

**Annex B - List of handover documents****CONTRACT HANDOVER FORM (Contract Revision)****FROM: PROCUREMENT (PCP)****TO: ICT Department****CC:****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) \_\_\_\_\_  
 PCP 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 (specify if its revision)	5000030026
Scope of Work	Cyber Security Solution
Contractor Name (in full)	Jaffer Business System
Contractor Representative Contact details	Rizwan Hussain-Business Development Manager 33-A, Citi Tower, PECHS-6, Shahrah-e-Faisal, Karachi Cont. 111-527-527 Email-rizwan.hussain@jbs.live
Contract Value	<b>US\$ 150,374</b>
Start Date	1 <sup>st</sup> April 2023
End Date	31-Mar-2026
Options if any	Yes, Specify Period as well (one year extension Provision) 3 years +1
Notice for options if any	
Type (Blanked, P.O., S.A.)	Blanked Order (with no minimum work commitment)
Insurance Policies required. <i>(Provide the list of applicable insurances and coverages required)</i>	<p>As per Art 17. Of the contract,</p> <ul style="list-style-type: none"> <li>a) CONTRACTOR shall place and maintain required insurance as per APPLICABLE LAW throughout the term of the CONTRACT;</li> <li>b) 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.</li> <li>c) if the scope of work expressly required the use of any motor-vehicle, and for the period for which this is required: motor liability insurance;</li> <li>d) all further insurances as required by APPLICATION LAW</li> </ul>
Compensation Scheme <i>(explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)</i>	Per year basis refer to Appendix A offer contract
SAP structure (line items) <i>Itemized Y/N, availability of open line Y/N</i>	No

Handover Form – CONTRACT N° 5000030026

EPK\_Template\_01\_Contract Handover form-Rev 7 (6/21)



Payment Terms	60 days from receipt of invoice
Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	N/A.
HSE Requirements	N/A
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	"D"
<b>Subcontracting</b>  <u>Note for User:</u> Cascade subcontracting, and total subcontracting not allowed	N/a
<b>Delivery Terms</b>	As per each Call off requirement
<b>Location</b>	Contractor's Designated Location

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	Yes	
Letter of Amendment no. 01	NO	
General Conditions	Yes	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	Yes	
Appendix "C" Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	NO	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	Yes	
Appendix "E" - "HSE-CR Guidelines (where applicable)	NO	
Appendix "F" Security Guidelines (where applicable)	Yes	
Appendix "L" - Logistics Guidelines (where applicable)	N/A	
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	NO	
Call off Order specimen	No	
Appendix "B"-Price Schedule/Price List" (where applicable)	NO	

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Any Other Documents	NO	
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The following contract information and documents are handed over from Procurement Dept. to Contract Holder on 17/04/2023

PRO representative	
Buyer's Name & Signature	<b>Furqanullah Khan</b>
Team Leader's Name & Signature	<b>Khaliq-ur-Rehman</b>
C&P Manager's Name & Signature	<b>Alim-ur-Rehman</b>
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: 27/4/23

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
- Respect for Human Rights, as per Human Rights criticality defined in commodity code.

**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.
3. Above € 150,000 in case of Closed Contracts (Purchase Orders)





Contract-5000030026

**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			
<b>Description:</b>	<b>Cyber Security Solution – Managed XDR Services</b>		
<b>Contractor Name:</b>	Jaffer Business Systems (Private) Limited	<b>SAP Code:</b>	213816
<b>Contractor Address:</b>	33-A, Citi Tower, PECHS-6, Shara-e-Faisal, Karachi-75400.		
<b>Buyer Name:</b>	Furqan Khan		
<b>Contract Manager Unit:</b>	ICT Manager (PNI)		
<b>Start Date</b>	01-04-2023	<b>End Date</b>	31-03-2026

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**ORDER INCLUDES ALL OF THE FOLLOWING PAGES**



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A handwritten signature in blue ink.

A handwritten signature in blue ink.

**SUBJECT: Cyber Security Solution – Managed XDR Services**

With reference to your tender dated 16<sup>th</sup> March 2023 we, **Eni Pakistan Limited**, hereby award you, **Jaffer Business Systems (Private) Limited**, the subject agreement (hereinafter referred to as "the CONTRACT") on the following terms and conditions.

The CONTRACT is made by and between: the following PARTIES designated as "COMPANY" and "CONTRACTOR":

**COMPANY:**

**Eni Pakistan Limited**, a corporation existing under the laws of England and having its principal place of business at the following address:

**Address:**

5<sup>th</sup> Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan.

and

**CONTRACTOR:**

Jaffer Business Systems, a corporation existing under the laws of Pakistan and having its principal place of business at the following address:

**Address:**

33-A, Citi Tower, PECHS-6, Shara-e-Faisal, Karachi-75400

The CONTRACT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and shall supersede and cancel all prior agreements or understandings, whether oral or written.

**1. DEFINITIONS AND INTERPRETATION**

In this FORM OF AGREEMENT, words and expressions shall have the same meanings as are assigned to them herein and in the General Conditions.

**2. SCOPE OF WORK**

- 2.1. The PARTIES agree that in consideration for the payments to be made by the COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete the Provision of Cyber Security Solution – Managed XDR Services, as is more fully described in the **Appendix "D"** of the Services CONTRACT (the "**Scope of Work and Technical Specifications**") in accordance with the provisions of the CONTRACT.
- 2.2. On the basis that no minimum work commitment is guaranteed herein under, the SERVICES to be performed shall be requested from time to time by COMPANY's REPRESENTATIVE with a **CALL-OFF ORDER** issued by COMPANY in accordance with the Article "**CALL-OFF ORDER**" of the General Conditions.

**3. CONTRACT DOCUMENTS AND PRIORITY**

The following documents shall constitute the CONTRACT DOCUMENTS AND PRIORITY:

- This FORM OF AGREEMENT
- Appendix "A" - "Compensation and Method of Application"
- General Terms and Conditions
- Appendix "D" - "Scope of Work and Technical Specification"
- CALL-OFF ORDER
- Eni's "Supplier Code of Conduct"



- Eni's "Anti-Corruption Management System Guideline"
- Eni's Statement on Respect for Human Rights
- Eni's Model 231 pursuant to Legislative Decree 231/2001

The last 4 documents are available at <http://www.eni.com>. In the event of any conflict between the above documents, precedence shall be established in the order listed.

#### **4. CONTRACT DURATION AND TERMINATION**

- 4.1. This CONTRACT shall become effective on 1<sup>st</sup> April 2023 (the "**EFFECTIVE DATE**") and shall continue in full force and effect for a period of 36 months, subject to termination in accordance with the terms of the CONTRACT.
- 4.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT, on the date(s) set out in the CALL-OFF ORDER(S) (the "**COMMENCEMENT DATE**") and shall thereafter proceed with the SERVICE with due expedition and without delay, for the duration of this CONTRACT and in accordance with the provisions this CONTRACT.
- 4.3. 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.
- 4.4. COMPANY may extend the CONTRACT for 12 additional months, under the same terms and conditions as set forth in the CONTRACT, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

#### **5. KICK OFF MEETING**

- 5.1. 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 EFFECTIVE DATE, during which the PARTIES will clarify all operational/technical/quality related aspects relevant to the performance of the SERVICE.

#### **6. KNOWLEDGE OF AREA OF OPERATIONS**

- 6.1. With reference to Article "Knowledge of area of operations" of the General Conditions, the PARTIES agree that the AREA OF OPERATIONS shall mainly be in Karachi Office and Bhit Gas Plant and any other COMPANY's operated locations in Pakistan.

#### **7. SUBCONTRACTING (Not Applicable)**

#### **8. CALL-OFF ORDER PROCEDURE**

- 8.1. With reference to Article "CALL-OFF ORDER" of the General Conditions and 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.
- 8.2. 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;
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.

## 9. ACCEPTANCE OF THE SERVICE

- 9.1. CONTRACTOR shall give COMPANY written notice of the completion of the SERVICES. Within fifteen (15) days of receiving such notice COMPANY shall notify CONTRACTOR of the acceptance of the SERVICES or the reasons for not accepting the SERVICES. The acceptance of the SERVICES or part thereof by COMPANY shall not be construed as COMPANY's agreement that the SERVICES or part thereof conforms to the requirements of the CONTRACT nor shall it represent or be construed as representing COMPANY's waiver of any warranty or guarantee or acceptance of any patent or latent defect in the SERVICES.
- 9.2. Until COMPANY has accepted the SERVICES, in the manner mentioned in par. 1 above, the SERVICES shall not be considered as accepted, either in whole or in part.

## 10. SERVICE ENTRY

- 10.1. Save as otherwise stated in the CONTRACT, CONTRACTOR shall, at the end of each job or month, whichever comes first, submit to COMPANY a Service entry, in the form and number requested by COMPANY, covering the SERVICES performed in the month concerned by CONTRACTOR.
- 10.2. The Service entry shall quote:
- number and date of the Service entry and, in where applicable number and date of COFF;
  - reference number and date of issue of the CONTRACT;
  - code number allocated to CONTRACTOR as shown on the CONTRACT;
  - items billable as listed, numbered and described in the CONTRACT.
- 10.3. COMPANY shall check the Service entry and, if found in order, shall use best endeavors to promptly return it approved to CONTRACTOR. Such acceptance shall be treated as technical acceptance of the SERVICES.

## 11. INVOICING

- 11.1. Save as otherwise stated in the CONTRACT, CONTRACTOR shall submit a Pro-forma invoice along with all requisite supporting documents, including COMPANY's approved Service entry(s).
- 11.2. The original signed Pro-forma Invoice(s) containing the Service entry(s) and the Service Entry Sheet(s) (SES), duly certified by COMPANY's REPRESENTATIVE shall be returned to CONTRACTOR to serve as supporting documentation for invoicing purposes, within 30 days from the date of submission of the Pro-forma Invoice to the COMPANY.
- 11.3. After receipt of the above stated approvals for Service entry(s), Pro-forma Invoice(s) and other supporting documents from the COMPANY, CONTRACTOR will submit the valid and Final Invoice to the COMPANY's Finance department (attention: Accounts Payable).



- 11.4. In the event that COMPANY disputes a Pro-forma Invoice or a Final Invoice or part thereof, it may withhold processing/payment of that part and process/pay the non-disputed amounts. COMPANY shall notify the CONTRACTOR in writing of its reasons of dispute within 30 days from receiving the Pro-forma/Final Invoice. Alternatively, the COMPANY may also opt to decide to reject the Pro-Forma or Final Invoice after stating the reasons of rejection and instruct the CONTRACTOR to re-submit the Pro-forma or Final Invoice after making necessary corrections. Where CONTRACTOR disagrees with the disputed specification, he shall so notify the COMPANY within 30 days upon receipt of the same notification from the COMPANY. Upon resolution of a disputed Invoice, COMPANY shall pay the agreed amount within sixty (60) Days from the date of resolution of the dispute.
- 11.5. If on the completion of 30 days from date the COMPANY received a Pro-forma or a Final Invoice and no query is raised by the COMPANY, the invoice will be deemed acceptable and be sent forward for further processing/payment and in case of discrepancy is found later, amounts will be adjusted accordingly by means of credit note.
- 11.6. 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 L 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.
- 11.7. The PARTIES agree that Invoices shall not cover more than one CALL-OFF ORDER and shall be sent to the following address:

- Attention: Accounts Payable ([accounts.payable@prime-pakistan.com](mailto:accounts.payable@prime-pakistan.com))
- Address: Eni Pakistan Limited  
5<sup>th</sup> 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.: +92-21-35838493

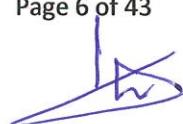
## 12. PAYMENT

With reference to Article "Payment" of the General Conditions, the PARTIES agree that the payments terms are within sixty (60) days of receipt of CONTRACTOR's invoice(s) to the COMPANY's Finance Department.

Any commercial invoice denominated in USD will be sent to the COMPANY supported by a Sales Tax invoice denominated in equivalent Pakistani Rupees (PKR).

COMPANY will pay the invoices in PKR to the bank account opened in the name of the CONTRACTOR with details specified hereinafter:

- Bank Name: Habib Metropolitan Bank
- Bank Address: Corporate Banking Unit, 2<sup>nd</sup> Floor HBZ Plaza, I.I. Chundrigar Road  
Karachi
- Account Title: Jaffer Business Systems (Pvt) Ltd
- Account Number: 6-1-1-20311-714-490805





- SWIFT Code: MPBL PKKA 001
- IBAN Number: PK86 MPBL 0101 0271 4049 0805

In those cases, when the CONTRACTOR has to remit the payments in USD to their Partners, the CONTRACTOR has to submit a Credit / Debit Note to the COMPANY for the PKR profit / loss incurred against the PKR paid by the COMPANY, as invoiced to the COMPANY to be remitted to its Partners.

CONTRACTOR shall deliver such Credit / Debit Note to the COMPANY Finance Department not later than 10 working days from the payment as received from the COMPANY, demonstrating the remittance/payment and the profit / loss realized and that shall be supported by all necessary documentary evidences including but not limited to Bank Exchange Rate on the transaction date, verification by CONTRACTOR on CONTRACTOR's Letterhead that remittance is made against the invoice issued to the COMPANY.

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

### **13. TAXES**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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:

- (i) 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.
- (ii) 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.

- (iii) 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.
- 13.4. "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.
- 13.5. 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.

#### **14. REPRESENTATION AND WARRANTIES**

- 14.1. With reference to Article "Representation and warranties" of the General Conditions, the PARTIES agree as follows:
- 14.2. Employees of CONTRACTOR, Venders, SUB-CONTRACTORS, authorized visitors and all others required by CONTRACTOR to enter COMPANY's property must first obtain COMPANY REPRESENTATIVE's approval and then shall comply with all regulations and requirements of the COMPANY REPRESENTATIVE and/or COMPANY.
- 14.3. Contractor shall not engage personnel of other contractors working on site without prior approval and shall request a similar commitment from any Sub-Contractors and/or Suppliers.

#### **15. LIMITATION ON LIABILITY**

- 15.1. CONTRACTOR's maximum aggregate liability pursuant to this CONTRACT whether arising from tort, breach of contract or any other cause of action shall be one hundred percent (100%) of the CONTRACT PRICE.
- 15.2. Notwithstanding provisions of the par.1 above, none of the following shall be considered in determining whether CONTRACTOR's aggregate liability has been reached:
- a) correction or re-performance of any SERVICES free of charge to COMPANY and/or at CONTRACTOR's expense in accordance with this CONTRACT;
  - b) CONTRACTOR's indemnification obligations under Articles "Administrative and Anti-corruption Liability", "Contractor Personnel", "Compliance with law, permits and authorisations", "Intellectual Property", "Taxes", "Customs Duties and fees", "Liabilities and Indemnities", "Insurance", "Defects Liability" of the General Conditions;
  - c) Liabilities with respect to loss or damage arising out of or connected with CONTRACTOR GROUP's fraud, GROSS NEGLIGENCE, WILFUL MISCONDUCT;
  - d) Insurance proceeds in respect of a claim under the CONTRACT;
  - e) CONTRACTOR's own costs and overheads in connection with the SERVICES;





- f) Costs incurred by CONTRACTOR as a result of a dispute under this CONTRACT, including those in relation to legal, expert and other consultancy fees and arbitration expenses; or
- g) any liquidated damages paid or payable by CONTRACTOR under this CONTRACT.

15.3. For purposes of clarity, par. 15.2 above shall act solely as a limit on CONTRACTOR's liability to COMPANY under this CONTRACT and not as an indemnity or guarantee of reimbursement by COMPANY to CONTRACTOR of any kind or nature.

## 16. LIABILITIES AND INDEMNITIES

16.1. 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; and/or
- (b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP; and/or
- (c) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, and/or protection and/or preservation of any member of CONTRACTOR GROUP, in accordance with the CONTRACT
- (d) injury, illness or death of any member of COMPANY GROUP caused by CONTRACTOR GROUP.

16.2. 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) Subject to paragraph 1(d) of this Article, injury, illness or death of any member of COMPANY GROUP; and/or
- (b) subject to paragraphs 1 (c) of this Article, loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.

## 17. INSURANCE

17.1. CONTRACTOR shall place and maintain required insurance as per APPLICABLE LAW 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) a 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.

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

17.3. 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

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by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).

- 17.4. 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."

## 18. LIQUIDATED DAMAGES (Not Applicable)

## 19. CORPORATE SOCIAL RESPONSIBILITY AND HUMAN RIGHTS

- 19.1. With reference to the par 3 of the Article "Administrative and anti-corruption liability, Corporate Social Responsibility and Human Rights" of the General Conditions the PARTIES agree as follows:

- a) CONTRACTOR undertakes to promptly inform COMPANY about any suspected or actual human rights violations of which it becomes aware related to this CONTRACT. COMPANY reserves the right to carry out inspections and audits in the event it becomes aware of circumstantial information that reasonably infers the violation of human rights.
- b) CONTRACTOR warrants and undertakes that any SUBCONTRACTORS must comply with any and all obligations attributed to the CONTRACTOR in the par. 3 of the Article "Administrative and anti-corruption liability, Corporate Social Responsibility and Human Rights", as if it was applicable directly to such SUBCONTRACTORS.

## 20. NOTICES

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

COMPANY:

- Attention: Salman Siddiqui, ICT Manager
- Address: Eni Pakistan Limited  
5th Floor, The Forum, G-20, Block 9  
Khayaban-e-Jami, Clifton  
Karachi-75600 (Pakistan)

CONTRACTOR:

- Attention: Rizwan Hussain, Business Development Manager
- Address: 33-A, Citi Tower, PECHS-6, Shara-e-Faisal, Karachi-75400
- Tel. No.: +92 (21) 111-527-527

## 21. REPRESENTATIVES OF THE PARTIES

- 21.1. COMPANY hereby appoints as its Representative:

21.1.1. COMPANY REPRESENTATIVE: Salman Siddiqui, ICT Manager  
Email: [Salman.Siddiqui@prime-pakistan.com](mailto:Salman.Siddiqui@prime-pakistan.com)  
Telephone: 021-35879951

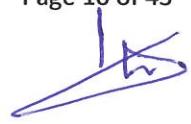
21.1.2. CONTRACT ADMINISTRATOR: Salman Siddiqui, ICT Manager  
Email: [Salman.Siddiqui@prime-pakistan.com](mailto:Salman.Siddiqui@prime-pakistan.com)  
Telephone: 021-35879951

- 21.2. CONTRACTOR hereby appoints as its Representative:

21.2.1. CONTRACTOR REPRESENTATIVE: Rizwan Hussain, Business Development Manager  
Email: [Rizwan.hussain@jbs.live](mailto:Rizwan.hussain@jbs.live)  
Telephone: +92 (21) 111-527-527

## 22. SURVIVORSHIP

Unless otherwise specifically stated elsewhere in the CONTRACT, those provisions of this CONTRACT which by their nature extend beyond completion of the SERVICES including, but not limited to, the provisions of Articles:





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- Compliance with Law, Permits and Authorizations
- Defects Liability
- Liabilities and Indemnities
- Liquidated Damages
- Administrative and anti-corruption liability
- Representation and Warranties
- Taxes
- Insurance
- Audit and records
- Confidentiality
- Dispute Resolution
- Governing Law
- Title
- Survivorship
- Intellectual Property Rights
- Limitation of Liability

shall survive any expiration, cancellation or termination of this CONTRACT, or completion of the execution of the SERVICES.

IN WITNESS whereof:

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

**For and on behalf of COMPANY**

Signature

Kamran A. Mian

Name

**Kamran A. Mian**  
Chief Executive Officer

Title

Date

31-MAR-2023

**For and on behalf of CONTRACTOR**

Signature

Rizwan Hussain

Name

BUSINESS DEVELOPMENT MANAGER

Title

31-MAR-2023

Date





## 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 shall be 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 labour 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.





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- All costs for full compliance with APPLICABLE LAW.
- 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 is as per the table below and the prices mentioned in USD are the Annual lumpsum costs.

Sr. No.	Item Description	Qty	SKU	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
<b>Cyber Security Solution</b>						
1	Trend Micro Cloud One-Workload Security with XDR	70	CXC2M29501E12	12,024	12,616	12,903
2	ApexOne (SaaS) with XDR	450	OSHSM01900412	12,054	12,647	12,934
3	Managed Detection & Response	520	MDEDE01901J12	12,327	12,933	13,227
4	Trend Micro Email XDR	501		7,379	7,742	7,918

### 4. NOTE

- All prices shall remain fixed for entire duration of the CONTRACT as mentioned in the Compensation Schedule.
- Payment shall be made in equivalent PKR based on exchange rate mentioned on invoice with exchange rate compensation as defined in the Article Payment.

**General Conditions**

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## GENERAL PROVISIONS

### 1. Definitions and interpretations

The following definitions when capitalized shall apply to this CONTRACT:

"AFFILIATE" means in relation to any legal entity, a legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, another legal entity. For the purpose of this definition a legal entity is:

a) directly controlled by another legal entity if such other legal entity legally or beneficially owns shares or any other form of ownership interest carrying more than fifty percent (50%) of the votes exercisable at a general meeting of the first mentioned legal entity or representing more than fifty percent (50%) of the capital of the first mentioned legal entity; and

b) indirectly controlled by a legal entity ("the parent legal entity") if a series of legal entities, beginning with the parent legal entity and ending with the first mentioned legal entity, are so related that each legal entity of the series, except the parent legal entity, is directly controlled by one or more of the legal entities earlier in the series.

"APPLICABLE LAW" means any treaty, law, decree, order, regulation, decision, statute, ordinance, rule, directive, code 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.

"APPROVAL" means a written notification by COMPANY to CONTRACTOR that a document, proposal or action is approved by COMPANY.

"APPROVE/APPROVED" means that COMPANY notifies/has notified CONTRACTOR by means of an APPROVAL that a document, proposal or action is approved by COMPANY.

"AREA OF OPERATIONS" means the location(s) or area(s) utilised in connection with the CONTRACT.

"BANK GUARANTEE" has the meaning specified in the Article "Financial security".

"CALL-OFF ORDER" means a COMPANY's written request to provide the SERVICES.

"COMPANY" means the legal entity designated as such in the FORM OF AGREEMENT.

"COMPANY GROUP" means:

- a. COMPANY and its AFFILIATES;
- b. PARTNERS;
- 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; but shall not include any member of CONTRACTOR GROUP.

"COMPANY REPRESENTATIVE" means the person appointed by COMPANY in accordance with Article

"Representatives of the parties".

"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.



"CONTRACT PRICE" means the full amount of any compensation to be paid by COMPANY to CONTRACTOR in accordance with this CONTRACT for all SERVICES provided hereunder.

"CONTRACT" means the FORM OF AGREEMENT and documents listed therein as forming the CONTRACT and any amendments, supplements and alterations thereto.

"CONTRACTOR" means the legal entity designated as such in the FORM OF AGREEMENT.

"CONTRACTOR GROUP" means:

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

but shall not include any member of COMPANY GROUP.

"CONTRACTOR PERSONNEL" means the personnel to be furnished by CONTRACTOR GROUP under the CONTRACT.

"CONTRACTOR REPRESENTATIVE" means the person appointed by CONTRACTOR in accordance with Article "Representatives of the parties".

"EFFECTIVE DATE" means the date stated in the FORM OF AGREEMENT on which this CONTRACT comes into force.

"FCPA" means the U.S. Foreign Corrupt Practices Act of 1977, as may be amended from time to time.

"FINAL DOCUMENTATION" means all documentation whatsoever, drawings and data on electronic, optical and magnetic media related to the provision of the SERVICES, including but not limited to as built drawings, certificates of inspecting and/or certifying entities, descriptive and operating manuals and instructions, maintenance and safety manuals and instructions (with the necessary information and data to start-up, operate and maintain the related equipment including spare parts and special tools identification), to be provided by CONTRACTOR in accordance with 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 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, lightning, Acts of God, 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 action or delays to take actions of any governmental authority.

"FORM OF AGREEMENT" means either: (i) a document executed by both COMPANY and CONTRACTOR, or (ii) a letter of award executed by COMPANY and a letter of acceptance of executed by CONTRACTOR, as the case may be, which is a part of this CONTRACT and with respect to which these terms and conditions form part.

"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.

"ICC RULES" means the rules of conciliation and arbitration of the International Chamber of Commerce.  
"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.





"INTELLECTUAL PROPERTY RIGHTS" means all intellectual property rights, including but not limited to those concerning inventions, patents, utility models, registered designs and models, trademarks, service marks, domain names, applications for any of the foregoing (and the rights to apply for any of the foregoing), proprietary information and/or technical know-how, copyright, authorship, whether patentable or not, and any similar rights.

"INTERNATIONAL GOOD OIL FIELD PRACTICE" means all those uses and practices that are at the time in question then generally accepted in the international petroleum industry as good, safe, economical and efficient in exploring for, developing, producing, processing and transporting petroleum, hydrocarbons and associated by-products.

"PARENT COMPANY GUARANTEE" means the parent COMPANY guarantee as set out in the Article "Financial security".

"PARTNERS" means an entity or entities with whom COMPANY is or may from time to time be a party to a joint operating or joint venture agreement, unitization agreement or any other relevant agreement relating to the PROJECT or operations in relation to which the SERVICES are being provided.

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

"PROJECT" means the project where COMPANY is involved as better specified in the FORM OF AGREEMENT.

"SERVICES" means all the activities to be rendered by CONTRACTOR pursuant to the CONTRACT.

"SUBCONTRACTOR" means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any such part of the SERVICES 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.

"TECHNICAL DOCUMENTATION" means all documents (whether written or electronic) including but not limited to drawings, designs and calculation data, process documents, technical indices, operation and maintenance manuals, electronically recorded and stored data including data files in native file format and any other documentation relating to the SERVICES to be provided by CONTRACTOR to COMPANY in accordance with this CONTRACT.

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

"VARIATION ORDER" means an order in writing issued by COMPANY to CONTRACTOR in accordance with Article "Variations".

"VAT" means value added tax as levied on payments from COMPANY to CONTRACTOR under this CONTRACT.



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

#### Interpretations

1. Words importing the singular include the plural and vice versa where the context so requires.
2. The headings in this CONTRACT are for convenience only and shall not be taken into consideration in the interpretation or construction of the CONTRACT.
3. References to Articles and Appendixes are references to Articles and Appendixes in this CONTRACT.
4. Unless specifically stated otherwise, all references to days shall mean calendar days.
5. Any reference to a code, law, statute, statutory provision, statutory instrument, order, regulation or other instrument of similar effect shall include any re-enactment or amendment thereof for the time being in force.
6. CONTRACTOR shall prepare all documents and shall conduct all communications with respect to this CONTRACT in the English language or other language defined in the FORM OF AGREEMENT.
7. For the purposes of this contract, the terms "CONTRACT" and "AGREEMENT" are synonyms, the terms "SUPPLIER" and "CONTRACTOR" are synonyms.

#### **2. Variations**

1. COMPANY shall have the right at any time during the term of this CONTRACT to require that CONTRACTOR makes any modifications in the SERVICES that COMPANY notifies.
2. CONTRACTOR may, at any time, submit to COMPANY a written proposal if it considers that an event is occurring (i) that may have a direct effect on the CONTRACT PRICE and/or any date specified in the CALL-OFF ORDER (ii) which (in the CONTRACTOR's opinion) will, if adopted, (a) accelerate completion, (b) reduce the cost to the COMPANY of executing, maintaining or operating the SERVICES, (c) improve the efficiency or value to the COMPANY of the completed SERVICES, or (d) otherwise be of benefit to the COMPANY.
3. CONTRACTOR shall promptly notify COMPANY of the direct effects on the CONTRACT PRICE and/or any date specified in the CALL-OFF ORDER, if any, of (i) the proposed modification pursuant to paragraph 1 of this Article, or (ii) the event or proposal pursuant to paragraph 2 of this Article. If COMPANY decides to proceed with such modifications and accepts such estimate of consequences, it shall issue to CONTRACTOR a VARIATION ORDER with a full description of the modifications and the consequent adjustments to CONTRACT PRICE and/or any date specified in the CALL-OFF ORDER, if any. CONTRACTOR shall sign and return such VARIATION ORDER to COMPANY as his acceptance of the requested variation and its terms. When signed, the VARIATION ORDER shall be deemed to take into account the full and final effects of the modifications referenced therein and CONTRACTOR hereby waives any and all claim that it may have in respect of any further consequences of the modification whether direct or indirect.
4. In any event, CONTRACTOR shall notify COMPANY of the event of proposal pursuant to paragraph 2 of this Article within ten (10) days and shall provide full details within thirty (30) days, failing which CONTRACTOR shall not be entitled to any amendment to the CONTRACT PRICE or any date specified in the CALL-OFF ORDER and hereby waives its right to request a variation under this CONTRACT in respect thereof.
5. COMPANY shall have the right, at any time, without additional consent from CONTRACTOR, to order the omission of any sections or parts of the SERVICES and arrange for such SERVICES to be executed by others. In such event, CONTRACTOR shall be entitled to the payment of that portion of the CONTRACT PRICE for the SERVICES omitted that it had performed up to the date of the variation but shall have no claim whatsoever against COMPANY for damages, loss of profit, opportunity or otherwise in respect of the omitted portion.





6. COMPANY shall have the right, without additional consent from CONTRACTOR, to (i) make final decisions on the interpretation of the terms with respect to which the SERVICES must be carried out and on matters where they may permit alternatives or are not specific, (ii) provide, designate or reject sources of services and materials that this CONTRACT requires CONTRACTOR to provide, and (iii) require CONTRACTOR to provide studies and/or cost estimates needed to ascertain the effects of proposed modifications. The expenses of such additional studies or work associated with the modifications to the SERVICES directed by COMPANY shall be included within the VARIATION ORDER.
7. During any period of notification or discussion of any modification, CONTRACTOR shall continue to carry out the SERVICES, unless otherwise notified by COMPANY.
8. No change to the CONTRACT PRICE or any date specified in the CALL-OFF ORDER shall be permitted on account of additional work required to remedy defects, to correct errors, acts or omissions attributable to CONTRACTOR or SERVICES not in accordance with the CONTRACT or to carry out tests in excess of those specified in the CONTRACT if such additional tests are necessary because of defects, errors, acts or omissions attributable to CONTRACTOR.
9. CONTRACTOR shall not modify or alter any part of the SERVICES without APPROVAL and COMPANY shall not be liable or responsible for any unauthorised 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 unauthorised modification.
10. The procedure concerning modifications in the SERVICES is set out in COMPANY's Contract Coordination Procedure/Variation Procedure attached.

**3. Administrative and anti-corruption liability, corporate social responsibility and human rights**

**Administrative and Anti-Corruption Liability – Standard version non CBP**

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](http://www.eni.com) and undertakes to comply with the principles contained therein.
2. With reference to the activities covered by or related to the CONTRACT:

2.1 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 Organisation 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").

2.2 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.



2.3 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.

2.4 CONTRACTOR undertakes to:

- a. accurately and transparently record in its accounting books any amount received or paid in relation to the CONTRACT;
  - b. 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.
  - c. promptly inform 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;
  - d. 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.
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.
  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.
  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.
  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.
  7. Corporate Social Responsibility and Human Rights
    - 7.1. 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](http://www.eni.com), and that it operates in line with the principles contained therein.
    - 7.2. 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.

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7.3. 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.

#### 4. Confidentiality

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.
2. CONTRACTOR's obligations under the present Article do not preclude disclosure of confidential information where CONTRACTOR can demonstrate by written evidence that:
  - a. the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
  - b. 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
  - c. 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.
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:
  - a. its auditors,
  - b. its AFFILIATES,
  - c. 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.
4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:
  - a. publish any press release, announcement, advertisement or reference to the SERVICES or to this CONTRACT in any way (including the award of same), or
  - b. 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 CONTRACTwithout 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.

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.
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.

## 5. Bankruptcy

1. If a petition in bankruptcy is filed by or against CONTRACTOR or a receiver is appointed for any part of CONTRACTOR's assets provided by CONTRACTOR pursuant to the CONTRACT or for a substantial part of any of CONTRACTOR's other assets or an assignment is made of any part of CONTRACTOR's assets for the benefit of its creditors, or process of Court or authority is levied or enforced upon or issued out against any substantial part of CONTRACTOR's assets and such process is not discharged within a reasonable time, or an action is taken under the laws of the country where CONTRACTOR is domiciled or any other event occurs which would materially impair CONTRACTOR's ability to fulfill its obligations hereunder, CONTRACTOR shall promptly notify COMPANY of such petition, receiver's appointment, assignment, process, action, or defined event, and COMPANY may at its option, terminate the CONTRACT in accordance with the paragraph "Termination for cause" of the Article "Contract duration and termination".

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2. In any case COMPANY may forthwith terminate the CONTRACT if CONTRACTOR fails to notify COMPANY as aforesaid.
3. If all or any part of the provision of the SERVICES is terminated, for reasons set forth in this Article "Bankruptcy", COMPANY shall pay CONTRACTOR in accordance with paragraph "Termination for Cause" of Article "Contract duration and termination"; said payment shall represent full and final payment for all SERVICES completed and for complete termination of the CONTRACT.

#### **6. Assignment of contract**

##### **1. Assignment by COMPANY**

COMPANY may freely assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) to any person.

##### **2. Assignment by CONTRACTOR**

CONTRACTOR may not assign this CONTRACT in part or in full (or any interest therein including the assignment of credit) without COMPANY's prior APPROVAL.

#### **7. Subcontracting**

1. Any SUBCONTRACTORS listed in the CONTRACT for the provision of specific parts of the SERVICES are deemed to be APPROVED for those parts of the activities shown against their name.
2. After the EFFECTIVE DATE, CONTRACTOR may request authorization to subcontract certain parts of the SERVICES and shall supply COMPANY with all information and documentation required by COMPANY in respect thereof.
3. CONTRACTOR shall not subcontract the whole of the SERVICES. CONTRACTOR shall not subcontract any part of the SERVICES without prior APPROVAL, and COMPANY reserves its right to refuse to approve, without justifying such refusal, and within its complete discretion. A "multi-tier" subcontracting is not allowed unless expressly APPROVED by COMPANY.
4. Notwithstanding COMPANY's APPROVAL, use of SUBCONTRACTORS by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and the CONTRACTOR shall be liable for all acts, work, omissions and defaults of any of its SUBCONTRACTORS, its directors, officers, employees, consultants, advisers and agents as fully as if they were the acts, works, omissions or defaults of the CONTRACTOR.
5. CONTRACTOR shall comply with and shall ensure its SUBCONTRACTORS comply with APPLICABLE LAW, including but not limited to that relating to social security, national insurance, remuneration provisions and the terms and conditions contained in the national and territorial collective labour agreements in force in the sector and in the area where the activities are performed.
6. CONTRACTOR shall coordinate all SUBCONTRACTORS working at COMPANY's site, in particular in relation to Health, Safety, Environment and Radiation Protection aspects.
7. CONTRACTOR shall ensure that its SUBCONTRACTORS comply with the provisions of Article "Administrative and anti-corruption liability" and that each SUBCONTRACTOR have viewed and acknowledged the documents referenced therein.
8. CONTRACTOR shall ensure that each of its SUBCONTRACTORS accepts that a failure by a SUBCONTRACTOR to comply with the requirements of this Article shall be considered a material breach of its contract with CONTRACTOR and grounds for termination thereof and COMPANY may: (i) terminate the CONTRACT for material breach, (ii) discontinue the provision of SERVICES performed by the SUBCONTRACTOR that failed to comply and/or (iii) instruct CONTRACTOR to terminate the subcontract and ensure that SUBCONTRACTOR ceases performance of the



activities and clears the site from persons and materials/equipment under its responsibility. In each case, charging CONTRACTOR with any extra direct costs resulting therefrom.

9. No subcontract shall bind or purport to bind COMPANY or any other member of COMPANY GROUP. Nevertheless, CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound to observe the provisions of this CONTRACT that would be applicable to such SUBCONTRACTOR as if it directly provided the SERVICES. CONTRACTOR shall ensure that any and all warranties and guarantees given by any SUBCONTRACTORS shall comply with the requirements prescribed herein.
10. CONTRACTOR shall ensure that the terms of any subcontract shall be equivalent to the obligations of this CONTRACT and COMPANY shall be entitled to review any proposed or executed subcontract upon demand though such verification shall not extend to the details of pricing structure, to the make-up of its rates and prices, nor to the related documents.
11. **Ancillary subcontractors.** Any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any work, service or goods, which are functionally connected to the SERVICES, but not specifically detailed in the CONTRACT scope of work, are considered ancillary subcontractors and therefore shall not be subject to COMPANY APPROVAL. CONTRACTOR represents, covenants and guarantees that each of its ancillary subcontractors is fully capable and experienced to carry out the subcontracted parts of activities and shall do so in accordance with the CONTRACT and all other related information provided by COMPANY, in particular for those related to health, safety and environment protection.  
CONTRACTOR shall:
  - o communicate to COMPANY the name of the ancillary subcontractor, the amount and the purpose of the assigned activities;
  - o ensure that all the requirements applying to the ancillary subcontractor continue to be met for the entire duration of the ancillary subcontractor's involvement and to provide evidence of this to COMPANY upon request;
  - o send to COMPANY, at least quarterly, an updated "Reporting on ancillary subcontracts" Form, with evidence of the checks carried out by CONTRACTOR in relation to maintenance by the ancillary subcontractor of the requirements applicable to it according to the CONTRACT.CONTRACTOR undertakes to comply with respect to each of its ancillary subcontractor with the obligations, as applicable to SUBCONTRACTORS, as prescribed in paragraphs 4 to 10 of this Article "Subcontracting".

## 8. Force majeure

1. To the extent that a PARTY is fully or partially delayed, prevented or hindered by an event of FORCE MAJEURE from performing any obligation under this CONTRACT (other than an obligation to make payment), despite the exercise of reasonable diligence by the affected PARTY, the failure to perform shall be excused by the occurrence of such event of FORCE MAJEURE.
2. Without limiting the events that do not constitute FORCE MAJEURE, the following events or circumstances shall not constitute FORCE MAJEURE, unless the affected PARTY can clearly demonstrate that such event was otherwise caused by an event which would qualify as FORCE MAJEURE:
  - a. late delivery to CONTRACTOR of machinery, equipment, spare parts or consumables;
  - b. a delay in the performance of any SUBCONTRACTOR or another person (other than COMPANY);
  - c. normal wear and tear of, and random flaws in, materials and equipment or breakdowns in equipment;
  - d. unavailability of funds;
  - e. seasonal adverse weather conditions;

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- f. any event or circumstance which could reasonably have been foreseen, prevented or guarded against by the affected PARTY;
  - g. any event or circumstance resulting from a failure by the affected PARTY to comply with the requirements of the CONTRACT or to adopt INTERNATIONAL GOOD OIL FIELD PRACTICE;
  - h. mechanical breakdown of CONTRACTOR's plant or factory or equipment;
  - i. strikes or labour disturbances by CONTRACTOR PERSONNEL.
3. A PARTY claiming that its performance is excused by an event of FORCE MAJEURE shall, promptly after the occurrence of such event of FORCE MAJEURE, notify the other PARTY (and, as soon as reasonably possible thereafter, provide such other PARTY with satisfactory supporting evidence) of the nature, date of inception and expected duration of such event of FORCE MAJEURE and the extent to which the PARTY expects that the event will delay, prevent or hinder the PARTY from performing its obligations under this CONTRACT. The notifying PARTY shall thereafter use its best efforts to eliminate such event of FORCE MAJEURE and mitigate its effects.
  4. If the performance of a substantial or significant part of either PARTY's obligations under this CONTRACT is delayed, prevented or hindered for a period of thirty (30) consecutive days as a result of any event of FORCE MAJEURE, the PARTIES shall meet to agree the criteria to be adopted for continuation or termination of this CONTRACT.
  5. A PARTY that has properly invoked an event of FORCE MAJEURE shall promptly notify the other PARTY of termination of any such event of FORCE MAJEURE, whereupon performance of this CONTRACT shall recommence. Notwithstanding any other provision of this CONTRACT, during the period of any such non performance each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of a circumstance or event of FORCE MAJEURE and the period of any such non performance, together with such period as may be necessary for the restoration of any damage, shall be added to the time allowed in this CONTRACT for the performance excused by the event of FORCE MAJEURE.
  6. It is agreed by the PARTIES that the security conditions prevailing on the AREA OF OPERATIONS on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY. The PARTIES also agree that the political and security conditions generally prevailing in the Islamic Republic of Pakistan on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY.

#### **9. Governing law**

All questions arising out of or related to the CONTRACT, including but not limited to its validity, interpretation, performance or breach shall be governed by the Laws of England and Wales.

#### **10. Intellectual property rights**

1. The PARTIES agree that any and all INTELLECTUAL PROPERTY RIGHTS, if any, related to any result (included but not limited to invention, discovery, improvement), patentable or not, in any way made, conceived or developed by CONTRACTOR under the CONTRACT and/or, achieved, derived from, related to, connected with the provision of the SERVICES by CONTRACTOR and/or acquired by CONTRACTOR from any other person pursuant to the performance of the CONTRACT (hereinafter "the RESULTS"), shall be the exclusive property of COMPANY. It is understood and agreed that all INTELLECTUAL PROPERTY RIGHTS in the RESULTS shall be exclusively owned by COMPANY. No licenses, expressed or implied, are or shall be granted to CONTRACTOR as a result of the provision of the SERVICES.





2. Upon COMPANY'S request, CONTRACTOR shall provide any necessary document, evidence, required paper and furnish all reasonable assistance to COMPANY to vest in COMPANY the full and exclusive ownership of the RESULTS.
3. CONTRACTOR declares and warrants that the methods and processes used by it to provide the SERVICES shall not infringe the INTELLECTUAL PROPERTY RIGHTS of any other person and CONTRACTOR shall immediately notify COMPANY if it causes or becomes aware of any infringement or alleged infringement under this Article, or any matter that may reasonably be expected to give rise to a claim for infringement. In such event COMPANY shall have the right to require CONTRACTOR, at no cost to COMPANY, to amend or alter the SERVICES or its performance thereof so as to avoid actual, alleged or potential infringement.
4. 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, any alleged infringement of any patent or proprietary or protected right, or any other INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the obligations by CONTRACTOR under the CONTRACT. Without prejudice to the above, CONTRACTOR shall not be held liable for the infringement of INTELLECTUAL PROPERTY RIGHTS caused:
  - a. by the use by COMPANY of SERVICES in combination with goods and/or services not supplied by the CONTRACTOR, provided such use is not set in the CONTRACT;
  - b. when the SERVICES have been modified, designed and/or produced on the basis of specific requests of COMPANY;
  - c. by unauthorized additions or modifications by COMPANY to the SERVICES;
  - d. where the use by COMPANY of the SERVICES does not correspond to the CONTRACTOR'S standards and specifications provided under the CONTRACT.

#### **11. Contractor personnel**

1. CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL required for the provision of the SERVICES and shall at all times be responsible for the acts or failures to act of such CONTRACTOR PERSONNEL.
2. CONTRACTOR shall employ only such CONTRACTOR PERSONNEL as are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the SERVICES and to perform the tasks assigned to them in a timely and efficient manner. CONTRACTOR shall be responsible to COMPANY for any costs arising from the failure to supply CONTRACTOR PERSONNEL that are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the SERVICES.
3. Use of CONTRACTOR PERSONNEL by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and the CONTRACTOR shall be liable for all acts, work, omissions and defaults of any of the CONTRACTOR PERSONNEL as if they were the acts, works, omissions or defaults of CONTRACTOR.
4. CONTRACTOR shall ensure that CONTRACTOR PERSONNEL comply with all reasonable instructions of COMPANY.
5. CONTRACTOR shall ensure that a sufficient number of CONTRACTOR PERSONNEL, shall be sufficiently conversant and literate in the English language or other language defined in the FORM OF AGREEMENT to enable COMPANY REPRESENTATIVE to issue instructions and to receive verbal and written reports therein.
6. CONTRACTOR shall be responsible for the payment of CONTRACTOR PERSONNEL salaries, allowances, travel, accommodation and meal expenses, holiday and sickness costs and any other related expenses whatsoever arising from the employment or contracting of CONTRACTOR PERSONNEL and any other costs and expenses whatsoever associated with the employment or

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contracting of CONTRACTOR PERSONNEL, including, but not limited to, administrative costs 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 under this paragraph 6.

7. CONTRACTOR shall obtain and shall be responsible for meeting all relevant costs, for all visas, work permits and other documents required for CONTRACTOR PERSONNEL in accordance with APPLICABLE LAW.
8. Any overtime worked by the CONTRACTOR PERSONNEL during the provision of the SERVICES shall be at no extra charge to COMPANY.
9. Where COMPANY concludes that any CONTRACTOR PERSONNEL does not possess the technical knowledge or skills necessary for the efficient provision of the SERVICES 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.
10. Should COMPANY require the removal of any CONTRACTOR PERSONNEL:
  - a. Such CONTRACTOR PERSONNEL shall be removed forthwith and shall not be again employed in the provision of the SERVICES without prior APPROVAL.
  - b. CONTRACTOR shall as soon as practicable replace any such CONTRACTOR PERSONNEL with a competent APPROVED substitute, and
  - c. CONTRACTOR shall bear all costs and expenses associated with such removal and replacement.

#### **12. Compliance with law, permits and authorizations**

1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAW and, subject to Article "Liabilities and Indemnities", 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.
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.
3. When so requested by COMPANY, CONTRACTOR shall assist COMPANY in obtaining such approvals, permits, authorizations, licenses and clearances related to the SERVICES which may only be obtained by COMPANY and shall provide COMPANY with all information as COMPANY may require.
4. CONTRACTOR shall ensure that the provision of SERVICES shall not be started without the requisite approvals, permits, authorizations, licenses and clearances being obtained from the relevant authorities.

#### **13. Independent contractor**

1. CONTRACTOR shall be an independent CONTRACTOR with respect to the provision of the SERVICES with exclusive control over its equipment, materials and CONTRACTOR 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 provision of any SERVICES hereunder.



2. COMPANY shall have no direction or control of CONTRACTOR PERSONNEL. The SERVICES shall be APPROVED by COMPANY and be subject to the general right of inspection of COMPANY to secure the satisfactory completion thereof. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its COMPANY REPRESENTATIVE, shall have full and complete access to the operations to determine whether SERVICES are being provided by CONTRACTOR in accordance with all provisions of the CONTRACT and for reasons otherwise stated in 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.

#### **14. Audit and records**

1. CONTRACTOR shall maintain true and complete records of all its activities under or relevant to this CONTRACT.
2. At all times during the performance of the CONTRACT, CONTRACTOR shall provide COMPANY with accurate and complete information with respect to the provision of SERVICES and the events affecting the provision of the SERVICES. CONTRACTOR shall make available to COMPANY REPRESENTATIVE all relevant planning and reporting documents and shall comply with the reporting requirements in accordance with the CONTRACT.
3. CONTRACTOR agrees to retain all pertinent books and records, including but not limited to payroll records (including without limitation insurance, salaries, wages and social security contribution), accounting records, payment records, invoices, time reports, travel and entertainment expense reports, relating to the SERVICES for a 5 (five)-year period, or any other longer period as may be required under APPLICABLE LAW, commencing from the earlier of the date when: (i) the performance of the SERVICES was completed or (ii) the CONTRACT terminated and for any additional period as may be necessary to permit COMPANY to complete any audit commenced within such period or required under APPLICABLE LAW. Representatives and auditors of COMPANY shall have access at any time, upon reasonable notice, during normal hours to the books and records maintained by CONTRACTOR, and to any work sites, relating to the provision of any of the SERVICES performed hereunder, and shall have the right to copy and audit such books and records.
4. CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS and shall cause such rights to extend to COMPANY.

#### **15. Waivers**

1. No failure, delay or negligence on the part of a PARTY to enforce any of the terms and conditions of this CONTRACT or to insist upon the strict performance or observance thereof shall constitute a waiver, except where expressly stated to be such in writing by such PARTY.
2. No approval, consent, inspection, instruction or recommendation on the part of one PARTY shall in any way affect the liability of the other PARTY to perform its obligations strictly in accordance with the terms of this CONTRACT.

#### **16. Severability**

If, at any time one or more of the provisions of this CONTRACT, either by themselves or jointly not being of a fundamental nature, becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### **17. 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.

#### **18. 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.

#### **19. Contract duration and termination**

##### **1. Duration**

The EFFECTIVE DATE, duration and any extension(s) shall be specified in the FORM OF AGREEMENT.

##### **2. Termination procedure**

- 2.1. Any termination shall become effective as of the date and in the manner specified in the notice of termination. Termination of the CONTRACT shall be without prejudice to any claim, right, obligation or liability already made, accrued or incurred (as the case may be) by either PARTY prior to the date of such termination or which may be specified or implied to remain in force thereafter.
- 2.2. On receipt of a notice of termination, CONTRACTOR shall, unless otherwise directed by such notice, immediately discontinue the provision of the SERVICES and shall, if so requested, use its reasonable efforts to cancel all existing commitments upon terms satisfactory to COMPANY and shall thereafter perform only such portion of the SERVICES as may be necessary to preserve and protect the part of the SERVICES being provided
- 2.3. In the event of termination of this CONTRACT, COMPANY may require the assignment of subcontracts to COMPANY.

##### **3. Early Termination**

- 3.1. COMPANY at its sole discretion may terminate, even partially, for any reason and at any time the CONTRACT by giving written notice thereof to CONTRACTOR.
- 3.2. If the CONTRACT is terminated by COMPANY pursuant to paragraph 3.1 above, CONTRACTOR shall be entitled to the reimbursement of the CONTRACT PRICE for that portion of the SERVICES provided in accordance with the CONTRACT up to the date of termination, evaluated at the rates and prices provided for in the CONTRACT, and



- 3.3. Upon such termination, title to and possession of all work, incorporated or to be incorporated in, or deliverable documents related to the SERVICES shall pass to and vest in COMPANY on a "where is, as is" basis.
4. Termination for Cause
- 4.1. Without prejudice to the other provisions of the CONTRACT, COMPANY shall be entitled to terminate the CONTRACT in the following cases:
- a. CONTRACTOR has not commenced the provision of the SERVICES by within the dates or terms set forth in the CONTRACT unless relevant liquidated damages, if any, are applied by COMPANY. It being understood that if COMPANY elects to apply such liquidated damages and they are not duly paid by CONTRACTOR or become exhausted, COMPANY shall have the right to terminate the CONTRACT in accordance with this clause;
  - b. CONTRACTOR fails to provide the SERVICES in accordance with the terms of the CONTRACT; in particular CONTRACTOR PERSONNEL and/or equipment and/or materials do not meet the requirements indicated, or does not repair or replace malfunctioning equipment and/or materials or parts;
  - c. CONTRACTOR fails to remedy defects such that the SERVICES are wholly in accordance with this CONTRACT;
  - d. CONTRACTOR delays in sending the TECHNICAL DOCUMENTATION or FINAL DOCUMENTATION to COMPANY or such documentation results not to be new, free from defects, suitable and fit for carrying out the purpose for which they are intended and in accordance with this CONTRACT;
  - e. CONTRACTOR is in material breach of the CONTRACT;
  - f. CONTRACTOR becomes insolvent, bankrupt or any other circumstance in Article "Bankruptcy" exists;
  - g. CONTRACTOR dissolves, liquidates or terminates its corporate existence, other than by merger, sale, acquisition or re-organization into an AFFILIATE, or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of CONTRACTOR;
  - h. CONTRACTOR is taken over by any other person such that the other person acquires more than fifty percent (50%) of such shares or other ownership interest in CONTRACTOR and where such other person did not control over fifty percent (50%) of such shares or ownership interest at the EFFECTIVE DATE, or CONTRACTOR merges with another person and is not the surviving entity, in either case without first obtaining the written consent of the COMPANY.
  - i. CONTRACTOR assigns the CONTRACT or sub-contracts provision of the SERVICES, or any part thereof, without COMPANY's prior APPROVAL;
  - j. CONTRACTOR fails to comply with APPLICABLE LAW, including but not limited to insurance, salaries, wages and social security contributions for its personnel, and safety legislation;
  - k. CONTRACTOR makes variations to the scope of CONTRACT, without COMPANY's APPROVAL;
  - l. CONTRACTOR suspends the performance of the SERVICES in the event of arbitration, except as allowed in Article "Dispute Resolution";
  - m. CONTRACTOR fails to meet any HSE-CR or Quality Assurance and environmental requirements during the provision of the SERVICES;
  - n. in the event that any certifications or declaration submitted or produced by the CONTRACTOR in relation to the award or performance of the CONTRACT prove at any time to be irregular or invalid;



- o. CONTRACTOR fails to secure within the stated time period or to maintain the BANK GUARANTEE or PARENT COMPANY GUARANTEE.
- p. in any other case expressly stated in the CONTRACT also if not listed by this Article.

4.2. If COMPANY considers that one of the aforesaid causes of termination exists, except for paragraphs 4.1. f), g) or h), it may by written notice thereof to CONTRACTOR require CONTRACTOR to commence the remedy of the breach as soon as reasonably possible, but in any event no later than five (5) days after receipt of COMPANY's notice, and/or to agree with COMPANY within such five (5) days period a plan to remedy and/or remove the breach within a reasonable period determined by COMPANY. If no such plan is agreed with the COMPANY, CONTRACTOR shall remedy and/or remove such breach within a period of fifteen (15) days of receipt of COMPANY's notice.

4.3. If, CONTRACTOR

- i has failed to commenced to remedy the breach within five (5) days after receipt of COMPANY's notice; or
- ii the CONTRACTOR has failed to comply with the remedy plan, or
- iii upon the expiry of the fifteen (15) days of receipt of COMPANY's notice such cause has not been remedied or removed; or
- iv if the circumstances of paragraphs 4.1. f), g) or h) exist,

COMPANY may terminate the CONTRACT forthwith and in the event of termination COMPANY shall be entitled to (i) be reimbursed, within sixty (60) days of receipt by CONTRACTOR of the relevant debit note, for all reasonable documented direct damages incurred in connection with such termination and/or (ii) set-off such damages against any payments due to CONTRACTOR in accordance with this paragraph and/or (iii) recover any such damages as a debt. Subject to the foregoing, COMPANY shall pay to CONTRACTOR a part of CONTRACT PRICE relating to the portion of SERVICES provided in accordance with the CONTRACT up to the date of termination evaluated at the rates and prices provided for in the CONTRACT, excluding any demobilisation fees.

4.4. Furthermore, any failure by CONTRACTOR to comply with the obligation to notify to COMPANY of any update or variation in the information provided by CONTRACTOR during the tender stage regarding the Trust Companies and the identity of the physical persons ultimate beneficiaries, which failure is likely to negatively affect the COMPANY, shall constitute a material breach of the CONTRACT and shall entitle COMPANY to terminate the CONTRACT with cause in accordance with this Article.

5. Termination for Force Majeure

Without prejudice to the other provisions of the CONTRACT, COMPANY shall be entitled to terminate the CONTRACT if FORCE MAJEURE events persist for a period in excess of thirty (30) consecutive days. COMPANY shall pay to CONTRACTOR a part of CONTRACT PRICE relating to the portion of SERVICES performed in accordance with the CONTRACT up to the date of FORCE MAJEURE and then each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of a circumstance or event of FORCE MAJEURE.

6. Suspension

6.1. COMPANY may, at any time and, for any reason, suspend the provision of the SERVICES or any part thereof by written notice to CONTRACTOR. Unless instructed otherwise by COMPANY, upon receipt of such notice, CONTRACTOR shall immediately discontinue the provision of the part of the SERVICES affected by the suspension and continue to provide the other parts of the SERVICES.





- 6.2. CONTRACTOR shall promptly resume provision of the SERVICES upon written notice from COMPANY.
- 6.3. Where COMPANY suspends the provision of the SERVICES under the paragraph 6.1, CONTRACTOR shall be entitled to compensation for any costs incurred during the period of suspension with respect to maintaining its CONTRACTOR PERSONNEL and/or equipment and any other reasonable costs of demobilisation or remobilisation and safeguarding the SERVICES, evaluated at the rates and prices provided for in this CONTRACT or where no rates or prices are established, as shall be agreed between the PARTIES. CONTRACTOR shall take all reasonable measures to mitigate such costs during the period of suspension.
- 6.4. Without prejudice, but in addition to COMPANY's right of discretionary termination provided for under paragraph "Early termination" above, if operations are suspended under this paragraph "Suspension" for a period of thirty (30) consecutive days, the PARTIES shall meet to discuss the various alternatives available, including without limitation amendment of this CONTRACT, continued suspension of performance, and termination of this CONTRACT.

## 20. Dispute resolution

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) days, then the PARTIES may seek to settle the dispute by mediation, provided that COMPANY has agreed in its sole discretion to proceed with this option. If mediation fails within a reasonable time, but not exceeding sixty (60) days, or if COMPANY has not agreed to settle the dispute by mediation any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the ICC RULES in force on the time of commencement of arbitration by three (3) arbitrators appointed in accordance with ICC RULES. The cost of such arbitration shall be borne as determined by the arbitrators. 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.
2. Performance of this CONTRACT shall continue during proceedings contemplated by this Article unless COMPANY orders suspension or the PARTIES agree otherwise and no payment due or payable by COMPANY or CONTRACTOR shall be withheld on account of any arbitration proceedings.
3. Notwithstanding paragraph 1 of this Article, where COMPANY concludes in its absolute and sole discretion that any dispute with CONTRACTOR involves or may involve a related dispute with another member of COMPANY GROUP or CONTRACTOR GROUP, COMPANY shall (to the extent that it is contractually entitled to do so under any other relevant contract or, where it is not so entitled, has obtained the consent of the other relevant person or persons) be entitled to insist on the consolidation of all disputes or potential disputes into one (1) proceeding before the International Chamber of Commerce and CONTRACTOR hereby consents to any such consolidation of disputes. In the event that COMPANY exercises its right under this paragraph 3, (a) the dispute shall be resolved by three (3) arbitrators in accordance with ICC RULES and all three (3) shall be appointed by the International Chamber of Commerce; and (b) notwithstanding confidentiality obligations under this CONTRACT or any other relevant contract, the parties to the dispute shall be obliged to disclose or make available any and all information relevant to the consolidated proceeding (except where such information is protected by solicitor-client privilege or an analogous privilege under any APPLICABLE LAW), provided that they may only do so for the sole purpose of the proceeding itself and shall then be obliged to maintain the confidentiality of any information disclosed by any party in the course of the proceeding as if such information were confidential information under Article "Confidentiality" of this CONTRACT and may not then,

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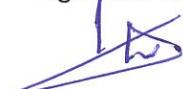


without the consent of COMPANY and any disclosing party, further disclose such information for any purpose not directly related to the proceeding, except as allowed by Article "Confidentiality".

4. Any dispute under this CONTRACT and any award, order or directive issued by the International Chamber of Commerce shall be kept strictly confidential by CONTRACTOR and may only be published or disclosed with COMPANY's consent.

## 21. Taxes

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.
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 SERVICE hereunder.
3. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties 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 or its Affiliate is then able to seek to obtain credit against tax liabilities of the CONTRACTOR or its Affiliate 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:
  - (iv) COMPANY shall use all reasonable endeavours to obtain the relevant withholding or deducting certificate or certificates in a form which the CONTRACTOR can utilize in order to enable it to recover or obtain credit from the relevant taxing authority or other government authority the amount so withheld or deducted.
  - (v) In the event that CONTRACTOR is eligible for any exemption due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for non-deduction of tax. If however, the CONTRACTOR is unable to obtain the exemption certificate, then, on the request and cost of the CONTRACTOR, the COMPANY shall use all reasonable endeavour to obtain the relevant exemption certificate from the relevant taxing authority as permissible under APPLICABLE LAW. In case, the exemption certificate is not granted or refused by the relevant taxing authority due to any reason, then, in such case the COMPANY shall withhold tax as per the APPLICABLE LAW. If CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalised 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.
  - (vi) In the event that CONTRACTOR is eligible for any reduced rate due to application of Bilateral Income Tax Treaties and application of fiscal laws, then, in that case, the





CONTRACTOR will be responsible to inform the COMPANY (in writing) at the time of award of CONTRACT, shall submit relevant clause of the Treaty, SRO 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 penalised 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.

- (vii) 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.
- 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.
- 5. All charges provided under this CONTRACT are exclusive of VAT and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice together with supporting breakdown of services provided and expenses incurred, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT.
- 6. Registration with Sindh Revenue Board (SRB)  
With effect from 01 July 2011, the "Sindh Sales Tax on Services Act 2011" has been made applicable to the services provided by the contractors in the province of Sindh. In this respect, the COMPANY will require a Certificate of Registration of the CONTRACTOR in respect of its registration with Sindh Revenue Board (SRB). In case, the CONTRACTOR is not liable to be registered with SRB, then the CONTRACTOR would be required to demonstrate to the COMPANY the relevant clause in "Sindh Sales Tax on Services Act, 2011" under which it is not liable to be registered.

## **22. Custom duties and fees**

- 1. CONTRACTOR assumes full and exclusive liability for the payment of any and all customs and excise duties, stamp duties, invoice, sales and use taxes, agents/handlers' fees and other charges relating to the import/export and transportation of equipment, machinery, materials, instruments, tools and whatever items, goods and spares to be used by CONTRACTOR GROUP for the purpose of provision of the SERVICES and any and all taxes, duties, levies and imposts levied against or on account of the property and equipment of any of them and import/export duties and related levies on household effects and ancillary items for the personal use of CONTRACTOR GROUP.
- 2. CONTRACTOR shall be liable for and shall defend, indemnify and hold COMPANY harmless from and against any and all INDEMNIFIED COSTS in respect of or arising out of any failure to comply with paragraph 1 above.

## **23. Knowledge of area of operations**

CONTRACTOR declares and represents that it is fully acquainted in all respects with the political, fiscal and logistics situation, climatic and environmental conditions existing in the area where the SERVICES are to be rendered or/and in which the result of the SERVICES be used and that it has evaluated all costs and risks connected therewith, and CONTRACTOR is solely responsible for any misunderstandings and/or inaccuracies from whatever sources, in connection with the aforesaid information including correct interpretation of the data provided by COMPANY.

## **24. Call Off Order**

- 1. The performance of any SERVICES under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR with a CALL-OFF ORDER, signed by a person authorized to do so by COMPANY,



which shall be the only document which formally authorizes CONTRACTOR to perform any one of the SERVICES.

2. The CALL-OFF ORDER shall specify the particulars of performance of the SERVICES and contain all the information needed by CONTRACTOR to identify the nature of the SERVICES, as well as all reference documents and specifications for the performance of the SERVICES and shall state any additional HSE-CR and Quality requirements to be met.
3. COMPANY is entitled to change the performance schedules of the SERVICES of each CALL-OFF ORDER as a result of any external factors which, by affecting some types of said SERVICES, will make it necessary to change the schedules, in particular with regard to times.
4. The CALL-OFF ORDER procedure is detailed in the FORM OF AGREEMENT.

#### **ECONOMIC SECTION**

##### **25. Contract price**

1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in Appendix "A" of the CONTRACT – "Compensation and Methods of Application".
2. CONTRACT PRICE adjustments due to variations shall be taken into consideration for determination of the final CONTRACT PRICE, and for modification of the amount of the guarantees as may be provided under the CONTRACT.
3. Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
4. No extra charges shall be effective unless agreed in writing and signed by COMPANY
5. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the SERVICES in accordance with the terms of the CONTRACT and CONTRACTOR undertakes to make no claims whatsoever including, inter alia, 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.

##### **26. Invoicing**

1. After the completion of each milestone event detailed in the applicable Appendix or any such time as stipulated in the CONTRACT, CONTRACTOR may send to COMPANY an invoice within the time period specified in the FORM OF AGREEMENT in respect of such relevant milestone or such other time period detailed in the applicable Appendix. Unless otherwise requested by COMPANY, one original shall be submitted in the form requested by COMPANY accompanied by such certification and documentation as COMPANY may request.
2. Each 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;

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- 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
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.
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.
5. The PARTIES agree that invoices shall not cover more than one and shall be sent to the address specified in Article "Invoicing" of the FORM OF AGREEMENT.

## 27. Payments

1. Subject to the APPROVAL by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within the term specified in the FORM OF AGREEMENT, in the currency indicated in Appendix A - "Compensation and Method of Application", to CONTRACTOR's designated bank account, details of which are set out in Article "Payment" of the FORM OF AGREEMENT, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country of the provision of the SERVICES or the country of incorporation. Payment under this CONTRACT shall be made only to this account opened in the name of CONTRACTOR.
2. COMPANY shall have the right to withhold payment with respect to any item it disputes until agreement is reached with CONTRACTOR or the dispute over such item is otherwise settled. COMPANY shall pay the undisputed part of disputed invoice and shall notify the CONTRACTOR of the reasons for any dispute as soon as reasonably practicable. Any adjustment or credit due for any such item shall be documented in the month succeeding the month in which the dispute is settled. To the extent that COMPANY prevails in the dispute, CONTRACTOR shall not be entitled to interest on such payments withheld.
3. COMPANY shall have the right to withhold from payments due to CONTRACTOR reasonable amounts to cover probable claims that may be made against any member of COMPANY GROUP or against the property of any such members by any person, arising out of performance under this CONTRACT, and COMPANY shall have the right to make reasonable settlements of such claims.
4. In addition to any other remedy available to it, COMPANY may set-off against payments due to CONTRACTOR hereunder any amount due and owing or claimed in good faith to be due and owing to COMPANY by CONTRACTOR hereunder for any reason.
5. 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.
6. During the execution of the CONTRACT or after its expiry, however within the timeframe set in Article 14.3 audit and records, COMPANY may require proof that all payments due by CONTRACTOR have been done regularly and as needed. If required by COMPANY, proof may include ad-hoc evidences (including but not limited to signed declaration by the employees of



CONTRACTOR that payments have been received, signed declaration by SUBCONTRACTORS etc). In case full proof of execution of payments is not submitted, inclusive of any reasonable proof COMPANY deems necessary, COMPANY may withhold payments to CONTRACTOR up until full proof is received. Withholding of payment is in addition to the rights of termination that shall accrue to the Company in such an event as specified in the CONTRACT.

In addition to payment withholding, COMPANY may deduct any costs or expenses incurred as a consequence of it being involved in any authoritative or legal action due to Contractor's non-compliance, regardless of any defense raised by the Contractor.

### **HEALTH, SAFETY AND ENVIRONMENT**

#### **28. Health, safety and environment**

1. CONTRACTOR shall apply proactive health, safety and environmental management systems and risk management processes, in accordance with APPLICABLE LAW and INTERNATIONAL GOOD OIL FIELD PRACTICE.
2. CONTRACTOR shall take, at its expense, all actions necessary to protect all persons from any exposure to, or hazard from, hazardous material under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP and shall adopt all measures needed to reduce, as low as reasonably possible, any injury or damage to people or property.
3. CONTRACTOR shall take all reasonable steps to protect the environment from damage resulting from the provision of SERVICES and shall not, under any circumstances, cause or permit, in connection with the provision of SERVICES, the discharge, emission or release of any hazardous substance or material:
  - a) except in compliance with APPLICABLE LAW, and/or
  - b) in excess of limits established by APPLICABLE LAW and shall immediately report any such discharges, emissions or releases to COMPANY.

### **COMMUNICATIONS AND CONTRACT MANAGEMENT**

#### **29. Notices**

All notices, other than invoices to be given with respect to the CONTRACT, shall be considered as given to COMPANY and to CONTRACTOR, respectively, if given in writing and delivered personally or sent by registered mail or certified mail, return receipt requested, or by fax to the address and to the attention of the relevant PARTY set out in the FORM OF AGREEMENT and to the attention of that PARTY's representative appointed in accordance with Article "Representatives of the parties". Such notices shall be effective when delivered personally or when placed in the mail if mailed in the manner provided above.

#### **30. Representatives of the parties**

1. Subject to paragraph 9 of this Article, COMPANY shall by notice in writing appoint one COMPANY REPRESENTATIVE who has the authority to represent and bind COMPANY to any course of action under this CONTRACT.
2. COMPANY REPRESENTATIVE shall notify CONTRACTOR of all information, instructions and decisions of COMPANY made in connection with the performance of the CONTRACT.
3. Except as otherwise stated in this CONTRACT, only COMPANY REPRESENTATIVE shall be authorized to receive on behalf of COMPANY notifications, information and decisions of CONTRACTOR under the provisions of the CONTRACT.

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A handwritten signature in blue ink, appearing to read "D. J. S." or a similar name.



4. The presence of COMPANY REPRESENTATIVE or any of COMPANY GROUP's personnel shall in no way relieve CONTRACTOR of its obligations and liabilities under the CONTRACT.
5. CONTRACTOR shall appoint in writing a CONTRACTOR REPRESENTATIVE who shall be a suitably qualified professional, having the experience and capability necessary to represent CONTRACTOR in the performance of the CONTRACT and who is authorized to represent and bind CONTRACTOR in any course of action in connection with the CONTRACT.
6. CONTRACTOR REPRESENTATIVE shall notify COMPANY of all information, instructions and decisions of CONTRACTOR made in connection with the performance of this CONTRACT.
7. Except as otherwise stated in this CONTRACT, only CONTRACTOR REPRESENTATIVE shall be authorized to receive on behalf of CONTRACTOR notifications, information and decisions of COMPANY under the provisions of this CONTRACT.
8. Either PARTY may change its respective representatives under the present Article at any time at its sole discretion by notice in writing to the other PARTY.
9. Neither COMPANY REPRESENTATIVE nor CONTRACTOR REPRESENTATIVE or their respective assistants shall be empowered to change, alter or vary the terms and conditions of this CONTRACT or to waive any of the rights, duties and liabilities of the PARTIES.

#### **WARRANTIES AND LIABILITIES**

##### **31. Representations and warranties**

1. COMPANY represents and warrants that:
  - a. it is a COMPANY duly organized and validly existing under the laws of the country specified in the FORM OF AGREEMENT;
  - b. it is authorized to enter into this CONTRACT and has received all necessary approvals to do so and that it has, and shall continue to have, during the term of this CONTRACT, all necessary licenses, permits, consents and authorizations to perform the obligations under the CONTRACT;
  - c. this CONTRACT has been duly authorized and executed by COMPANY and constitutes valid and legally binding obligations of COMPANY, enforceable in accordance with their terms; and
  - d. compliance with the terms of this CONTRACT will not result in any violation of (i) any of COMPANY's memorandum of association, articles of association, certificate of incorporation, by-laws or equivalent constitutive documents, (ii) any provision contained in any agreement or instrument to which COMPANY is a party or by which COMPANY or its assets are bound or (iii) or any statute, law, rule, regulation, judgement, decree or order applicable to COMPANY.
2. CONTRACTOR represents and warrants that:
  - a. it is a COMPANY duly organized and validly existing under the laws of the country of specified in the FORM OF AGREEMENT;
  - b. it is authorized to enter into this CONTRACT and has received all necessary approvals to do so and that it has, and shall continue to have, during the term of this CONTRACT, all necessary licenses, permits, consents and authorizations to perform the obligations under the CONTRACT;

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- c. this CONTRACT has been duly authorized and executed by CONTRACTOR and constitutes valid and legally binding obligations of CONTRACTOR, enforceable in accordance with their terms;
- d. compliance with the terms of this CONTRACT shall not result in any violation of (i) any of CONTRACTOR's memorandum of association, articles of association, certificate of incorporation, by-laws or equivalent constitutive documents, (ii) any provision contained in any agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or its assets are bound or (iii) or any statute, law, rule, regulation, judgement, decree or order applicable to CONTRACTOR;
- e. during the term of this CONTRACT, CONTRACTOR shall comply with all APPLICABLE LAW and with (whether APPLICABLE LAW or not) anti-corruption legislation, the Anti-Terrorism, Crime and Security Act 2001, the FCPA, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. CONTRACTOR shall not (a) pay, promise to pay, or offer any fee, commission, material remuneration or other thing of value to or for the benefit of any government official, political party or official thereof or candidate for political office in order to corruptly influence an act or decision of such person in his or her official capacity, cause such person to act or fail to act in violation of his or her lawful duty or cause such person to influence an act or decision of the government, for the purpose of assisting any member of CONTRACTOR GROUP to obtain or retain business or gain any improper advantage, or (b) otherwise violate the FCPA or any other anti-corruption laws applicable to CONTRACTOR GROUP;
- f. in connection with this CONTRACT, all transactions, including but not limited to the disposition of assets, the incurring of liabilities, the recording of expenses and the documenting of contractual arrangements undertaken by CONTRACTOR shall be recorded by CONTRACTOR in compliance with APPLICABLE LAW and shall in reasonable detail accurately and fairly reflect the transactions (including the purpose of each transaction and the person with whom it was concluded) in CONTRACTOR's books and records;
- g. in connection with this CONTRACT, CONTRACTOR shall not retain or pay any agent, SUBCONTRACTOR, or consultant if CONTRACTOR knows that, or has reason to believe that, circumstances exist which make it likely that such agent, SUBCONTRACTOR or consultant will engage in conduct that would violate any provision of paragraph 2 (e) above when such agent, SUBCONTRACTOR or consultant were a party to this CONTRACT. CONTRACTOR shall take reasonable precautions to require its agents, SUBCONTRACTORS and consultants to comply with the obligations in paragraph 2 (e) as above;
- h. in connection with this CONTRACT, CONTRACTOR shall (a) enact and maintain appropriate compliance policies to implement the provisions of above paragraphs 2 (e) to 2 (g) inclusive, including arranging for appropriate training of CONTRACTOR PERSONNEL regarding their obligations to adhere to the standards of conduct set forth in such policies and (b) require all members of CONTRACTOR GROUP to comply with the obligations assumed by CONTRACTOR in paragraphs 2 (e) to 2 (g) inclusive as if they were directly applicable thereto. This effort shall include, but not be limited to, establishing reasonable precautions to prevent such members of CONTRACTOR GROUP from receiving entertainment or gifts, payments, loans, or other things of value from government officials or making, promising or offering entertainment or gifts, payments, loans, or other things of value to COMPANY's directors, officers, employees, consultants, advisors or agents, or government officials, in violation of APPLICABLE LAW, including, without limitation, anti-corruption laws;
- i. CONTRACTOR shall design, execute and complete the SERVICES in accordance with this CONTRACT and INTERNATIONAL GOOD OIL FIELD PRACTICE;
- j. CONTRACTOR shall apply its relevant technical knowledge and organisational experience in providing the SERVICES with all skill and care utilising sound engineering practices;

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- k. CONTRACTOR shall provide the SERVICES in a diligent, good and workmanlike manner without interruption to completion;
- l. CONTRACTOR shall consult with and advise COMPANY and keep it informed with respect to all matters arising in connection with this CONTRACT and at all times co-operate with COMPANY and COMPANY REPRESENTATIVE
- m. CONTRACTOR shall notify COMPANY immediately of any impending or actual stoppages of any activity under the CONTRACT as above, industrial disputes or other matters affecting or likely to affect the performance of this CONTRACT and in such circumstance CONTRACTOR shall provide, in an expeditious manner, details of how it shall overcome the delay;
- n. it is solvent and that no bankruptcy, insolvency or receivership proceeding has been commenced against CONTRACTOR and that it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such a proceeding during the term of this CONTRACT;
- o. CONTRACTOR shall ensure that the whole design of the SERVICES is adequate, suitable and fit for the purpose of this CONTRACT;
- p. CONTRACTOR shall co-ordinate and properly execute the provision of SERVICES in co-ordination with other contractors, if any;
- q. CONTRACTOR shall prepare and maintain all TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION required by COMPANY;
- r. CONTRACTOR shall remedy any defects such that the SERVICES are wholly in accordance with this CONTRACT;
- s. CONTRACTOR shall ensure that any TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION shall be free from defects, suitable and wholly in accordance with this CONTRACT;
- t. CONTRACTOR shall provide competent superintendence, labour, materials, equipment and all services whether temporary or permanent and all other things of whatever nature required in and for the provision of SERVICES;
- u. CONTRACTOR shall obtain from its SUBCONTRACTORS for assignment to COMPANY the best possible warranties and guarantees with respect to the provision of SERVICES in terms at least as favourable as the requirements of the CONTRACT. In the event that CONTRACTOR obtains more favourable guarantees and warranties from its SUBCONTRACTORS than those stated in this Article, such guarantees and warranties shall be assigned to COMPANY;

### **32. Liabilities and Indemnities**

- 1. 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; and/or
  - (b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP; and/or
  - (c) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, and/or protection and/or



preservation of any member of CONTRACTOR GROUP, in accordance with the CONTRACT.

2. 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; and/or
  - (b) subject to paragraphs 1(c) of this Article, loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.

### **33. Insurance**

1. Without limiting any of its obligations under this CONTRACT or APPLICABLE LAW, CONTRACTOR shall maintain or cause to be maintained, throughout the term of the CONTRACT, with insurers with a minimum Standard & Poor's rating of "BBB" or equivalent or other reputable insurers acceptable to COMPANY (in case of Pakistan insurers acceptable to COMPANY, with a minimum PACRA and/or JCR-VIS rating "AA+"), and shall pay for the following insurance policies:
  - a. Workmen's compensation insurance, or any similar compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT as required by APPLICABLE LAW or under each job contract.

Where workmen compensation insurance, or any similar compensation, is not required by APPLICABLE LAW or under each job contract, CONTRACTOR shall nevertheless place, maintain, and provide evidence of, adequate insurance policies covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT;
  - b. Employers liability insurance to be maintained at the minimum value of United States Dollars Ten Million (US\$10,000,000.00) or such amount as required by APPLICABLE LAW, whichever is the greater for any one occurrence. This coverage shall be applicable when CONTRACTOR PERSONNEL travel abroad even if the transport is provided by COMPANY. Claims formulated by employees of CONTRACTOR against COMPANY GROUP shall be treated as claims against CONTRACTOR and compensated by such insurance;
  - c. General Third Party Liability Insurance covering legal and contractual liabilities of CONTRACTOR under this CONTRACT and APPLICABLE LAW with a combined single limit of not less than United States Dollars Fifteen Million (US\$15,000,000.00) for any one occurrence;
  - d. If the performance of the CONTRACT requires the use of any motor vehicles, Third Party and Passenger Liability insurance and other motor insurance in the amount not less than United States Dollars Five Million (US\$5,000,000.00) or such amount as is required by APPLICABLE LAW, whichever is the greater, for any one occurrence;
  - e. Such further insurances, if any, as required by APPLICABLE LAW.
2. Costs of all insurances listed above, with the exception of any further insurance that may be required by COMPANY after signature of the CONTRACT, are included in the price offer.
3. Policies relating to the insurance requirements set out in this Article shall not be cancelled or materially altered during the term of this CONTRACT without thirty (30) days prior written notice to COMPANY, and only provided that the insurance coverage required by this CONTRACT is maintained.
4. The insurance policies and amounts indicated in this Article shall not be construed as limiting or restricting in any manner whatsoever the liability of CONTRACTOR under the CONTRACT nor imposing any liability on COMPANY with respect to any amount in excess of the amount set

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forth. To the extent of the liabilities under this CONTRACT, any deductibles from cover under any of the insurance policies specified in this Article shall be borne by CONTRACTOR in the event of a claim.

5. To the extent of CONTRACTOR's liabilities under this CONTRACT, all insurances that are required to be maintained by CONTRACTOR GROUP by this Article shall contain provisions that (i) the relevant insurers shall have no right of subrogation against any member of COMPANY GROUP or their respective insurers and (ii) COMPANY is additionally insured under the policies, with the exception of the workmen's compensation and Third Party and Passengers insurance. With regard to Employer's Liability, an Indemnity to Principal in lieu of additional insured status is acceptable.
6. Within ten (10) days of the signature of the CONTRACT or before the commencement of relevant operations (or the date of amendment of any policy) CONTRACTOR shall furnish to COMPANY, certificates, issued by the insurance carriers, evidencing that all insurance requirements under this CONTRACT are in full force and effect and fully compliant with the requirements of this Article. Such certificates shall:
  - a. show the effective and expiry dates of all the policies;
  - b. show the liability limits;
  - c. provide evidence that all policies are compliant with the requirements set in this Article;
  - d. to the extent required under the paragraph 5 of this Article, state that COMPANY is additionally insured under the policy, and the subrogation rights are waived in favor of COMPANY GROUP and its respective insurers.
7. The furnishing of certificates by CONTRACTOR shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of the policies to which the certificates relate and/or that CONTRACTOR has complied with all its obligations under the CONTRACT.
8. In the event that (i) CONTRACTOR fails to maintain any of the insurance policies required by this Article or (ii) COMPANY is not able to recover under the insurances referred to in Article "Insurance" as a result of any act, neglect, error or omission on the part of any member of CONTRACTOR GROUP (whether occurring before or after the inception of the relevant insurance policy) including, without limitation, any misrepresentation, non-disclosure, want of due diligence or breach of any declaration or warranty contained in the relevant insurance policy, 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 resulting from such failures, in accordance with CONTRACTOR's liabilities under this CONTRACT and APPLICABLE LAW.  
Additionally, should CONTRACTOR fail to maintain the insurance coverage required by this Article, COMPANY reserves the right to terminate this CONTRACT for cause provided always that CONTRACTOR's liabilities stated in this CONTRACT remain unchanged. However, CONTRACTOR shall not be liable for the failure by COMPANY to convey to any insurers information provided by CONTRACTOR.
9. CONTRACTOR shall require any SUBCONTRACTOR utilized by CONTRACTOR in the performance of the CONTRACT to carry insurance of the types and amounts required by this Article or APPLICABLE LAW in connection with activities engaged in by that SUBCONTRACTOR and, as a minimum, any insurance required by APPLICABLE LAW. Upon the request of COMPANY, CONTRACTOR shall furnish COMPANY with insurance certificates evidencing coverage for each member of CONTRACTOR GROUP.
10. Those insurances which members of CONTRACTOR GROUP are required to maintain by this CONTRACT or APPLICABLE LAW shall always be construed as primary insurance without any right of contribution from any insurance taken out by the COMPANY.



**34. Liquidated damages**

1. All amounts of liquidated damages set out in the CONTRACT are agreed as a genuine pre-estimate of the losses which may be sustained by COMPANY in the event that the CONTRACTOR fails in its respective obligations under the CONTRACT, and not as a penalty.
2. The provisions of liquidated damages set out in the CONTRACT shall be the COMPANY's sole and exclusive financial remedy in the event CONTRACTOR fails to achieve the respective obligations for which liquidated damages are applied in accordance with the CONTRACT.
3. In circumstances where any liquidated damages are successfully challenged by CONTRACTOR as constituting a penalty or otherwise cannot be enforced against the CONTRACTOR, the PARTIES agree that CONTRACTOR's liability to the COMPANY will instead be for general damages at law.

**35. Financial security**

1. Where required under the CONTRACT, CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a bank guarantee in the form attached to the CONTRACT (the "BANK GUARANTEE") and in the amount specified in the FORM OF AGREEMENT and shall maintain the BANK GUARANTEE, as security for the proper performance of this CONTRACT by CONTRACTOR, which shall remain in full force and effect and be held by COMPANY until the date specified in the CONTRACT or until all outstanding financial matters have been settled, whichever is the later. The BANK GUARANTEE may be drawn by COMPANY upon COMPANY's first written demand stating that CONTRACTOR has not fulfilled its obligations under the CONTRACT, notwithstanding any contest or other disagreement by CONTRACTOR. The BANK GUARANTEE shall be provided by a primary bank with a minimum Standard & Poor's rating "BBB" or equivalent, or other reputable banks acceptable to COMPANY. All costs of complying with the requirements of this paragraph 1 shall be borne by CONTRACTOR.
2. Where required under the CONTRACT, CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a parent COMPANY guarantee, in the form attached to the CONTRACT ("PARENT COMPANY GUARANTEE"), as a security for the proper performance of the CONTRACT by CONTRACTOR, which shall remain in full force and effect and be held by COMPANY until the end date of the CONTRACT. The PARENT COMPANY GUARANTEE may be drawn by COMPANY's first written demand stating that CONTRACTOR has not fulfilled its obligations under this CONTRACT notwithstanding any contestation by CONTRACTOR. The parent COMPANY providing the PARENT COMPANY GUARANTEE shall be subject to prior APPROVAL of COMPANY and all costs of complying with requirements of this paragraph 2 shall be borne by CONTRACTOR.
3. COMPANY shall not be under any obligation to make any payment to CONTRACTOR until such time as COMPANY has received (i) an acceptable BANK GUARANTEE (ii) an acceptable PARENT COMPANY GUARANTEE in accordance with this Article "Financial security" and (iii) certificates of insurance as required by Article "Insurances".

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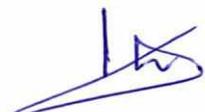
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Payment Terms	60 days from receipt of invoice
Penalties, / Liquidated damages <i>(Explain thresholds and applicability)</i>	N/A.
HSE Requirements	N/A
Respect for Human Rights (To specify Human Rights criticality as per Commodity code)	"D"
<b>Subcontracting</b>  <u>Note for User:</u> Cascade subcontracting, and total subcontracting not allowed	N/a
<b>Delivery Terms</b>	As per each Call off requirement
<b>Location</b>	Contractor's Designated Location

Contract Documents		
	Applicable Y/N	Comments (if any)
Form of Agreement	Yes	
Letter of Amendment no. 01	NO	
General Conditions	Yes	
Special Conditions	NO	
Appendix "A"- "Compensation and Method of Application"	Yes	
Appendix "C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Bond or Parent Company Guarantee (where applicable)	NO	
Appendix "D"- "Scope of Work and Technical Specification" (Revised)	Yes	
Appendix "E" - "HSE-CR Guidelines (where applicable)	NO	
Appendix "F" Security Guidelines (where applicable)	Yes	
Appendix "L" - Logistics Guidelines (where applicable)	N/A	
Appendix "S" -Sub-Contracting Information"- List of Approved Subcontractors (where applicable)	NO	
Call off Order specimen	No	
Appendix "B"--Price Schedule/Price List" (where applicable)	NO	

Q



Any Other Documents	NO	
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The following contract information and documents are handed over from Procurement Dept. to Contract Holder on 17/04/2023

PRO representative

Buyer's Name & Signature

**Furqanullah Khan**



Team Leader's Name & Signature

**Khalil-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: 27/4/23

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
- Respect for Human Rights, as per Human Rights criticality defined in commodity code.

**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.
3. Above € 150,000 in case of Closed Contracts (Purchase Orders)

