



Blanket Order No: 5000020661

Eni Pakistan Limited

5th Floor, The Forum, G-20, Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan
PABX : (92-21) 3587 9951
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GENERAL INFORMATION			
Description:	Procurement of Cisco Equipment to replace EOL equipment running in Eni Pakistan Environment		
Contractor Name:	Arwen Tech (Pvt.) Limited	SAP code:	458323
Contractor Address:	48-F/B Block 6 P.E.C.H.S Shahrah e Faisal, Karachi-75400, Pakistan		
Buyer Name:	Muhammad Ali Iqbal		
Contract Manager Unit:	ICT Manager (PNI)		
Start Date	10-September-2021	End Date	09-September-2024

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES





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Object

CONTRACT No. 5000020661

Subject: Procurement of Cisco Equipment to replace EOL equipment running in Eni Pakistan Environment

FORM OF AGREEMENT

With reference to your proposal We, **Eni Pakistan Limited**, hereby award you, **Arwen Tech (Pvt.) 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:

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

and

CONTRACTOR:

Arwen Tech (Pvt.) Limited, a corporation existing under the laws of Pakistan and having its principal place of business at the following address:

Address:

48-F/B Block 6 P.E.C.H.S Shahrah e Faisal, Karachi-75400, Pakistan

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.

In addition, the PARTIES agree the following definitions:

CERTIFICATE OF DELIVERY means the certificate issued by COMPANY in accordance with Article "Delivery" stating the transfer of care custody control protection and/or preservation of the GOODS from CONTRACTOR to COMPANY.

DELIVERY DATE means the date set out in the applicable Schedule by which the GOODS or any part thereof shall be delivered, or made available for delivery by CONTRACTOR at the DELIVERY POINT.

DELIVERY LOT(S) shall mean all GOODS which have the same DELIVERY DATE.





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DELIVERY ORDER shall mean a COMPANY's written request to supply the GOODS, signed by COMPANY's REPRESENTATIVE.

DELIVERY POINT means the location notified by COMPANY to CONTRACTOR, where the CONTRACTOR shall deliver, or make available for delivery, the GOODS to COMPANY or any entity nominated by COMPANY.

2. SCOPE OF WORK

2.1. The scope of the CONTRACT is the supply by CONTRACTOR of the following GOODS:

2.1.1. Procurement of Cisco Equipment to replace EOL equipment running in Eni Pakistan Environment

2.2. On the basis that no minimum work commitment is guaranteed **hereunder**, the **GOODS** to be **supplied** shall be requested from time to time by **COMPANY** 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:

- This FORM OF AGREEMENT
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- General Terms and Conditions
- Call-Off Order

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 10th September 2021 (the "**EFFECTIVE DATE**") and shall remain in full force and effect until 9th September 2024 or until the expiry of the WARRANTY PERIOD or until CONTRACTOR has fulfilled all its obligations under the CONTRACT, whichever is later.

4.2. COMPANY may extend the CONTRACT for Twelve (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 – (Not Applicable)

6. COMPANY PROVIDED DOCUMENTATION

The PARTIES agree that "Company provided documentation" shall be under the relevant Article of the General Conditions.





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7. DELIVERY POINT

The DELIVERY POINT of GOODS shall be Korangi Warehouse located address as specified below:

Address of the Warehouse: Eni Pakistan Limited Karachi Transit Warehouse,

Plot No. 4 and 4-A, Near CBM, Ibrahim Hyderi, Korangi, Karachi

Contact Person: Mr. Yasir Saeed

Tel Nos. 021-35077232 & Cell No. 0333-4900289

8. DELIVERY

- 8.1. CONTRACTOR shall, within fifteen (15) days of the EFFECTIVE DATE, submit to COMPANY the shipping and delivery schedules in respect of the DELIVERY DATES of the GOODS. Within fifteen (15) days of receipt of the shipping and delivery schedules, COMPANY REPRESENTATIVES shall either approve the same or notify CONTRACTOR of changes required to obtain APPROVAL. In the latter event, CONTRACTOR shall promptly modify and re-submit the shipping and delivery schedules.
- 8.2. CONTRACTOR shall submit a fortnightly progress and look ahead report to COMPANY, which shall show the progress status and schedule of the supply of the GOODS and include such details as shall be specified by COMPANY.
- 8.3. CONTRACTOR shall notify COMPANY of the proposed DELIVERY DATE of GOODS together with a copy of the packing list including the weights and measures of each package, and the description of all articles and their quantities in each of the packages to be delivered on such date no later than two weeks prior to their delivery in accordance with the shipping and packing instructions set out in the applicable Appendix.
- 8.4. Subject to the completion of inspection, testing and packaging of the GOODS or part thereof in accordance with the CONTRACT to COMPANY's satisfaction, COMPANY shall issue the certificate (hereinafter "CERTIFICATE OF DELIVERY") in respect thereof and such GOODS shall be deemed delivered on the date appearing on such CERTIFICATE OF DELIVERY. The delivery of all such GOODS shall be recorded in writing by COMPANY and CONTRACTOR.
- 8.5. CONTRACTOR shall provide adequate protection, warehousing and maintenance of the GOODS throughout their storage period and shall arrange and manage the proper identification and administration of the GOODS until delivery in accordance with the CONTRACT.

9. SCHEDULE OF DELIVERY

CONTRACTOR shall supply the GOODS in accordance with the CALL-OFF ORDER.

10. SUBCONTRACTING – (Not Applicable)

11. INSPECTION AND TESTING

- 11.1. CONTRACTOR shall submit to COMPANY for APPROVAL, within 10 days of the EFFECTIVE DATE, a detailed inspection and test programme together with all related specimen test report forms, in accordance with the relevant Appendix/ices. Within 10 days of receipt of such detailed programme, COMPANY REPRESENTATIVE shall either approve the same or notify CONTRACTOR of changes required to obtain APPROVAL. In the latter event, CONTRACTOR shall promptly modify and re-submit the detailed inspection and test programme with the modifications required by COMPANY. If under APPLICABLE LAW the detailed inspection and test program is subject to approval by a government authority, or if participation of a governmental authority is required in any element of the detailed inspection and test program,



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COMPANY shall not be required to approve the program until such approval and/or agreement of the government authority to participate in such tests is obtained.

- 11.2. Notwithstanding par.1, CONTRACTOR shall permit COMPANY REPRESENTATIVE(S) and/or COMPANY GROUP's appointed personnel or inspector(s) and/or representatives of the proper regulatory bodies of the country of destination of the GOODS to conduct the requisite inspection and tests of the GOODS and/or equipment and/or materials, and to examine the GOODS and/or the equipment and/or materials at any time during the CONTRACT, and at any place (including any SUBCONTRACTOR's facilities involved in the manufacture of the GOODS or processing of the CONTRACT). The presence of COMPANY REPRESENTATIVE(S) or other personnel aforesaid shall not in any way relieve CONTRACTOR from full and exclusive responsibility for the supply of GOODS.
- 11.3. Where tests are required to be carried after the delivery of the GOODS by CONTRACTOR at the DELIVERY POINT, the CONTRACTOR shall provide 10 days notice to COMPANY when CONTRACTOR considers that the GOODS are ready for any inspection and testing. CONTRACTOR shall inspect and test such GOODS, and notify COMPANY in writing of any deficiency and CONTRACTOR shall replace such deficient GOODS and present them to the DELIVERY POINT, TAXES paid, free of charge to the COMPANY within a reasonable time, failing which COMPANY may provide such replacement services or items which shall be deemed to be GOODS, as appropriate, from the date of presentation to COMPANY thereof and the cost of which shall be borne by CONTRACTOR.
- 11.4. Where tests are required to be carried out prior to delivery and any of such inspections and/or tests show that any part of the GOODS do not comply with the requirements of the CONTRACT, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the inspection and/or tests until the defects have been put right and the defective item complies with this CONTRACT.
- 11.5. Where tests are required to be carried out prior to delivery, CONTRACTOR shall, at its sole cost, provide everything necessary for the proper performance of tests and inspections, including but not limited to:
 - a) all necessary testing equipment with related calibration systems, products, appliances and all temporary equipment and materials such as connecting piping, valves, cables, measurement and recording equipment and the like;
 - b) all associated workmanship, manpower and facilities;
 - c) all necessary utilities (with characteristics equivalent to those used at site when so specified in this CONTRACT); and
 - d) free access to COMPANY and its designated auditors and inspectors.
- 11.6. CONTRACTOR shall give COMPANY, and any government authority if required by APPLICABLE LAW, written notification of tests to be undertaken within the time limits specified in Schedule XX so that COMPANY and any required government authority may witness or have witnessed such tests.
- 11.7. CONTRACTOR shall ensure that COMPANY, and any government authority if required by APPLICABLE LAW, is aware at least 10 working days in advance of any provision of GOODS to be covered up or put out of view. Such operations shall not be made without COMPANY approval. In the event COMPANY has not provided its approval or comments within the above period of time, such provision of GOODS shall be deemed to have been approved at the expiry of such period.








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11.8. CONTRACTOR shall immediately report in writing to COMPANY, and any government authority if required by APPLICABLE LAW, the results of all inspections and tests. CONTRACTOR shall incorporate such results with all the related certificates in the relevant quality control dossier, which shall be kept available at any time for review by COMPANY REPRESENTATIVE.

11.9. At any time during the provision of the GOODS, COMPANY shall have the right to instruct CONTRACTOR to perform a re-examination of any part of the GOODS and CONTRACTOR shall re-inspect and/or re-test such parts of the GOODS as instructed by COMPANY, except where the GOODS are no longer reasonably accessible to be re-examined.

11.10. The carrying out of tests and inspections and the supply of test reports and material certificates under this Article shall in no way relieve CONTRACTOR of any other obligation under this CONTRACT.

12. CERTIFICATE OF CONFORMITY

CONTRACTOR guarantees the conformity of the GOODS to the requirements of the CONTRACT through the issuance of the "Certificate of Conformity" signed by its authorised officer.

13. PACKING

Subject to the provision of Article "Packing" of the General Conditions, the packing of the GOODS shall be in accordance with requirements specified in the applicable Schedule.

14. MARKING

The PARTIES agree that the GOODS shall be supplied with marking in accordance with the requisitions of the requirements specified in the applicable Schedule.

15. SPARE PARTS

CONTRACTOR shall include in the CONTRACT PRICE the cost of any spare parts to be used for the "Commissioning and Start-up" activities, if any. As regards any spare parts recommended for the first two years of operation, CONTRACTOR shall send to COMPANY a separate tender on or before the CONTRACT DELIVERY DATE(s). The provision of such spare parts may be covered by a separate contract.

16. COMPANY ITEMS – (Not Applicable)

17. INSURANCE

The Article "Insurance" of the General Conditions, the PARTIES agree that in addition to the insurance policies listed in the General Conditions, CONTRACTOR shall provide:

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

- a) an insurance, or another form of compensation, covering personal injury to, or death of, employees of the CONTRACTOR engaged in the performance of this CONTRACT to be maintained at a minimum value of PKR 200,000
- b) 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 to be maintained at the minimum value of PKR 20,000
- c) all further insurances as required by APPLICABLE LAW.

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.



3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs a), b) c) above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).
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. DEFECT LIABILITY

1. Within eighteen (18) months from the provisional acceptance certificate of the facility where the GOODS are installed or thirty six (36) months from the CERTIFICATE OF DELIVERY, whichever expires earlier (hereinafter the "WARRANTY PERIOD"), in addition to, and without prejudice to any rights and remedies that COMPANY may have under this CONTRACT or under APPLICABLE LAW, CONTRACTOR shall promptly, after receipt of notice from COMPANY: (i) correct, repair or replace, at COMPANY's option and to COMPANY's satisfaction, the GOODS or any part thereof deemed by COMPANY in its sole opinion to be defective and any other goods or services to which damage is caused arising from or as a consequence of the defect notified by COMPANY to CONTRACTOR referred to above, and (ii) provide all removal, transportation, return and reinstallation of such GOODS as COMPANY deems necessary, all at no cost to COMPANY.
2. If CONTRACTOR fails to meet its obligations pursuant to the paragraph 1 above within a reasonable time, COMPANY may decide either:
 - (a) to carry out, or engage others to carry out, the necessary work of correction, repair or replacement at CONTRACTOR's expense; or
 - (b) to determine and certify a reasonable deduction in the CONTRACT PRICE; or
 - (c) if the defect is such that COMPANY has been deprived of (i) substantially the whole of the GOODS or, (ii) a part of the GOODS for a substantial period of time, then COMPANY may terminate the CONTRACT and shall be entitled to recover all sums paid in respect of such part of the GOODS and any ancillary costs related thereto including the related costs borne by COMPANY GROUP.
3. CONTRACTOR shall warrant all corrected repaired and replaced GOODS since the date of COMPANY's acceptance of corrected, repaired or replaced GOODS in accordance with the CONTRACT for a period of twenty-four (24) months thereafter.

19. INVOICING

1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the sums set out in, and in accordance with, this CONTRACT.
2. In accordance with the provisions of Article "Invoicing" CONTRACTOR may send invoices within 30 days (specify applicable invoicing procedure)
3. The invoice(s) shall be sent to the following address:
 - Attention: Accounts Payable (Enipak.accounts.payable@eni.com)
 - Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)





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Queries on status of invoice may be sent to:

- Attention: The Accounting Manager
- Fax No.: +92 21 35838493

20. PAYMENT

Subject to the APPROVAL by COMPANY of CONTRACTOR's invoice, the invoice shall be paid within 60 days of receipt, in the currency PKR and in the bank account as mentioned:

- Bank Name: Habib Metro Bank Limited
- Address: Main Branch I. I. Chundrigar Road, Karachi, Pakistan.
- Account Title: Arwentech Private Limited
- Account No.: 20311-714-421921
- Swift Code: MPBLKKA001
- IBAN #: PK76MPBL0101027140421921

21. FINANCIAL SECURITY – (Not Applicable)

22. LIQUIDATED DAMAGES

The PARTIES agree:

1. Liquidated Damages for late delivery

- a) If CONTRACTOR fails to deliver the TECHNICAL DOCUMENTATION by the delivery date set forth in the applicable Schedule or any extension thereof, CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for such failure in delivery of each deliverable document the amount of:
 - 2.5% of value of goods or goods plus services with undelivered documentation per week of delay in delivery up to a maximum of 10%

for each week of delay, or pro rata thereof for periods of less than one (1) week, calculated from the applicable delivery date (including the actual date of completion). The PARTIES agree that this amount represents a genuine pre-estimate of COMPANY's loss per week in the event of such delay.

- b) If CONTRACTOR fails to deliver the GOODS (including FINAL DOCUMENTATION) by the DELIVERY DATE or any extension thereof, CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for such failure the amount of:

2.5% of CALL-OFF ORDER value per week of delay in delivery up to a maximum of 10%, or pro rata thereof for periods of less than one (1) week, calculated from the applicable DELIVERY DATE (including the actual date of completion). The PARTIES agree that this amount represents a genuine pre-estimate of COMPANY's loss per week in the event of such delay.

[Handwritten signatures]





2. The liquidated damages set out in this Article shall be the COMPANY's sole and exclusive financial remedy in the event CONTRACTOR fails to achieve the respective obligations for which these liquidated damages are applied in accordance with the CONTRACT, provided always that if the failure to achieve the relevant obligation persists once liquidated damages have reached the applicable maximum cap stated in this Article, COMPANY shall be entitled to terminate the CONTRACT for cause and shall be entitled to be reimbursed its reasonable and documented direct damages in connection with such termination in accordance with Article "Termination for cause" of the General Conditions.
3. Without prejudice to any other remedy available to COMPANY, COMPANY may determine and certify a reduction in the CONTRACT PRICE to offset the effects of any damage resulting from a delay in delivering the GOODS.
4. The times for delivery of the GOODS/TECHNICAL DOCUMENTATION/FINAL DOCUMENTATION may be changed only in accordance with and for reasons expressly specified in the CONTRACT, including:
 - event of FORCE MAJEURE, provided that notice of any cause of the event of FORCE MAJEURE shall be given to COMPANY as stated in Article "Force majeure" of the General Conditions;
 - any act of prevention attributable to COMPANY or to COMPANY's other contractors (excluding CONTRACTOR) or breach of CONTRACT by COMPANY;
 - any other case expressly provided for in the CONTRACT.

In all the cases specified in this paragraph, no liquidated damages shall apply.

COMPANY may, without prejudice to any other method of recovery, deduct the amount of any liquidated damages from any monies due, or which become due, to the CONTRACTOR.

23. COMPANY REPRESENTATIVE

With reference to Article "Representatives of the parties" of the General Conditions, COMPANY REPRESENTATIVE shall be:

CONTRACT HOLDER:

Taha Lateef (ICT Manager)
Email: Taha.lateef@eni.com
Tel no: 92-21-35879951

24. NOTICES

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

COMPANY:

- Attention: Salman Siddiqui
Networking, Service Desk, TLC Infrastructure Team Leader
Salman.Siddiqui@eni.com@eni.com
- Address: Eni Pakistan Limited
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)



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CONTRACTOR:

- Attention: Mr. Mohsin Ghani
- Address: Office No. 48-F/B Block 6, P.E.C.H.S Shahrah-e-faisal,
Karachi-75400
- Tel. No.: (92-21) 111-37-37-37

25. REPRESENTATIVES OF THE PARTIES

a. COMPANY hereby appoints as its Representative:

- i. COMPANY REPRESENTATIVE: Taha Lateef (ICT Manager)
Email: Taha.lateef@eni.com
Telephone: 92-21-35879951
- ii. CONTRACT ADMINISTRATOR: Salman Siddiqui (Team Leader)
Email: Salman.Siddiqui@eni.com@eni.com
Telephone: 92-21-35879951

b. CONTRACTOR hereby appoints as its Representative:

- i. CONTRACTOR REPRESENTATIVE: Mohsin Ghani
Email: mohsin.ghani@arwentech.com
M: +92 321 2888979

26. SURVIVORSHIP

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

- 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

shall survive any expiration, cancellation or termination of this CONTRACT or completion of the provision of GOODS.



(Handwritten signature)



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IN WITNESS whereof:

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

For and on behalf of **COMPANY**

Signature

For and on behalf of **CONTRACTOR**

Signature

Name

Name

Title

PAOLO GIRAUDI
MANAGING DIRECTOR

Title

Corporate Sales Account Manager

Date

8 - Sep - 2021

Date

9 - Sep - 2021





APPENDIX A Compensation Scheme and Method of Application

1. GENERAL

- 1.1. For the due and proper performance and the full supply of the GOODS 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 supply of the GOODS 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 60 days.
- 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 GOODS 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 supply of the GOODS.
- 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



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by the fiscal laws and/or Bilateral Treaties. No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes.

- All financial charges on capital employed.
- All costs for full compliance with APPLICABLE LAW.
- 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.
- All costs for offshore survival for CONTRACTOR PERSONNEL and other technical trainings, as applicable.
- CONTRACTOR's overheads, commercial commissions and profit.
- Any other costs arising directly or indirectly for the supply of the GOODS.

3. COMPENSATION SCHEME

The compensation scheme is as follows:

S. No.	Category	Part Number	Description	Unit Price (USD)
1	Router	ISR4321-SEC/K9	Cisco ISR 4321 (3GE,6NIM,2SM,8G FLASH,4G DRAM)	2,705.64
2	Router	ISR 4351-SEC/K9	Cisco ISR 4351 (3GE,6NIM,2SM,8G FLASH,4G DRAM)	9,458.14
3	Distribution Switch	C9200-48T-A	48 Port Distribution Switch	7,554.98
4	Distribution Switch	C9300-48T-A	48 Port Distribution Switch	12,478.24
5	Switch	NIM-4MFT-T1/E1=	4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	3,428.22
6	Switch	C9407R	Cisco Core Switch Catalyst 9400 Series	51,824.54
7	Distribution Switch	C9300-24T-A	24 Port Distribution Switch	8,873.47
8	Video Conferencing	CS-ROOM55-K9	Cisco Webex Room kit	23,520.31
9	Video Conferencing	CP-DX80-K9=	Cisco Webex DX80	7,546.88
10	Firewall	ASA5508-X-FPWR-BUN	Firepower ASA 5508 NGFW	4,825.75



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11	Firewall	FPR2110-BUN	Next Generation FTD Firewall 2110	12,522.32
12	Router	ISR4451-X-SEC/K9	Cisco ISR 4321 (34GE,6NIM,2SM,8G FLASH,4G DRAM)	19,217.50
13	Threat Analytics	L-LC-FPS-1K	Cisco Stealth watch with 1000 flows/sec license	15,547.06

Apart from the above prices, the following price mechanism shall be applied to procure any item apart from the S.No. 1 to S.No. 13 as mentioned below:

Equipment Gross Value = General Price List - (GPL x Offered Discount %) + Duties

Final Quote = Equipment Gross Value + Bidder's/Partner's Margin

S. No.	Category	Offered Discount	Partner Margin
1	Router	55%	10%
2	Distribution Switch	55%	10%
3	Switch	55%	10%
4	Distribution Switch	55%	10%
5	Video Conferencing	55%	10%
6	Firewall	55%	10%
7	Threat Analytics	55%	10%

Note: The above mentioned offered discount and CONTRACTOR's Margin shall remain fixed for the entire duration of the contract.

4. NOTES:

1. Mode of Delivery: DDP Karachi (GOODS shall be delivered to COMPANY's premises at the Korangi refer to article 7 of Form of Agreement).
2. Payment Terms & Conditions: Net 60 Days from original payment Invoice Receipt date to COMPANY's Finance Department.



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3. Liquidated Damages: In case of delay in delivery of GOODS CONTRACTOR/SUPPLIER shall pay L.D. minimum 2.5% per week (seven calendar days) of total call-Off value up to a maximum 10% of total call-off order value.
4. Delivery Timeline: Lead time for standard equipment will be eight (8) to ten (10) weeks and lead time for all K9 and security products will be ten (10) to twelve (12) weeks. (Refer to article 6.5)



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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".

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".



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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 GOODS 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 GOODS;
- 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".

DELIVERY ORDER/ CALL-OFF ORDER

means a COMPANY's written request to provide the GOODS.

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 GOODS, 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





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strikes (excluding those limited to CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, land slides, 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.

GOODS

means the equipment, machinery, materials and/or supplies, and/or any part thereof, to be provided directly or indirectly by CONTRACTOR in accordance with the CONTRACT.

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 GOODS are being provided.

PARTY

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

PROJECT

the project where COMPANY is involved as better specified in the FORM OF AGREEMENT

SUBCONTRACTOR





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means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any such part of the GOODS 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 GOODS 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 provision of GOODS 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 the delivery date specified in the [(CALL-OFF/DELIVERY ORDER)¹/CONTRACT²] or (ii) which (in the CONTRACTOR's opinion) will, if adopted, (a) accelerate completion, (b) reduce the cost to the COMPANY of obtaining the provision of GOODS, (c) improve the efficiency or value to the COMPANY of the completed provision of GOODS, 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 delivery date specified in the [(CALL-OFF/DELIVERY ORDER)³/CONTRACT⁴], if any, or (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 delivery date specified in the [(CALL-OFF/DELIVERY ORDER)⁵/CONTRACT⁶], 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 delivery date specified in the [(CALL-OFF/DELIVERY ORDER)⁷/CONTRACT⁸] 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 provision of GOODS and arrange for such provision to be executed by others. In such event, CONTRACTOR shall be entitled to the payment of that portion of the CONTRACT PRICE for the provision of GOODS 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 provision of GOODS 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

¹ For Blanket Order

² For Purchase Order

³ For Blanket Order

⁴ For Purchase Order

⁵ For Blanket Order

⁶ For Purchase Order

⁷ For Blanket Order

⁸ For Purchase Order





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 provision of GOODS 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 provision of GOODS, unless otherwise notified by COMPANY.
8. No change to the CONTRACT PRICE or delivery date specified in the [(CALL-OFF/DELIVERY ORDER)⁹/CONTRACT¹⁰] shall be permitted on account of additional work required to remedy defects, to correct errors, acts or omissions attributable to CONTRACTOR or GOODS 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 GOODS 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 provision of the GOODS 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 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.

⁹ For Blanket Order

¹⁰ For Purchase Order





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

- a. CONTRACTOR represents and warrants that it has reviewed and understood a) Eni's Statement on respect for human rights and b) Eni's Slavery and Human Trafficking Statement, available on the website www.eni.com, and that it operates in line with the principles contained therein.
- b. CONTRACTOR represents and warrants that it complies with APPLICABLE LAW and international best practices and guidelines aimed at preventing and contrasting violations of human rights, including among others the a) United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for multinational enterprises, b) the ILO Declaration on fundamental principles and rights at work, c) the US Global Magnitsky Act and related





executive orders and d) the Council Regulation (EU) 2020/1998 of 7 December 2020 concerning restrictive measures against serious human rights violations and abuses.

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

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 GOODS 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 GOODS 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".

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 GOODS 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 GOODS 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. 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;
 - 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 in 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.

8. 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.

9. 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 GOODS 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 GOODS.
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 GOODS 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 GOODS 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:

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- a. by the use by COMPANY of GOODS in combination with goods and/or services not supplied by the CONTRACTOR, provided such use is not set in the CONTRACT;
- b. when the GOODS 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 GOODS;
- d. where the use by COMPANY of the GOODS does not correspond to the CONTRACTOR'S standards and specifications provided under the CONTRACT.

10. Contractor personnel

1. CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL required for the provision of the GOODS 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 GOODS 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 GOODS.
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 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 GOODS 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 GOODS 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 GOODS 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.

11. 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 GOODS 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 GOODS 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 GOODS shall not be started without the requisite approvals, permits, authorizations, licenses and clearances being obtained from the relevant authorities.

12. Independent contractor

1. CONTRACTOR shall be an independent CONTRACTOR with respect to the provision of the GOODS 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 GOODS hereunder.
2. COMPANY shall have no direction or control of CONTRACTOR PERSONNEL. The GOODS 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 GOODS 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-venturers.

13. 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 GOODS and the events affecting the provision of the GOODS. CONTRACTOR shall make available to COMPANY





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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 GOODS 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 GOODS 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 GOODS 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 GOODS and shall, if so requested, use its reasonable efforts to cancel all existing commitments upon terms satisfactory to COMPANY and shall thereafter (provide¹¹) only such portion of the GOODS as may be necessary to preserve and protect the part of the GOODS being provided and to protect COMPANY's property located on site or in transit thereto¹².

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 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 GOODS provided in accordance with the CONTRACT up to the date of termination, evaluated at the rates and prices provided for in the CONTRACT, and the duly documented cost of any goods already purchased by CONTRACTOR and¹³ any unbreakable commitments made in good faith by CONTRACTOR and authorised by COMPANY for services or materials required for the provision of the GOODS and reasonable documented demobilisation expenses to be agreed between the PARTIES¹⁴.

3.3. Upon such termination, title to and possession of all work, incorporated or to be incorporated in, or deliverable documents related to, the GOODS 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 GOODS 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

¹¹ In case performance outside company premises

¹² In case performance at company premises

¹³ In case performance at company premises

¹⁴ In case performance at company premises





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 GOODS 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 GOODS 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 GOODS, 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 GOODS 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 GOODS;
- 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 GOODS 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 GOODS 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 GOODS 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 GOODS affected by the suspension and continue to provide the other parts of the GOODS.
- 6.2. CONTRACTOR shall promptly resume provision of the GOODS upon written notice from COMPANY.
- 6.3. Where COMPANY suspends the provision of the GOODS 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 GOODS, 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.

19. 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, 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.

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20. Taxes

1. Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. COMPANY shall withhold from any payment to CONTRACTOR such sums that represent any TAXES that COMPANY is obliged to withhold in accordance with APPLICABLE LAW. COMPANY shall settle such TAXES with the appropriate authorities in accordance with APPLICABLE LAW and shall provide CONTRACTOR upon its request with proof of such settlement. In the event that CONTRACTOR is eligible for any reduced rate of withholding tax, CONTRACTOR will provide COMPANY with appropriate documentation required under APPLICABLE LAW to justify such reduced rate before any payment is made under this CONTRACT. In the absence of such





documentation the full rate of withholding tax will apply. 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 and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.

9. "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.
10. All charges provided under this CONTRACT are exclusive of VAT and, to the extent that VAT is chargeable at the rate required under APPLICABLE LAW, 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.
11. 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.

21. 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 GOODS 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.





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AREA OF OPERATIONS (For performance at company premises)

22. 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 GOODS are to be supplied and eventual services under the CONTRACT are to be rendered 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 the correct interpretation of any data provided by COMPANY.

EXECUTION OF THE SUPPLY OF GOODS

23. [(Delivery Order/Call-Off Order)¹⁵/CONTRACT¹⁶]

1. The provision of any GOODS under the CONTRACT will be requested in writing by COMPANY to CONTRACTOR with a [(CALL-OFF/DELIVERY ORDER)¹⁷/CONTRACT¹⁸] signed by a person authorized to do so by COMPANY, which shall be the only document which formally authorizes CONTRACTOR to provide any one of the GOODS.
2. The [(CALL-OFF/DELIVERY ORDER)¹⁹/CONTRACT²⁰] shall quote the CONTRACT reference number and specify the type, quantity, delivery date and ultimate destination of the GOODS and any other relevant information, as well as all reference documents and specifications for the provision of the GOODS and shall state any additional HSE-CR and Quality requirements to be met.

24. Company provided documentation

1. The technical documents to be provided by COMPANY to CONTRACTOR under the CONTRACT are listed in the CONTRACT, if any.
2. If during the development of COMPANY's technical documents, CONTRACTOR finds any anomalies affecting the operational efficiency of the GOODS, or part thereof, CONTRACTOR shall so notify COMPANY forthwith proposing the modifications, alterations or changes to be made. In compliance with Article "Variations", CONTRACTOR shall not make the aforesaid modifications, alterations or changes without COMPANY's APPROVAL.

25. Contractor provided documentation

1. CONTRACTOR shall send all TECHNICAL DOCUMENTATION to COMPANY for approval, as stated in the CONTRACT. Deadlines for forwarding to and APPROVAL by COMPANY of TECHNICAL DOCUMENTATION are set out in the CONTRACT. All TECHNICAL DOCUMENTATION, including any drawings, calculations and/or reports, shall be signed by CONTRACTOR's authorized officer. Examination of TECHNICAL DOCUMENTATION in order to check that it conforms with the CONTRACT Specifications, and any subsequent APPROVAL by COMPANY shall not relieve CONTRACTOR from its responsibility for the proper supply of the GOODS hereunder nor for

¹⁵ For Blanket Order

¹⁶ For Purchase Order

¹⁷ For Blanket Order

¹⁸ For Purchase Order

¹⁹ For Blanket Order

²⁰ For Purchase Order





any defects or failures due to errors in design, defective materials or workmanship or unsuitability or insufficiency of the GOODS.

2. All TECHNICAL DOCUMENTATION developed by CONTRACTOR will become effective when APPROVED by COMPANY. If in COMPANY's opinion CONTRACTOR's drawings, calculations and reports are insufficient or inadequate, COMPANY shall have the right to direct CONTRACTOR to revise said TECHNICAL DOCUMENTATION, in whole or in part. Such revision of TECHNICAL DOCUMENTATION shall not entitle CONTRACTOR to any additional payment or extension(s) of time. CONTRACTOR shall revise the TECHNICAL DOCUMENTATION by deadline agreed with COMPANY. Any delay in providing of or revision to TECHNICAL DOCUMENTATION to COMPANY, shall not entitle the CONTRACTOR to delay any delivery date established under the CONTRACT and may lead to the termination of the CONTRACT pursuant to Article "Contract duration and termination" herein. For the purpose of calculating any period(s) of delay, the postmark or the date(s) of any communications exchanged between the PARTIES shall be considered. Once approved by COMPANY, TECHNICAL DOCUMENTATION provided by CONTRACTOR shall form an integral part of the CONTRACT. CONTRACTOR shall not change, modify or alter TECHNICAL DOCUMENTATION, in whole or in part, without COMPANY's previous consent.
3. The CONTRACT shall not be deemed performed until all TECHNICAL DOCUMENTATION required by the CONTRACT have passed into the physical possession of COMPANY.

26. Goods held in store

1. At CONTRACTOR's base
 - a. In the event COMPANY is unable to accept delivery of the GOODS, on any delivery date established under the CONTRACT, CONTRACTOR shall hold the GOODS in store, until COMPANY advises otherwise;
 - b. COMPANY reserves the right to check that CONTRACTOR'S registers, listing the GOODS held in store, are properly kept, stamped and certified;
 - c. The GOODS shall be stored at CONTRACTOR's base separately from CONTRACTOR'S materials. CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of the GOODS throughout the storage period. The risk of loss or damage in respect of such GOODS shall remain with the CONTRACTOR until such GOODS have been deemed delivered to COMPANY in accordance with the CONTRACT.
2. At COMPANY's site

CONTRACTOR shall advise recommended storage, preservation and maintenance procedure in the event that the GOODS are stored at site prior to installation. This should include everything necessary to maintain the GOODS in a condition such that the guarantee requirements of the CONTRACT shall remain valid.

27. Spare parts

1. Unless specifically stated otherwise in the CONTRACT, the cost of any spare parts to be used for the "Commissioning and start-up" activities shall be included in the CONTRACT PRICE.
2. CONTRACTOR shall issue the final recommended spare part list for two (2) years of operation within the term indicated in the CONTRACT; prices shall be valid for at least twenty four (24) months from the date of the CONTRACT.
3. CONTRACTOR guarantees the delivery of spare parts within the term(s) specified in the CONTRACT.
4. Failure to comply with such requirements shall entitle COMPANY to ask CONTRACTOR the liquidated damages as stated in the CONTRACT.





28. Packing

1. Subject to the relevant provisions of the CONTRACT, packing shall be suitable for transport, loading and unloading operations.
2. As a general rule, packing shall be weather-resistant and suitable for the risks normally associated with the transportation employed.
3. Any movable parts shall be properly fastened so as to prevent loss or damage during transit or during the loading and unloading operations. The pertinent costs shall be included in the CONTRACT PRICE.
4. Without prejudice to CONTRACTOR's responsibility for any damage arising out of or resulting from the provision of unsuitable packing, COMPANY reserves the right, prior to shipping the GOODS, to satisfy itself as to the suitability and fitness of packing.

29. Interchangeability of spare parts

CONTRACTOR warrants that the spare parts, if any, are original, free from defects and interchangeable. Thus, CONTRACTOR shall promptly replace, at its expense, any spare parts that do not meet the above requirements.

30. Risk and title to documents, goods, equipment/materials

1. Title to the CONTRACTOR' equipment and/or materials shall remain with CONTRACTOR at all times.
2. Regardless of whether COMPANY has rendered payment with respect to GOODS, title to all GOODS shall pass to COMPANY immediately upon purchase or other acquisition of GOODS by CONTRACTOR. CONTRACTOR shall ensure that the passage of such title to COMPANY is properly documented under APPLICABLE LAW and that no legitimate or successful claim may be advanced by any member of CONTRACTOR GROUP or by any other person alleging the right to title to any GOODS. Notwithstanding, CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of, and shall bear the risk of loss or damage to, the GOODS until the GOODS have been deemed delivered to COMPANY in accordance with the CONTRACT.
3. CONTRACTOR shall identify (by marking or any other relevant means of identification) any and all elements of COMPANY property stored or located in premises owned, leased or controlled by CONTRACTOR and shall store such items separately, mark or stamp them with COMPANY'S name, this CONTRACT reference and any other identification markings required under this CONTRACT.
4. Title to, and all INTELLECTUAL PROPERTY RIGHTS in, the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations) developed or arising during the supply of GOODS and in connection with the equipment supplied or purchased from funds provided by COMPANY, shall belong to COMPANY immediately upon creation and COMPANY shall have full access thereto and use thereof and such TECHNICAL DOCUMENTATION, FINAL DOCUMENTATION and other technical information shall be delivered to COMPANY in accordance with this CONTRACT or immediately upon request.
5. CONTRACTOR hereby vests and agrees to vest in COMPANY, and shall obtain the agreement of any of its agents or SUBCONTRACTORS to vest in COMPANY, all title relating to GOODS and INTELLECTUAL PROPERTY RIGHTS, the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications,





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electronically recorded and stored data, computer programs and calculations) developed or arising during the CONTRACT and in connection with the performance thereof including the results thereof, and at COMPANY's request shall execute all necessary documents, produce all necessary evidence and do all other things to procure to COMPANY such ownership.

TEST AND ACCEPTANCE OF THE GOODS

31. Inspection and testing

1. CONTRACTOR shall permit COMPANY's REPRESENTATIVE(S) or inspector(s) to conduct the requisite inspection and tests of the GOODS and/or equipment and/or materials, and to examine the GOODS and/or the equipment and/or materials (i) according to the detailed inspection and test programme as agreed under the CONTRACT and/or (ii) at any time during the CONTRACT and at any place. The presence of COMPANY's REPRESENTATIVE(S) shall not in any way relieve CONTRACTOR from full and exclusive responsibility for the supply of GOODS.
2. During the inspection visits, CONTRACTOR shall afford the necessary assistance, and supply the necessary documentation, to COMPANY's inspectors and/or the representatives of the proper regulatory bodies of the country(ies) of destination of the GOODS.
3. If any inspections and/or tests show that any part of the GOODS do not comply with the requirements of the CONTRACT, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the inspection and/or tests until the GOODS are fully in compliance with the requirements of the CONTRACT.
4. The carrying out of such tests and inspections and the supply of necessary documentation shall in no way relieve CONTRACTOR of any obligation or liability under this CONTRACT or constitute a waiver by COMPANY of any obligation or liability or of any rights of COMPANY.
5. CONTRACTOR shall provide all labour, materials, facilities and equipment for such inspections and tests and all costs related thereto shall be deemed included in the CONTRACT PRICE.

ECONOMIC SECTION

32. Contract price

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".

1. 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.
2. 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.
3. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the GOODS 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





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and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

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

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.

3. 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.
4. The invoices shall be sent to the COMPANY's address specified in the FORM OF AGREEMENT.

34. 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, to CONTRACTOR's designated bank account, details of which are set out in the FORM OF AGREEMENT, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country of the provision of the GOODS 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





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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.

HEALTH, SAFETY AND ENVIRONMENT

35. 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 GOODS and shall not, under any circumstances, cause or permit, in connection with the provision of GOODS, the discharge, emission or release of any 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.
4. Failure by CONTRACTOR to comply with the requirements of this Article shall entitle COMPANY to:
 - a) terminate the CONTRACT for material breach;
 - b) discontinue, in whole or in part, the provision of GOODS charging CONTRACTOR with any extra costs to COMPANY resulting therefrom.

A blue circular stamp with a faint signature over it, positioned next to two handwritten signatures.



COMMUNICATIONS AND CONTRACT MANAGEMENT

36. 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.

37. 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.
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

38. 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;
 - 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 GOODS 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 GOODS with all skill and care utilising sound engineering practices;
- k. CONTRACTOR shall provide the GOODS 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 GOODS is adequate, suitable and fit for the purpose of this CONTRACT;
- p. CONTRACTOR shall co-ordinate and properly execute the provision of GOODS 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 GOODS 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 GOODS;
- u. CONTRACTOR shall obtain from its SUBCONTRACTORS for assignment to COMPANY the best possible warranties and guarantees with respect to the provision of GOODS 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;
- v. CONTRACTOR shall procure, supply, expedite, inspect, transport, store and use GOODS in accordance with this CONTRACT;
- w. the GOODS shall be capable of being integrated with other items into which it is intended such GOODS shall be attached and shall operate in accordance with the CONTRACT having been so integrated.

39. 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;
 - (b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP;
 - (c) (except for damage to GOODS, to which Article 5 applies) loss of, or damage to, the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, protection and/or preservation of any member of CONTRACTOR GROUP;
 - (d) (except for damage to GOODS, to which Article 5 applies) loss of, or damage to, the property owned, hired or leased of any member of COMPANY GROUP, arising out of defects or deficiencies in the GOODS;
- 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), 1(d) of this Article, loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 3. Subject to paragraphs 6 and 7 of this Article, CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED





COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY, caused by any member of CONTRACTOR GROUP and/or arising out of defects and/or deficiencies in the GOODS.

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

- (a) any payment demanded by any authority, which payment is not otherwise expressly reimbursable under this CONTRACT, and which is in satisfaction of any claim, demand, loss, cause of action, liability or expense of CONTRACTOR;
- (b) any claim brought against any member of COMPANY GROUP by any member of CONTRACTOR GROUP (other than CONTRACTOR);
- (c) debts or claims due from CONTRACTOR GROUP;
- (d) any failure to bring to COMPANY's attention forthwith any matter which, in the opinion of CONTRACTOR, appears to be an error or omission in or violation of this CONTRACT or conflicts with APPLICABLE LAW.

5. CONTRACTOR shall be responsible for the care, custody, control, protection and/or preservation of the GOODS from the EFFECTIVE DATE until the issuance of certificate of delivery (or provisional acceptance certificate, where applicable) in accordance with the CONTRACT.

CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of any loss and/or damage:

- (a) to GOODS until the issuance of certificate of delivery (or provisional acceptance certificate, where applicable) of GOODS in accordance with the CONTRACT;
- (b) to GOODS caused by CONTRACTOR GROUP after issuance of certificate of delivery (or provisional acceptance certificate, where applicable) of GOODS in accordance with the CONTRACT;
- (c) to GOODS resulting and/or arising from any defect in the GOODS prior to the issuance of certificate of delivery (or provisional acceptance certificate, where applicable); any damage to GOODS resulting and/or arising from any defect in the GOODS from issuance of certificate of delivery (or provisional acceptance certificate, where applicable) to final acceptance certificate.

In the event of such loss, damage or defect, CONTRACTOR shall, at CONTRACTOR's sole expense, if instructed by COMPANY, reconstruct, repair or replace the same.

6. Subject to paragraph 1 of this Article, COMPANY shall be liable for and shall defend, indemnify, and hold harmless the CONTRACTOR GROUP from and against any INDEMNIFIED COSTS of whatsoever nature arising from pollution and or contamination emanating from (i) the reservoir and/or (ii) any property of any member of COMPANY GROUP except when under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP.

7. Subject to paragraph 2 of this Article, CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any INDEMNIFIED COSTS of whatsoever nature arising from pollution and/or contamination occurring or originating (i) from the properties or premises of any member of CONTRACTOR GROUP, or (ii) the GOODS, or (iii) from any other property of COMPANY GROUP under the care, custody, control, protection and/or preservation of, any member of CONTRACTOR GROUP (including any transportation vehicle or marine vessel).

8. CONTRACTOR shall be responsible for (i) removal and, when appropriate, marking and lighting of any wreck or debris arising from or relating to the supply of GOODS or the property (including any transportation vehicle or marine vessel), or any part thereof provided by the





CONTRACTOR GROUP in relation to this CONTRACT, and/or (ii) proper control, removal, transportation and disposal of or otherwise management of waste (including hazardous waste) under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP or arising from the performance of the CONTRACT and CONTRACTOR shall defend, indemnify and hold harmless COMPANY GROUP in respect of all INDEMNIFIED COSTS arising out of, or relating to, the foregoing.

9. Without prejudice to the provisions of this Article, CONTRACTOR shall be liable for and defend, indemnify and hold harmless COMPANY GROUP against any INDEMNIFIED COSTS of whatsoever nature arising from liens, attachments or claims by any person in connection with or arising out of the performance of this CONTRACT and COMPANY may withhold or deduct the amount arising out of such lien, attachment or claim from any payment due to CONTRACTOR or recover such sum as a debt.
10. CONTRACTOR shall, at CONTRACTOR's cost, be liable for and shall defend, indemnify and hold harmless COMPANY GROUP against any and all INDEMNIFIED COSTS in respect of or arising out of any matter set out in relation to liabilities which CONTRACTOR has assumed under the CONTRACT. Notwithstanding, COMPANY shall at all times have the right to be represented by its own counsel and to participate in the defence of any action relating to such infringement in which it may be a defendant or may give instructions to CONTRACTOR. Where CONTRACTOR fails to carry out any action required by COMPANY in relation to the foregoing, COMPANY may take any such action on its own behalf and shall be entitled to full reimbursement for any resulting costs from CONTRACTOR. Should CONTRACTOR be prevented from supplying any part of the GOODS hereunder by reason of legal proceedings based upon such claim, COMPANY shall be relieved of its obligation to make payment for such part of the supply of GOODS not performed as a result thereof. Without prejudice to the foregoing, COMPANY shall have the right to instruct CONTRACTOR to refrain from taking any action under this paragraph 11 and in such case CONTRACTOR shall only be liable to COMPANY for the actual amount of the claim to be demonstrated by CONTRACTOR and legal costs incurred by COMPANY, unless the CONTRACTOR demonstrates that the CONTRACTOR GROUP were not responsible (directly or indirectly) for such matter.
11. All exclusions and indemnities given under this Article "Liabilities and Indemnities" shall apply irrespective of cause, except as otherwise stated in this Article "Liabilities and Indemnities", and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified PARTY or any other entity or party and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILFUL MISCONDUCT or fraud.
12. Notwithstanding any provision to the contrary elsewhere in the CONTRACT and except to the extent of any agreed (i) liquidated damages, (ii) any predetermined termination fees and/or (iii) interests for late payment provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS of any member of CONTRACTOR GROUP, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS of any member of COMPANY GROUP and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.





40. 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;
 - c. General Third Party Liability Insurance covering 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. If the performance of the CONTRACT requires the use of any vessel, craft or floating equipment that is owned, leased or chartered by CONTRACTOR GROUP:
 - i. Marine Hull and Machinery insurance, including war risk coverage and, to the extent not provided in the present Article, collision liability in an amount not less than the full value of each of such vessels, craft, or floating equipment;
 - ii. Full P&I entry, including wreck and debris removal and oil pollution removal, stipulated with a member of the International Group of P&I Clubs including P&I war, strikes and related risks. The P&I cover shall provide:
 - Comprehensive liability insurance against accident and/or death of the Master, officers and crew and THIRD PARTIES;
 - the maximum limits of cover for pollution liability available from the Club at each renewal of the P&I Cover and in any case for an amount not less than United States Dollars One Billion (US\$1,000,000,000.00) for any one occurrence;
 - Wreck and debris removal;
 - Contractual liabilities extension for an amount not less than United States Dollars Two Hundred and Fifty Million (US\$250,000,000.00) for any one occurrence;

If the performance of the CONTRACT requires the use of any minor vessel, craft or floating equipment including but not limited to, Platform Supply Vessel, Anchor Handling





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Tug Supply Vessel that is owned, leased or chartered by CONTRACTOR GROUP, Article e(ii) above shall not apply but CONTRACTOR shall procure marine liability insurance, including wreck and debris removal and oil pollution removal, for an amount not less than United States Dollars Twenty Five Million (US\$25,000,000,00) for any one occurrence

- f. If the performance of the CONTRACT requires CONTRACTOR GROUP to use or supply aircrafts, Aircraft liability insurance covering all contemplated uses of such aircraft, including passenger liability, in an amount not less than United States Dollars Fifty Million (US\$50,000,000.00) for any one occurrence;
 - g. 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 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 certificate s 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. 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.

41. Liquidated damages

1. All amounts of liquidated damages set out in the (FORM OF AGREEMENT/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.

42. 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.





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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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Attachments:

Appendix D Scope of Work and Technical Specifications

Refer to the attached Scope of Work and Technical Specifications.

Appendix E HSE-CR Guidelines

Refer to the attached HSE-CR Guidelines

Appendix F OHMS Guidelines

Refer to the attached OHHMS Guidelines

Appendix G Security Guidelines

Refer to the attached Security Guidelines

Company Policies and Manuals

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

The documents from point 1 to 4 are retrievable at the following websites:

<https://eprocurement.eni.it> (section Suppliers>Tender>Company Policies & Models).



