facilities.

This item refers to costs incurred in the acquisition/development of capital assets and infrastructure in Nigeria as it relates to the delivery/execution of a project, the provision of a service or the manufacture of components for direct input into a project.

The goal is to recognise the contribution of the Asset/Equipment to Nigerian Content in monetary terms. This will be the total cost of the Asset/Equipment less the taxes and import duties paid² subject to the next paragraph.

As Capital assets by their nature are of a permanent nature and expected to have a useful life of several years the following guide is applicable 100% of the cost where the useful life of the Capital Asset is less than the contract duration or the asset has a zero or negligible realisable value at the end of the contract.

In all other cases i.e. where the asset life is longer than the contract duration, the value to be considered for each contract shall be apportioned on the basis of the time spent on the contract multiplied by the cost spread over the useful life of the asset –

$$\left(\frac{\text{cost}}{\text{asset life (months)}} \times \text{number of months spent on contract} \right)$$

Where an equipment is leased, the Nigerian content will depend on the category of the owner/lessor companies weighted as follows: Wholly Indigenous - 100%; Majority Nigerian Shareholding Company - 75%; Alliance or Joint Venture between an Indigenous & a foreign company - 50%; Majority Foreign Shareholding Company - 25% and; Foreign Company - 5%.

4.4 Services/Contracts (Including Sub Contracting)

All services rendered in Nigeria by Nigerians funded in Naira shall be deemed 100% Nigerian Content.

For sub-contracts, Sub-Contractors shall be expected to provide information at the same level of detail as the Main Contractor (which shall include details of Nigerian content in labour, materials, equipment and sub services) and the total Nigerian content value shall then be included here.

Statutory payments made to Nigerian governmental organizations for permits, licences and levies in order to execute the contract shall not be taken as Nigerian content.

4.5 Reporting

Measurements shall be reported by means of the NNPC Forms 1 & 2 attached as Appendices V.1 and V.2. CONTRACTOR shall include a preliminary Nigerian Content Plan in the Tender package. The plan shall be finalised before contract is awarded and incorporated into the CONTRACT agreement.

After contract award, the CONTRACTOR shall be required to submit monthly reports, which shall also include details of deviations from the agreed Nigerian Content Plan to the Shell Authorised Representative. The CONTRACTOR shall notify the COMPANY in writing where deviations from the agreed Nigerian Content Plan are observed.

² This is for consistency with the method used for materials and the overall guideline that taxes & duties are expressly excluded from the computation of Nigerian content.

At the end of the contract, the CONTRACTOR shall submit a final Nigerian Content report to the Shell Authorised Representative, which shall be evaluated to rank CONTRACTOR's performance as either below target, threshold, on target or above target.

The COMPANY shall officially recognize CONTRACTORS that consistently perform above target and where specific contractors consistently default, the COMPANY shall flag this and penalize accordingly in accordance with the provisions of the CONTRACT.

The CONTRACTOR and the COMPANY shall develop a performance assessment in form of an "S" curve reflecting overall Nigerian Content performance quarterly. This shall be similar to the progress curve prepared for each project and should be provided for each specific project and CONTRACT being reported by the COMPANY and the CONTRACTOR. On a quarterly basis, a consolidated progress curve on Nigerian Content performance shall also be provided by the COMPANY for all projects being undertaken and reported.

The "S" curve shall be provided for all Engineering, Fabrication, Procurement Services and any other applicable contracts on a quarterly basis.

ARTICLE 5 – WORK PROCEDURE

- 5.1 Prior to commencement of WORK under the CONTRACT, the COMPANY shall issue to the CONTRACTOR, one or more Purchase Order(s) (PO(s) covering the WORK to be carried out. The PO shall state, among other things, the Value of the WORK, the duration, the PO Number, THE COMPANY Contact Person and any other necessary details as may be relevant to the WORK.
- 5.2 On completion of WORK stated under a PO, the COMPANY shall issue to the CONTRACTOR a Work Completion Certificate (WCC). The WCC shall state the PO number, Service Entry Number for the WORK and the actual value of the WORK carried out by the CONTRACTOR. The CONTRACTOR shall thereafter raise an invoice which corresponds to the value on the WCC, attach the invoice to the WCC and submit to the SHELL Vendor Services Centre in either Warri or Port Harcourt Main Offices for payment in accordance with the payment terms of the CONTRACT.
- 5.3 The total PO Value shall mean the maximum anticipated value of WORK to be executed under the PO for the duration stated on the PO. Notwithstanding the stated total PO Value, the parties expressly acknowledge that the CONTRACTOR is not entitled to the total PO value unless the WORK executed and reflected in the Work Completion Certificate(s) (WCC) aggregate to that value. The total payments due to the CONTRACTOR shall always be limited to the value of WORK carried out and reflected on the WCC.

ARTICLE 6 - VARIATION TO THE WORK

6.1 Introduction

This article sets out the procedures for issuing Variations to the WORK in accordance with Section II Articles of Agreement, article headed VARIATION.

6.1 Request for Variation

To request an estimate for a proposed VARIATION to the WORK, the COMPANY shall issue a formal request in writing to CONTRACTOR. This information shall form an integral part of the proposed VARIATION for which an estimate is requested.

6.2 Documentation

The CONTRACTOR shall submit supporting documents showing the elements of the prices and details of the changes to the WORK programme, if any, incorporating the proposed VARIATION.

6.3 Approval of Variation

Should the COMPANY wish to proceed with the proposed VARIATION, it shall instruct the CONTRACTOR in writing to perform the VARIATION using the CONTRACT Variation Form. The form shall detail the effects of the VARIATION and shall be signed in two originals, one to be retained by the COMPANY and one by the CONTRACTOR.

ARTICLE 7 - REPORTING

7.1 General

The CONTRACTOR shall keep the COMPANY informed on the progress of the WORK and on deviations from the WORK programme and trends and events likely to affect the performance of the WORK and shall promptly provide such reports.

7.2 The CONTRACTOR shall ensure that he submits all the reports as may be specified during the contract start-up meeting to satisfy the requirements of effective Contract Management.

7.3 Reporting Procedure

The CONTRACTOR shall provide reports as detailed in the CONTRACT.

ARTICLE 8 - EMERGENCY PROCEDURE GUIDE

In the event of an emergency, the CONTRACTOR shall comply with the latest version of the Emergency Procedure Guide of THE COMPANY. It is the responsibility of the CONTRACTOR to ensure that he has such a copy. Copies of this guide may be obtained from the COMPANY's Project Engineer.

ARTICLE 9 - INCIDENT REPORTING PROCEDURE

9.1 Incident Reporting

Pursuant to the provisions of the CONTRACT, the CONTRACTOR shall complete the Incident Report Form in full and hand over to the COMPANY Representative in the event of:

- (a) any loss of, or damage to, or theft of the CONTRACTOR's property or the property of the COMPANY or any other property involved in the WORK,
- (b) any personal injury to Personnel of the CONTRACTOR or sub-contractors,
- (c) any injury to any Third Party,
- (d) any automotive incident,
- (e) a near miss incident.

A specimen copy of the Incident Report Form may be obtained from the COMPANY Representative.

9.2 Insurance Claims

In the event of any incident giving rise to an insurance claim, the CONTRACTOR shall, within seven (7) days of the incident, prepare a detailed report of the incident and deliver to the COMPANY Representative.

ARTICLE 10 - SUBCONTRACTING PROCEDURE

10.1 Subcontract Document

The CONTRACTOR shall submit to the COMPANY two copies of any proposed Subcontract prior to issuing any Tender, together with a CONTRACT plan. The CONTRACTOR shall allow a period of ten days for the COMPANY to review the proposed Subcontract Tender.

10.2 Reimbursable Subcontracts

Where the cost of the Subcontract is to be reimbursed separately by the COMPANY the Subcontract shall be subject to competitive tendering with at least three tenderers.

10.3 Notification to CONTRACTOR

THE COMPANY shall within the ten days specified in Article 10.1 above either notify the CONTRACTOR to proceed with the Tenders or submit written comments to the CONTRACTOR concerning the form of the Subcontract Tender, the choice of the sub-contractor, the part of the WORK to be covered by the sub contract or the cost of the proposed sub-contract. The latter shall only apply where the COMPANY is required to separately reimburse the sub-contractor.

ARTICLE 11 - INSURANCE CERTIFICATES

11.1 Requirements

Within fifteen working days of CONTRACT signature, the CONTRACTOR shall supply THE COMPANY with evidence that all the insurance requirements set out in Articles 31 of this CONTRACT, have been obtained.

11.2 Renewable Insurances

In the event that any of the insurances are renewable during the term of the CONTRACT, the CONTRACTOR shall provide the COMPANY, no later than fifteen working days after expiry of the insurances, with evidence of renewal of such insurances.

ARTICLE 12 - PLANNING

The CONTRACTOR shall be fully responsible for all detailed planning and scheduling necessary to ensure the WORK is completed in accordance with the CONTRACT. The CONTRACTOR's planning and scheduling shall encompass all phases of the WORK, including those performed by its SUBCONTRACTORS.

ARTICLE 13 - DOCUMENTATION AND DOCUMENT CONTROL

13.1 The CONTRACTOR shall be responsible for providing and maintaining all documentation required for the performance of the WORK, as well as documentation to be provided for the COMPANY in accordance with the CONTRACT.

13.2 No later than two (2) months after the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT, the CONTRACTOR shall submit to THE COMPANY a list of all drawings (except shop drawings, if any) and documents it proposes to create during the course of the WORK.

13.3 Within fourteen (14) days of receipt of the list described in Clause 15.2 above, the COMPANY shall return it to the CONTRACTOR notated to show which documents

- (a) The COMPANY shall approve (e.g. welding specifications and the like),
- (b) The COMPANY shall comment on,
- (c) Area for information only and,
- (d) The COMPANY does not need to see.

ARTICLE 14 – HANDOVER

14.1 When the CONTRACTOR considers that it has completed all work required to enable HANDOVER of the PERMANENT WORK or part of the PERMANENT WORK to take place, the CONTRACTOR shall request the COMPANY to issue a HANDOVER Certificate. If the COMPANY agrees that part or all of the PERMANENT WORK has been completed, it shall issue the requested HANDOVER Certificate. Alternatively the COMPANY shall inform the CONTRACTOR of any deficiencies.

- 14.2 In the event that the CONTRACTOR fails to achieve HANDOVER by a SCHEDULED HANDOVER DATE and the COMPANY requires use of the PERMANENT WORK or part of the PERMANENT WORK on or after the SCHEDULED HANDOVER DATE, then the COMPANY shall issue a HANDOVER Certificate to the CONTRACTOR. The COMPANY shall detail on the Certificate that part of the WORK scheduled to be complete but which is not complete.
- 14.3 A pro forma of the HANDOVER Certificate to be used when administering HANDOVER is attached as Appendix 4.

ARTICLE 15 - COMPLETION AND CONTRACT CLOSURE PROCEDURE

15.1 Completion

Following completion of the WORK under a PURCHASE ORDER and in accordance with the provisions of the CONTRACT, the CONTRACTOR shall issue to the COMPANY a Notification of Completion. The COMPANY shall thereupon issue to CONTRACTOR a Work Completion Certificate (WCC). A specimen copy of the Notification of Completion and the Work Completion Certificate may be obtained from the COMPANY REPRESENTATIVE.

15.2 CONTRACT Closure Certificate

- 15.2.1 Within ninety DAYS of issue of the last WCC under the CONTRACT, the COMPANY shall issue to the CONTRACTOR a CONTRACT Closure Certificate in duplicate.

For WORKS where the provision of the Article headed 'Defects Correction' in the Articles of Agreement is applicable, the calculation of the ninety DAYS period shall become effective from the expiration date of such Defects Correction Period or, in cases where defects are corrected, from the expiration of the Defects Correction Period for such corrected defects.

- 15.2.2 If there are monies due from the COMPANY to the CONTRACTOR, in accordance with the CONTRACT, the CONTRACTOR shall submit to the COMPANY within 30 days of receiving the last WCC, an invoice for the monies due, referring to the WCC. The COMPANY shall within forty-five days of receipt of such invoice pay to CONTRACTOR the final amount of monies due.
- 15.2.3 If there are no monies due to the CONTRACTOR or if there are monies due, when these are paid, then the CONTRACTOR shall sign a copy of the CONTRACT Closure Certificate and return it to.
- 15.2.4 When the COMPANY has received from the CONTRACTOR a copy of the CONTRACT Closure Certificate signed by the CONTRACTOR and the COMPANY is satisfied that all monies due under the CONTRACT have been settled, then the COMPANY shall close and archive the account for the applicable CONTRACT.

APPENDIX VI.1 – NIGERIAN CONTENT MONITORING FORM 1 TEMPLATE

** This form should be filled by all contractors or sub-contractors.*

NIGERIA CONTENT SPEND MONITORING SHEET

CLIENT NAME: _____

DATE OF AWARD:

CONTRACTOR NAME :

TYPE OF CONTRACT

CONTRACT TITLE:

STATUS THROUGH:

CATEGORY OF CONTRACT:

REPORT DATE:

TOTAL CONTRACT VALUE:

CONTRACT REFERENCE NUMBER

		Total Monthly Earning			Total Monthly NC Earning			NC (100% of cost)
Man power/Labour	Total(No. of personnel)	Naira	\$	₦	Naira	\$	₦	
Managerial								
Foreign								
Nigerian								
Professional/Skilled								
Foreign								
Nigerian								
Unskilled								
Foreign								
Nigerian								
Total Labour Costs								

	Total Monthly Cost			Monthly Nigerian spend			NC (100% of cost)
Materials Procured/Equipment	Naira	\$	F\$	Naira	\$	F\$	
Total Service Charge							

	Total Monthly Contract Cost			Monthly Nigerian spend			NC (100% of cost)
Sub Contracted Services	Naira	\$	F\$	Naira	\$	F\$	
Total Service Charge							

Summary	Total Monthly Spend			Monthly Nigerian spend			NC (100% of cost)
	Naira	\$	F\$	Naira	\$	F\$	
Total Costs							

Signed by:

Name _____

Contractor

Name _____
Contract Holder

Name _____

Category Manager

Company Stamp

APPENDIX VI. 2 - CERTIFICATE OF MILESTONE COMPLETION

SHELL<Insert corporate entity name>

Project:

CONTRACTOR:

CONTRACT No:

CONTRACT Title:

Location:

MILESTONE No. :

CERTIFICATE OF MILESTONE COMPLETION

In respect of the above numbered MILESTONE, SHELL hereby issues to the CONTRACTOR this Certificate of MILESTONE Completion.

(On receipt of this Certificate the CONTRACTOR shall invoice SHELL for the amount due in accordance with Section III - SCHEDULE OF PRICES for completion of the above numbered MILESTONE, specified on the attached MILESTONE Summary Sheet.)

This Certificate does not relieve the CONTRACTOR of any of its obligations to SHELL under the CONTRACT, nor does it affect any statutory or common-law rights held by SHELL or the CONTRACTOR.

For SHELL

By:

Name:

Title:

SHELL REPRESENTATIVE

Date:

APPENDIX VI .3 - HANDOVER CERTIFICATE

SHELL.....<Insert corporate entity name>.....



Project:	
CONTRACTOR:	
CONTRACT No:	
CONTRACT Title:	
HANDOVER CERTIFICATE	
<p>In respect of the <Insert '<i>PERMANENT WORK</i>' or some clearly defined part of it>, SHELL hereby issues to the CONTRACTOR this HANDOVER Certificate.</p> <p>This Certificate does not relieve the CONTRACTOR of any obligations to SHELL under the CONTRACT not does it affect any statutory or other legal rights held by SHELL or the CONTRACTOR.</p> <p>Capitalised words and phrases in this Certificate shall have the meanings ascribed to them in the CONTRACT.</p>	
<p>For SHELL</p> <p>By: Name</p> <p>Date of Signature:</p>	

APPENDIX VI.4 – NOTIFICATION OF COMPLETION

SHELL.....<Insert corporate entity name>.....

Project : _____

CONTRACTOR : _____

CONTRACT No : _____

CONTRACT Title : _____

NOTIFICATION OF COMPLETION

The CONTRACTOR hereby notifies SHELL that it considers its obligations under the CONTRACT to be fulfilled and requests that SHELL issue a Certificate of Completion

For CONTRACTOR

BY: _____
(Name and Title)

DATE: _____

APPENDIX VI.5 – CERTIFICATE OF COMPLETION

SHELL.....<Insert corporate entity name>.....

Project : _____
CONTRACT No : _____
CONTRACT Title: _____
CONTRACTOR : _____

CERTIFICATE OF COMPLETION

In respect of the above CONTRACT, SHELL hereby issues to the CONTRACTOR this Certification of Completion

On receipt of this Certificate the CONTRACTOR shall invoice Shell for release of the first portion of the retention monies in accordance with Section II – ARTICLES OF AGREEMENT, the Article headed TERMS OF PAYMENT

This certificate does not relieve the CONTRACTOR of any continuing obligation to SHELL under the CONTRACT, nor does it affect any statutory or common-law rights held by SHELL.

FOR: SHELL

BY: _____
SHELL REPRESENTATIVE

Date of Signature: _____

COMPLETION DATE: _____

Section VII - HEALTH, SAFETY, SECURITY AND ENVIRONMENT

For Shell Exploration and Production Companies in Nigeria



HSSE PROVISIONS FOR LOW HSSE RISK CONTRACTS

September 2013

PART A- GENERAL HSSE REQUIREMENTS

ARTICLE 1 – DEFINITIONS

“ALARP” (As Low As Reasonably Practicable) shall mean such level of reduction of risk where the cost and effort of further reduction measures becomes unreasonably disproportionate to the additional risk reduction obtained.

“Contract HSSE Plan” shall mean a plan prepared by the Contractor which shall identify the HSSE Risks, the respective HSSE Procedures and the detailed activities to mitigate the HSSE Risks associated with each phase of the Contract, in order to achieve the HSSE objectives, identifying actions, responsible parties and target dates.

“Goal Zero” means the principle of relentlessly pursuing no harm to people, no leaks and no significant HSSE incidents which is applied through the Risk Management Process incorporating the requirement to reduce risks to As Low As Reasonably Practicable (ALARP).

“HSSE Hazard” is an agent with the potential to cause harm to people, damage to Assets, or an impact on the environment or reputation associated with the scope of Work.

“HSSE Management System” means a documented system comprising the structure, practices, procedures, processes, resources and responsibilities that a business does to manage and meet its HSSE & SP objectives.

“HSSE Risk” is a combination of the consequence of a specific HSSE Hazard being released and the likelihood of it happening.

“HSSE Standards” means, as referred to individually or collectively, all HSSE policies, manuals, standards, rules and procedures, as communicated to Contractor, designed to manage HSSE risks during the Work under the Contract, all Applicable Laws relating to HSSE, Company’s requirements for the management of HSSE risk agreed in the Contract, as well as any other rules, procedures (whether issued by Company Group or otherwise) in force at the relevant Company Group Worksite at the time of the Work.

“Incident” means an unplanned event or chains of events that result or could result, as in the case of near misses, in injury or illness to people or damage to assets, the environment or reputation.

ARTICLE 2- HSSE MANAGEMENT

2.1 Obligations of Contractor

The terms and conditions of this Section of the Purchase Contract, do not relieve Contractor of any liability or obligation under the Purchase Contract, and in no way create liability for Company Group.

2.2 HSSE Management System

- (a) The Contractor shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the performance of the Scope at all Worksites
- (b) The Contractor shall provide the Company with a copy of its current health, safety, security and environment (HSSE) Policy document, which shall commit the Contractor to:
 - i) Conducting operations without causing harm to people or damage to the environment;
 - ii) A systematic approach to the identification and management of HSSE risks;
 - iii) Pursue the Company HSSE principle of Goal Zero and comply with the Company Life Saving Rules, and with all relevant HSSE laws and standards whether national, regional, local or otherwise;
 - iv) Setting targets for the continuous improvement of HSSE performance

ARTICLE 3- ADDITIONAL HSSE REQUIREMENTS

3.1 Contracts managed under Company's HSSE Management System

- (a) The Contractor shall have in place and maintain until the COMPLETION of the Scope a management system, which provides assurance that all Contractor Personnel meet all the Company HSSE competency requirements (including the specified HSSE training) and meet the Company Minimum Health Management Standards for the WORK, and that any tools and machinery it is providing are properly maintained and suitable for the Scope
- (b) All the Contractor Personnel engaged in the Scope shall be conversant with and, at all times, strictly comply with the HSSE standards of the Company as specified in this Section.
- (c) Incidents of the Contractor non-compliance with the Company's HSSE MS shall be reported by the Contractor to the Company for investigation by the Company in line with the Company HSSE Standards.

3.2 Contracts managed under Contractor's HSSE Management System

- (a) During supply of Scope, Contractor shall have in place, maintain and comply with an HSSE Management System that is in accordance with Company HSSE Management System, the standards of practice in the International Association of Oil and Gas Producers Report 423/2010, as amended or revised, or any other standards or standards of practice agreed between Contractor and Company ("Contractor HSSE Management System"). The scope of the Contractor HSSE Management System shall cover all areas of Scope, including any Scope to be performed by any Subcontractor, and all interfaces between Contractor and Company, and Contractor and Subcontractor.
- (b) At Company's request, the Contractor HSSE Management System will be subject to review by Company at any time prior to and during supply of Scope to ensure compliance with this section.
- (c) Contractor HSSE Management System may include the following:

- i. Materially equivalent requirements to Company HSSE Management System, such equivalency to be determined by Company acting reasonably;
 - ii. A bridging document addressing gaps and differences between Contractor HSSE Management System and Company HSSE Management System, if applicable; and
 - iii. Shell Life Saving Rules.
- (d) If Contractor HSSE Management System is certified by a recognised body, Contractor will ensure that such certification remains in place during supply of Scope.
- (e) During the supply of Scope Contractor shall also adhere to HSSE Standards in accordance with all applicable legislation, rules and regulations and shall consist of the following (listed in order of precedence):
 - i. HSSE Standards as specified in this Section.
 - ii. Contractor's own HSSE Standards.
 - iii. Relevant International Association of Oil & Gas Producers (OGP) guidelines.

3.3 General HSSE Requirements for inclusion in HSSE Management System

Any Management System used by Contractor shall, as a minimum, include the following requirements:

(a) Leadership and Commitment

- i. The Contractor shall at all times demonstrate its commitment to HSSE. All senior Contractor and Subcontractor management shall establish a personal commitment to HSSE, be actively involved in HSSE matters, and lead the Contractor organisation to comply with the HSSE Standards
- ii. The Contractor management shall lead the Contractor organisation to constantly improve HSSE performance through leadership and action planning.

(b) Competence and Training

- i. Contractor will identify the Contractor Personnel roles critical to the management of material HSSE risk ("HSSE Critical Roles") arising during supply of Scope, as well as the minimum HSSE competence requirements necessary to undertake those roles, and will incorporate this information in its competence assurance program. The identification of HSSE Critical Roles, accompanying competence requirements and related assurance requirements will be subject to approval by Company prior to supply of Scope, which approval shall not be unreasonably withheld.
- ii. Contractor will ensure that it has a fully implemented competency assurance programme that both requires and assures that all Contractor Personnel have and maintain the HSSE competencies necessary to supply Scope.
- iii. Contractor will ensure that it has an HSSE training programme that requires and assures that all Contractor Personnel have and maintain the HSSE competencies necessary to supply Scope.
- iv. Contractor will communicate to Contractor Personnel, those competency and training requirements necessary to perform Scope.
- v. At Company's request, Contractor will provide Company with information about Contractor's HSSE training programme and Contractor's HSSE competency assurance programme, including information on the criteria used to assess HSSE competency and the methods used to provide assurance as to HSSE competency.

(c) *Fitness to Work Requirements*

- i. Contractor will ensure it has a fully implemented fitness to work programme that both requires and assures that all Contractor Personnel engaged in supply of Scope are medically and physically fit to perform work within Scope.
- ii. Contractor will communicate all fitness to work requirements to Contractor Personnel.
- iii. Prior to and during supply of Scope, Contractor will provide Company with such information about Contractor's fitness to work programme as Company may request.

(d) *Working Environment and Equipment Requirements*

- i. Contractor will provide and maintain safe and healthy working conditions for all Contractor Personnel. Worksites will be maintained at all times in a clean, tidy and safe condition;
- ii. Contractor will properly remove and dispose of all waste and debris in accordance with Standards of Practice and Applicable Laws;
- iii. Contractor will ensure that all equipment, tools, machinery and consumables required to supply Scope are fit for purpose and at all times inspected, certified, calibrated, maintained, repaired, protected and stored in accordance with manufacturers' specifications, guidelines, Applicable Laws and Standards of Practice; and
- iv. Contractor will establish and maintain written procedures to manage the use of personal protective equipment ("PPE") and ensure that Contractor Personnel have and use PPE that is compliant with Applicable Laws and applicable Standards of Practice.

(e) *Monitoring, Reporting and Corrective Action Requirements*

- i. As it relates to supply of Scope, Contractor will establish and implement a documented system to monitor and report HSSE performance that meets the performance and monitoring requirements as communicated from time to time by Company, including key performance indicators ("KPI") as agreed between Company and Contractor.
- ii. Contractor will take corrective action to improve HSSE performance that does not meet the KPIs agreed between Contractor and Company.
- iii. Company and Contractor may agree on any incentives based on leading and lagging KPIs.

(f) *Incident Requirements*

- i. Company and Contractor will agree on a consequence management plan for non-compliance with any of the HSSE Standards in the Purchase Contract. Contractor will immediately report all Incidents, including near misses associated with supply of Scope and any Incident at Company Worksite to Company for investigation by Company, in its absolute discretion.
- ii. Any Incident reports prepared by Contractor shall be immediately communicated to Company.
- iii. Contractor Personnel shall, at the request of Company, attend and contribute to Company's Incident investigation in a manner prescribed by Company.
- iv. Company may recommend and communicate corrective action arising from an Incident investigation to Contractor and Contractor will be solely responsible to ensure that all recommended actions are taken and that the Contract HSSE Plan is revised as necessary to reflect such actions

(g) *Subcontractor Requirement*

Contractors who have received approval from Company to subcontract all or part of the Scope will:

- i. Include procedures for the identification, assessment and selection of Subcontractors. These procedures should meet or exceed OGP Report No. 423/June 2010 – “HSE Management – Guidelines for Working Together in a Contract Environment”, or any amendment, revision or successor document thereto.
- ii. Perform an HSSE capability assessment of potential Subcontractors prior to entering into any Subcontract to determine Subcontractor’s ability to meet the requirements of the Purchase Contract. Company, in its absolute discretion, may reject any potential Subcontractor on the basis of the assessment.
- iii. Provide advance notice to Company of Contractor’s plans to enter into any Subcontract for any part of the Scope. The notice must include, at a minimum, the part of the Scope for which the Subcontractor will be engaged, the name of Subcontractor, the results of the HSSE capability assessment for the Subcontractor and the anticipated award date of the Subcontract.
- iv. Ensure that any Subcontractor engaged to perform any part of the Scope complies with all HSSE Appendix attached to the Purchase Contract.
- v. Maintain an overview of Subcontractors engaged to perform any part of the Scope, showing activities to be performed and risk assessments relevant to the Scope. Contractor will provide this overview to Company upon request.
- vi. Ensure that the HSSE Management Systems of its Subcontractors engaged to perform any part of the Scope are aligned with the Contractor’s HSSE Management System, whether Contractor has adopted Company’s HSSE Management System or is using its own.

ARTICLE 4 – WORK OVER/AROUND WATER

- (a) All Contractor personnel working over/around or travelling by boat must be swim certified by Company Certification Team
- (b) All Contractor personnel travelling by helicopter to swamp worksite in company operations must be certified in the Helicopter Underwater Escape Training (HUET) from OPITO/Company approved HUET Service Provider at Contractor’s expense
- (c) All Contractor personnel working in offshore installations must be certified in Basic Offshore Safety Induction and Emergency Training (BOSIET) from OPITO or equivalent international certified training establishment’s approved Service Provider at Contractor’s expense.

APPENDIX 1 – COMPANY HSE POLICY

SHELL COMMITMENT AND POLICY ON HEALTH, SECURITY, SAFETY, THE ENVIRONMENT AND SOCIAL PERFORMANCE

COMMITMENT

In Shell we are all committed to:

- Pursue the goal of no harm to people;
- Protect the environment;
- Use material and energy efficiently to provide our products and services;
- Respect our neighbours and contribute to the societies in which we operate;
- Develop energy resources, products and services consistent with these aims;
- Publicly report on our performance;
- Play a leading role in promoting best practice in our industries;
- Manage HSSE & SP matters as any other critical business activity; and
- Promote a culture in which all Shell employees share this commitment.

In this way we aim to have an HSSE & SP performance we can be proud of, to earn the confidence of customers, shareholders and society at large, to be a good neighbour and to contribute to sustainable development.

POLICY

Every Shell Company:

- Has a systematic approach to HSSE & SP management designed to ensure compliance with the law and to achieve continuous performance improvement;
- Sets targets for improvement and measures, appraises and reports performance;
- Requires contractors to manage HSSE & SP in line with this policy;
- Requires joint ventures under its operational control to apply this policy, and uses its influence to promote it in its other ventures;
- Engages effectively with neighbours and impacted communities; and
- Includes HSSE & SP performance in the appraisal of staff and rewards accordingly.



Ben van Beurden
Chief Executive Officer



Marno de Jong
VP, Nigeria



Osagie Okunbor
Country Chair & MD SPDC

Originally published in March 1997 and updated by the Executive Committee December 2009

General Disclaimer: The companies in which Royal Dutch Shell plc directly and indirectly owns investments are separate entities. In this policy the expression "Shell" is sometimes used for convenience where references are made to companies within the Shell group or to the group in general. Likewise, the words "we", "us" and "our" are also used to refer to Shell companies in general or those who work for them. These expressions are also used where no useful purpose is served by identifying specific companies.



APPENDIX 2 – SHELL LIFE-SAVING RULES

1: Work with a valid work permit where required



2: Conduct gas tests when required



3: Verify isolation before work begins and use the specified life protecting equipment



4: Obtain authorisation before entering a confined space



5: Obtain authorisation before overriding or disabling safety critical equipment



6: Protect yourself against a fall when working at height



7: Do not walk under a suspended load



8: Do not smoke outside designated areas



9: No alcohol or drugs while working or driving



10. While driving, do not use your phone and do not exceed speed limits



11. Wear your seat belt



12: Follow prescribed Journey Management Plan



Note: Commuting, alcohol in social settings and smoking in office environments are out of scope

If You Choose To Break Any Of The Life Saving Rules
You Have Also Chosen Not To Work For Shell.