

Annex B - List of handover documents

CONTRACT HANDOVER FORM (Contract Revision)

FROM: PRO

**TO: CONTRACT HOLDER
ICT DEPARTMENT**

SECTION 1

HANOVER MEETING (if applicable) Y/N N/A

Note: Significant Notes from Handover meeting needs to be mentioned)

For contracts above 5,000,000 USD a handover meeting is requested

Handover Meeting date: (dd.mm.yyyy) _____
PRO representative(s): (name, surname, signature) _____
CH/CA representative(s): (name, surname, signature) _____
HSE representative(s): (name, surname, signature) _____

SECTION 2

CONTRACT DATA AND HANOVER OF DOCUMENTS

Contract No	5000021671
Scope of Work	Maintenance of Cisco ISE, RSA and OP Manager Software, Licenses, & Patch Management
Contractor Name (in full)	ARWEN TECH (PVT) LIMITED
Contractor Representative Contact details	Mohsin Ghani, Coorporate Sales Account Manager Email: mohsin.ghani@arwentech.com M: +92 321 2888979 LL: +92 21 111373737 Ext 5022
Contract Value	Total ACV: USD 65,000/- (with 5% Contingency)
Start Date	21-March-2022
End Date	20-March-2025
Options if any	Yes
Notice for options if any	
Type (Blanked, P.O., S.A.)	Blanked Order - (without any minimum work / value commitment)
Insurance Policies required (provide the list of applicable insurances and coverages required)	As per the Framework of Agreement.
Compensation Scheme (explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	Refer to Appendix A of the contract
SAP structure (line items) Itemized Y/N, availability of open line Y/N	Yes

Payment Terms	The payment will be made in PKR on 60 days credit basis upon receipt of supplier's invoice to company's finance department.
Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	As per article-15 of the Form of Agreement
HSE Requirements	As per Appendix-E "HSE guidelines"
Subcontracting <u>Note for User:</u> Cascade subcontracting and total subcontracting not allowed	Not Applicable
Delivery Terms	As per each Call off requirement
Location	ENI Pakistan Limited (Karachi Office)

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	Y	Attached
Letter of Amendment	N	
General Conditions	N	
Special Conditions	N	
Appendix "A"- "Compensation and Method of Application"	Y	Attached
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	N	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	Y	Attached
Appendix "E" - "HSE Guidelines (where applicable)	Y	Attached HSE guidelines HSE99-HO-IN-GD-056-00
Appendix "F" Security Guidelines (where applicable)	Y	Attached Security guidelines SEC03-HO-IN-GD-725-00
Appendix "L" - Logistics Guidelines (where applicable)	N	
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	N	
Call off Order specimen	N	
Appendix "B"- "Price Schedule/Price List" (where applicable)	N	
Any Other Documents	Y	Attached OHMS guidelines HR149-OH-IN-GD-149-00

Handover Form – CONTRACT N° 5000021671



The following contract information and documents are handed over from Procurement Dept. to Contract Holder on 17/06/2022

PRO representative

Buyer's Name & Signature

Muhammad Ali Iqbal

[Handwritten signatures and dates]
[Signature] 17/06/22
[Signature] 17/06/22
[Signature] 17/06/22
[Signature] 17/06/22
[Signature] 17/06/22

Team Leader's Name & Signature

Khaliq ur Rehman

C&P Manager's Name & Signature

Alim ur Rehman

Receipt by:

CH representative

HSE representative

Contract Holder Roles and Responsibilities

I hereby acknowledge that I have read and accept the role and responsibilities as a Contract Holder/Administrator below for all contracts used, under my authority as a requesting unit, relating to the procurement of goods and services.

A Contract Holder/Administrator has responsibility to manage the Contract, including communication with the Contractor as necessary to ensure it is satisfactorily performed, and undertaking responsibility for the following:

Contract Holder Representative:

Date: _____

Name, Dept.

Sign: 

General:

- The Contract Holder shall ensure that Company's interests are protected through the administration of the contract.
- The Contract holder shall perform the role of Company Representative specified in the Contract.
- Raise Call-Off Orders in a timely manner before the start of the activities
- Monitor contract expiry date and financial validity and ensure timely action (minimum 6 months before expiry and before reaching 70% of ACV), if the duration or financial validity of the contract requires enhancement.
- Analyze Contractor deliverables and work progress measured against Contracts.
- Verify that HSE requirements are adhered to.
- Ensure implementation of Contractor management plans and procedures in compliance with the Contract including filing all the documentation concerning the Contract Management that, when required, shall be at disposal of Control Unit (internal and or external)

*In case SOW requires CR manager signature replace HSE with Security & CR

- Conduct the evaluation of Contractor management practices and deliverables
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.
- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract.
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.
 - Maximum limit of subcontractable activities has not been exceeded
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract

- Subcontractor is not listed in the Reference lists
- Subcontractor suitability with regard to the non-existence of any prohibitions/infiltrations attempts by mafia as provided by the Anti-Mafia legislation, where applicable
- Subcontractor is not listed in list of vendors with status "revoked" (Disqualified), "suspended", or "warning with authorization", by consulting C&P Vendor management unit.
- In case of negative feedback on subcontractor's performance, check for necessary investigations.
- Check that subcontract authorization request is complete and there are no anomalies in the documentation attached to it. Where required counterparty risk assessment is to be performed.
- In case of pre-approved subcontractor, Contract Holder has the responsibility to make sample checks on the declaration given by the contractor/supplier that he has checked that the requirements submitted by the subcontractor during bidding are still in place
- Ensure that Supplier/Contractor is complying with Insurance Requirements laid down in the Contract
- Ensure that Supplier/Contractor is complying with Bank or Parent Company Guarantees laid down in the Contract
- Check whether any liquidated damages/penalties or volume discounts provided for in the Contract are applicable
- Anticipate and manage any claims assessing their legitimacy and magnitude, and maintain a claim register
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders

Administrative:

- Ensure that all correspondence/documentation transmitted to or received from the Contractor have been reviewed/approved or received by all relevant personnel, for e.g. correspondence of a contractual or commercial nature to be reviewed by the C&P Dept. and if necessary by Legal Dept.
- Approve all invoices/vouchers in a timely manner in accordance with the clause stipulated in the Contract.

Expediting and Inspection:

- Perform all required expediting with Contractor/Supplier, final inspection and acceptance of all work required under the Contract.
- Ensure verification of the accuracy of the information reported on the delivery challan issued by the Contractor
- Request attendance at testing of goods delivered and/or work executed by the Contractor where required by the contract

Performance Feedbacks

Prepare and submit in VMS annual Feedback reports and at contract close-out on Contractor performance for Contracts falling under critical commodity codes in attachment A and having ACV more than Euro 450,000 in case of Open Contracts (Blanket Orders) and more than Euro 150,000 in case of Closed Contracts (Purchase orders). Feedback for subcontractors is to be prepared once subcontracted activity is completed in order to verify suitability for future use. In case of misconduct by subcontractor, a negative feedback is also to be recorded against the awarded Contractor.

Feedback should cover the following aspects:

- Punctuality
- Quality of supplied goods and services
- Behavior
- HSE
- Completion of delivery or work
- Any non-compliance/cost modification

Close-Out

Initiate and coordinate the Contract close Out after Contract work/ Services completion. For contracts with ACV > US\$ 5,000,000) prepare and submit contract close out report to C&P department.

Special Notes from Handover Meeting (for contracts above US\$ 5,000,000)



Attachment A list of critical commodity codes

Commodity Class	Descrizione estesa EN	Characterized	Business criticity	HSE criticity
LL02AC06	FIXED AND MOBILE SCAFFOLDING	NO	C	A
LL03AB01	APPLICATION OF INSULATING AND SOUND-PROOF COVERINGS	NO	B	A
LL04AC07	EPC CENTRAL PROCESSING OIL / GAS SEP SUM UP TO 40 ML €	NO	A	A
SS01AD02	SERVICES MANAGEMENT, SUPERVISION, CARE WORK ON PROJECTS	NO	C	B
SS01BA01	FEASIBILITY STUDIES, BASIC ENGINEERING AND FEED	YES	B	C
SS01BA02	DETAILED AND EXECUTIVE ENGINEERING	YES	B	C
SS02BA01	SEISMIC DATA ACQUISITION	YES	A	A
SS03AA10	VIDEO-INSPECTION AND RELINING OF PIPE	NO	B	C
SS03AB05	HYDRODYNAMIC WASHING	NO	C	A
SS04BC01	SOFTWARE PACKAGES SERVICES	YES	B	C
SS05BA01	OFFSHORE RIGS – FLOATERS	YES	A	A
SS05BA02	OFFSHORE RIGS – JACK-UP	YES	A	A
SS05BA04	ONSHORE RIGS	YES	A	A
SS05BB05	CEMENTING (SERVICES, EQUIPMENT AND PRODUCTS)	YES	A	A
SS05BB07	COILED TUBING SERVICE AND NITROGEN/FLUIDS PUMPING SERVICE	YES	A	A
SS05BB11	DRILLING&COMPLETION FLUIDS SERVICE (PRODUCT, EQUIPM. RENTAL)	YES	B	A
SS05BB12	DRILLING (VERTICAL & DEVIATED) - MWD LWD SERVICE	YES	A	A
SS05BB19	LINER HANGER (SERVICES, EQUIPMENT AND PRODUCTS)	YES	A	A
SS05BB29	TUBULAR RUNNING (SERVICES AND EQUIPMENT)	YES	B	A
SS05BB33	SURFACE WELL TESTING	YES	A	A
SS06AC01	CIVIL WORKS MAINTENANCE (ONSHORE)	NO	B	A
SS06BA01	MAINTENANCE MACHINERY	YES	B	A
SS06BA02	MAINTENANCE MECHANICAL SYSTEMS AND EQUIPMENT	YES	B	A
SS06BB01	MAINTENANCE OF ELECTRO-INSTRUMENT SYSTEMS	YES	B	A
SS08AA03	RADIOCOMMUNICATION INFRASTRUCTURE AND SERVICES	NO	C	C
SS08AA04	TLC NETWORK SERVICES - NETWORK SERVICES	NO	C	C
SS12AA01	OPERATION AND MAINTENANCE SERVICES	NO	A	A

Above list is applicable for following Tender/Contract with economical value:

1. Above € 450,000 in case of Open Contracts (Blanket Orders)
2. Above € 150,000 in case of Closed Contracts (Purchase Orders)





Blanket Order No: 5000021671

Eni Pakistan Limited

5th Floor, The Forum, G-20, Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan
PABX : (92-21) 3587 9951
Fax : (92-21) 3583 8394-5

GENERAL INFORMATION			
Description:	Provision for the Maintenance of Cisco ISE, RSA and OP Manager Software, Licenses & Patch Management		
Contractor Name:	ARWEN TECH (PVT) LTD	SAP code:	458323
Contractor Address:	Street: 48-F/B, Block 6, P.E.C.H.S, Shahrah-e-Faisal Karachi - Pakistan		
Buyer Name:	Muhammad Ali Iqbal		
Contract Manager Unit:	ICT Manager (PNI)		
Start Date:	21-Mar-2022	End Date:	20-Mar-2025

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES



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**Object**

Subject: Provision for the Maintenance of Cisco ISE, RSA and OP Manager Software, Licenses, & Patch Management

FORM OF AGREEMENT

With reference to your offer dated 4th February 2022 and subsequent correspondence, all attached hereby as Appendix D, E, F, G relevant to the subject, **Eni Pakistan Limited** a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you, **Arwen Tech (Pvt) Ltd** a corporation existing under the laws of Pakistan and having its principal place of business at 48-F/B, Block 6, P.E.C.H.S, Shahrah-e-Faisal Karachi, Pakistan. (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the CONTRACT") covering the subject at the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

The following definitions when capitalized shall apply to this CONTRACT:

"APPLICABLE LAW" means any treaty, law, decree, order, regulation, decision or other document that has legal force according to the terms of any system of law, including, without limitation, local law, the laws of any other state or part thereof or international law, and which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this CONTRACT or any activity contemplated or carried out under this CONTRACT.

"COMPANY GROUP" means:

- a) COMPANY and its affiliates
- b) any parties to a joint venture agreement under which COMPANY is entering the CONTRACT;
- c) COMPANY's contractors (other than CONTRACTOR) and their sub-contractors; and
- d) the directors, officers, employees, consultants, advisors and agents of any legal entity listed in this definition other than CONTRACTOR,

"CONSEQUENTIAL LOSS" means any indirect, special or consequential losses and/or loss of production, loss of profit or anticipated profit, loss of revenue or anticipated revenue, business interruption, loss of use of facilities, loss of contract or other business opportunity, arising from or related to the performance of the CONTRACT.

"CONTRACTOR GROUP" means:

- a) CONTRACTOR and its affiliates;
- b) the participating companies in any joint venture with CONTRACTOR providing the SERVICE;
- c) SUBCONTRACTORS; and
- d) the directors, officers, employees, consultants, advisors and agents of any legal entity listed in this definition.

"CONTRACT PRICE" means the amounts of compensation to be paid by COMPANY for the performance of the SERVICE in accordance with the provisions of the CONTRACT.

"FORCE MAJEURE" means in respect of either PARTY, any event or occurrence whatsoever beyond the reasonable control of that PARTY, which delays, prevents or hinders that PARTY from performing any obligation imposed upon that PARTY under this CONTRACT, including inter alia, to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those limited to CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.



Blanket Order No: 5000021671

"GROSS NEGLIGENCE" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in reckless disregard of or wanton indifference to, harmful, avoidable and reasonably foreseeable consequences.

"INDEMNIFIED COSTS" means any and all losses, damages, liabilities, claims, demands, actions, proceedings, payments, costs, expenses (including with no limitation legal costs, tribunal experts' and investigative fees), fines, penalties and interest.

"PARTY" means either COMPANY or CONTRACTOR and the expression "PARTIES" shall be construed accordingly.

"SERVICE" means works, services, materials and all the activities to be provided by CONTRACTOR under the CONTRACT, as is more fully described therein.

"SUBCONTRACTOR" means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide such part of the SERVICE as detailed in the scope of work of the CONTRACT.

"TAXES" means any tax, national or local, levied or charged by any authority empowered to levy taxes, in relation to the performance of this CONTRACT including, but not limited to, profit tax, excess profit tax, withholding tax, income tax (whether in relation to physical or legal persons), value added tax, capital gains tax, any duty, including all customs duties and fees and all import and export taxes and duties, tariffs, transport tax, vehicle tax, sales tax or other ad valorem or consumption tax, stamp duty, equity or capital stock tax, foreign exchange tax, commission fee or duty, employee social security contributions or taxes, payroll and employment taxes, registration duties or taxes, environmental taxes or payments, any levy, fixed rental payment or any other rental or real estate tax including land lease payments, land tax and any land use compensation payment, impost, charge, fee or compulsory contribution, penalty, fine, or interest for late payment.

"THIRD PARTIES" means any person other than a member of CONTRACTOR GROUP or COMPANY GROUP.

"WILLFUL MISCONDUCT" means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in willful disregard for harmful, avoidable and reasonably foreseeable consequences.

- 1.1. Words importing the singular include the plural and vice versa where the context so requires.
- 1.2. References to Articles and Appendices are references to Articles and Appendices in this contract.
- 1.3. Unless specifically stated otherwise, all references to days shall mean calendar days.
- 1.4. For the purposes of this contract, the terms "CONTRACT" and "AGREEMENT" are synonyms, the terms "SUPPLIER" and "CONTRACTOR" are synonyms.

2. THE CONTRACT

The following documents (herein together called the "CONTRACT") constitute the entire agreement between the PARTIES with respect to the SERVICE and supersede all prior correspondence, negotiations, agreements or understandings, either written or oral, between the PARTIES:

- This Form of Agreement
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Appendix "E" - "HSE Guidelines"
- Appendix "F" - "OHMS Guidelines"
- Appendix "G" - "Security Guidelines"
- Call-Off Orders





In the event of any conflict between the above documents, precedence shall be established in the order listed.

3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1. This CONTRACT shall become effective on **21st March 2022** (the "EFFECTIVE DATE") and shall continue in full force and effect until **20th March 2025**, subject to termination in accordance with the terms of the CONTRACT.
- 3.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT in the CALL-OFF ORDER (the "COMMENCEMENT DATE") and shall thereafter proceed with the SERVICE with due expedition and without delay, for a period of 36 months in accordance with this CONTRACT.
- 3.3. CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT.
- 3.4. COMPANY may extend the CONTRACT for 12 additional months, under the same terms and conditions and rates as set forth herein, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

4. KICK OFF MEETING (If Applicable)

- 4.1. The PARTIES agree that a "Kick-off Meeting" will be held at a location and date designated by COMPANY between COMPANY and CONTRACTOR within Ten (10) days from the CONTRACT EFFECTIVE DATE, during which the PARTIES will clarify all operational/technical/quality related aspects relevant to the performance of the SERVICE.

5. SCOPE OF WORK

- 5.1. The PARTIES agree that in consideration for the payments to be made by COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete the provision of **Maintenance of Cisco ISE, RSA and OP Manager Software, Licenses, & Patch Management** as is more fully described in the Appendix "D" - "Scope of Work and Technical Specifications", in accordance with the provisions of the CONTRACT.
- 5.2. No minimum work commitment is guaranteed by COMPANY. The performance of any SERVICE under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR by a written Work Order, signed by COMPANY Representative which shall be the only document which formally authorizes CONTRACTOR to perform any one of the SERVICE. The Work Order shall specify the particulars of performance of the SERVICE and contain all the information needed by CONTRACTOR to identify the nature of the SERVICE, any commencement and completion dates, deliverables requested, as well as all reference documents and specifications for the performance of the SERVICE and shall state any additional HSE and Quality requirements to be met.

6. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

- 6.1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS arising out of or in connection with any breach by CONTRACTOR GROUP of APPLICABLE LAW.
- 6.2. CONTRACTOR shall, at its own cost, obtain in due time and maintain throughout the duration of this CONTRACT, all approvals, permits, authorizations, licenses and clearances required for the provision of the SERVICES and which are required by APPLICABLE LAW to be obtained by CONTRACTOR.



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7. PERFORMANCE

7.1. CONTRACTOR represents and warrants that:

- a. CONTRACTOR shall perform the SERVICE in full compliance with the CONTRACT, any APPLICABLE LAW and all relevant, current accepted international standards, in accordance with agreed methods and time schedule in a diligent, good and workmanlike manner without interruption to completion;
 - b. CONTRACTOR has the necessary corporate power and authority to enter into this CONTRACT and has received all necessary approvals to do so;
 - c. CONTRACTOR is solvent and no bankruptcy, insolvency or receivership proceedings have been commenced against it and it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such proceedings commencing;
 - d. CONTRACTOR shall maintain in safe custody records made in accordance with APPLICABLE LAW of all transactions connected with the CONTRACT for a sixty (60)-month after the final payment made by COMPANY, which such records shall be available for audit by COMPANY or its authorized representatives during such period.
- 7.2. CONTRACTOR shall notify COMPANY immediately it becomes aware of any delay, impending or actual stoppages of the SERVICE and shall provide, in an expeditious manner, details of how it shall overcome the delay. In such circumstance COMPANY in addition to the remedies provided by the CONTRACT shall have the right to terminate the CONTRACT for material breach in accordance with article "Termination".
- 7.3. CONTRACTOR shall not modify or alter any part of the SERVICE without prior COMPANY's written approval and COMPANY shall not be liable or responsible for any unauthorized modification or for any cost or payment thereof. COMPANY may, at its option, require that CONTRACTOR, at CONTRACTOR's sole expense, withdraw, undo or remove any unauthorized modification.

8. CONTRACTOR PERSONNEL

- 8.1. CONTRACTOR shall employ for the SERVICE only such personnel as are properly trained, qualified, suitably skilled and experienced to properly perform the tasks assigned to them in a timely and efficient manner and shall bear all cost and expenses whatsoever associated with the employment or contracting of such personnel. CONTRACTOR shall at all times be responsible for the actions or failures to act of such CONTRACTOR personnel. Where COMPANY concludes that any CONTRACTOR personnel does not possess the technical knowledge or skills necessary for the efficient provision of the SERVICE or that the behavior of any CONTRACTOR personnel is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take any corrective measures required by COMPANY including the removal and replacement of such CONTRACTOR personnel at no cost to COMPANY.

9. CONTRACT ASSIGNMENT

- 9.1. COMPANY may freely assign this CONTRACT (or any interest, right or obligation therein, including the assignment of credit) to any person.
- 9.2. CONTRACTOR may not assign this CONTRACT (or any interest, right or obligation therein, including the assignment of credit) without COMPANY's prior written consent.

10. HEALTH, SAFETY AND ENVIRONMENT

- 10.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP providing the SERVICE shall perform the SERVICE in full compliance with all Health, Safety





and Environment protection standards and regulations as required by APPLICABLE LAW and any HSE procedures in force at the Work Place. For the purpose of this Article, "Work Place" shall mean the place of performance of the SERVICE, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT is to be performed for COMPANY.

- 10.2. If such standards, regulations and procedures as per par. 1. of this Article do not adequately protect against hazard arising from the SERVICE, CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazard.
- 10.3. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR GROUP personnel or property connected with the SERVICE and the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.
- 10.4. Failure by CONTRACTOR to comply with requirements of this Article shall entitle COMPANY to:
 - a) terminate the CONTRACT for material breach;
 - b) discontinue, in whole or in part, the SERVICE charging CONTRACTOR with any extra costs to COMPANY resulting therefrom

11. DEFECT LIABILITY

- 11.1. Following receipt of any notice issued by COMPANY, at any time and from time to time during the period of this CONTRACT, CONTRACTOR shall promptly correct or reperform, at COMPANY's sole option and to COMPANY's satisfaction, the SERVICE or any deliverables deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR and without prejudice to any date for the provision of the SERVICE agreed under the CONTRACT.
- 11.2. If CONTRACTOR fails to meet its obligations pursuant to par. 1 of this Article within a reasonable time, then COMPANY may decide either:
 - a) to carry out, or engage others to carry out, the necessary work of correction, repair, replacement or reperformance at CONTRACTOR's expense provided that it does so in a reasonable manner and notifies CONTRACTOR of its intention so to do so. CONTRACTOR shall be liable to COMPANY for all costs and expenses reasonably incurred by COMPANY in connection with such correction, repair, replacement or reperformance and COMPANY may be deducted from the CONTRACT PRICE or recovered as a debt from CONTRACTOR at COMPANY's absolute and sole option, CONTRACTOR shall have no liability for any such correction, repair, replacement or reperformance except as provided in par. 2 a) of this Article; or
 - b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
 - c) to terminate this CONTRACT in accordance with Article "Termination".
- 11.3. Unless otherwise agreed in writing, the defect liability period (warranty period) shall be 12 months from the date in which the SERVICE or any correction, repair, replacement or reperformance was completed to COMPANY'S satisfaction.

12. TERMINATION

- 12.1. COMPANY may terminate the CONTRACT in writing with immediate effect in the event that CONTRACTOR is in breach of the CONTRACT, in which event, CONTRACTOR shall be entitled to no payments from COMPANY and COMPANY shall be entitled to recover from CONTRACTOR any costs and expenses it incurs in connection with such termination.





12.2. COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving Seven (7) calendar day's written notice to CONTRACTOR. In the event of termination under this par. 12.2. COMPANY shall, subject to any other provisions of the CONTRACT, pay CONTRACTOR for all SERVICE performed in accordance with the CONTRACT up to the time of termination.

12.3. COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR. Where COMPANY suspends performance under this par. 12.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

13. LIABILITIES

13.1. All exclusions and indemnities given under this Article "Liabilities" shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILLFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILLFUL MISCONDUCT or fraud.

13.2. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of or arising out of:

- a) injury, illness or death of any member of CONTRACTOR GROUP;
- b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP.

13.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:

- a) injury, illness or death of any member of COMPANY GROUP;
- b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.

13.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising from the defects in SERVICE.

13.5. Subject Article 13.4. (ii) COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.

13.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP



for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.

- 13.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defense of any action relating to such matter in which it may be named as a defendant.

14. INSURANCE

- 14.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT:

- a) an insurance, or another form of compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
- b) Third Party Liability Insurance (or Public Liability or General Liability) covering Contractor's liabilities arising out of the performance of the CONTRACT;
- c) if the Scope of Work expressly requires the use of any motor-vehicle, and for the time period for which this is required: motor liability insurance;
- d) all further insurances as required by APPLICABLE LAW.

- 14.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the price offer; insurance deductible shall be borne by CONTRACTOR.

- 14.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs c), d, above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).

- 14.4. The submission of certificates or any evidence shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of CONTRACTOR's insurance policies and shall not be construed as limiting or restricting in any manner whatsoever CONTRACTOR's liability."

15. LIQUIDATED DAMAGES

- 15.1. The PARTIES agree that if:

- a) CONTRACTOR fails to commence the SERVICE by the relevant COMMENCEMENT DATE; or
- b) CONTRACTOR fails to complete the SERVICE by the relevant COMPLETION DATE, then CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the percentages of CALL-OFF ORDER value:

Service Up Time 99.99%	-	00% No LD Apply
Service Up Time 99.90%	- 99.98%	05% of the Call-off Value
Service Up Time 99.50%	- 99.89%	10% of the Call-off Value
Service Up Time 99.00%	- 99.49%	13% of the Call-off Value
Service Up Time 98.00%	- 99.00%	15% of the Call-off Value

for each week of delay, or part thereof, calculated from the applicable contractual due date up to and including the actual date of commencement or completion as the case may be. COMPANY may, without prejudice to any other method of recovery, deduct the amount of any liquidated damages from any monies due, or which become due, to CONTRACTOR.

- 15.2. If the period of delay exceeds the period of 4 weeks COMPANY may terminate the CONTRACT for material breach.





16. TAXES

- 16.1. Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES, existing at the time of the CONTRACT award or during the term of the CONTRACT, that are assessed or levied on CONTRACTOR arising from or consequent to the CONTRACT and/or its performance by CONTRACTOR and shall, at its own expense, pay all such TAXES in accordance with APPLICABLE LAW and CONTRACTOR hereby agrees to be liable for and shall defend, indemnify and hold harmless COMPANY from and against any and all INDEMNIFIED COSTS arising out of or in connection with any assessment or levy made in respect of any of the aforesaid TAXES. CONTRACTOR agrees to require the same agreements from any of its SUBCONTRACTOR and to be liable for, and indemnify COMPANY from, any breach of such agreements by such SUBCONTRACTOR.
- 16.2. CONTRACTOR also agrees to comply with all applicable federal and provincial fiscal requirements under the Pakistan jurisdiction, including but not limited to filing of requisite monthly and annual fiscal tax returns wherever applicable, payment of all taxes and the making available to the fiscal authorities of all information and documentation called for thereby from time to time. If applicable pursuant to APPLICABLE LAW, CONTRACTOR agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the WORK hereunder.
- 16.3. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax withheld or deducted so that the CONTRACTOR is then able to seek to obtain credit against tax liabilities of the CONTRACTOR from any relevant taxing authority or government authority the amount so withheld or deducted in accordance with the APPLICABLE LAW. In respect of the above, the following provisions shall also apply:
- In the event that CONTRACTOR is eligible for any exemption due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY. If, however, the CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
 - In the event that CONTRACTOR is eligible for any reduced rate due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the relevant provision of law at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfill its obligations to justify such reduced rate and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
 - No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.
- 16.4. "Withholding Tax" for the purposes of this Article means any fee, tax, charge or deduction imposed by the fiscal authorities in the country of tax residence of COMPANY on any sum payable by COMPANY to the CONTRACTOR, as the case may be, for the fees payable under this Article.
- 16.5. All charges provided under this CONTRACT are exclusive of Federal and Provincial sales tax (Value Added Tax [VAT]) and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT. In case, the COMPANY is unable to claim/ recover any VAT charged by the CONTRACTOR in its invoices, then the company reserves the right to ask from the CONTRACTOR the evidence of declaration of such invoices in the CONTRACTOR's monthly submitted VAT return.





17. CALL-OFF ORDER PROCEDURE

17.1. On the basis that no minimum work commitment is guaranteed herein, the SERVICES to be performed shall be requested from time to time by COMPANY with a CALL-OFF ORDER signed by the authorized attorneys of both PARTIES.

17.2. COMPANY shall send to CONTRACTOR two originals of the CALL-OFF ORDER. As a minimum, and unless otherwise agreed between the PARTIES, the following information shall be provided in each CALL-OFF ORDER:

- CONTRACT number;
- CALL-OFF ORDER number;
- Description of the SERVICES required;
- Work/Service or Delivery location;
- Commencement date;
- Date of Completion;
- Name of the COMPANY's representative to whom the CONTRACTOR shall report as described herein.
- CALL-OFF ORDER amount
- Programs(s), time schedule(s) as well as any necessary instructions and directions in connection with the SERVICES.

17.3. CONTRACTOR shall sign the two (2) originals of the CALL-OFF ORDER and return both to COMPANY for countersignature. COMPANY shall sign and return one original to CONTRACTOR, retaining the other original for its records.

17.4. In the event that any of the information in a CALL-OFF ORDER requires to be changed for any reason, then either a CALL-OFF ORDER amendment or a new CALL-OFF ORDER shall be raised by COMPANY and issued to CONTRACTOR for signature process as described above.

17.5. Unless otherwise agreed between the PARTIES, in the event that CONTRACTOR provides SERVICES without the authority of a CALL-OFF ORDER as described above, then COMPANY reserves the right to refuse acceptance of those SERVICES by COMPANY, and COMPANY shall not be responsible for any costs arising from such a refusal.

18. CONTRACT PRICE

18.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the amounts set out in, and in the manner stipulated in the CONTRACT. The CONTRACT PRICE shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.

18.2. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the SERVICE in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

19. INVOICING

19.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable shall be clearly shown as a separate item.





19.2. The invoice shall include the following information:

- a) reference number and date of issue of this CONTRACT;
- b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;
- c) the code number allocated to CONTRACTOR as shown on this CONTRACT;
- d) serial number and date of issue of the invoice;
- e) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details of the service;
- f) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Number ("STRN") (where applicable);
- g) amount excluding and including VAT mentioning equivalent amounts in PKR;
- h) a copy of the relevant APPROVED acceptance/milestone payment certificate;
- i) method of transport used;
- j) Bank details of the CONTRACTOR;
- k) COMPANY's National Tax Number (NTN) and General Sales Tax Number (GST) which are as follows:
 - National Tax Number (NTN): 0823414-7
 - General Sales Tax Number (GST): 12-00-2711-011-91

19.3. The COMPANY may require a separate sales tax invoice from the CONTRACTOR exclusively in PKR containing all the particulars as prescribed under the APPLICABLE LAW.

19.4. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence as COMPANY may request to support charges contained therein and CONTRACTOR shall ensure that all such documents, records, lien waivers, receipts, APPROVED time sheets or other evidence shall truly reflect the facts about the activities, milestones and transactions to which they pertain and that COMPANY may rely upon these as being complete and accurate. In case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.

19.5. All invoices submitted by CONTRACTOR shall be accompanied by CONTRACTOR's evidence of the payment of and compliance under APPLICABLE LAW with insurances, salaries and social security contributions of its CONTRACTOR PERSONNEL. Such evidence can be provided by CONTRACTOR by means of certification issued by the relevant authorities in accordance with the APPLICABLE LAW or if not available under APPLICABLE LAW, by a declaration signed by CONTRACTOR in the same form as attached to this CONTRACT as Annex J declaring that in relation to the completed/applicable milestone, CONTRACTOR has complied with APPLICABLE LAW in relation to insurance, salaries, wages and social security contributions for its CONTRACTOR PERSONNEL. CONTRACTOR shall represent and warrant that such declaration shall truly reflect the facts to which they pertain, and that COMPANY may rely upon these as being complete and accurate. CONTRACTOR shall obtain equivalent certification and/or declaration from all SUBCONTRACTORS.

19.6. The PARTIES agree that Invoices shall not cover more than one CONTRACT and shall be sent to the following address:

- Attention: Accounts Payable (Enipak.accounts.payable@eni.com)
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)

Queries on status of invoice may be sent to:

- Attention: The Accounting Manager
- Fax No.: +92-21-5838493



**20. PAYMENT**

20.1. Subject to the written approval by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within 60 days of receipt, in the PKR to the CONTRACTOR's designated bank account, specified below, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country of the SERVICE performance or the country of incorporation or foreign branch registration. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.

Account Number	:	20311-714-421921
Bank Name	:	Habib Metropolitan Bank Limited
Account Number	:	Arwentech Private Limited
Swift Code	:	MPBLKKA001
IBAN Number	:	PK76MPBL0101027140421921
Address of Bank	:	Main Branch - I. I. Chundrigar Road, Karachi, Pakistan
Branch code no.	:	01

20.2. Any payment made by COMPANY hereunder, including the final billing under this CONTRACT, shall not prevent COMPANY from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, or constitute a waiver by COMPANY of any of its rights under this CONTRACT or APPLICABLE LAW. Without prejudice to the generality of the foregoing, COMPANY may recover any sums paid to CONTRACTOR by mistake of law or fact.

20.3. In case of update of bank details, Contractor will submit revised bank details to Finance (Accounts Payable) on their letterhead signed by contract signatory

20.4. Payment shall be made equivalent to PKR as per prevailing US\$ exchange rate as specified by State Bank of Pakistan at the time of invoice submission to COMPANY Finance department

21. FORCE MAJEURE

21.1. The PARTIES shall be relieved from liability under this CONTRACT to the extent that owing to FORCE MAJEURE they have failed to comply with their respective obligations under this CONTRACT. Each PARTY shall take such reasonable measures, and the PARTIES shall co-operate in good faith to take jointly such reasonable measures as are necessary to minimize the duration of the FORCE MAJEURE and the consequences thereof. Each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of FORCE MAJEURE.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. Any intellectual property rights that are made, discovered or developed by CONTRACTOR GROUP in the course of or by reason of the performance of the CONTRACT shall be the property of COMPANY and shall be considered confidential information of COMPANY. CONTRACTOR shall forthwith at the request and cost of COMPANY at any time take all steps and execute all documents necessary to enable COMPANY to hold title to such intellectual property rights and obtain the relevant protection therefore.

22.2. CONTRACTOR warrants that (I) the method and processes used by it to perform the CONTRACT and (ii) the SERVICE does not infringe any intellectual property rights of any person and CONTRACTOR shall be liable for and shall provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP from any and all liabilities, claims (including any liens and other encumbrances against property), judgements, losses, fines, penalties, expenses and any costs relating thereto (including but not limited to court costs and lawyers' fees) in respect of infringement of any such intellectual property rights.





23. CONFIDENTIALITY

- 23.1. All technical, financial and commercial information concerning this CONTRACT and exchanged, in writing or otherwise, by and between the PARTIES in performing any provision of this CONTRACT shall be deemed confidential by CONTRACTOR GROUP, and CONTRACTOR shall take all necessary and reasonable steps to prevent the disclosure of the received information to any other person.
- 23.2. CONTRACTOR's obligations under the present Article do not preclude disclosure of confidential information where CONTRACTOR can demonstrate by written evidence that:
- the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
 - CONTRACTOR already possessed that information at the time of receipt from COMPANY or has since received it from another person that is not subject to this duty of confidence, or
 - the confidential information is required by APPLICABLE LAW or this CONTRACT to be disclosed to a public authority or in a court of law or arbitral proceeding, provided that CONTRACTOR provides prior notice of such disclosure to COMPANY.
- 23.3. CONTRACTOR's obligations under paragraph 1 of this Article do not preclude a disclosure to the extent necessary and which is made strictly for the purpose of the performance by CONTRACTOR of its obligations under the CONTRACT and for no other purpose whatsoever to:
- its auditors,
 - its AFFILIATEs,
 - its directors, officers, employees, consultants, advisors, agents or SUBCONTRACTORS (the "PARTIES CONCERNED")
- provided that CONTRACTOR shall ensure that the recipient under points a. to c. above signs a confidentiality undertaking at least as stringent as provisions contained in this Article.
- 23.4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:
- publish any press release, announcement, advertisement or reference to the SERVICES or to this CONTRACT in any way (including the award of same), or
 - provide any information to any newspaper, trade journal, publication or radio or television broadcasting body, or the agents or reporters of such concerns on any matters related to the SERVICES or this CONTRACT
- without prior COMPANY approval. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.
- 23.5. The obligations of confidentiality under this Article "Confidentiality" shall continue in force for a period of five (5) years from the date of termination of the CONTRACT.
- 23.6. Moreover, CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED, to respect the rules of conduct for the protection of confidentiality of Inside Information (hereinafter "INSIDE INFORMATION"), as provided by the applicable legislation.
To this end, provided that (i) under this CONTRACT, CONTRACTOR could become aware of INSIDE INFORMATION - as defined by art. 7 of EU Regulation No. 596/2014 on market abuse (the "MAR") - transmitted in any form, regarding directly or indirectly COMPANY; (ii) if it becomes aware of such INSIDE INFORMATION, under the terms and conditions provided for by the above mentioned legislation , CONTRACTOR would be entered in the COMPANY "Insider List" (i.e.





Register of Persons with Access to INSIDE INFORMATION of COMPANY) and should establish its own Register for the aforementioned INSIDE INFORMATION, taking all reasonable measures to ensure that all persons listed in its own Register acknowledge, in writing, that they have been informed of the associated legal obligations and are aware of the applicable sanctions.

In particular, in relation to INSIDE INFORMATION, the CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED:

- a) to treat the INSIDE INFORMATION as strictly confidential, keep it secret and not disclose it or make it known to unauthorized persons, except for specific request to that effect by the competent authorities. In such case, CONTRACTOR shall inform the COMPANY and agree on the modalities of communication of INSIDE INFORMATION to the said authorities;
- b) to refrain- ensuring that the PARTIES CONCERNED will refrain too - from using the contents of INSIDE INFORMATION, from reproducing or taking extracts or summaries thereof, for purposes other than lawful and authorized ones relevant to the performance of this CONTRACT;
- c) to adopt all measures reasonably possible to ensure and protect, in whole and in part, in any form and in any case, the confidentiality of the INSIDE INFORMATION, in relation to anyone. In particular, CONTRACTOR undertakes to limit the disclosure of INSIDE INFORMATION within its own organization to those PARTIES CONCERNED whose roles justify their having knowledge of the INSIDE INFORMATION and only to extent necessary for the performance of this CONTRACT; also, CONTRACTOR:
 - declares that it has implemented appropriate tools in order to ensure the confidentiality of INSIDE INFORMATION;
 - undertakes to treat such INSIDE INFORMATION with a degree of confidentiality, diligence and caution that meet those required by the applicable legislation and its own regulations on the processing of its own confidential information and INSIDE INFORMATION. Should INSIDE INFORMATION be transmitted, in full or in part, to PARTIES CONCERNED, for lawful and authorized purposes, CONTRACTOR undertakes to inform them of the obligations arising out of this CONTRACT and obtain from them an analogous confidentiality undertaking, if no legal, statutory or contractual obligations of a similar nature exist;
- d) acknowledges that INSIDE INFORMATION must be managed in compliance with the obligations required by laws and by regulations, including the Italian Financial Conduct Authority (Consob) communications on the matter;
- e) acknowledges that the above commitments, arising from the legislation on market abuse, are binding until the INSIDE INFORMATION maintains its inside nature. However, CONTRACTOR and the PARTIES CONCERNED, as well as people belonging to its own organization, agree to keep confidential the INSIDE INFORMATION acquired during the performance of the CONTRACT.

24. GOVERNING LAW

24.1. All question arising out of or relating to the CONTRACT, including but not limited to its validity, interpretation, performance or breach shall be governed by the laws of the England and Wales.

25. DISPUTES RESOLUTION

25.1. COMPANY and CONTRACTOR shall use their best efforts to resolve any dispute or claim which may arise under the CONTRACT in an amicable manner. Failing an amicable settlement within a reasonable time, but not exceeding sixty (60) calendar days, any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The cost of such arbitration shall be borne as





determined by the arbitrator(s). Unless otherwise mutually agreed, arbitration hearings shall be held in London UK. The language of the arbitration shall be English. The award shall be final and binding on the PARTIES and may be enforced in any court or competent jurisdiction. The PARTIES shall treat all matters relating to the arbitration as confidential in accordance with Article "Confidentiality".

26. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY, CORPORATE SOCIAL RESPONSIBILITY AND HUMAN RIGHTS

Administrative and Anti-Corruption Liability – Standard version non CBP

26.1. CONTRACTOR represents and warrants that it has reviewed and understood: (a) the general standards of transparency of the sensitive activities related to the Model 231 pursuant to Legislative Decree 231/2001 and the Eni's Supplier Code of Conduct, adopted by the COMPANY; (b) the Anti-Corruption Management System Guideline of COMPANY. CONTRACTOR takes note that each of the documents under (a) to (b) above are available on the website: www.eni.com and undertakes to comply with the principles contained therein.

26.2. With reference to the activities covered by or related to the CONTRACT:

- a) CONTRACTOR undertakes to comply with, and shall cause its directors, officers, employees, and collaborators engaged by the CONTRACTOR in the execution of the CONTRACT (for such to be intended consultants, advisors, agents and equivalent figures – hereinafter the "Collaborators") to comply with, APPLICABLE LAWS including, without limitation, laws aimed at combating and punishing corruption such as the FCPA, the UK Bribery Act 2010, the Italian Legislative Decree no. 231 dated 8th June 2001 and Italian Anti-Mafia and any other applicable anti-corruption laws in force worldwide, as well as international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("Anti-Corruption Laws").
- b) CONTRACTOR represents and warrants that it has issued and implemented governance policies aimed at preventing its directors, officers, employees and its Collaborators from committing, or attempting to commit, any conduct sanctioned under Italian Legislative Decree 231 dated 8th June 2001, as well as any conduct in violation of the Anti-Corruption Laws, and undertakes to maintain and ensure the implementation of these policies for the entire duration of the CONTRACT.
- c) CONTRACTOR represents and warrants that it has no conflicts of interests and undertakes promptly to report to COMPANY if any such situation should arise during the performance of and in relation to the CONTRACT. For the purpose of this CONTRACT, conflict of interest means any situation referring to the CONTRACTOR that may interfere with the ability of COMPANY and its directors, officers, employees and Collaborators to make impartial decisions in the latter's interest.
- d) CONTRACTOR undertakes to:
 - I. accurately and transparently record in its accounting books any amount received or paid in relation to the CONTRACT;
 - II. not subject its people to working conditions, methods of surveillance or degrading housing situations in violation of APPLICABLE LAW. COMPANY reserves the right to carry out inspections and audits in the event that it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this sub letter b. To this end, CONTRACTOR agrees to provide COMPANY with all the information related to the performance of the CONTRACT in the manner to be agreed by the PARTIES.





III. promptly informs COMPANY of any information relating to pending investigations, proceedings, sanctions or decisions against CONTRACTOR and each direct owner of CONTRACTOR, each member of the Board of Directors, managing director, general director, or equivalent figure - even if not definitive - related to conduct contrary to the Anti-Corruption laws;

IV. promptly inform COMPANY of any request or demand for any undue payment of money or other advantage received by CONTRACTOR in relation to the CONTRACT.

26.3. The PARTIES hereby agree that any breach, even partial, by CONTRACTOR of the representations, warranties and/or undertakings in this Article, which may be reasonably expected to result in adverse consequences for COMPANY, constitutes a material breach of the CONTRACT and shall entitle COMPANY to terminate the CONTRACT with immediate effect.

26.4. In the event of any formal findings by any relevant authority, including judicial, obtained also from any media, evidencing any such breach, COMPANY shall have the right, pending the relevant verifications or findings, to suspend, in whole or in part, the performance of the CONTRACT. CONTRACTOR shall not be entitled to any payment during such period of suspension.

26.5. CONTRACTOR shall indemnify and hold harmless COMPANY from any INDEMNIFIED COSTS arising from or consequential to any breach by CONTRACTOR of the representations, warranties and undertakings in this Article.

26.6. CONTRACTOR warrants and undertakes that any SUBCONTRACTORS must comply with any and all obligations attributed to the CONTRACTOR in this Article, as if it was applicable directly to such SUBCONTRACTORS.

Corporate Social Responsibility and Human Rights

a. CONTRACTOR represents and warrants that it has reviewed and understood a) Eni's Statement on respect for human rights and b) Eni's Slavery and Human Trafficking Statement, available on the website www.eni.com, and that it operates in line with the principles contained therein.

b. CONTRACTOR represents and warrants that it complies with APPLICABLE LAW and international best practices and guidelines aimed at preventing and contrasting violations of human rights, including among others the a) United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for multinational enterprises, b) the ILO Declaration on fundamental principles and rights at work, c) the US Global Magnitsky Act and related executive orders and d) the Council Regulation (EU) 2020/1998 of 7 December 2020 concerning restrictive measures against serious human rights violations and abuses.

c. CONTRACTOR represents and warrants that it shall respect, and shall cause its directors, officers, employees, and Collaborators engaged by the CONTRACTOR in the execution of the CONTRACT to respect, human rights and shall make its best effort to avoid violating or contributing to violating human rights.

28. MISCELLANEOUS

28.1. Independent Contractor. CONTRACTOR shall be an independent CONTRACTOR with respect to the performance of the SERVICE with exclusive control over its equipment, materials and personnel and neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of COMPANY in the performance of any work or service hereunder. COMPANY shall have no direction or control of CONTRACTOR, CONTRACTOR personnel or SUBCONTRACTORS. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its authorized representatives shall





have full and complete access to the operations to determine whether the SERVICE is being performed by CONTRACTOR in accordance with all provisions of the CONTRACT. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby COMPANY and CONTRACTOR would be jointly liable as partners or co-ventures.

28.2. Entire agreement. This CONTRACT constitutes the entire agreement between the PARTIES in respect of the subject matter and supersedes all prior correspondence, negotiations, understandings, discussions and agreements, either written or oral, between the PARTIES with respect to its subject matter. This CONTRACT may not be altered, amended or modified except where agreed by the PARTIES in the form of a supplemental written agreement signed by both PARTIES. It is agreed and understood that any alteration, amendment or modification of the CONTRACT contained in e-mail exchanges or correspondence between the PARTIES shall not be effective unless and until reduced in the form of such a supplemental written agreement signed by both PARTIES.

28.3. Third Parties. Except as otherwise specifically set forth in this CONTRACT: (a) nothing expressed or referred to in this CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this CONTRACT or any provision of this CONTRACT, and (b) this CONTRACT and all of its provisions are for the sole and exclusive benefit of the PARTIES. No person or legal entity other than the PARTIES shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CONTRACT.

29. NOTICES

The addresses for notices, other than invoices, to be sent to each PARTY are as follows:

COMPANY:

- Attention: Taha Lateef (ICT Manager)
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)
- Tel. No.: 92-21-35879951 – EXT: 2643
- Fax No.: 92-21-35838394-5
- and copy to: Salman Siddiqui
Networking, Service Desk, TLC Infrastructure Team Leader

CONTRACTOR:

- Attention: Mr. Mohsin Ghani - Corporate Sales Account Manager
- Address: 48-F/B Block 6, PECHS Shahrah-e-Faisal, Karachi-75400 - Pakistan
- Tel. No.: 92-21 111-373-737 Ext 5022
- Fax No.: 92-21-34558322

30. REPRESENTATIVES OF THE PARTIES

COMPANY hereby appoints as its Representative:

i. COMPANY REPRESENTATIVE:

Taha Lateef (ICT Manager)
Email: Taha.lateef@eni.com
Telephone: 92-21-35879951 – EXT: 2643

ii. CONTRACT ADMINISTRATOR:

Salman Siddiqui (Team Leader)
Email: Salman.Siddiqui@eni.com
Telephone: 92-21-35879951 – EXT: 2625





Blanket Order No: 5000021671

iii. CONTRACTOR hereby appoints as its Representative:

CONTRACTOR REPRESENTATIVE:
Mohsin Ghani (Account Manager)
Email: mohsin.ghani@arwentech.com
M: +92 321 2888979

IN WITNESS whereof:

The PARTIES have signed this FORM OF AGREEMENT on the dates stated below.

For and behalf of COMPANY

A handwritten signature in blue ink, appearing to read "Paolo Giraudi".

Signature
Name

A handwritten signature in blue ink, appearing to read "Paolo Giraudi".

Signature
Name

Title

PAOLO GIRAUDI
MANAGING DIRECTOR

Title

Date

02 - Mar - 2022

Date

A handwritten signature in blue ink, appearing to read "Mohsin Ghani".

For and behalf of CONTRACTOR

A handwritten signature in blue ink, appearing to read "Mohsin Ghani".

A circular purple stamp with the text "ARWENTA TECH PRIVATE LIMITED" around the perimeter and "ESTD. * 2014" in the center. In the center of the circle is a stylized logo.

Mohsin Ghani
Corporate Sales Account Manager

02 . 03 . 2022

A handwritten mark consisting of a stylized letter "M" with a checkmark to its right.

**APPENDIX A Compensation Scheme and Method of Application****1. GENERAL**

- 1.1. For the due and proper performance and the full completion of the SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. All prices and rates included herein have therefore been prepared by CONTRACTOR with due recognition of the fact that CONTRACTOR shall be responsible for the SERVICES in accordance with the terms and conditions set forth in the CONTRACT, with the sole exclusion of those items which may be explicitly designated within the CONTRACT that are the responsibility of COMPANY. For sake of clarity, this means that COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A are in USD and all payments under this CONTRACT shall be made in PKR.
- 1.4. All prices and rates set forth within this Appendix A shall remain fixed and unchangeable for the whole duration of the CONTRACT and shall be subject neither to any adjustment nor to any escalation and currency fluctuation, unless stated specifically otherwise herein.
- 1.5. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.

2. ALL INCLUSIVE RATES

Without prejudice to the detailed terms included hereinafter, the rates detailed within this Appendix A shall include, but not necessarily be limited to, the following:

- All costs associated with the provision of management to supervise, plan, schedule, progress and control the SERVICES.
- All labor associated costs, including but not limited to salaries, wages, allowances, bonuses, social charges, fringe benefits, overtime premiums, weekend/holiday/sick leave and other non-available time, shift work, site safety clothing and other personal safety equipment.
- All costs associated with provision, delivery, marking, tagging, testing, certification, calibration (as appropriate), preservation/maintenance/repair/replacement of CONTRACTOR materials and equipment; all costs associated with the equipment amortization, as applicable, shall also be included.
- All costs associated with the issuance, review/revision, handling and delivery of all documentation required for the due and proper execution and full completion of the CONTRACT.
- All costs associated with the provision of all necessary permits and licenses, as well as to keep all of them up to date and valid along the duration of the CONTRACT.
- All costs associated with the required insurance coverage, including medical insurance for CONTRACTOR Personnel.
- All taxes, fees, licenses, permits, charges and contributions raised by law and/or exacted, levied, or assessed on CONTRACTOR by any governmental authority incidental to the performance of the SERVICES and/or furnishing of equipment and/or materials by CONTRACTOR under the CONTRACT, excluding Value Added Tax ("VAT"), if applicable. VAT, if applicable, shall be mentioned separately. No additional amount will be paid to CONTRACTOR for or on account of CONTRACTOR's payments of or liability for any such taxes, fees, licenses and charges. With reference to Article "Taxes" of the General Terms and Conditions of the CONTRACT, COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.
- All financial charges on capital employed.
- All costs for full compliance with APPLICABLE LAW.





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- All costs for obtaining passports, visas, work permits, and permits to travel, as applicable.
- All costs for full compliance with COMPANY's HSE requirements as per relevant Appendix E of the CONTRACT.
- CONTRACTOR's overheads, commercial commissions and profit.
- Any other costs arising directly or indirectly for the provision of the SERVICES.

3. COMPENSATION SCHEME

The compensation scheme is as follows:

Sr. No.	Description	Unit	Cost for Year-1 (USD)	Cost for Year-2 (USD)	Cost for Year-3 (USD)
1	Cisco ISE	Yearly	4,328/-	4,747/-	5,103/-
2	RSA	Yearly	7,893/-	8,169/-	8,455/-
3	OP Manager	Yearly	7,945/-	7,945/-	7,945/-

4. NOTE

- All prices shall remain fixed for each duration of Contract.
- Payment Terms & Conditions: Net 60 Days from original payment Invoice Receipt date to COMPANY's Finance Department.
- Payment shall be made equivalent to PKR as per prevailing US\$ exchange rate as specified by State Bank of Pakistan at the time of invoice submission to COMPANY Finance department
- Lead time of support service & replacement of spare parts: Same Day within 4 hours.

Appendix D Scope of Work and Technical Specifications

Refer to the attached Scope of Work and Technical Specifications.

Appendix E HSE Guidelines

Refer to the attached HSE Guidelines

Appendix F OHMS Guidelines

Refer to the attached OHMS Guidelines

Appendix G Security Guidelines

Refer to the attached Security Guidelines

Company Policies and Manuals

1. "eni Code of Ethics"
2. "Model 231"
3. "MSG Anti-Corruption"
4. "eni Guidelines for the Protection and Promotion of Human Rights".

The documents from point 1 to 4 are retrievable at the following websites:
<https://ePROCUREMENT.eni.it> section Suppliers>Tender>Company Policies & Models).

