

Annex B - List of Handover Documents**CONTRACT HANDOVER FORM
New Contract**

FROM	PROCUREMENT Dept. (PCP)
TO:	Salman Siddiqui ICT Manager
CC:	-

SECTION 1**HANDOVER MEETING (if applicable)****NA****Note: Significant Notes from Handover meeting needs to be mentioned)**

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

Handover Meeting date : (dd.mm.yyyy)
PCP Representative : (name, surname, signature)
CH/CA Representative : (name, surname, signature)
HSE Representative : (name, surname, signature)

SECTION 2

Contract No. (specify if its Amendment)	5000030044
Scope of Work	Maintenance & Support of REP software which includes 1 network license that is required for next three years starting from 1st July 2023 till 30th June 2026 to ensure continuity of services offered to Sub-Surface department.
Contractor Name (in full)	Logicom E&P Limited
Contractor Representative contact details	Mr. Joe Pumphrey Designation: Director Mobile: +44 (0)7854 373540 Email: joe.pumphrey@logicomep.com
Contract Value (in contract currency and equivalent USD, with concession wise breakdown if any)	Total ACV: USD 30,000
Start Date	1-Jul-2023
End Date	30-Jun-2026
Optional Extension provision (if any)	3 Years firm + 1 + 1 + 1
Contract Type	SERVICES
Insurance Requirements (Provide the list of applicable insurances and coverages)	NA

Compensation Scheme (Explain Lump Sum, Price List, reimbursable, cost+ fee, discounts, volume discounts, if any)	1.The Payment of License shall be made in advance. 2. The Payment for S& M Charges for Three years from 1 st July 2023 till 30 th June 2026 shall be paid in advance.
SAP structure (line items) Itemized Y/N/NA, availability of open line Y/N/NA	NA
Payment Terms	As per above Compensation Scheme
Penalties, / Liquidated damages (Explain thresholds and applicability)	NA







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HSE Requirements	NA
Respect for Human Rights (To specify Human Rights criticality as per Commodity Code)	NA
Subcontracting	NA
Delivery Terms	NA
Concession	Branch

Contract Documents	Applicable Yes/No/NA	Comments (if any)
Letter of Award (CONTRACT)	Yes	
Letter of Amendment-04	NA	
General Terms & Conditions	NA	
Appendix-A - Compensation and Method of Application	Yes	
Appendix-C Financial Guarantees - Specimen copy/ies of Advance Payment Bank Guarantee, Performance Guarantee or Parent Company Guarantee (as applicable)	NA	
Appendix-D - Scope of Work and Technical Specifications	Yes	
Appendix-E - HSE Guidelines (as applicable)	NA	
Appendix-F - OHHMS Guidelines (as applicable)	NA	
Appendix-G - Security-CR Guidelines (as applicable)	NA	
Appendix-L - Logistics Guidelines (as applicable)	NA	
Appendix-S - Sub-Contracting Information -List of Approved Subcontractors (as applicable)	NA	
Call off Order specimen	NA	
Appendix-B - Price Schedule/Price List (as applicable)	NA	
Any Other Documents		

The following Contract information and documents are handed over from Procurement Dept. to Contract Holder and to HSE on 18/09/2023

Sr. C&P Officer	Furqanullah Khan	
Team Leader	Khaliq ur Rehman	
C&P Manager	Alim ur Rehman	
HSE Representative		


Contract Holder Roles and Responsibilities:

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

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

Contract Holder / Contract Admn. (Name with Designation)	Signature	Date
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		16/10/22
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General:

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

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

- Conduct the evaluation of Contractor management practices and deliverables.
- Maintain an effective working relationship with the Contractor to facilitate the efficient execution of the Contract.
- Continually review Contracts regarding their effectiveness and in case of ongoing activities continually review to ensure that present service is in line with that originally contemplated.
- Coordinate the verification of the required documentation and the issue of subcontractor's authorization or subcontractor activation approval, in case of Subcontracts already approved in the Contract.
 - Check if activities being subcontracted are listed in Contract among those that can be subcontracted.
 - Maximum limit of subcontract able activities has not been exceeded.
 - There are no multi-tier subcontracts, unless specifically permitted by the Contract.
 - Subcontractor is not listed in the Reference lists.
 - Subcontractor suitability with regard to the non-existence of any prohibitions/infiltrations attempts by mafia as provided by the Anti-Mafia legislation, where applicable
 - Subcontractor is not listed in list of vendors with status "revoked" (Disqualified), "suspended", or "warning with authorization", by consulting C&P Vendor management unit.
 - In case of negative feedback on subcontractor's performance, check for necessary investigations.
 - Check that the subcontract authorization request is complete and there are no anomalies in the documentation attached to it. Where required counterparty risk assessment is to be performed.
- In case of pre-approved subcontractor, Contract Holder has the responsibility to make sample checks on the declaration given by the contractor/ supplier that he has checked that the requirements submitted by the subcontractor during bidding are still in place.
- Ensure that Supplier/Contractor is complying with Insurance Requirements laid down in the Contract.
- Ensure that Supplier/Contractor is complying with Bank or Parent Company Guarantees laid down in the Contract.
- Check whether any liquidated damages/penalties or volume discounts provided for in the Contract are applicable.
- Anticipate and manage any claims assessing their legitimacy and magnitude and maintain a claim register.
- Carry out the relevant checks on Variation Order Proposals and prepare the Variation Orders

Administrative:

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

Expediting and Inspection:

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

Performance Feedbacks

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

Feedback should cover the following aspects:

- Punctuality
- Quality of supplied goods and services
- Behavior
- HSE
- Completion of delivery or work
- Any non-compliance/cost modification
- Respect for Human Rights, as per Human Rights criticality defined in commodity code.

Close-Out



Annex B - List of Handover Documents

SPECIAL NOTES FROM HANDOVER MEETING (FOR CONTRACTS ABOVE US\$ 5,000,000):



Contract-5000030044

Prime Pakistan Limited

(Formerly Eni Pakistan Limited)
5th Floor, The Forum, G-20 Block-9,
Khayaban-e-Jami, Clifton,
Karachi-75600, Pakistan.
PABX : (92-21) 35879951
FAX : (92-21) 35838394-5

LETTER OF AWARD

Contract Description:	REP Software License		
Contractor Name:	Logicom E&P	SAP Code:	560058
Contractor Address:	4 Chatsworth Close, Hendon, London NW4 1HX		
Contractor Incorporation:	England		
Contractor Representative:	Mr. Joe Pumphrey		
Contact Number:	+44 (0)7854 373540 +44 (0)208 2030341	Email:	joe.pumphrey@logicomep.com
Contract Holder:	ICT Manager		
Company Representative:	Salman Siddiqui		
Contact Number:	+92-333-4900380	Email:	Salman.Siddiqui@prime-pakistan.com
Contract Start Date:	01-July-2023	End Date:	30-June-2026
Commencement Date:	01-July-2023	Opt. Ext:	3 Years till 30 th June 2029
Extension Basis:	Upfront Advance Payment for S&M for the next 3 Years		
C&P Buyer Name:	Furqan Khan	Email:	Furqan.ullahkhan@prime-pakistan.com

The attachments to the Letter of Award include the following; however the CONTRACT documents and priority are as per Article-3 of the General Terms & Conditions:

- Appendix-A Compensation Schedule
- Appendix-D Scope of Work
- General Terms & Conditions

Save as specifically provided for herein all terms and conditions of the CONTRACT shall remain the same in full force and effect and shall be known as the CONTRACT.

In witness whereof, the PARTIES have signed this CONTRACT-5000030044 on the dates stated below:

For and behalf of COMPANY		For and behalf of CONTRACTOR	
Signature		Signature	
Name	Kamran A. Mian	Name	Joe Pumphrey
Title	Chief Executive Officer	Title	Director
Date	11/07/2023	Date	11 July 2023

**Appendix-A - Compensation Schedule**

Sr. No.	Description	UOM	Price (USD)
1	Purchase of Single User Network License	Lumpsum	20,690
2	Service & Maintenance (S&M) Charges for 3 Years From 1 st July 2023 till 30 th June 2026	15%	9,310

Notes:

1. The Payment of License shall be made in advance.
2. The Payment for S& M Charges for Three years from 1st July 2023 till 30th June 2026 shall be paid in advance.
3. The above rates are inclusive of all taxes including With Holding Tax (WHT) of 12.5%.
4. All Payments shall be made after receipt of Original Payment Invoice to COMPANY'S Finance Department.
5. Subject to the formal APPROVAL through a SERVICE ENTRY SHEET (SES) by the COMPANY of the CONTRACTOR's invoice, the invoice shall be paid in the currency USD opened in the name of the CONTRACTOR bank details specified hereinafter:

Bank Name : Lloyds Bank
Bank Address : 39 Piccadilly, London, W1V 0AA, UK
Account Name : Logicom E&P Ltd
Account Number : 11730630
SWIFT Code : LOYDGB 21085
IBAN Number : GB59LOYD30966411730630
6. All prices and rates set forth within this Appendix-A shall be in USD and all payments under this CONTRACT shall be made as specified in the Payment Terms.
7. The warranty period of the SERVICES shall be till the CONTRACT firm duration, which is 30th June 2026.
8. In case of CONTRACT extension for the next Three Years effective July 2026, the S&M Charges for the next Three Years shall be paid upfront in advance.
9. The Governing Law shall be of England & Wales.
10. The Place of Arbitration shall be UK.

Prime Pakistan	Scope of Work Maintenance & Support of REP Software, Rev 00
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DATE CREATED : 12/05/2023

DATE REVISED : -

REVISION : 00

TITLE : Maintenance & Support of REP Software

PROJECT : -

PHASE : Scope of Work

Prepared by : Sohani Lalani

Department: ICT

Approved by : Salman Siddiqui

Department: ICT



Distribution:

Confidential (distributable only within the project and related company hierarchy)

Prime Pakistan	Scope of Work Maintenance & Support of REP Software, Rev 00
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ABOUT REP SOFTWARE

REP (Resource Evaluation Programme) uses the well-known Monte-Carlo technique for a rigorous solution of the volumetrics equation.

At Prime Pakistan, REP is used by Exploration team for the calculation of reserves.

PROCUREMENT SCOPE OF WORK

Maintenance & Support of REP software which includes 1 network license that is required for next three years (i.e. starting from 1st July 2023 till 30th June 2026) to ensure continuity of services offered to Exploration department.

Prime Pakistan	Scope of Work Maintenance & Support of REP Software, Rev 00
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- b. Customer electronic support – Supplier shall assist the company through emails, support portals for resolving the issues encountered.
- c. Remote Assistance – through internet if technical and service mode proposed by supplier is acceptable to Prime Pakistan and in any case comply with safety policies of Prime Pakistan.
- d. Corrective Maintenance Change – changes, improvements, enhancements, setups, bugs fixes will be provided by supplier to Eni Pakistan as soon as they are commercially available.
- e. Bug Fixing – Solve any possible non-functioning problem if program provides wrong results and when it is jointly ascertained by the parties involved that the problem is due to defect in the program release.

FLEXIBILITY OF LICENSE UTILIZATION

Based on our business requirement, Prime Pakistan has the right to optimize or reduce the usage of license. Consequently, amount charged will be prorated on the basis of license utilized.



GENERAL TERMS & CONDITIONS

JUNE 2023

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1. COMPANY'S INFORMATION:

The COMPANY, Prime Pakistan Limited (formerly Eni Pakistan Limited), is a corporation existing under the laws of England & Wales with the branch office in Pakistan having the following details:

Registered Address: 5th Floor, Halo, Counterslip, Bristol, BS1 6AJ, England.

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

Location: <https://goo.gl/maps/5E1FP2ixLPizkDR88>

PABX: +92-21-111-111-364

Tel: +92-21-35879951

Fax: +92-21-35838394-5

National Tax Number (NTN): 0823414-7

General Sales Tax (GST): 12-00-2711-011-91

Registration Number: 151940

Prime Pakistan Limited (formerly Eni Pakistan Limited) is a wholly-owned subsidiary of Prime International Oil & Gas Company Limited (PIOGCL). PIOGCL acquired the ownership interests of Eni Pakistan Limited (including Affiliates) through a duly-executed Sale & Purchase Agreement. PIOGCL is jointly owned 50% by Hub Power Holdings Limited and 50% by Eni Pakistan Limited's Employee Buyout Group. PIOGCL is a Pakistani-based company in Energy sector in Pakistan, having all the requisite regulatory and corporate approvals and permissions in its relevant line of businesses.

Prime Pakistan Limited (formerly Eni Pakistan Limited) is mainly an Oil & Gas Company and is currently engaged in the Upstream activities for the Exploration and Production (E&P) of Hydrocarbons. The COMPANY is the Operator of Kirthar Concession in District Dadu Sindh province and Tajjal Concession in District Khairpur Sindh province of Pakistan.

Kirthar Concession: Bhit & Badhra Gas Fields

Address: District Dadu & Jamshoro, Sindh province, Pakistan

Distance from Karachi: 360 km via Jamshoro, Sehwan and Jhangara

Location: <https://goo.gl/maps/MHfK5jmcPMjt27Ph6>

Tajjal Concession: Kadanwari Gas Field

Address: District Khairpur, Sindh province, Pakistan

Distance from Karachi: 480 km via Hyderabad, Moro and Khairpur

Location: <https://goo.gl/maps/6VzYiBeAULKfvnBt9>

The COMPANY is mainly engaged in oil & gas exploration and production activities in the Operated concessions through strategic Joint Venture partnership with Oil & Gas Development Company Limited (OGDCL), Kufpec Pakistan Limited (KUFPEC) and Al-Haj Exploration Limited (AEL). The COMPANY is also engaged as a JV Partner in the Non-Operated concessions of Miano, Sawan, Mubarak, Latif and Dadu (Zamzama) with United Energy Pakistan Limited (UEPL), Orient Petroleum Pakistan Limited (OPPL), Pakistan Petroleum Limited (PPL), Government Holdings Private Limited (GHPL), OGDCL, KUFPEC and AEL. The OGDCL, GHPL and PPL are the state companies.

Besides the main processing facility at Bhit Gas Plant, the COMPANY, through its affiliate Prime Green Energy (PGE) Pvt. Ltd. also has a 10 MWp Bhit Photo-Voltaic (PV) Solar Power Plant adjacent to Bhit Gas Plant. At Kadanwari, the gas processing plant is Kadanwari Central Facility (KCF) being operated by UEP on behalf of the COMPANY in the capacity of Plant & Surface Facility Manager (PSFM).

Both the Bhit & Kadanwari Gas Plants have private airstrips nearby the facility and spot charter operations are available on as-and-when-required basis with a one-way flight time of around 1 hr from Karachi Airport.

Being operating through Karachi head office, the COMPANY prefers that all imported material should arrive at Karachi Airport for air shipments, while preferably at Karachi Port or at Port Qasim for sea shipments. The COMPANY also has a Transit Warehouse Facility in Karachi at the following address:

Address: Plot-4 & 4-A, Near IoBM, Ibrahim Hyderi, Taluka and District Korangi, Karachi, Pakistan.

Tel: +92-21-35092241

Mob: +92-333-4900289

Location: <https://goo.gl/maps/kADDUkXoWWzYBddG8>

2. DEFINITIONS AND INTERPRETATIONS:

The following definitions (if used in capitalized form) shall apply to the 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.

ANCILLARY SUBCONTRACTORS means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any WORKS, SERVICES or GOODS, which are functionally connected to the scope of work, but not specifically detailed in the technical specification describing the scope of work.

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

APPROVAL means a written notification by COMPANY to CONTRACTOR that a document, proposal or action is approved by COMPANY. APPROVAL shall in no way be construed as relieving CONTRACTOR of any of his obligations, responsibilities or liabilities under the CONTRACT or at law.

APPROVED means that COMPANY has notified CONTRACTOR by written notification that the relevant document, proposal or action is approved by COMPANY.

AREA OF OPERATIONS means the area or facility utilized in connection with performance of CONTRACT against its scope of work.

BACKGROUND means any title or information on which any INTELLECTUAL PROPERTY RIGHTS of a PARTY subsist, which is in the possession or held, developed or acquired by that PARTY or by any member of its respective group (COMPANY GROUP or CONTRACTOR GROUP, as the case may be) prior to the EFFECTIVE DATE, or in any case even after such date but outside the scope of this CONTRACT.

BANK GUARANTEE (BG) means Bank Guarantee to be provided by the CONTRACTOR to the COMPANY, if required against the CONTRACT.

CERTIFYING AUTHORITY means any independent entity appointed by CONTRACTOR and APPROVED by COMPANY in relation to the CONTRACT, having jurisdiction in the AREA OF OPERATIONS and WORKSITE, to validate and certify the WORKS in accordance with the CONTRACT and/or APPLICABLE LAW.

CERTIFICATE means the formal document in a prescribed format with a COMPANY Logo issued by the COMPANY to the CONTRACTOR in respect of completion of any activity by the CONTRACTOR against specific scope of work or requirement against the CONTRACT.

CERTIFYING AUTHORITY means the entity appointed by the CONTRACTOR and APPROVED by COMPANY in relation to the FACILITY and by the relevant local statutory authority, if any, having jurisdiction in the AREA OF OPERATIONS, to validate and certify the WORKS or SERVICES.

CO-VENTURER as applied to COMPANY means any party to a joint venture agreement under which COMPANY is entering the CONTRACT.

COFF means the Call-Off Order Form, which is a COMPANY document generated by the COMPANY Representative for the requirement of any GOODS, SERVICES or WORKS from the CONTRACTOR against any CONTRACT. COFF would be a mandatory document from the COMPANY to the CONTRACTOR.

COMMENCEMENT DATE means the date specified in the CONTRACT on which the performance of SERVICES, supply of GOODS or execution of WORKS are formally started.

COMMISSIONING means the execution of all functional and service tests as defined in the scope of work and Technical Specification and OPERATIONAL TESTs for SYSTEMS and/or SUBSYSTEMS in order to allow the FACILITY to move from the construction stage to START-UP and stable operations, all in compliance with the requirements of the CONTRACT and APPLICABLE LAW including, without limitation, provision of related documentation by CONTRACTOR to COMPANY.

COMMISSIONING DOSSIER means a dossier of documents provided by CONTRACTOR and APPROVED by COMPANY, including without limitation, quality records and related TECHNICAL DOCUMENTATION, prepared by CONTRACTOR upon completion of inspections, functional and service tests, OPERATIONAL TESTS for each SYSTEM and/or SUBSYSTEM as detailed in the scope of work and Technical Specification.

COMPANY means the legal entity defined in the CONTRACT requesting any SERVICE / GOODS / WORKS.

COMPANY GROUP means:

- a) COMPANY and its AFFILIATES
- b) CO-VENTURERS
- c) COMPANY's contractors (other than CONTRACTOR) and their sub-contractors
- 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 ITEM means equipment and material to be supplied by COMPANY to CONTRACTOR for the performance of the SERVICE.

COMPANY REPRESENTATIVE means the person appointed by COMPANY in accordance with Article 'Notices And Representatives of the Parties'.

COMPLETION DATE means the date specified in the FORM OF AGREEMENT upon or before which CONTRACTOR must complete the WORKS under the CONTRACT.

CONSEQUENTIAL LOSS means any indirect, special or significant 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.

CONSTRUCTION EQUIPMENT means all materials, supplies, plant, vessels, machinery, equipment, tools, buildings and structures, including, inter alia, warehouses, offices, docks, berths, moorings, camps, garages, workshops, scaffolding, temporary work and all other items supplied, used and/or consumed by CONTRACTOR GROUP in the performance of the WORKS, but not incorporated into or forming part of the FACILITY.

CONTRACT means the complete set of documents along with relevant annexures / appendices or any amendments, supplements and alterations thereto.

CONTRACT PRICE means the amount of compensation to be paid by COMPANY for the performance of the SERVICE, supply of GOODS or execution of WORKS in accordance with the provisions of CONTRACT.

CONTRACT EXECUTION PLAN means the planning document containing detailed method statements, programs and procedures that has been prepared by CONTRACTOR in accordance with the CONTRACT and is APPROVED by COMPANY as the current CONTRACT EXECUTION PLAN and incorporates the key dates and requirements of the WORK TIME SCHEDULE. There shall be only one CONTRACT EXECUTION PLAN at any one time.

CONTRACTOR means the legal entity legal entity defined in CONTRACT responsible for the performance of any SERVICE, supply of GOODS or execution of WORKS.

CONTRACTOR BASE means the base utilized by CONTRACTOR to provide the SERVICES in compliance with the CONTRACT.

CONTRACTOR GROUP means:

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

but shall not include any member of COMPANY GROUP.

CONTRACTOR ITEMS means the equipment, machinery, materials and supplies to be supplied by CONTRACTOR, including, inter alia, construction spares, special tools, commissioning spares and consumables to be incorporated into the FACILITY or used during the plant commissioning, start up or operations and necessary for the due performance of the WORKS or SERVICES, in order to allow the complete realization of the FACILITY as set out in the CONTRACT but shall not include any COMPANY ITEMS or CONSTRUCTION EQUIPMENT.

CONTRACTOR PERSONNEL means the personnel to be furnished by CONTRACTOR GROUP in connection with the provision of the CONTRACT.

CR means Community Relations to be maintained and respected with the local community by the CONTRACTOR against the CONTRACT, as more fully described in the CR Guidelines.

CYBER SECURITY means all activities relating to the IT security and protection of information from threats arising from cyberspace and other sources, including without limitation activities aimed at preventing damage, unauthorized use, fraudulent or otherwise illegal exploitation and, if necessary, restoring, the computer and communication systems and the information contained therein, processed and transmitted, in order to preserve the proper functioning of the IT SYSTEM and confidentiality, the integrity and availability of the information processed.

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

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.

EFFECTIVE DATE means the date specified in the CONTRACT on which this CONTRACT comes into force.

EMBARKATION POINT means the port (air, sea or land), where the passengers get on board for onward journey.

EQUIPMENT means the equipment, materials, tools, instruments, machinery, spare parts provided by CONTRACTOR GROUP for the performance of the SERVICE, supply of GOODS or execution of WORKS.

FACILITY means SYSTEM(S), SUB-SYSTEM(S), the facility, associated utilities, equipment, machinery, apparatus, articles, and supporting infrastructure (together with any CONTRACTOR ITEMS or COMPANY ITEMS incorporated into the same pursuant to the CONTRACT) to be designed, constructed and warranted in accordance with this CONTRACT.

FINAL ACCEPTANCE CERTIFICATE means the certificate (if applicable) issued by COMPANY to CONTRACTOR in accordance with Final Acceptance after the completion / commissioning of the SERVICES or WORKS.

FINAL DOCUMENTATION means all documentation whatsoever, whether in written and/or on electronic, optical, magnetic media related to the provision of the WORKS or SERVICES, including but not limited to, data, drawing and specifications, 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/plant including spare parts and special tools identification) to be provided by CONTRACTOR in accordance with the CONTRACT.

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

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

GOODS means the equipment, machinery, materials, spares and/or supplies and/or any part thereof to be provided, directly or indirectly, by CONTRACTOR, and that shall become COMPANY's property, in accordance with the CONTRACT.

GRN means Goods Receiving Note, which is a COMPANY document generated once the GOODS are received and inspected by the COMPANY Representative. GRN would be a mandatory document to release payment of invoices against supply of GOODS by the CONTRACTOR.

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.

HAND-OVER CERTIFICATE means the certificate issued by COMPANY to CONTRACTOR in respect of the handing over of any FACILITY.

HSE means Health, Safety & Environment to be complied with and respected by the CONTRACTOR against the CONTRACT based on International and National laws as well as based on good oil field practices, as more fully described in the HSE Guidelines.

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, whether patentable or not, 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.

INTERIM CERTIFICATE means either a READY FOR START UP CERTIFICATE or a READY FOR COMMISSIONING CERTIFICATE issued by COMPANY to CONTRACTOR pursuant to Article 'Completion Certificates, Provisional & Final Acceptance'.

INTERNATIONAL GOOD OIL FIELD PRACTICE means all those practices and utilization 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.

IT SYSTEM means without limitation hardware, software, cloud, data, databases, data communication lines, network and telecommunications equipment, Internet-related information technology infrastructure, wide area network and other information technology equipment.

KEY PERSONNEL means any CONTRACTOR PERSONNEL filling the critical position as required under the scope of work or technical requirements and relevant guidelines.

MECHANICAL COMPLETION means the status achieved by the relevant SUBSYSTEM when the activities including, without limitation, fabrication, erection, installation, testing, cleanings, re-instatement and preservation of all applicable devices, assemblies and equipment included in the SUBSYSTEM have been completed by CONTRACTOR in accordance with the scope of work and Technical Specifications for any SERVICES or WORKS.

MECHANICAL COMPLETION CERTIFICATE means the CERTIFICATE issued by COMPANY in accordance with the Acceptance of the WORKS or SERVICES, if applicable.

MECHANICAL COMPLETION DOSSIER means a dossier of documents for each SUBSYSTEM consisting, without limitation, of all related records and TECHNICAL DOCUMENTATION as output of quality control activities, inspections and testing conducted during construction phase, up to and including MECHANICAL COMPLETION as detailed in the scope of work and Technical Specifications for any SERVICES or WORKS.

MINOR OUTSTANDING WORKS means any minor WORKS, defects or deficiencies that do not impact on the safety of personnel or do not affect safety, operability, availability, reliability and maintainability of any WORKS/SUBSYSTEM/SYSTEM/FACILITY or part thereof, as applicable.

NEW TAXES means any TAXES that in accordance with the APPLICABLE LAW of the country of the AREA OF OPERATIONS, have become applicable, or have ceased to be applicable, (or the application of which has changed) to the performance of the CONTRACT after the EFFECTIVE DATE, (but specifically excluding TAXES enacted into law prior to the EFFECTIVE DATE, but applying only to periods thereafter) due to:

- a) a change in such performance, such change having been agreed in writing between COMPANY and CONTRACTOR; or
- b) any amendment or addition to the APPLICABLE LAW of the country of the AREA OF OPERATIONS,

NEW TAXES shall exclude any fines, penalties, interest, or any payment imposed as a result of CONTRACTOR's delay, omission, default or negligence in complying with APPLICABLE LAW.

OPERATIONAL TEST means the test(s) carried out in certain simulated conditions during the COMMISSIONING phase or during the START UP to ensure that all functions of the relevant SUBSYSTEMS and SYSTEMS are in compliance with the CONTRACT.

OHHMS means Occupational Health & Hygiene and Medical Support to be maintained and respected by the CONTRACTOR against the CONTRACT, as more fully described in the OHHMS Guidelines.

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

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 activities in relation to which the WORKS are being provided.

PCG means the Parent Company Guarantee to be provided by the CONTRACTOR to the COMPANY, if required against the CONTRACT.

PERFORMANCE TEST REPORT means a report submitted by CONTRACTOR to COMPANY for its APPROVAL after the successful completion of the PERFORMANCE TEST in accordance with the scope of work and Technical Specification.

PROVISIONAL ACCEPTANCE CERTIFICATE means the certificate issued by COMPANY to CONTRACTOR against Acceptance of the WORKS or SERVICES, if applicable.

PROJECT means the specific job area or facility where COMPANY is involved, and WORKS or SERVICES may be required.

RELY UPON DATA means data and/or documents provided by COMPANY to CONTRACTOR as per applicable appendix to the CONTRACT.

RESULT OF WORK means at a given date during the performance of the WORKS, the results of the WORKS performed from the EFFECTIVE DATE to such a date, including the TECHNICAL DOCUMENTATION and/or FINAL DOCUMENTATION as prepared and issued, the COMPANY ITEMS delivered to CONTRACTOR, the CONTRACTOR ITEMS purchased, under design, manufacture, inspection and test and transportation, the fabricated items resulting from the performance of the WORKS.

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

SES means Service Entry Sheet, which is a COMPANY document generated by the COMPANY Representative once the SERVICES are rendered by the CONTRACTOR against any CONTRACT. SES would be a mandatory document to release payment of invoices against provision of SERVICES by the CONTRACTOR.

SITE means the COMPANY location or FACILITY, where GOODS to be delivered or SERVICES or WORKS to be performed along with the surrounding vicinity, as may be further delineated and altered and notified by COMPANY to CONTRACTOR in writing from time to time.

SUBCONTRACTOR means any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any such part of the SERVICE or for execution of WORKS or for the GOODS including any person at any tier with whom any SUBCONTRACTOR has further contracted any part of the scope of work, and their legal successor and assigns and any ANCILLARY SUBCONTRACTOR, unless otherwise provided in this CONTRACT.

SUB-SYSTEM means a portion of a defined SYSTEM that consists of an independent and/or interconnected equipment performing a specific function within the pertaining SYSTEM, which can be isolated and separated from the associated SYSTEM for the purpose of independent testing and COMMISSIONING.

SYSTEM means a portion of the FACILITY, including, without limitation, all necessary items, equipment and packages which perform a major and well identified operational function and that can be isolated and separated for the purpose of independent testing and COMMISSIONING.

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 including but not limited to drawings, designs and calculation data, process documents, technical indices, operation and maintenance

manuals and other documentation relating to the performance of SERVICE or execution of WORKS 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.

VAT means Value Added Tax, General Sales Tax, Service Tax, or similar taxes as levied on payments from COMPANY to CONTRACTOR under this CONTRACT.

VO means Variation Order to be issued by the COMPANY to the CONTRACTOR to carry out additional SERVICES or WORKS which were not envisaged as part of the original scope of work, however required for the completion of job or for any specific PROJECT under this CONTRACT.

WARRANTY PERIOD means the time duration from the date of delivery of GOODS or from performance of SERVICE / WORKS, whereby the responsibility lies with the CONTRACTOR to replace or correct in case of malfunction of GOODS or inadequate performance of SERVICES / WORKS.

WILD WELL means a well:

- a) from which there is an uncontrolled continuous flow of any fluid or gas above and/or below the surface of the ground or water bottom/mud line, in the case of well(s) located in water;
- b) whose flow cannot be promptly controlled by use of the equipment on site such as blowout preventer, safety valve, storm chokes or other equipment actually installed on the well(s) to stop the flow;
- c) which cannot be safely diverted into production; or
- d) which is/are declared to be out of control by the appropriate regulatory authority.

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

WORK-TIME SCHEDULE means the time schedule set out for the performance of the WORKS, including the key dates and COMPLETION DATE.

WORKS means any job mainly inclusive of SERVICES with a provision of supply of GOODS by the CONTRACTOR, usually against any particular project. SES would be a mandatory document to release payment of invoices against execution of WORKS by the CONTRACTOR.

WORKSITE means any COMPANY's and CONTRACTOR's location/yard (including but not limited to offices, premises and workshops) where any part of the SERVICE or WORKS shall be performed.

Interpretations:

- a) Words importing the singular include the plural and vice versa where the context so requires.
- b) The headings in this CONTRACT are for convenience only and shall not be taken into consideration in the interpretation or construction of this CONTRACT.
- c) Unless specifically stated otherwise, all references to days, weeks, months or years shall mean calendar days, weeks, months or years respectively.
- d) 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.
- e) For the purposes of this contract, the terms CONTRACT and AGREEMENT are synonyms, the terms SUPPLIER and CONTRACTOR are synonyms, and the terms WORK ORDER and CALL-OFF ORDER are synonyms.
- f) All communications to be made by the PARTIES one to the other, and all documents prepared pursuant to the CONTRACT, shall be made in the English language.

3. CONTRACT DOCUMENTS AND PRIORITY:

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

- Letter of Award
- Appendix-A - Compensation Schedule
- General Terms and Conditions
- Appendix-B - Price Schedule/Price List
- Appendix-C - Guarantees
- Appendix-D - Scope of Work and Technical Specifications
- Appendix-E - HSE Guidelines
- Appendix-F - OHHMS Guidelines
- Appendix-G - Security-CR Guidelines
- Appendix-H - Logistics Guidelines / Land Transportation Manual
- Appendix-J - Variation Order Procedure
- Appendix-K - Sub-Contracting Information
- COFF - Call-Off Order
- GRN or SES – Goods Receiving Note or Service Entry Sheet

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

4. KNOWLEDGE OF AREA OF OPERATIONS:

CONTRACTOR declares and represents that it is fully acquainted in all respects with all conditions of the WORKSITE as well as any other area where the SERVICES are provided including inter-alia, the political, fiscal and logistics situation, climatic and environmental conditions and that it has evaluated all costs and risks connected therewith. CONTRACTOR is solely responsible for any misunderstandings and/or omissions and/or inaccuracies from whatever sources, in connection with the aforesaid information, including correct interpretation of the data provided by COMPANY.

CONTRACTOR undertakes to make no claims whatsoever or requests for variations for price adjustments and/or time extensions based on his failure to sufficiently acquaint himself with the above-mentioned conditions.

Notwithstanding above, CONTRACTOR shall not be responsible and can rely upon (i) those data regarding the AREA OF OPERATION provided by COMPANY which CONTRACTOR is not in position to independently verify which are site bathymetry, seabed status, geology, soil conditions, production parameters, well parameters, field parameters/architecture, drilling, installation and completion program and requirements, interface data and information concerning existing and future COMPANY's facilities (ii) and any other data provided by COMPANY as specifically marked as RELY UPON DATA, and CONTRACTOR shall be entitled to request a variation to compensate for any cost impact directly resulting from errors or deficiencies in such information, which CONTRACTOR could not, using its reasonable endeavors, mitigate.

The PARTIES agree that, in the event that the worksite within the AREA OF OPERATIONS at which CONTRACTOR shall provide the SERVICES is, at the EFFECTIVE DATE, or becomes during the period of the CONTRACT, an area of high risk (as defined by the PARTIES and their respective insurers), they shall promptly agree upon specific provisions in respect of the security of personnel and property. In instances where both PARTIES' insurers disagree as to the security condition, the finding of the higher security condition by an insurer will take precedence.

5. SCOPE OF WORK AND SUBCONTRACTING:

The PARTIES agree that in consideration for the payments to be made by the COMPANY under the CONTRACT, CONTRACTOR hereby covenants to execute diligently and complete the scope of work as is more fully described in the Appendix-D of the CONTRACT in accordance with the provisions of the CONTRACT.

On the basis that no minimum work commitment is guaranteed herein under, the GOODS / SERVICES / WORKS to be supplied / performed shall be requested from time to time by COMPANY's

REPRESENTATIVE through a CALL-OFF ORDER issued, signed by COMPANY Representative, which shall be the only document which formally authorizes CONTRACTOR to perform any supply of GOODS / SERVICE / WORKS. The CALL-OFF ORDER shall quote the CONTRACT reference number, specify the particulars of performance of the GOODS / SERVICE / WORKS and contain all the information needed by CONTRACTOR to identify the nature of the SERVICE / WORKS or the supply of the GOODS, any commencement and completion dates, deliverables requested, as well as all reference documents and specifications for the performance of the GOODS / SERVICE / WORKS and shall state any additional HSE and Quality requirements to be met.

The SUB-CONTRACTORS, if any, required to execute part of the scope of work and allowed up to a maximum value shall be properly listed in Appendix-S of CONTRACT. During the performance of the GOODS / SERVICES / WORKS, if the CONTRACTOR intends to use any additional SUB-CONTRACTOR, it shall do so by following the procedure:

- 5.1. CONTRACTOR shall not subcontract the whole of the supply of GOODS / SERVICES / WORKS. Any SUBCONTRACTOR shall be approved by the COMPANY. Use of SUBCONTRACTORS by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and the CONTRACTOR shall be liable for all acts, omissions and defaults of any of its SUBCONTRACTORS. its directors, officers, employees, consultants, advisers and agents as fully as if they were the acts, works, omissions or defaults of the CONTRACTOR.
- 5.2. Any SUBCONTRACTORS listed in Appendix-S of the CONTRACT for the provision of specific parts of the GOODS / SERVICES / WORKS are deemed to be APPROVED by the COMPANY for those parts of the activities shown against their name.
- 5.3. COMPANY reserves its right to refuse to approve, without justifying such refusal, and within its complete discretion. A "multi-tier" subcontracting is not allowed unless expressly APPROVED by the COMPANY.
- 5.4. After the EFFECTIVE DATE, CONTRACTOR may request authorization to subcontract certain parts of the GOODS / SERVICES / WORKS and shall supply COMPANY with all information and documentation required by COMPANY in respect thereof.
- 5.5. CONTRACTOR shall comply with and shall ensure its SUBCONTRACTORS comply with APPLICABLE LAW, including but not limited to that relating to social security, national insurance, remuneration provisions and the terms and conditions contained in the national and territorial collective labor agreements in force in the sector and in the area where the activities are performed.
- 5.6. CONTRACTOR shall coordinate all SUBCONTRACTORS working at COMPANY's SITE, especially in relation to Health, Safety, Environment and Radiation Protection aspects.
- 5.7. CONTRACTOR shall ensure that its SUBCONTRACTORS comply with all the provisions of CONTRACT and that the SUBCONTRACTORS have viewed and acknowledged the documents referenced therein.
- 5.8. CONTRACTOR shall ensure that each of its SUBCONTRACTORS accepts that a failure by a SUBCONTRACTOR to comply with the requirements of this Article shall be considered a material breach by SUBCONTRACTOR of its contract with CONTRACTOR and grounds for termination thereof and COMPANY may: (i) terminate the CONTRACT for material breach, (ii) discontinue the provision of GOODS / SERVICES / WORKS performed by the SUBCONTRACTOR that failed to comply and/or (iii) instruct CONTRACTOR to terminate the subcontract and ensure that SUBCONTRACTOR ceases performance of the activities and clears the SITE or the AREA OF OPERATIONS from persons and materials/equipment under its responsibility. In each case, COMPANY reserves the right to charge CONTRACTOR with any extra direct costs resulting there from it.
- 5.9. No subcontract shall bind or purport to bind COMPANY or any other member of COMPANY GROUP. Nevertheless, CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound to observe the provisions of this CONTRACT that would be applicable to such SUBCONTRACTOR as if it directly provided the GOODS / SERVICES / WORKS. CONTRACTOR shall ensure that any and all warranties and guarantees given by any SUBCONTRACTORS shall comply with the requirements prescribed herein.

- 5.10. CONTRACTOR shall ensure that the terms of any subcontract shall be equivalent to the obligations of this CONTRACT and COMPANY shall be entitled to review any proposed or executed subcontract upon demand though such verification shall not extend to the details of pricing structure, to the make-up of its rates and prices, nor to the related documents.
- 5.11. Any person, including any vendor or supplier, with whom CONTRACTOR has entered into any contract to provide any goods / services / works, which are functionally connected to the GOODS / SERVICES / WORKS, but not specifically detailed in the CONTRACT scope of work, are considered 'Ancillary Subcontractors' and therefore shall not be subject to COMPANY APPROVAL. CONTRACTOR represents, covenants and guarantees that each of its Ancillary Subcontractors is fully capable and experienced to carry out the subcontracted parts of activities and shall do so in accordance with the CONTRACT and all other related information provided by COMPANY, in particular for those related to Health, Safety and Environment protection. In such cases, the CONTRACTOR shall:
- a) communicate to COMPANY the name of the Ancillary Subcontractor, the amount and the purpose of the assigned activities.
 - b) ensure that all the requirements applying to the Ancillary Subcontractor continue to be met for the entire duration of the Ancillary Subcontractor's involvement and to provide evidence of this to COMPANY upon request.
 - c) send to COMPANY, at least quarterly, an updated 'Reporting on Ancillary Subcontracts' Form, with evidence of the checks carried out by CONTRACTOR in relation to maintenance by the Ancillary Subcontractor of the requirements applicable to it according to the CONTRACT.
 - d) CONTRACTOR undertakes to comply with respect to each of its Ancillary Subcontractor with the obligations, as applicable to SUBCONTRACTORS, as prescribed in Paragraphs 5.4 to 5.10 of this Article.

6. VARIATIONS / MODIFICATIONS IN THE SCOPE:

- 6.1. COMPANY shall have the right at any time during the term of this CONTRACT to require that CONTRACTOR makes any modifications in the GOODS/SERVICES/WORKS that COMPANY notifies.
- 6.2. 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 CONTRACT EXECUTION PLAN and/or the delivery date specified (ii) which (in the CONTRACTOR's opinion) will, if adopted, (a) accelerate completion, (b) reduce the cost to the COMPANY of executing, maintaining or operating the GOODS/SERVICES/WORKS, (c) improve the efficiency or value to the COMPANY of the completed GOODS/SERVICES/WORKS, or (d) otherwise be of benefit to the COMPANY.
- 6.3. CONTRACTOR shall promptly notify COMPANY of the direct effects on the CONTRACT PRICE and/or CONTRACT EXECUTION PLAN and/or the delivery date specified, if any, of (i) the proposed modification pursuant to Article-6.1, or (ii) the event or proposal pursuant to Article-6.2. 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 CONTRACT EXECUTION PLAN and/or the delivery date specified, 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.
- 6.4. In any event, CONTRACTOR shall notify COMPANY of the event of proposal pursuant to paragraph 1 & 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 CONTRACT EXECUTION PLAN and/or the delivery date specified and hereby waives its right to request a variation under this CONTRACT in respect thereof.

- 6.5. COMPANY shall have the right, at any time, without additional consent from CONTRACTOR, to order the omission of any sections or parts of the GOODS/SERVICES/WORKS and/or arrange for such GOODS/SERVICES/WORKS to be executed by others. In such event, CONTRACTOR shall be entitled to the payment of that portion of the CONTRACT PRICE for the GOODS /SERVICES/WORKS 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.
- 6.6. 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 GOODS/SERVICES/WORKS must be carried out and on matters where they may permit alternatives or are not specific, (ii) provide, designate or reject sources of services and materials that this CONTRACT requires CONTRACTOR to provide, and (iii) require CONTRACTOR to provide studies and/or cost estimates needed to ascertain the effects of proposed modifications. The expenses of such additional studies or work associated with the modifications to the GOODS/SERVICES/WORKS and directed by COMPANY shall be included within the VARIATION ORDER.
- 6.7. During any period of notification or discussion of any modification, CONTRACTOR shall continue to carry out the GOODS/SERVICES/WORKS, unless otherwise notified by COMPANY.
- 6.8. No change to the CONTRACT PRICE or CONTRACT EXECUTION PLAN or delivery date specified shall be permitted on account of additional work required to remedy defects, to correct errors, acts or omissions attributable to CONTRACTOR or GOODS/SERVICES/WORKS 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.
- 6.9. CONTRACTOR shall not modify or alter any part of the GOODS/SERVICES/WORKS without COMPANY's prior APPROVAL and COMPANY shall not be liable or responsible for any unauthorized modification or for any cost or payment thereof. COMPANY may, at its option, require that CONTRACTOR, at CONTRACTOR's sole expense, withdraw, undo or remove any unauthorized modification. If CONTRACTOR fails to comply with the provisions of this clause, COMPANY reserves the right to terminate the CONTRACT.

The procedure concerning modifications in the GOODS/SERVICES/WORKS is further set out in COMPANY's Variation Order Procedure attached to the CONTRACT.

7. KICK OFF MEETING:

The PARTIES agree that a 'Kick-off Meeting' shall be held, if required, at a location and date designated by COMPANY, between COMPANY and CONTRACTOR within Ten (10) days from the EFFECTIVE DATE, during which the PARTIES shall clarify all operational/technical/quality related aspects relevant to the performance of the GOODS/SERVICES/WORKS. In case physical meeting is not possible, then a Video Conference (VC) or Conference Call (CC) can be convened. The COMPANY Representative or his designate is required to capture the discussions during Kick-Off Meeting and to formally issue these (if required) for record purposes.

8. CONTRACTOR PERSONNEL:

- 8.1. CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL and/or Technical Assistance Services and when so requested by COMPANY, required for the performance of the SERVICES/WORKS and shall at all times be responsible for the acts or failures to act of such CONTRACTOR PERSONNEL.
- 8.2. CONTRACTOR shall employ only such CONTRACTOR PERSONNEL as are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the SERVICES/WORKS and to perform the tasks assigned to them in a timely and efficient manner. CONTRACTOR shall be responsible to COMPANY for any costs arising from the failure

to supply CONTRACTOR PERSONNEL that are properly trained, qualified, fit, skilled and experienced in their respective disciplines to provide the SERVICES/WORKS.

- 8.3. 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.
- 8.4. CONTRACTOR shall ensure that CONTRACTOR PERSONNEL comply with all reasonable instructions of COMPANY.
- 8.5. CONTRACTOR shall ensure that a sufficient number of CONTRACTOR PERSONNEL, shall be appropriately conversant and literate in the English language or other language defined in the Scope of Work to enable COMPANY REPRESENTATIVE to issue instructions and to receive verbal and written reports therein.
- 8.6. 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.
- 8.7. COMPANY shall provide first aid and, if available, emergency medical assistance for CONTRACTOR's PERSONNEL of the same type furnished by COMPANY to its own personnel.
- 8.8. 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.
- 8.9. Any overtime worked by the CONTRACTOR PERSONNEL during the performance of the SERVICES/WORKS shall be at no extra charge to COMPANY. The cost of any additional CONTRACTOR PERSONNEL requested by COMPANY and provided by CONTRACTOR to perform occasional operations, which operations are not contemplated by International good oil field practices, shall be agreed upon between the PARTIES.
- 8.10. Where COMPANY concludes that any CONTRACTOR PERSONNEL does not possess the technical knowledge or skills necessary for the efficient performance of the SERVICES/WORKS 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.
- 8.11. 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 performance of the WORKS/SERVICES without prior APPROVAL.
 - b) CONTRACTOR shall as soon as practicable replace any such CONTRACTOR PERSONNEL with a competent APPROVED substitute, and
 - c) CONTRACTOR shall bear all costs and expenses associated with such removal and replacement.
- 8.12. Curriculum Vitae in respect of KEY PERSONNEL shall be supplied to COMPANY and such KEY PERSONNEL shall not be utilized in the performance of the SERVICES/WORKS until APPROVED. At least 15 days prior to the COMMENCEMENT DATE, CONTRACTOR shall:
 - a) furnish to COMPANY for APPROVAL copies of the Curriculum Vitae of all KEY PERSONNEL.

- b) produce to COMPANY, at CONTRACTOR's sole cost, evidence of CONTRACTOR's personnel having attended and completed any safety course and passed medical examinations required by the Scope of Work requirements or by APPLICABLE LAW.
- 8.13. Once mobilized to perform activities required for the performance of the SERVICES/WORKS, the KEY PERSONNEL shall not be replaced or re-assigned by CONTRACTOR without prior APPROVAL of the COMPANY. If CONTRACTOR re-assigns any KEY PERSONNEL without prior APPROVAL, CONTRACTOR shall pay to COMPANY, by way of pre-determined liquidated and ascertained damages, and not as a penalty, for the removal of any KEY PERSONNEL for each such occurrence in the categories of KEY PERSONNEL per occurrence not less than the agreed Liquidated Damages.
- 8.14. If CONTRACTOR PERSONNEL are not provided in accordance with CONTRACT and this leads to any interruption of SERVICES/WORKS, no compensation or rate for CONTRACTOR PERSONNEL shall be due or paid by COMPANY for the period of such interruption. Furthermore, if the interruption prevents any other CONTRACTOR PERSONNEL or EQUIPMENT from operating in accordance with the CONTRACT, no compensation or rate for such CONTRACTOR PERSONNEL or EQUIPMENT shall be due or paid by COMPANY for the period of such interruption. The compensation or rate for such CONTRACTOR PERSONNEL, other CONTRACTOR PERSONNEL and/or EQUIPMENT directly affected (if any) shall recommence on resumption of interrupted SERVICES or alternative SERVICES.

9. DOCUMENTATION & OBLIGATIONS:

- 9.1. CONTRACTOR shall treat the documents, drawings and data given by COMPANY in strict confidence, protected against fire, theft and destruction, and shall promptly return them upon demand by COMPANY or, if no such demand is made by COMPANY, at the time of delivery by CONTRACTOR to COMPANY of the FINAL DOCUMENTATION or in any event in case of CONTRACT termination.
- 9.2. The documents, drawings and data that COMPANY provides to CONTRACTOR shall be the best information available to COMPANY. Nevertheless, COMPANY shall not be responsible for the correctness, completeness, sufficiency or accuracy of such documentation and COMPANY shall not be liable for any additional costs caused by or arising from any ambiguity, error or omission in any such documentation. CONTRACTOR undertakes to make no claims whatsoever or requests for VARIATION ORDERS, for price adjustments and/or time extensions based on his failure to sufficiently acquaint himself with, or on his reliance on, such COMPANY supplied information, documents, drawings and data.
- 9.3. Notwithstanding Article-9.2, the CONTRACTOR represents and warrants that:
 - a) they are complete and sufficient for the provision/execution of the GOODS/WORK/SERVICES and for the evaluation of all the costs, risks and contingencies connected therewith; and
 - b) CONTRACTOR shall be responsible for their interpretation and any subsequent misunderstanding, but shall not be responsible for their correctness and/or-accuracy.
 - c) if, during the development of COMPANY's technical documents, CONTRACTOR finds any anomaly or error in the documents provided by COMPANY affecting the operational efficiency of the GOODS, or part thereof, CONTRACTOR shall promptly notify COMPANY forthwith proposing the necessary modifications to be made. COMPANY shall resolve such anomalies or errors and CONTRACTOR shall thereafter be entitled to rely on the amended COMPANY document.
- 9.4. In compliance with Article 'Variations', CONTRACTOR shall not make the aforesaid modifications, alterations or changes without prior APPROVAL of the COMPANY.
- 9.5. Without prejudice to the above, CONTRACTOR shall be entitled to request a VARIATION ORDER in accordance with Article 'Variation' for any cost and/or schedule impact directly resulting from errors of correctness or accuracy, which errors CONTRACTOR could not mitigate using all its reasonable endeavors.

- 9.6. CONTRACTOR represents and warrants to have reviewed and endorsed the complete documentation as being correct, adequate and suitable for carrying out the SERVICES/WORKS in accordance with the CONTRACT and therefore CONTRACTOR shall be responsible for completion of design within the parameters of the scope of work and for the overall constructability, installability and operability of the GOODS/SERVICES/FACILITY based on the scope of work and CONTRACTOR shall not claim that the COMPANY provided documentation or any part thereof was defective or incomplete or that the GOODS/SERVICES/WORKS were delayed, or the CONTRACT PRICE increased, by any error, omission, contradiction or ambiguity in the documentation.
- 9.7. COMPANY may update or modify the provided documentation or any part thereof, supplying to CONTRACTOR such design data, software, calculations, drawings, specifications and other information relating to the design of the SERVICES/WORKS as may be required for the performance of the SERVICES/WORKS. CONTRACTOR shall review, within the time required by COMPANY, such modification required by COMPANY and should any conflict, error or discrepancy result as a consequence of such update, modification and/or its effects, CONTRACTOR shall forthwith notify COMPANY in writing at once, and COMPANY shall issue written instructions to be followed.
- 9.8. In the event COMPANY updates or modifies the documentation in accordance with Article-9.7, CONTRACTOR shall be responsible for accepting, subsequent to its review in accordance with the above, the said modifications and documentation shall be modified and updated accordingly and Articles-9.6 and 9.7 shall continue to apply.
- 9.9. CONTRACTOR shall not deviate from the specifications and drawings supplied by COMPANY without prior APPROVAL. Materials shall not be substituted from those specified, nor shall or-equal items be furnished pursuant to the specifications and drawings without prior APPROVAL.
- 9.10. CONTRACTOR shall submit for APPROVAL to COMPANY REPRESENTATIVE, within the timescales set out, all 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 WORKS/SERVICES and in connection with the performance thereof, including the results thereof made by CONTRACTOR. All TECHNICAL DOCUMENTATION, including any drawings, calculations and/or reports, shall be signed by CONTRACTOR's authorized officer.
- 9.11. Within Fourteen (14) working days from the date of receipt of such documents, COMPANY REPRESENTATIVE shall APPROVE or reject the above documents giving reasons therefor, and, in the event COMPANY REPRESENTATIVE rejects such documents, CONTRACTOR shall replace and re-issue such documents within a reasonable time at its cost. APPROVAL by COMPANY REPRESENTATIVE shall not relieve CONTRACTOR of any of its obligations under this CONTRACT. CONTRACTOR shall maintain at all times for the duration of the CONTRACT up to date, complete and accurate copies of the TECHNICAL DOCUMENTATION. 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.
- 9.12. 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.
- 9.13. Interpretations, research, analysis, recommendations, advice or interpretational data (Interpretations and/or Recommendations) furnished by CONTRACTOR hereunder are opinions based upon inferences from measurements, empirical relationships and assumptions. Accordingly, subject to CONTRACTOR's representations pursuant to Article REPRESENTATION AND WARRANTIES, CONTRACTOR does not warrant the accuracy, correctness, or completeness of any such Interpretations and/or Recommendations, or that COMPANY's or any person's reliance on such Interpretations and/or Recommendations will

accomplish any particular results and COMPANY assumes full responsibility for the use of such Interpretations and/or Recommendations and for all decisions based thereon (including without limitation decisions based on any oil and gas evaluations, production forecasts and reserve estimates, furnished by CONTRACTOR to COMPANY hereunder) and COMPANY waives any and all claims it may at any time have against CONTRACTOR in respect thereof.

- 9.14. CONTRACTOR shall be responsible for and shall pay the cost of providing the TECHNICAL DOCUMENTATION, FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations) developed or arising during the SERVICES/WORKS and in connection with the performance thereof including the results thereof made by CONTRACTOR. CONTRACTOR will endeavor to transmit data to COMPANY as accurately and securely as practicable in accordance with current industry practice but, notwithstanding the foregoing, CONTRACTOR does not warrant the accuracy of transmittals by electronic processes and is not responsible to COMPANY for errors caused by failures in such transmittal or accidental or intentional interception of such data by others.
- 9.15. CONTRACTOR shall provide to COMPANY copies of all documentation used by CONTRACTOR or its SUBCONTRACTORS to perform the SERVICES/WORKS under this CONTRACT.

10. COMPANY ITEMS:

- 10.1. The items (material, goods or equipment) under possession, care and custody of the COMPANY and required by the CONTRACTOR to perform SERVICES/WORKS COMPANY shall be considered as COMPANY ITEMS. COMPANY shall provide such COMPANY ITEMS to the CONTRACTOR in time for their use by CONTRACTOR.
- 10.2. CONTRACTOR shall notify COMPANY of any lack of, or requirement for, COMPANY ITEMS required under this CONTRACT to be supplied by COMPANY in sufficient time for COMPANY to furnish said COMPANY ITEMS in advance of CONTRACTOR's need. CONTRACTOR shall take all reasonable steps to avoid delays due to such deficiency of the furnished COMPANY ITEMS.
- 10.3. Unless otherwise agreed, the COMPANY ITEMS will be delivered to CONTRACTOR's stores, yards or warehouses and CONTRACTOR shall handle, load and unload the COMPANY ITEMS in the respective places of delivery.
- 10.4. The delivery and acceptance of all such COMPANY ITEMS shall be entered in suitable Registers of Receipt. CONTRACTOR shall take good care of the COMPANY ITEMS delivered to CONTRACTOR by COMPANY and shall place them under adequate cover and take all reasonable measures to avoid losses, damage or deterioration, including from theft or fire.
- 10.5. Within seven (7) days of receipt of any COMPANY ITEMS from COMPANY, CONTRACTOR shall perform a visual inspection of them, at COMPANY's option in the presence of COMPANY personnel, and notify COMPANY in writing of any visible deficiency within Fifteen (15) days of the date of receipt. Subject to such notification, COMPANY ITEMS shall be deemed accepted by CONTRACTOR and the delivery and acceptance of all such COMPANY ITEMS shall be recorded in writing by COMPANY and CONTRACTOR.
- 10.6. CONTRACTOR shall carry out all operations necessary to ensure the proper incorporation of COMPANY ITEMS in the FACILITY, including the checking of all interfaces with CONTRACTOR ITEMS and any related engineering, materials supply, fabrication and/or construction activities. CONTRACTOR shall immediately notify COMPANY if any defects become apparent in COMPANY ITEMS during the performance of the WORKS.
- 10.7. Without prejudice to Articles 'LIABILITIES AND INDEMNITIES' and 'INSURANCE REQUIREMENTS', CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of COMPANY ITEMS from the date of delivery of COMPANY ITEMS to CONTRACTOR GROUP until the date of re-delivery thereof during which time, CONTRACTOR shall maintain the COMPANY ITEMS with adequate storage and preservation in accordance with the CONTRACT requirements, including protection against, inter alia, weather hazards, water, humidity, sand, fire, theft and vandalism.

- 10.8. CONTRACTOR shall return the COMPANY ITEMS (i) as soon as they are no longer required for the performance of the SERVICES/WORKS or, on the earlier of: (ii) COMPANY request or (iii) within a period of Fifteen (15) days from the date of completion of the SERVICES/WORKS. In all cases, the COMPANY ITEMS shall be returned in as good a condition as when provided, except for ordinary wear and tear, and shall be delivered at the same stores, yards or warehouses as they were received or in any other place designated by COMPANY, provided such place is not farther away from the AREA OF OPERATIONS than such stores, yards or warehouses.
- 10.9. CONTRACTOR shall notify COMPANY of any COMPANY ITEMS supplied to CONTRACTOR by COMPANY that are surplus and, without additional compensation, shall cooperate with COMPANY in the disposition of such surplus, as directed by COMPANY.
- 10.10. If COMPANY agrees to provide CONTRACTOR with electricity, gas, water, other utility or any service whatsoever, COMPANY shall not be responsible and shall have no liability for damage or delay suffered by CONTRACTOR as a result of breakdown or suspension of these services for any reason, provided that the suspension or breakdown shall not be due to an unjustified act or omission or order of COMPANY.
- 10.11. COMPANY may assign to CONTRACTOR any COMPANY ITEM under following scenarios:
- a) COMPANY may assign to CONTRACTOR, at any time any contract for the supply of COMPANY ITEMS that COMPANY has entered and in such event COMPANY shall deliver to CONTRACTOR a complete copy of each contract for COMPANY ITEMS that COMPANY wishes to assign to CONTRACTOR, and CONTRACTOR shall accept the assignment of such contracts and execute an Assignment Agreement in the form provided by COMPANY within One (1) month from the date of delivery of the relevant contract.
 - b) COMPANY and CONTRACTOR shall agree the effects of the assignments carried out and COMPANY shall issue a VARIATION ORDER in respect thereof which, inter alia, may amend the CONTRACT PRICE by the full amount of the prices of the ASSIGNED CONTRACTS at the date of assignment, it being understood that all the amounts paid by COMPANY in respect of such ASSIGNED CONTRACTS prior to the effective date of the relevant Assignment Agreements shall be considered as having already being paid by COMPANY to CONTRACTOR under the CONTRACT.
 - c) CONTRACTOR hereby undertakes to assume as of the effective date of the relevant Assignment Agreements, all COMPANY's duties and obligations resulting from the ASSIGNED CONTRACTS (including any payment obligations). The assignment of the ASSIGNED CONTRACTS shall not relieve CONTRACTOR of any of his liabilities or obligations under the CONTRACT nor shall default on the part of contractors of ASSIGNED CONTRACTS be considered as an event of FORCE MAJEURE. CONTRACTOR shall be responsible towards COMPANY for the proper performance of the ASSIGNED CONTRACTS in accordance with their terms. CONTRACTOR shall not modify any terms and conditions of such contracts without APPROVAL.
 - d) In case of default in the performance of any ASSIGNED CONTRACTS occurring after the assignment of such contracts to CONTRACTOR, CONTRACTOR shall remain responsible for the proper application of the corresponding provisions of such contracts and for taking any and all remedial steps necessary to ensure the proper performance of the WORKS in accordance with the CONTRACT EXECUTION PLAN.

11. CONTRACTOR ITEMS:

- 11.1. CONTRACTOR shall, at its own expense, provide, maintain in good working order, repair and replace where necessary CONTRACTOR ITEMS.
- 11.2. CONTRACTOR shall, within seven (7) days of the EFFECTIVE DATE, submit to COMPANY the procurement plan, shipping and delivery schedules in respect of the delivery dates of CONTRACTOR ITEMS, which shall comply with the requirements of the CONTRACT EXECUTION PLAN. Within seven (7) days of receipt thereof, COMPANY REPRESENTATIVE shall either APPROVE same or notify CONTRACTOR of changes required to obtain APPROVAL.

In the latter event, CONTRACTOR shall promptly modify and re-submit such procurement plan, shipping and delivery schedules.

- 11.3. CONTRACTOR shall transport CONTRACTOR ITEMS to SITE in accordance with the terms of the CONTRACT and shall be responsible for the care, custody, control, protection and/or preservation of CONTRACTOR ITEMS from the EFFECTIVE DATE until the date upon which responsibility therefor passes to COMPANY in accordance with this CONTRACT.
- 11.4. CONTRACTOR shall provide adequate protection, warehousing and maintenance of CONTRACTOR ITEMS throughout their storage period at the SITE and shall arrange and manage the proper identification and administration of CONTRACTOR ITEMS delivered to CONTRACTOR.
- 11.5. CONTRACTOR shall submit a monthly progress and look ahead report to COMPANY, which shall show the progress status and schedule of the supply of CONTRACTOR ITEMS and include such details as shall be specified by COMPANY.
- 11.6. CONTRACTOR shall notify COMPANY of the proposed delivery date of the CONTRACTOR ITEMS together with a copy of the packing lists 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 Two (2) weeks prior to their delivery in accordance with the shipping and packing instructions set out in Appendix.
- 11.7. Unless specifically stated otherwise in the CONTRACT, the CONTRACTOR shall provide any spare parts for CONTRACTOR ITEMS to be used for the commissioning and start-up activities, the cost for which shall be included in the CONTRACT PRICE. As regards any spare parts for CONTRACTOR ITEMS recommended for the duration of the CONTRACT, the CONTRACTOR shall provide a list, in accordance with COMPANY's instructions.

12. EQUIPMENT / CONSTRUCTION EQUIPMENT:

- 12.1. CONTRACTOR shall, at its own expense, provide and maintain all EQUIPMENT / CONSTRUCTION EQUIPMENT adequate and necessary to perform the SERVICES / WORKS.
- 12.2. All EQUIPMENT / CONSTRUCTION EQUIPMENT shall be free from defects, be safe, fit for use and maintained at all times in first class operating condition with appropriate and uninterrupted valid certification in accordance with APPLICABLE LAW and the requirements of the CONTRACT, be free of any liens or legal charges, and suitable for the safe and efficient performance of the SERVICE / WORKS. CONTRACTOR shall not use any EQUIPMENT outside the limits of the manufacturer's specification and/or as accepted by a recognized certification agency.
- 12.3. Upon COMPANY's request, CONTRACTOR shall provide COMPANY with the technical characteristics and the operating and maintenance conditions of the major items of EQUIPMENT / CONSTRUCTION EQUIPMENT, as well as the names of the owners of the same. CONTRACTOR shall not use any EQUIPMENT / CONSTRUCTION EQUIPMENT outside the limits of the manufacturer's specification and/or as accepted by a recognized certification agency.
- 12.4. CONTRACTOR shall mobilize and maintain any EQUIPMENT / CONSTRUCTION EQUIPMENT with the qualified personnel, the necessary consumables and maintenance parts for the proper and safe operation and maintenance thereof and ready for immediate use in compliance with the CONTRACT.
- 12.5. CONTRACTOR shall ensure that any EQUIPMENT / CONSTRUCTION EQUIPMENT shall not be likely to need any repair, replacement or overhaul during its use under the CONTRACT and CONTRACTOR shall assume responsibility for all and any delays to maintain and to immediately replace or repair any defective EQUIPMENT / CONSTRUCTION EQUIPMENT and to supply necessary spare parts and/or consumables therefor and not achieving such requirements in a timely manner without any charge to COMPANY.
- 12.6. COMPANY shall have the right to inspect any EQUIPMENT / CONSTRUCTION EQUIPMENT and CONTRACTOR shall allow COMPANY and/or its representatives free access there. Should any

EQUIPMENT / CONSTRUCTION EQUIPMENT be found unsafe or defective, CONTRACTOR shall replace or repair it as soon as reasonably practicable.

- 12.7. At all times during the performance of the SERVICE / WORKS, certification for all EQUIPMENT / CONSTRUCTION EQUIPMENT shall be kept valid and CONTRACTOR shall provide to COMPANY, upon request, copies of all relevant documents and certificates.
- 12.8. If any EQUIPMENT / CONSTRUCTION EQUIPMENT is not supplied or fails to perform in compliance with the CONTRACT requirements, no compensation or rate for such EQUIPMENT / CONSTRUCTION EQUIPMENT shall be payable to CONTRACTOR for the period of non-availability or malfunction. Furthermore, if the non-availability or malfunction of any EQUIPMENT / CONSTRUCTION EQUIPMENT (or part of it) prevents any other EQUIPMENT (or part of it) from operating or causes the malfunctioning of the same or causes a standby period therefore waiting for the restart of the performance of the unavailable or failing EQUIPMENT, no compensation or rate shall be payable to CONTRACTOR for any EQUIPMENT / CONSTRUCTION EQUIPMENT (or part of it) affected. The period of non-availability or malfunction shall include, but not be limited to, the time elapsed from the moment the unavailability or malfunction occurred until the operations will be regularly resumed using that EQUIPMENT (e.g. Circ. POOH (Pool Out Of Hole), replace tool and RIH (Run In Hole) at the same depth).

13. VALUE OF THE EQUIPMENT AND DEPRECIATION:

Unless otherwise specifically stated, depreciation shall apply as follows:

Drilling and Measurement Services

Depreciated Value is referred to the value of EQUIPMENT included in the CONTRACT, less depreciation of 1/1000 of such value calculated for each day from the last general documented revision of the EQUIPMENT to the day of its loss or destruction.

The value of depreciation to be deducted from the value of EQUIPMENT shall not exceed 50%, except for MWD and LWD EQUIPMENT, whose value of depreciation to be deducted from the value of the EQUIPMENT shall not exceed 15%.

Logs and Shots

Depreciated Value is referred to the value of EQUIPMENT included in the CONTRACT, less depreciation of 0.27/1000 of such value calculated for each day from the last general documented revision of the EQUIPMENT to the day of its loss or destruction. Furthermore, it is established that the value of depreciation to be deducted from the value of the EQUIPMENT of the logs and shots EQUIPMENT, shall not exceed 50%.

Coiled Tubing and Nitrogen

Depreciated Value is referred to the value of EQUIPMENT included in the CONTRACT, less depreciation of 0.6/1000 of such value calculated for each day from the last general documented revision of the EQUIPMENT to the day of its loss or destruction. Furthermore, it is established that the value of depreciation to be deducted from the value of the EQUIPMENT of the Coiled tubing and nitrogen EQUIPMENT, shall not exceed 50%.

DST

Depreciated Value is referred to the value of EQUIPMENT included in the CONTRACT, less depreciation of 0.6/1000 of such value calculated for each day from the last general documented revision of the EQUIPMENT to the day of its loss or destruction. Furthermore, it is established that the value of depreciation to be deducted from the value of the EQUIPMENT of the DST EQUIPMENT, shall not exceed 50%.

Cementing, Pumping and Well Testing Services (excluding DST)

No depreciation shall apply for the EQUIPMENT used in these SERVICES.

Other Services

For the EQUIPMENT used in the SERVICES that are not included in Clauses 'EXPORT CONTROL', the 'depreciated value' is referred to the value of EQUIPMENT included in the CONTRACT, less depreciation of 0.6/1000 of such value calculated for each day from the last general documented

revision of the EQUIPMENT to the day of its loss or destruction. Furthermore, it is established that the value of depreciation to be deducted from the value of the EQUIPMENT shall not exceed 50%.

Wear and Tear

Normal wear and tear to the EQUIPMENT shall not be considered as damages and therefore shall not be reimbursed to CONTRACTOR. The following shall not be considered normal wear and tear:

The excessive wear and tear of the downhole EQUIPMENT including, without limitation, stress and damages arising from excessive consumption caused by the corrosion and abrasive effects of well fluids, damages deriving from the excessive entity of dog leg operations of fishing during which jars or explosive charges back off cutters are used, excessive wear and corrosion due to chemical agents present in the muds and the fluids extracted.

CONTRACTOR shall, within 15 days from the date when EQUIPMENT is returned to CONTRACTOR's base but not more than 45 days from the completion of the SERVICES, notify COMPANY of the recognizable damages; in the absence of notification within the above-mentioned period, the damages shall be borne by CONTRACTOR. Following receipt of CONTRACTOR's notification, the PARTIES undertake to meet within fifteen days in an endeavor to mutually determine whether any damage not to be considered normal wear and tear actually occurred, sharing for this purpose the results of respective investigations.

The PARTIES may consider, on each occasion, the other events of excessive wear and tear, agreeing on their respective responsibility.

14. INSPECTION AND TESTING:

- 14.1. If required as part of CONTRACT, the CONTRACTOR shall submit a detailed inspection schedule and test program together with overall inspection and all related specimen test report forms to the COMPANY for necessary APPROVAL. After receipt of such detailed program, 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 program with the modifications required by COMPANY. APPROVAL of such program shall be obtained prior to the performance of any test of GOODS / WORKS to which they relate.
- 14.2. 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, 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.
- 14.3. Notwithstanding the above-mentioned articles, 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.
- 14.4. Where tests are required to be carried out after the delivery of the GOODS by CONTRACTOR at the DELIVERY POINT, the CONTRACTOR shall provide Ten (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.
- 14.5. In case the nature of the SERVICE requires that it be submitted to tests as the SERVICE proceeds, or submitted to specific tests or inspections according to the CONTRACT,

CONTRACTOR shall notify COMPANY and, when required by APPLICABLE LAW, the Government authority in adequate time that the SERVICE is ready for the test in order that COMPANY's REPRESENTATIVE(S) and/or the representative of the Government authority shall have the opportunity of being present at all such tests.

- 14.6. 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 / WORKS 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.
- 14.7. 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 and all facilities for checking and reading all testing equipment and appliances, for examination of materials and for checking that all CONTRACTOR ITEMS are manufactured and tested, and all WORKS are performed in accordance with the requirements of the CONTRACT.
- 14.8. All costs of the inspectors appointed by COMPANY in connection with the tests required by the CONTRACT shall be on COMPANY's account. Any and all other costs incurred in running the tests shall be borne by CONTRACTOR. More specifically, CONTRACTOR shall meet the cost of:
 - a) obtaining the necessary approvals from, and/or having the tests performed by, the proper regulatory bodies.
 - b) supplying adequate equipment, electricity and/or motive power, water, handling equipment as well as all things necessary to run the tests.
 - c) repeating any operations, e.g. handling operations, assemblies and stripping down, in connection with the GOODS to be tested.
 - d) additional services rendered by the Inspectors appointed by COMPANY in the event that CONTRACTOR fails to enable such Inspectors to witness the tests.
 - e) repeating any test(s) in the event that the result does not conform to the requirements of the CONTRACT.
- 14.9. CONTRACTOR shall give COMPANY or any inspecting authority a relevant 'Notice for readiness for inspection' at least Fifteen (15) working days in advance of any date of inspection in program. COMPANY, and any inspecting authority authorized by COMPANY or APPLICABLE LAW, shall be entitled to witness and collect evidence with respect to all and any such inspections and tests.
- 14.10. CONTRACTOR shall ensure that COMPANY and any authorized representative, and any Government authority if required by APPLICABLE LAW, is aware at least Fifteen (15) working days in advance of any inspections and tests and any GOODS / SERVICES / WORKS to be covered up or put out of view. Such operations shall not be made without APPROVAL of the COMPANY. In the event COMPANY has not provided its APPROVAL or comments within the above-mentioned period of time, such provision of GOODS / SERVICES / WORKS shall be deemed to have been approved at the expiry of such period.

- 14.11. 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.
- 14.12. At any time during the provision of the GOODS / WORKS, COMPANY shall have the right to instruct CONTRACTOR to perform a re-examination of any part of the GOODS / WORKS and CONTRACTOR shall re-inspect and/or re-test such parts of the GOODS as instructed by COMPANY, except where the GOODS / WORKS are no longer reasonably accessible to be re-examined. Should such re-examined parts of the FACILITY or WORKS be found to be in conformity with the CONTRACT requirements, and provided CONTRACTOR has given notice prior to inspection and/or cover-up or putting out of view in accordance with the PROVISIONAL ACCEPTANCE, the CONTRACTOR shall be entitled to submit a proposal for variations in accordance with the Article 'Variations'. Should such re-examined parts of the FACILITY or WORKS be found to be not in conformity with the CONTRACT requirements, CONTRACTOR shall bear all resulting expenses and shall immediately replace or repair the defective WORKS, it being understood that no extension of the CONTRACT EXECUTION PLAN shall be allowed as a result thereof.
- 14.13. Prior to transportation from any WORKSITES to SITE of any and all parts of major components of the FACILITY, including packages and/or modules, by sea or by special means or any other major transportation, CONTRACTOR shall obtain all necessary inspection certificates by authorized Certifying Agencies with respect to the characteristics of the means and procedures to be used during packing, weighing, load-out, transportation, offloading, installation and the like.
- 14.14. Unless an agreement to the contrary has been made, it is understood that tests necessary for the kind of work in question, according to good practice, shall form an integral part of the carrying out of the SERVICE and shall be for the account of, and carried out under the responsibility of, CONTRACTOR who shall also supply the necessary testing equipment.
- 14.15. CONTRACTOR shall perform, and have performed by SUBCONTRACTORS, any and all inspections and tests which COMPANY from time to time believes are appropriate.
- 14.16. In the event of continuing or persistent failure of the GOODS to meet such tests, COMPANY may give notice of default to CONTRACTOR, and COMPANY reserves the right to terminate the CALL-OFF ORDER covering the defective GOODS in accordance with Article 'Termination for cause'.
- 14.17. 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.
- 14.18. CONTRACTOR shall provide all labor, materials, facilities and equipment for such inspections and tests and all costs related thereto shall be deemed included in the CONTRACT PRICE.

15. QUALITY ASSURANCE:

- 15.1. If the scope of the work requires submission of Quality Assurance System, the CONTRACTOR shall submit to COMPANY for approval, within Fifteen (15) days of the EFFECTIVE DATE, detailed quality assurance system, establish and maintain an organization securing the various related functions and develop a Quality Assurance program covering the various phases of the GOODS / SERVICES / WORKS that complies with all in accordance with the Quality Assurance and Quality Control requirements set out in the CONTRACT. Within Fifteen (15) days of the receipt of the detailed quality assurance system, organization and program, 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 system, organization and program with the modifications required by COMPANY.

- 15.2. Once APPROVED by COMPANY, CONTRACTOR shall maintain and observe for the duration of the CONTRACT the detailed quality assurance system in accordance with the INTERNATIONAL GOOD OIL FIELD PRACTICE.

16. ACCESS TO WORKS:

- 16.1. At all times during working hours and during all phases of the SERVICES/WORKS, in order to allow COMPANY to inspect the quality and progress of the SERVICES/WORKS in all respects and to ascertain compliance with the CONTRACT requirements, CONTRACTOR shall allow COMPANY REPRESENTATIVE, or his delegates, free and full access to CONTRACTOR premises, including workshops and SERVICES/WORKS SITES and shall ensure similar access to premises of SUBCONTRACTORS where any SERVICE/WORK is being or shall be performed. In order to ensure safe and proper access to the SERVICES/WORKS, CONTRACTOR shall make available as necessary, sufficient, safe and proper facilities such as temporary stairs, gangways and the like.
- 16.2. CONTRACTOR shall also, at COMPANY's request, in connection with the CONTRACT, allow COMPANY GROUP and its personnel, together with their equipment, free access to workshops and SERVICES/WORKS SITES during working hours, provided however that such COMPANY GROUP and its personnel comply with CONTRACTOR's safety regulations as notified by CONTRACTOR.

17. PERFORMANCE SCHEDULE:

- 17.1. CONTRACTOR undertakes to complete the SERVICES/WORKS, and each separate part of the SERVICES/WORKS, on or before the dates and times for completion set out in the CONTRACT EXECUTION PLAN.
- 17.2. CONTRACTOR hereby guarantees timely performance of the SERVICES/WORKS as per the CONTRACT EXECUTION PLAN, failing which COMPANY shall have the remedies specified under the CONTRACT, including those concerning defective performance by CONTRACTOR and Liquidated Damages as applicable. It is hereby specified that the CONTRACT EXECUTION PLAN is deemed to include all notice periods specified in the CONTRACT, including time necessary to obtain APPROVAL, and/or certificates from COMPANY, CERTIFYING AUTHORITIES and other inspecting, certifying and warranty entities, legal and customs authorities and provisions for equipment breakdown, maintenance, customs formalities, handling, transport and the like.
- 17.3. CONTRACTOR shall schedule, report, forecast and control progress of the SERVICES/WORKS in accordance with this CONTRACT or as otherwise required by COMPANY REPRESENTATIVE.
- 17.4. Should COMPANY REPRESENTATIVE at any time believe that CONTRACTOR is failing to perform in accordance with the CONTRACT EXECUTION PLAN, COMPANY may send a written notice to CONTRACTOR requiring it to (i) take such corrective action as is acceptable to COMPANY to ensure that the SERVICES/WORKS, and each phase thereof, are completed in accordance with the CONTRACT EXECUTION PLAN and (ii) produce a revised program showing the modifications to the original program necessary to ensure completion of the SERVICES/WORKS by the COMPLETION DATE and its separate phases by the relevant dates. If corrective action is not commenced, or a recovery plan not agreed with COMPANY, within Five (5) days after the date of the written notice, COMPANY may perform the SERVICES/WORKS or a part thereof or have it performed by others. All costs incurred related thereto shall be borne by CONTRACTOR and shall be recoverable by COMPANY from any amount due to CONTRACTOR.
- 17.5. Should CONTRACTOR, during the performance of the SERVICES/WORKS, encounter delays affecting the critical path required to meet the detailed CONTRACT EXECUTION PLAN, CONTRACTOR shall immediately notify COMPANY and initiate and take all necessary steps to remedy such delays according to the requirements of the CONTRACT, including mobilizing additional resources as necessary with no additional cost to COMPANY.
- 17.6. In the event of any APPROVED extension of time in accordance with the CONTRACT, CONTRACTOR shall produce a revised document for the execution of the SERVICES/WORKS showing modifications necessary to complete the SERVICES/WORKS. After review by

COMPANY, COMPANY may APPROVE the revised document for the performance of the SERVICES/WORKS as a replacement of the previous document for the performance of the SERVICES/WORKS that formed the CONTRACT EXECUTION PLAN or may reject the revised document, requiring CONTRACTOR to take all necessary steps to mitigate any delays. The revised document APPROVED by COMPANY for the performance of the SERVICES/WORKS shall then be the CONTRACT EXECUTION PLAN.

- 17.7. CONTRACTOR shall liaise and cooperate with and afford all reasonable facilities and assistance to members of COMPANY GROUP and the relevant local authorities, without prejudice to its other obligations under this CONTRACT. CONTRACTOR acknowledges that its performance of the SERVICES/WORKS may be affected as a result of such liaison and cooperation and that it has included for such in the rates that it is charging, its schedule organization and staffing levels. CONTRACTOR shall schedule the order of performance of the SERVICES/WORKS in such a manner as to accommodate and minimize interference with the activities of such parties and no extension of time for completion of the SERVICES/WORKS and no additional remuneration will be payable by COMPANY to CONTRACTOR in respect of any such re-scheduling, interferences or any interruption.
- 17.8. By entering into this CONTRACT, CONTRACTOR acknowledges that there may be other contractors working within or in the vicinity of the SITE whose work must be coordinated and scheduled with that of CONTRACTOR. CONTRACTOR shall take all reasonable steps to ensure that the SERVICES/WORKS are properly scheduled and coordinated the requirements for the SERVICES/WORKS with the requirements governing the work of the other contractors and safety programs, and endeavor to minimize any delay, hindrance or interference with the work of other contractors or COMPANY, provided, however that the SERVICES/WORKS shall at all times have priority over the work of any other contractor. CONTRACTOR also expressly agrees that, in the event the SERVICES/WORKS are hindered, delayed, interfered with, or otherwise affected by another contractor, CONTRACTOR shall initially attempt to directly resolve issues relating to scheduling and coordination with any other contractor.
- 17.9. CONTRACTOR shall promptly, within Three (3) days, notify COMPANY of the date and reason for the occurrence of any delay or interruption of SERVICES/WORKS. Failure of CONTRACTOR promptly within Three (3) days to notify shall prevent CONTRACTOR from the right to present any claim in respect thereof.

18. SCHEDULE OF DELIVERY:

CONTRACTOR shall supply the GOODS in accordance with the schedule as per the details specified in CALL-OFF ORDER.

19. 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 authorized officer.

20. SPARE PARTS AND INTERCHANGEABILITY:

- 20.1. Unless specifically stated otherwise in CONTRACT, the CONTRACTOR shall provide all spare parts to be used for installation, commissioning and start-up activities, the cost for which shall be included in the CONTRACT PRICE.
- 20.2. CONTRACTOR shall deliver the spare parts in accordance with the terms of the CONTRACT and warrants that the spare parts are original, free from defects and interchangeable and CONTRACTOR shall promptly replace, at its cost and expense, any spare parts that do not meet the above requirements. Failure to comply with such requirements shall entitle COMPANY to ask CONTRACTOR the Liquidated Damages as stated in the CONTRACT.
- 20.3. CONTRACTOR shall issue the final recommended spare part list for Two (2) years of operation within the term indicated in the CONTRACT; prices for which shall be valid for least Two (2) years from the date of the FINAL ACCEPTANCE CERTIFICATE or the validity of the CONTRACT, whichever is later.

21. TOLERANCE OF QUANTITY:

- 21.1. For the supply of GOODS especially in bulk category like Drilling Tubulars or Line Pipes, the tolerance of supplied quantity shall be set out upfront.
- 21.2. The PARTIES agree that the tolerance of quantity of such GOODS shall be as per the percentage (%) specified in Appendix-A of the CONTRACT.

22. PACKING AND MARKING:

- 22.1. For the supply of GOODS, the CONTRACTOR shall ensure that packing shall be weather resistant and suitable for the risks associated with the mode of transport deployed, loading and unloading operations and that all costs thereof are included in the CONTRACT PRICE. 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.
- 22.2. CONTRACTOR shall be responsible to maintain the packing and marking of the supplied GOODS in order to comply with the APPLICABLE LAW for the transportation of such GOODS by air, sea or land, which includes but not limited to consideration of fragile or dangerous GOODS. The pertinent costs shall be included in the CONTRACT PRICE.
- 22.3. 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.
- 22.4. CONTRACTOR shall supply the GOODS in accordance with the marking requirements set out in the CONTRACT.

23. CUSTOM DUTIES AND FEES:

- 23.1. In case the scope of the CONTRACT requires delivery of GOODS or EQUIPMENT by the CONTRACTOR to the COMPANY on DDP/DAP basis or at COMPANY appointed SITE or premises, or any GOODS or EQUIPMENT as required by the CONTRACTOR for the performance of SERVICES / WORKS for the COMPANY, the 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 GOODS, EQUIPMENT, CONSTRUCTION EQUIPMENT, CONTRACTOR ITEMS, COMPANY ITEMS, machinery, materials, spares, instruments, tools and whatever items to be used by CONTRACTOR GROUP for the purpose of provision of the GOODS/SERVICES/WORKS 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.
- 23.2. 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 the paragraph above.
- 23.3. Without prejudice to the generality of paragraphs above, CONTRACTOR, if requiring the import of items to be furnished for the performance of the SERVICES/WORKS, shall deal with such imports (and shall ensure that each SUBCONTRACTOR shall similarly do so) in conformance with any legal, regulatory or contractual provisions which may grant COMPANY concessionary duties rates or exemption from local customs duties (including sales taxes and other surcharges in relation thereto and license and import/ export authorization fees). The CONTRACTOR acknowledges that COMPANY does not warrant the availability of any concessionary rate/exemption, provided:
 - a) CONTRACTOR shall indicate in its import applications that all such items are to be used by CONTRACTOR for COMPANY's project and shall comply with such directions of COMPANY as are necessary to gain such concessionary rate/exemption (including but not limited to the provision of such documentation as may be required by COMPANY pursuant to any such legal, regulatory or contractual provision);

- b) notwithstanding the foregoing, 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 gain such concessionary rate/exemption; provided that COMPANY agrees to use all reasonable endeavors to assist CONTRACTOR matters in relation thereto.
- c) if governmental permits for the importation of GOODS, EQUIPMENT, CONSTRUCTION EQUIPMENT, CONTRACTOR ITEMS, and other items contemplated by this Article include the obligation to re-export, CONTRACTOR shall comply with such obligations in a timely manner and CONTRACTOR shall reimburse COMPANY for and indemnify COMPANY against duties or charges or fines arising from its failure to so comply. In any event unless specifically authorized otherwise, all items not being part of the permanent SERVICES/WORKS must be re-exported upon termination or completion of the SERVICES/WORKS.
- d) on termination of this CONTRACT, CONTRACTOR shall (i) remove all EQUIPMENT, CONSTRUCTION EQUIPMENT, CONTRACTOR ITEMS and material not being part of the permanent SERVICES/WORKS from the site forthwith and (ii) notify any applicable customs or fiscal authorities immediately of such fact.

24. EXPORT CONTROL:

- 24.1. CONTRACTOR represents and warrants that, at the time of the execution of the CONTRACT:
 - a) the CONTRACT terms comply with any APPLICABLE LAW concerning import/export and/or international trade sanctions.
 - b) nothing in any APPLICABLE LAW concerning import/export and/or international trade sanctions shall prevent delays or hinders, in whole or in part, the performance of the CONTRACT by CONTRACTOR in accordance with the terms of the CONTRACT.
- 24.2. Should any change in any APPLICABLE LAW concerning import/export and/or international trade sanctions intervened after the CONTRACT execution prevent, delay or hinder the performance of the CONTRACT by CONTRACTOR:
 - a) CONTRACTOR shall inform COMPANY as soon as practical, by sending written notice describing the impact of such change on the performance of the CONTRACT,
 - b) further to such notice, the PARTIES shall meet to discuss possible adjustment to the CONTRACT terms, in any event not later than Seven (07) days.
- 24.3. In any event, neither PARTY can be required to perform any contractual obligation to the extent it would cause a breach of or result in a penalty under any APPLICABLE LAW concerning import/export and/or international trade sanctions.
- 24.4. Notwithstanding anything to the contrary, should the performance of the CONTRACT be prevented, delayed or hindered due to the above-mentioned APPLICABLE LAWS for a period exceeding Forty-Five (45) days, COMPANY shall have the right to terminate the CONTRACT by sending to CONTRACTOR a written notice stating its intention to do so. In such a case COMPANY shall pay to CONTRACTOR the CONTRACT PRICE for the portion of the GOODS / SERVICES / WORKS performed in accordance with the CONTRACT up to the date of termination, evaluated at the rates and prices provided in the CONTRACT.
- 24.5. Each PARTY warrants, to the best of its respective knowledge, that it shall not (directly or indirectly) sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, source code, or technology received under the CONTRACT to or via any individual, entity, or destination, or for any use in countries, which is prohibited under any APPLICABLE LAW.

25. TRANSPORTATION OF CONTRACTOR RESOURCES:

- 25.1. COMPANY shall provide CONTRACTOR with the information, where possible, for the transportation of the GOODS, within a reasonable time in advance, to enable the CONTRACTOR to present the GOODS in the appropriate manner to COMPANY or its agents or SUBCONTRACTORS that shall be responsible for transportation.
- 25.2. CONTRACTOR shall notify COMPANY in writing of the detailed shipping schedule of the GOODS at least Thirty (30) days before shipment unless otherwise agreed between the PARTIES. CONTRACTOR shall take all necessary measures to ensure that all export licenses and shipping documentation are arranged and issued in a timely manner.
- 25.3. CONTRACTOR shall ensure that the dispatch and the delivery of GOODS are expeditiously implemented and efficiently coordinated in accordance with the terms, conditions and procedures specified in this CONTRACT. Unless otherwise set forth, all mobilization/demobilization and transportation costs for GOODS, EQUIPMENT and CONTRACTOR's PERSONNEL to, from and within the AREA OF OPERATIONS shall be at CONTRACTOR's charge.
- 25.4. The limitations as to size and weight of packages at the entry port and to the site are contained in the applicable Schedule/CALL-OFF-ORDER, and CONTRACTOR shall procure the GOODS in compliance with the said limitations.
- 25.5. Prior to transportation from any worksite to the site of any and all parts of major components of the GOODS, including packages and/or modules, by air or sea or by special means or any other major transportation, CONTRACTOR shall obtain all necessary inspection certificates through certifying agencies with respect to the characteristics of the means and procedures to be used during packing, weighing, load-out, sea fastening, transportation, off-loading and manage installation in accordance with IMO/IATA and ADR requirements.
- 25.6. If CONTRACTOR is unable to promptly load or unload its shipment, it shall notify COMPANY of such inability not less than Fifteen (15) working days in advance of arrival. COMPANY, at its option, may load or unload or make arrangements for others to load or unload such shipments for the account and at the risk of CONTRACTOR.
- 25.7. All costs related to mobilization/demobilization and transportation for GOODS, EQUIPMENT and CONTRACTOR PERSONNEL to, from and within the AREA OF OPERATIONS shall be included in the price list attached to the CONTRACT as agreed between the PARTIES.
- 25.8. For SERVICES / WORKS to be performed offshore, COMPANY shall arrange, at its expense, for the transportation of CONTRACTOR's PERSONNEL and EQUIPMENT from the EMBARKATION POINT to COMPANY's offshore location and vice-versa.
- 25.9. COMPANY shall provide boarding and lodging for CONTRACTOR's PERSONNEL during the time they are aboard the offshore Drilling Unit; however, when CONTRACTOR's PERSONNEL are at COMPANY's disposal onshore, board and lodging shall be reimbursed to CONTRACTOR at documented cost.

26. DELIVERY TERMS AND STORAGE:

- 26.1. CONTRACTOR shall deliver the GOODS or EQUIPMENT on the delivery terms as specified in Appendix-A of the CONTRACT, in accordance with the INCOTERM 2020, and any subsequent updates. The DELIVERY POINT of GOODS or EQUIPMENT shall be as per the location specified in Appendix-A of the CONTRACT.
- 26.2. CONTRACTOR shall, within Fifteen (15) days of the CALL-OFF ORDER date, submit to COMPANY, the shipping and delivery schedules in respect of the DELIVERY DATES of the GOODS or EQUIPMENT. 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.

- 26.3. 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 or EQUIPMENT, and include such details as shall be specified by COMPANY. The CONTRACTOR shall notify COMPANY immediately it becomes aware that delivery is likely to be delayed in which event, in addition to the remedies provided by the CONTRACT, the COMPANY shall have a right to terminate the CONTRACT for material breach in accordance with Article 'Termination'.
- 26.4. CONTRACTOR shall notify COMPANY of the proposed DELIVERY DATE of GOODS or EQUIPMENT together with a copy of the Packing List including the weights and measurements 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 (02) weeks prior to their delivery, in accordance with the shipping and packing instructions set out in the applicable Appendix-A or in the relevant CALL-OFF ORDER.
- 26.5. CONTRACTOR shall provide adequate protection, warehousing and maintenance of the GOODS or EQUIPMENT throughout their storage period and shall arrange and manage the proper identification and administration of the GOODS or EQUIPMENT until delivery to the COMPANY in accordance with the CONTRACT.
- 26.6. Upon taking receipt of the GOODS or EQUIPMENT at the DELIVERY POINT, the COMPANY shall visually check its/their conditions. Subject to the completion of such inspection, testing and packaging of the GOODS or EQUIPMENT or part thereof, in accordance with the CONTRACT to COMPANY's satisfaction, COMPANY shall issue the certificate or any other document of acceptance as may be required in respect thereof and such GOODS shall be deemed delivered on the date appearing on such document. The delivery of all such GOODS or EQUIPMENT shall be recorded in writing by COMPANY and CONTRACTOR.
- 26.7. The acceptance of the GOODS or EQUIPMENT or part thereof by COMPANY shall not be construed as COMPANY's agreement that the GOODS or EQUIPMENT or part thereof conform to the requirements of the CONTRACT nor shall it represent or be construed as representing COMPANY's waiver of any warranty or guarantee or acceptance of any patent or latent defect in the GOODS or EQUIPMENT.
- 26.8. The title to all GOODS shall be passed to COMPANY in accordance with the INCOTERM specified in Appendix-A of the CONTRACT; whereas, the title to the CONTRACTOR's EQUIPMENT and/or materials shall remain with CONTRACTOR at all times.
- 26.9. Title to (i) the FACILITY or any part of it, SYSTEMS and SUB-SYSTEMS, (ii) COMPANY ITEMS (even if combined with CONTRACTOR ITEMS) and/or, (iii) the FEED PACKAGE, and (iv) RELY UPON DATA as well as and any documents, drawings or data provided by COMPANY to CONTRACTOR shall not pass to CONTRACTOR at any time.
- 26.10. Regardless of whether COMPANY has rendered payment with respect to CONTRACTOR ITEMS, the title to all CONTRACTOR ITEMS shall pass to COMPANY immediately upon purchase or other acquisition of CONTRACTOR ITEMS by COMPANY. The 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 CONTRACTOR ITEMS. 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 delivered to COMPANY in accordance with the CONTRACT.
- 26.11. 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.
- 26.12. 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.

- 26.13. 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 to the GOODS, 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 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.
- 26.14. In the event COMPANY is unable to accept delivery of CONTRACTOR ITEMS and/or COMPANY ITEMS on a delivery date established under the CONTRACT, the CONTRACTOR shall hold the CONTRACTOR ITEMS and/or COMPANY ITEMS in store at CONTRACTOR's Base, for a fee that shall be specified in the Appendix-A of the CONTRACT, until COMPANY advises otherwise. The CONTRACTOR ITEMS and/or COMPANY ITEMS shall be stored separately from CONTRACTOR's materials and CONTRACTOR shall be responsible for the care, custody, control, protection and preservation of CONTRACTOR ITEMS and/or COMPANY ITEMS throughout the storage period and the risk of loss or damage in respect thereof until such CONTRACTOR ITEMS and/or COMPANY ITEMS have been deemed delivered to COMPANY in accordance with the CONTRACT. COMPANY reserves the right to check that CONTRACTOR's registers, listing CONTRACTOR ITEMS and/or COMPANY ITEMS held in store, are properly kept, stamped and certified.
- 26.15. CONTRACTOR shall advise the recommended storage, preservation and maintenance procedure in the event that CONTRACTOR ITEMS and/or COMPANY ITEMS are stored at COMPANY's site, prior to installation in order to maintain CONTRACTOR ITEMS and/or COMPANY ITEMS in a condition such that the guaranteed requirements of the CONTRACT shall remain valid.

27. HEALTH, SAFETY AND ENVIRONMENT:

- 27.1. CONTRACTOR shall perform and shall ensure that any member of CONTRACTOR GROUP involved in providing the GOODS / SERVICES / WORKS shall be in full compliance with all Health, Safety and Environment protection standards and regulations as required by APPLICABLE LAW, HSE & OHHMS Guidelines and any HSE procedures enforced at the WORKPLACE, which shall include COMPANY owned or operated premises, CONTRACTOR's premises and/or any other premises where the activities under the CONTRACT are to be performed for COMPANY.
- 27.2. If such standards, regulations, procedures and guidelines do not adequately protect against hazard arising from the supply of GOODS / SERVICES / WORKS, the CONTRACTOR shall adopt appropriate measures to protect people and properties against such hazards.
- 27.3. 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 and shall comply with the HSE, OHHMS and any other relevant Guidelines of this CONTRACT as well as any additional requirements as advised by the COMPANY from time to time.
- 27.4. 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.
- 27.5. CONTRACTOR shall take all reasonable steps to protect the environment from damage resulting from the provision of GOODS / SERVICES / WORKS and shall not, under any circumstances, cause or permit, in connection with the provision of GOODS / SERVICES / WORKS, the discharge, emission or release of any hazardous substance or material:

- a) except in compliance with the 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.
- 27.6. Within Seven (7) days of the EFFECTIVE DATE, the CONTRACTOR shall submit to COMPANY for APPROVAL a detailed Health, Safety and Environmental Management Plan, which complies with the requirements of this Article and which regulates those requirements as set out in HSE, OHHMS and any other relevant Guidelines and, specifically, its own rules/programs, which shall include but not limited to the following:
- a) safe driving rules e.g. installation of In-Vehicle Monitoring System (IVMS) devices.
 - b) certification/inspection tags of working, safety or emergency equipment.
 - c) identification of critical / non-routine jobs vs non-critical tasks
 - d) fitness certificates for workers assigned to critical/non routine jobs (including SUBCONTRACTORS' personnel).
 - e) PPEs (Personal Protective Equipment) assigned to these workers.
 - f) training certificates for these workers.
 - g) competence assurance records for these workers.
 - h) health surveillance program for these workers.
 - i) Permit-to-Work (PTW) System for critical / non-routine jobs in the Country's official languages (as are required by the COMPANY).
 - j) HSE organization proportionate to the job and competence.
 - k) control, inspection and follow-up records on contractual HSE requisites.
 - l) control of access (badges) for workers and visitors.
 - m) provisions for working hours and night shifts.
 - n) 24-7 firefighting and emergency services on SITE.
 - o) Material Safety Data Sheets (MSDS), in the Country's official languages.
 - p) lights, guards, marks, signals and fences in place.
 - q) alcohol and drug abuse policy.
- 27.7. Within Twenty (20) days of receipt of such HSE Management Plan, 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 resubmit the plan. This process shall continue until APPROVAL is given by COMPANY REPRESENTATIVE. At all times during the performance of the CONTRACT, in relation to the activities to be carried out at the SITE, the CONTRACTOR shall demonstrate to have enforced and to have required SUBCONTRACTORS to enforce, CONTRACTOR's detailed Health, Safety and Environmental Management Plan referred in this Article which complies with the requirements stated above.
- 27.8. During the provision of SERVICES / WORKS, the CONTRACTOR shall keep the SITE / AREA OF OPERATIONS and its surroundings clean, tidy, and reasonably free from all unnecessary obstructions and shall clear away and remove from the SITE / AREA OF OPERATIONS any wreckage or rubbish attributable to CONTRACTOR GROUP. Upon completion of any parts of the SERVICES / WORKS, the CONTRACTOR, after receiving APPROVAL, shall promptly remove or have removed from SITE / AREA OF OPERATIONS all temporary works and surplus materials not to be used during the later stages of the SERVICES / WORKS. Upon completion of SERVICES / WORKS, the CONTRACTOR shall leave the SITE / AREA OF OPERATIONS ready for use, in a clean and safe condition, including proper disposal of all surplus equipment, unused materials and consumable items. If CONTRACTOR fails to satisfy the above requirements, COMPANY shall, at any time following appropriate notification to CONTRACTOR, have the right to perform (or have performed) clean-up operations at CONTRACTOR's expense.
- 27.9. CONTRACTOR shall pay and be responsible for the control, disposal and/or removal of, including but not limited to, any liquid or non-liquid pollutant or waste materials, crude oil, natural gas, motor oils, lubricants, motor fuel, pipe dope, paints, solvents, garbage and/or sewage, where found, that is or has been discharged, seeped, spilled, blown out or leaked from CONTRACTOR GROUP property or the SERVICES / WORKS.
- 27.10. CONTRACTOR shall provide any Material Safety Data Sheets (MSDS) as are required by the COMPANY and shall comply with all applicable hazardous material procedures APPROVED

and shall obtain or arrange at its expense all identification numbers, permits, applications and other things required in connection with the relevant activities under this CONTRACT.

- 27.11. CONTRACTOR shall inform COMPANY forthwith of any injury to, or accident involving, CONTRACTOR PERSONNEL or CONTRACTOR GROUP personnel or property connected with the provision of the SERVICES / WORKS and the causes, reasons and circumstances of each occurred injury or accident and CONTRACTOR's remedial measures in respect thereof.
- 27.12. CONTRACTOR shall ensure that where any CONTRACTOR PERSONNEL observes or becomes aware of practices that are not in compliance with this Article, such CONTRACTOR PERSONNEL shall:
- a) direct that such practices be corrected so as to comply with this Article.
 - b) notify COMPANY of such practice.
 - c) correct any practice, where directed by COMPANY, so as to comply with this Article.
- 27.13. With respect to the performance of the activities under this CONTRACT, the CONTRACTOR represents and warrants to have given and implemented instructions to its directors, officers, employees, consultants, SUBCONTRACTORS and/or agents that such persons must comply with the requirements of this Article.
- 27.14. CONTRACTOR shall ensure that each of its SUBCONTRACTORS accepts in writing, copied to COMPANY:
- a) the obligations stated in this Article as if they applied directly thereto, mutatis mutandis, in particular the compliance of the SUBCONTRACTOR with APPLICABLE LAW, INTERNATIONAL GOOD OILFIELD PRACTICE, the requirements of HSE, OHHMS and any other relevant Guidelines including HSE Disciplinary Procedure and any regulations, procedures or guidelines adopted by COMPANY at SITE.
 - b) that the non-fulfilment by SUBCONTRACTOR of those regulations will be considered a material breach by SUBCONTRACTOR of its contract with CONTRACTOR and grounds for termination in whole or in part and CONTRACTOR shall comply with COMPANY's instructions in respect thereof.
 - c) that SUBCONTRACTORS must be able to furnish evidence to COMPANY, the existence and enforcement of its own detailed Health, Safety and Environmental Management Plan, which complies with the requirements of this Article, and which regulates those requirements set out in HSE, OHHMS and any other relevant Guidelines.
 - d) that COMPANY may perform any inspections on the SUBCONTRACTOR and its activities during work hours at COMPANY's discretion, as it sees fit.
- 27.15. Without relieving CONTRACTOR of any of its obligations, COMPANY may take part, to any degree it deems necessary, in the control and removal of any hazardous material, pollution, contamination or environmental risk which is the responsibility of CONTRACTOR under this CONTRACT or APPLICABLE LAW.
- 27.16. COMPANY reserves the right to perform, directly or indirectly, at SITE, at any time during the term of this CONTRACT any and all reviews, inspections and tests which COMPANY from time to time believes in its sole opinion are appropriate, and to obtain from CONTRACTOR any relevant documentation thereto. If any review, inspections and/or tests show that any part of the SERVICES / WORKS has not been performed in accordance with this Article, CONTRACTOR, whether notified or not by COMPANY, shall immediately correct the defects and shall repeat the review inspection and/or tests until the defects have been put right and the defective item complies with the CONTRACT. In addition, COMPANY may at its own discretion enforce actions provided in the HSE OHHMS and any other relevant Guidelines.
- 27.17. The CONTRACTOR shall advise COMPANY of any hazard inherent in the SERVICES / WORKS and/or shall provide any information requested, in respect of health, safety and

environmental hazards, including toxicity, flammability, reactivity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire or spillage and health and safety precautions to be observed.

27.18. 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 SERVICES / WORKS provided by the SUBCONTRACTOR that failed to comply and/or, instruct CONTRACTOR to terminate the subcontract and ensure that SUBCONTRACTOR ceases performance of the activities and clears the COMPANY's WORKSITE or AREA OF OPERATIONS from persons and materials/equipment under its responsibility and/or require CONTRACTOR to perform the discontinued SERVICES at no additional costs to COMPANY, and/or
- c) enforce the HSE Disciplinary Procedure set out in HSE Guidelines.

28. GOVERNING LAW:

All question arising out of or relating to the CONTRACT, including but not limited to its validity, interpretation, performance, or breach shall be governed by the laws of Islamic Republic of Pakistan.

29. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS:

29.1. CONTRACTOR shall comply with, and shall ensure that CONTRACTOR GROUP shall comply with, all APPLICABLE LAWS and CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS arising out of or in connection with any breach by CONTRACTOR GROUP of APPLICABLE LAW.

29.2. 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 GOODS / SERVICES / WORKS, and which are required by APPLICABLE LAW to be obtained by CONTRACTOR.

29.3. When so requested by COMPANY, CONTRACTOR shall assist COMPANY in obtaining such approvals, permits, authorizations, licenses and clearances related to GOODS / SERVICES / WORKS, which may only be obtained by COMPANY and shall provide COMPANY with all information as COMPANY may necessitate for complying with APPLICABLE LAW.

29.4. CONTRACTOR shall ensure that the provision of GOODS / SERVICES / WORKS shall not be started without the requisite approvals, permits, authorizations, licenses and clearances being obtained from the relevant authorities.

29.5. If, at any time after the EFFECTIVE DATE, there is a change in APPLICABLE LAW, (excluding in respect of TAXES) in the country of the AREA OF OPERATIONS whether through amendment of existing laws or regulations or enactment of new laws or regulations or change of interpretation or implementation policy, and such change has an adverse effect on CONTRACTOR's costs for performing the SERVICES / WORKS (to be evaluated in accordance with the unit rates set out in the CONTRACT, where applicable), either PARTY shall be entitled to request that this change be taken into account and the amounts payable under the CONTRACT shall be adjusted accordingly. In the event that there is an adverse effect on CONTRACTOR's costs, then upon providing to COMPANY satisfactory written evidence demonstrating such adverse effect, COMPANY shall provide for an increase to the CONTRACT PRICE provided that:

- a) CONTRACTOR shall have no such entitlement where it knew or ought to have known on the EFFECTIVE DATE that a change in such APPLICABLE LAW was expected to take place that could foreseeably have an adverse effect on CONTRACTOR under this CONTRACT.
- b) CONTRACTOR shall demonstrate that it has taken and is taking all reasonable, practical steps to minimize the increased costs for the provision of GOODS / SERVICES / WORKS.

30. CONTRACT PRICE:

- 30.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms and conditions, the COMPANY shall pay CONTRACTOR the CONTRACT PRICE in the amounts set out in and in the manner stipulated in the 'Compensation Schedule' of the CONTRACT.
- 30.2. The CONTRACT PRICE shall be inclusive of any applicable taxes, custom duties, stamp duty and fees as, excluding With-Holding Tax (WHT), Value Added Tax (VAT) and General Sales Tax (GST), if applicable, which shall be mentioned separately.
- 30.3. Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not subject to any adjustment or escalation during the term of this CONTRACT.
- 30.4. No extra charges shall be in effect unless agreed in writing and signed by COMPANY.
- 30.5. It is understood that the CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the CONTRACT in accordance with its terms and conditions and that the CONTRACTOR undertakes to make no claims whatsoever including, inter-alia, requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.
- 30.6. 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.

31. CALL-OFF ORDER PROCEDURE:

- 31.1. The provision of any GOODS / SERVICES / WORKS under the CONTRACT shall be requested from time to time in writing by COMPANY to CONTRACTOR through a CALL-OFF ORDER, (COFF) signed by a person authorized to do so by the COMPANY, which shall be the only document which formally authorizes CONTRACTOR to provide the GOODS / SERVICES / WORKS.
- 31.2. The CALL-OFF ORDER shall quote the CONTRACT reference number and specify the type, quantity, delivery date and ultimate destination for the provision of the GOODS/ SERVICES / WORKS and shall contain all the necessary information needed by CONTRACTOR to identify the nature of the GOODS/ SERVICES / WORKS.
- 31.3. The CALL-OFF ORDER shall also mention all reference documents and specifications related to the provision of GOODS / SERVICES / WORKS and shall state any additional requirements to be met by the CONTRACTOR against the CONTRACT.
- 31.4. COMPANY REPRESENTATIVE shall formally sign-off the CALL-OFF ORDER and shall send / transmit the CALL-OFF ORDER to CONTRACTOR. As a minimum, and unless otherwise agreed between the PARTIES, the following information shall be provided in each CALL-OFF ORDER:
 - a) CONTRACT number.
 - b) CALL-OFF ORDER number.
 - c) Description of the GOODS/ SERVICES / WORKS required.
 - d) Delivery location or SITE information.
 - e) Date of Commencement.
 - f) Date of Completion.
 - g) Name of the COMPANY's representative to whom the CONTRACTOR shall report.
 - h) CALL-OFF ORDER amount.
 - i) Programs(s), time schedule(s) as well as any necessary instructions and directions in connection with the GOODS / SERVICES / WORKS.
- 31.5. In specific cases, COMPANY reserves the right to intimate only the CALL-OFF ORDER Number to the CONTRACTOR through email and the requirements against such CALL-OFF ORDER,

which shall also be considered as a binding on the CONTRACTOR to fulfill against the CONTRACT in place.

- 31.6. In case COMPANY formally sends / transmits the CALL-OFF ORDER to the CONTRACTOR, then CONTRACTOR shall sign that CALL-OFF ORDER and return the same to the COMPANY, which shall be considered as the acceptance of the CALL-OFF ORDER by the CONTRACTOR.
- 31.7. In case COMPANY intimates the CALL-OFF ORDER Number and requirements to the CONTRACTOR through email, then CONTRACTOR shall acknowledge the same through return email to the COMPANY, which shall be considered as the acceptance of the CALL-OFF ORDER by the CONTRACTOR.
- 31.8. In the event that any of the information in a CALL-OFF ORDER requires to be changed for any reason, then either a CALL-OFF ORDER amendment, a Supplemental CALL-OFF ORDER or an entire new CALL-OFF ORDER shall be raised by the COMPANY and issued to the CONTRACTOR for acceptance, as described above.
- 31.9. Unless otherwise agreed between the PARTIES, in the event that CONTRACTOR provides GOODS / SERVICES / WORKS without the authority of a CALL-OFF ORDER as described above, then COMPANY reserves the right to refuse acceptance of those GOODS / SERVICES / WORKS by COMPANY, and COMPANY shall not be responsible for any costs arising from such a refusal.

32. ACCEPTANCE OF THE GOODS / SERVICE / WORKS:

- 32.1. CONTRACTOR shall, at the end of each job or delivery or month, whichever comes first, submit to COMPANY a Proforma Invoice along with all requisite supporting documents, in the form and number requested by COMPANY against a specific CALL-OFF ORDER, covering the GOODS / SERVICES / WORKS provided in the month concerned by CONTRACTOR.
- 32.2. COMPANY shall check the Proforma Invoice and shall either (i) approve it (ii) return to CONTRACTOR or (iii) provide reasons for objection, within Seven (07) days from the date of receipt of Proforma Invoice. CONTRACTOR shall follow up with the COMPANY REPRESENTATIVE in case COMPANY does not respond within this period. CONTRACTOR shall not be entitled to submit Final Invoices unless the acceptance of the GOODS / SERVICES / WORKS against GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) from the COMPANY.
- 32.3. The acceptance of the GOODS / SERVICES / WORKS or part thereof by COMPANY shall not be construed as COMPANY's agreement that the GOODS / SERVICES / WORKS or part thereof conforms to the requirements of the CONTRACT nor shall it represent or be construed as representing COMPANY's waiver of any warranty or guarantee or acceptance of any patent or latent defect in the GOODS / SERVICES / WORKS.
- 32.4. Until COMPANY has accepted the GOODS / SERVICES / WORKS in the manner mentioned above, the GOODS / SERVICES / WORKS shall not be considered as ACCEPTED, either in whole or in part.
- 32.5. COMPANY REPRESENTATIVE shall be responsible to submit / transmit the duly-signed GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) against the Proforma Invoice(s) back to the CONTRACTOR to serve as the supporting documentation for Final Invoicing purposes.

33. COMPLETION CERTIFICATES, PROVISIONAL & FINAL ACCEPTANCE:

- 33.1. Upon completion of a specific phase of the WORKS, COMPANY shall issue the relevant INTERIM CERTIFICATE which shall be one of the following:
 - a) **READY FOR COMMISSIONING CERTIFICATE(S):**
The READY FOR COMMISSIONING CERTIFICATE shall state for each functional system of the FACILITY that it is mechanically completed and has been tested and pre-commissioned in accordance with the requirements of the CONTRACT and that

such functional system may be used by CONTRACTOR for the performance of the commissioning activities.

b) READY FOR START UP CERTIFICATE(S):

The READY FOR START UP CERTIFICATE shall state for each functional system of the FACILITY that all the commissioning activities have been performed by CONTRACTOR in accordance with the requirements of the CONTRACT.

- 33.2. Upon completion of the relevant phase of the WORKS, CONTRACTOR shall deliver to COMPANY REPRESENTATIVE, or his delegate on SITE, a written notice of completion. Provided CONTRACTOR has given at least the advance notice mentioned in the corresponding certificate and after a joint inspection of the related part of the WORKS, COMPANY REPRESENTATIVE shall either issue to CONTRACTOR the relevant INTERIM CERTIFICATE acknowledging completion of the corresponding phase of the WORKS, or shall specify in reasonable detail in a written notice of non-conformity in any respect in which the related part of the WORKS does not conform to CONTRACT requirements. CONTRACTOR shall promptly perform any and all outstanding and/or necessary corrective work at his own cost and risk and with no time extension. The foregoing procedure shall be repeated until all defects or deficiencies are corrected and the INTERIM CERTIFICATE can be issued.
- 33.3. However, provided that all related WORKS can be considered substantially complete, and that CONTRACTOR sets out in writing an undertaking to complete minor outstanding WORKS within a mutually agreed fixed period of time, COMPANY may, at its sole discretion, issue the related INTERIM CERTIFICATE.
- 33.4. After all the subject FACILITY functional systems have been commissioned and all the required functional utility systems have been brought into operational condition in accordance with the requirements of the CONTRACT and provided that CONTRACTOR has satisfactorily completed the relevant WORKS, including supplying COMPANY with all relevant documentation in respect of the subject FACILITY, CONTRACTOR may formally request the issuance of the corresponding READY FOR START-UP CERTIFICATE.
- 33.5. Within Thirty (30) days thereafter and provided that all reservations including those on punch lists have been cleared, as evidenced by a joint inspection of the FACILITY by COMPANY and CONTRACTOR, and that CONTRACTOR has satisfactorily completed the WORKS in accordance with CONTRACT requirements, COMPANY shall issue to CONTRACTOR either the READY FOR START-UP CERTIFICATE or a written notice specifying in reasonable detail any respect in which the FACILITY and/or the WORKS does not conform to CONTRACT, in which case CONTRACTOR shall promptly correct such defects and/or deficiencies. The foregoing procedure shall be repeated, if necessary, until all defects and/or deficiencies are corrected. The READY FOR START-UP CERTIFICATE(S) shall state the date on which all conditions set out here above have been met and shall be effective from such date.
- 33.6. Provided that the FACILITY has been satisfactorily commissioned and it can be considered substantially and sufficiently complete to allow operations in safe and efficient conditions, and that CONTRACTOR has satisfactorily delivered all relevant documentation, COMPANY shall be at liberty to issue the READY FOR START-UP CERTIFICATE(S) subject to a written undertaking by CONTRACTOR to complete minor outstanding WORKS within a mutually agreed fixed period of time.
- 33.7. COMPANY shall be at liberty, at its sole discretion, to have the above procedure applied mutatis mutandis for any other parts of the FACILITY.
- 33.8. CONTRACTOR shall conduct the PERFORMANCE TESTS for the FACILITY with COMPANY's assistance at the prevailing conditions and the results compared with the performance warranty requirements provided in the applicable Appendix taking account the effect of the prevailing conditions.
- 33.9. If the results of the PERFORMANCE TESTS fully meet the performance guarantee requirements specified in the CONTRACT CONTRACTOR, after the successful completion of the PERFORMANCE TESTS, shall be entitled to formally request the issuance of the PROVISIONAL ACCEPTANCE CERTIFICATE for the FACILITY (or) corresponding part of the FACILITY.

- 33.10. Within Thirty (30) days thereafter and provided that all reservations including those on remaining punch lists have been removed as evidenced by a joint inspection of the FACILITY and that CONTRACTOR has duly satisfactorily completed the associated WORKS in accordance with the CONTRACT requirements including provision of the related FINAL DOCUMENTATION (and in the case of the last PROVISIONAL ACCEPTANCE CERTIFICATE, associated WORKS and related FINAL DOCUMENTATION shall mean all outstanding WORKS and FINAL DOCUMENTATION respectively), COMPANY shall issue to CONTRACTOR either a PROVISIONAL ACCEPTANCE CERTIFICATE or a written notice specifying in reasonable detail any respect in which the FACILITY and/or the WORKS does not conform to CONTRACT, in which case CONTRACTOR shall promptly correct such defects and/or deficiencies. The foregoing procedure shall be repeated, if necessary, until all defects and/or deficiencies are corrected, and the relevant PROVISIONAL ACCEPTANCE CERTIFICATE shall be issued.
- 33.11. If the results of the PERFORMANCE TESTS do not meet the CONTRACT requirements, CONTRACTOR shall promptly perform the necessary corrections in accordance with APPROVED procedures and conditions and the foregoing procedure shall be repeated until all the defects and deficiencies which are the cause of the insufficient performance are corrected. In the event of continuing or persistent failure of the FACILITY to meet the PERFORMANCE TEST(S) required by the CONTRACT, COMPANY shall have the right to terminate the CONTRACT in conformity with the provisions of the Article 'Contract Duration and Termination'.
- 33.12. The PROVISIONAL ACCEPTANCE CERTIFICATE(S) shall state the date on which all conditions set out here above have been met and shall be effective from such date.
- 33.13. In case of defects and/or deficiencies remaining in the FACILITY and/or the WORKS, COMPANY, after consideration of the number and importance of such remaining defects and/or deficiencies, shall be at liberty to issue the relevant PROVISIONAL ACCEPTANCE CERTIFICATE subject to a written undertaking by CONTRACTOR to correct said defects and/or deficiencies within a mutually agreed fixed period of time and provided that CONTRACTOR has satisfactorily delivered all relevant FINAL DOCUMENTATION (and in the case of the last PROVISIONAL ACCEPTANCE CERTIFICATE, relevant shall mean all outstanding FINAL DOCUMENTATION).
- 33.14. As the COMPANY's sole option, the above procedure may be applied mutatis mutandis for any other major element of the FACILITY.
- 33.15. Should the PROVISIONAL ACCEPTANCE CERTIFICATE(S) be issued before the completion of PERFORMANCE TESTS, such issue shall not relieve CONTRACTOR of the warranty(ies) related to said PERFORMANCE TESTS.
- 33.16. COMPANY shall issue a HANDOVER CERTIFICATE for the FACILITY which state that the PROVISIONAL ACCEPTANCE CERTIFICATE(S) for the FACILITY has been issued in accordance with the requirements of the CONTRACT and the FACILITY is therefore in a state of readiness for being handed over to COMPANY for operations.
- 33.17. Issuance of any INTERIM CERTIFICATES and PROVISIONAL ACCEPTANCE CERTIFICATES shall not release CONTRACTOR from any of his responsibilities or liabilities under the CONTRACT.
- 33.18. Twenty-Four (24) months from the date of the last PROVISIONAL ACCEPTANCE CERTIFICATE, provided that CONTRACTOR has fully complied with its obligations under the CONTRACT and following a satisfactory inspection of the FACILITY and WORKS by COMPANY, CONTRACTOR shall be entitled to request, and COMPANY shall issue within Thirty (30) days of such request, a FINAL ACCEPTANCE CERTIFICATE.
- 33.19. COMPANY shall not be obliged to deliver any FINAL ACCEPTANCE CERTIFICATE until CONTRACTOR has satisfied all claims and cleared all liens affecting COMPANY property in connection with the relevant FACILITY and/or WORKS and until CONTRACTOR has paid and satisfied in full all and any outstanding obligations of CONTRACTOR GROUP under the CONTRACT.

- 33.20. The FINAL ACCEPTANCE CERTIFICATE shall state the date on which all related CONTRACT requirements and conditions have been met and shall be effective from such date.
- 33.21. The issue of the FINAL ACCEPTANCE CERTIFICATE shall not release CONTRACTOR from the obligations resulting from the CONTRACT or the APPLICABLE LAW which expressly or by their nature extend beyond and survive such FINAL ACCEPTANCE CERTIFICATE nor shall it represent or be construed as representing COMPANY's waiver of any warranty or guarantee or any acceptance of any defect in the FACILITY and/or the WORKS.
- 33.22. COMPANY REPRESENTATIVE is the only authorized individual who can APPROVE the above-mentioned certificates.

34. GOOD RECEIVING NOTE / SERVICE ENTRY SHEET:

- 34.1. CONTRACTOR shall coordinate with the COMPANY REPRESENTATIVE to get the duly-signed GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) against the provision of GOODS / SERVICES / WORKS delivered / completed against the submitted Proforma Invoice.
- 34.2. COMPANY shall initiate a GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES), which shall include:
- a) number and date of the GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) and corresponding CALL-OFF ORDER number.
 - b) reference number and date of issue of the CONTRACT.
 - c) code number allocated to CONTRACTOR as shown on the CONTRACT.
 - d) items billable as listed, numbered, and described in the CALL-OFF ORDER generated against the CONTRACT.
- 34.3. The GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) against any CALL-OFF ORDER FORM shall serve as the main supporting documentation for Final Invoicing purposes.

35. TAXES:

- 35.1. Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES, existing at the time of the CONTRACT award or during the term of the CONTRACT, that are assessed or levied on CONTRACTOR arising from or consequent to the CONTRACT and/or its performance by CONTRACTOR and shall, at its own expense, pay all such TAXES in accordance with APPLICABLE LAW.
- 35.2. 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.
- 35.3. 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.
- 35.4. 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, the CONTRACTOR agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the SERVICE/WORKS hereunder.
- 35.5. With effect from 1st 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.

35.6. To the extent that any NEW TAXES (other than the With Holding Tax) apply, sums payable under this CONTRACT will be adjusted, either upwards or downwards, so that in respect of TAXES, the CONTRACTOR will at all times be in the same financial position as CONTRACTOR would have been in if the NEW TAXES were not applicable to the performance of this CONTRACT. Notwithstanding the foregoing, at COMPANY's option, any adjustment of sums payable under this CONTRACT is, if the adjustment is favorable to CONTRACTOR, subject to:

- a) CONTRACTOR providing COMPANY with such proof of the effect of NEW TAXES on the financial position of CONTRACTOR in relation to TAXES, as COMPANY may reasonably require CONTRACTOR to provide; without prejudice to the generality of the foregoing, it shall be deemed to be reasonable for COMPANY to require disclosure of CONTRACTOR's supporting documentation, including any documentation provided to the relevant authorities as long as said documentation is clearly referred to the CONTRACT and does not involve disclosure of CONTRACTOR's costs and/or profits or other information which are confidential for CONTRACTOR; and
- b) CONTRACTOR making every effort to minimize its liability for any TAXES applicable to the performance of this CONTRACT under APPLICABLE LAW

notwithstanding the foregoing, COMPANY shall not be liable for NEW TAXES which would not have been incurred or imposed in the manner or to the extent actually imposed if CONTRACTOR were tax resident in any country with which the country of the AREA OF OPERATIONS has concluded a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital and CONTRACTOR had taken reasonable steps to avail itself of protection under such convention.

35.7. With Holding Tax (WHT) 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.

Additional With Holding Tax clause for Foreign Contractors:

35.8. COMPANY shall deduct With Holding Tax (WHT), on all amounts payable under the CONTRACT wherever required by the fiscal laws and/or Bilateral Treaties and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax withheld or deducted, so that the CONTRACTOR or its Affiliate is then able to seek to obtain credit against tax liabilities of the CONTRACTOR or its Affiliate from any relevant taxing authority or government authority the amount so withheld or deducted in accordance with the APPLICABLE LAW. In respect of the above, the following provisions shall also apply:

- a) COMPANY shall use all reasonable endeavors 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.
- b) 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 in writing to the COMPANY at the time of award of CONTRACT and shall submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY and shall also 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 endeavor to obtain the relevant exemption certificate from the relevant taxing authority as permissible under APPLICABLE LAW. In case, the exemption certificate is not granted or refused by the relevant taxing authority due to any reason, then, in such case the

COMPANY shall withhold tax as per the APPLICABLE LAW. If CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.

- c) 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 in writing to the COMPANY at the time of award of CONTRACT and shall submit relevant clause of the Treaty, SRO at the time of submission of its invoices to the COMPANY and shall also clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfil its obligations to justify such reduced rate and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- d) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for With Holding Taxes (WHT). The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.

Additional With Holding Tax clause for Local Contractors:

35.9. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax withheld or deducted so that the CONTRACTOR is then able to seek to obtain credit against tax liabilities of the CONTRACTOR from any relevant taxing authority or government authority the amount so withheld or deducted in accordance with the APPLICABLE LAW. In respect of the above, the following provisions shall also apply:

- a) COMPANY shall use all reasonable endeavors 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.
- b) In the event that CONTRACTOR is eligible for any exemption due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY. If, however, the CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- c) In the event that CONTRACTOR is eligible for any reduced rate due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the relevant provision of law at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfill its obligations to justify such reduced rate and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- d) 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.

Additional VAT clause for Foreign Contractors:

35.10. All charges provided under this CONTRACT are exclusive of Value Added Tax (VAT) and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT

invoice together with supporting breakdown of services provided and expenses incurred, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT.

Additional VAT clause for Local Contractors:

- 35.11. All charges provided under this CONTRACT are exclusive of Federal and Provincial Sales Tax or Value Added Tax (VAT) and, to the extent that VAT is chargeable, then COMPANY shall, against delivery of a valid VAT invoice, in addition to any amounts due to the CONTRACTOR under this CONTRACT, pay to the CONTRACTOR such VAT. In case, the COMPANY is unable to claim/ recover any VAT charged by the CONTRACTOR in its invoices, then the COMPANY reserves the right to ask from the CONTRACTOR the evidence of declaration of such invoices in the CONTRACTOR's monthly submitted VAT return.

36. INVOICING:

- 36.1. CONTRACTOR shall prepare the Final Invoice inclusive of all supporting documents, which shall include, but not limited to, GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES) against the Proforma Invoice(s) prepared for GOODS / SERVICES / WORKS against a CALL-OFF ORDER of the CONTRACT.
- 36.2. CONTRACTOR shall submit the hard copy of valid and Final Invoice along with all supporting documents to the COMPANY's Finance department (Attention: Accounts Payable).
- 36.3. 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. In case a discrepancy is found later, amounts will be adjusted accordingly by means of credit note.
- 36.4. After the completion of each milestone event detailed in the applicable Appendix or any such time as stipulated in the CONTRACT, the CONTRACTOR may send to COMPANY an invoice within the time period specified in the CONTRACT in respect of such relevant milestone for the SERVICES / WORK performed 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.
- 36.5. In the event that COMPANY disputes a Final Invoice or part thereof, it may ask for a Credit Note and process the invoice thereafter. COMPANY shall notify the CONTRACTOR in writing of its reasons for dispute as soon as reasonably practicable. Alternatively, the COMPANY may also opt to decide to reject the Final Invoice after stating the reasons for rejection and instruct the CONTRACTOR to re-submit the Final Invoice after making necessary corrections. Where CONTRACTOR disagrees with the disputed specification, the CONTRACTOR shall so notify the COMPANY as soon as reasonably practicable. Upon resolution of a disputed Final Invoice, the COMPANY shall pay the agreed amount within a reasonable period of time.
- 36.6. The Final Invoice shall include the following information:
- a) reference number and date of issue of this CONTRACT.
 - b) reference number and date of issue of the CALL-OFF ORDER against this CONTRACT.
 - c) reference number and date of issue of GOODS RECEIVING NOTE (GRN) or SERVICE ENTRY SHEET (SES).
 - d) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR.
 - e) the code number allocated to CONTRACTOR as shown on this CONTRACT.
 - f) serial number and date of issue of the Final Invoice.
 - g) items billable as listed, numbered and described in the applicable Appendix, including tariff heading and other details.

- h) the VAT rate and amount including equivalent amount in Pakistani Rupee (PKR) (where applicable) and/or Federal/Provincial Sales Tax Registration Number (STRN) (where applicable).
 - i) amount excluding and including VAT mentioning equivalent amounts in PKR.
 - j) a copy of the relevant APPROVED acceptance/milestone payment certificate (where applicable).
 - k) complete bank details of the CONTRACTOR.
- 36.7. 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.
- 36.8. All invoices submitted by CONTRACTOR shall be accompanied by CONTRACTOR's evidence of the payment of and compliance under APPLICABLE LAW with insurances, salaries and social security contributions of its CONTRACTOR PERSONNEL. Such evidence can be provided by CONTRACTOR by means of certification issued by the relevant authorities in accordance with the APPLICABLE LAW or if not available under APPLICABLE LAW, by a declaration signed by CONTRACTOR declaring that in relation to the completed/applicable milestone, CONTRACTOR has complied with APPLICABLE LAW in relation to insurance, salaries, wages and social security contributions for its CONTRACTOR PERSONNEL. CONTRACTOR shall represent and warrant that such declaration shall truly reflect the facts to which it pertains, and that COMPANY may rely upon these as being complete and accurate. CONTRACTOR shall obtain equivalent certification and/or declaration from all SUBCONTRACTORS.
- 36.9. The PARTIES agree that Final Invoice shall not cover more than one CALL-OFF ORDER and shall be sent to the following address:
- Attention: Accounts Payable
Address: Prime Pakistan Limited, 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi-75600 (Pakistan)
- 36.10. Queries on status of invoice may be sent to:
- Attention: Accounts Payable (accounts.payable@prime-pakistan.com)
Fax No: +92-21-5838493

37. PAYMENT:

- 37.1. Subject to the APPROVAL by COMPANY of CONTRACTOR's Final Invoice, the Final Invoice shall be paid within 60 days of receipt and in specified currency, as identified in the Compensation Schedule of the CONTRACT to the CONTRACTOR's designated bank account, which bank account shall be opened, maintained and operated by CONTRACTOR either in the country of the provision of the GOODS / SERVICES / WORKS or the country of incorporation. In case of any exception, CONTRACTOR to provide justification on its letterhead. Payment under this CONTRACT shall only be made to the Bank Account opened in the name of CONTRACTOR and identified in the Compensation Schedule of the CONTRACT. In case of update of bank details, the CONTRACTOR shall submit revised bank details on their letterhead signed by CONTRACT signatory to the COMPANY's Finance department (Accounts Payable).
- 37.2. In case of payment of foreign currency dominated amounts in equivalent PKR due to State Bank of Pakistan's Regulations, the Final Invoice shall be submitted as per the Exchange Rates issued by the National Bank of Pakistan prevailing on the date of the Invoice or the day immediately preceding the date of the Invoice, whichever is practicable.
- 37.3. Payment Term other than the above-mentioned standard term shall be specifically mentioned in the Compensation Schedule of the CONTRACT, which shall act as binding on both the PARTIES.
- 37.4. COMPANY shall have the right to withhold payment with respect to any item it considers in 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 (after the receipt of Credit Note) and shall notify the CONTRACTOR of the reasons for any dispute as soon as reasonably practicable. To the extent that COMPANY prevails in the dispute, CONTRACTOR shall not be entitled to interest on such payments withheld.

- 37.5. 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.
- 37.6. 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.
- 37.7. During the execution of the CONTRACT or after its expiry, however within the timeframe set in the Article 'Audit and Records', COMPANY may require proof that all payments due by CONTRACTOR have been made regularly and as needed. If required by COMPANY, proof may include ad-hoc evidences (including but not limited to signed declaration by the employees of CONTRACTOR that payments have been received or signed declaration by SUBCONTRACTORS etc.). In case full proof of execution of payments is not submitted, inclusive of any reasonable proof COMPANY deems necessary, COMPANY may withhold payments to CONTRACTOR up until full proof is received. Withholding of payment is in addition to the rights of termination that shall accrue to the COMPANY in such an event as specified in the CONTRACT.
- 37.8. In addition to Payment withholding, COMPANY may deduct any costs or expenses incurred as a consequence of it being involved in any authoritative or legal action due to CONTRACTOR's non-compliance, regardless of any defense raised by the CONTRACTOR.

38. INSURANCE:

- 38.1. 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, 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 as required by APPLICABLE LAW for any one occurrence. This coverage shall be applicable when CONTRACTOR PERSONNEL travel abroad even if the transport is provided by COMPANY. Claims formulated by employees of CONTRACTOR against COMPANY GROUP shall be treated as claims against CONTRACTOR and compensated by such insurance.
 - c) General Third-Party Liability Insurance covering legal and contractual liabilities of CONTRACTOR under this CONTRACT shall be at a combined single limit as per APPLICABLE LAW for any one occurrence.
- 38.2. If the performance of CONTRACT requires the use of any motor vehicles, Third-Party and Passenger Liability insurance and other motor insurance in the amount as is required by APPLICABLE LAW for any one occurrence.
- 38.3. 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:

- a) 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.
 - b) Protection & Indemnity (P&I) insurance, 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.
 - c) 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 Fifty Million (US\$ 50,000,000) for any one occurrence.
 - d) Wreck and debris removal.
 - e) Contractual liabilities extension for an amount not less than United States Dollars Twenty-Five Million (US\$ 25,000,000) for any one occurrence.
- 38.4. 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 Tug Supply Vessel that is owned, leased or chartered by CONTRACTOR GROUP, the above-mentioned Article 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) for any one occurrence.
- 38.5. 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 Twenty Million (US\$ 20,000,000) for any one occurrence along with such further insurances, if any, as required by APPLICABLE LAW.
- 38.6. 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.
- 38.7. 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.
- 38.8. 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.
- 38.9. 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.
- 38.10. Within Ten (10) days of the signature of the CONTRACT or before the commencement of relevant operations (or the date of amendment of any policy), CONTRACTOR shall furnish to COMPANY, certificates, issued by the insurance carriers, evidencing that all insurance requirements under this CONTRACT are in full force and effect and fully compliant with the requirements of this Article. Such certificates shall:
- a) show the effective and expiry dates of all the policies.

- b) show the liability limits.
 - c) provide evidence that all policies are compliant with the requirements set in this Article.
 - d) to the extent required under paragraph 38.9 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.
- 38.11. 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.
- 38.12. 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 this Article 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.
- 38.13. Additionally, should CONTRACTOR fails to maintain the insurance coverage required by this Article, COMPANY reserves the right to terminate this CONTRACT according to Article 'Termination', 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 insurer information provided by CONTRACTOR.
- 38.14. CONTRACTOR shall require any SUBCONTRACTOR utilized by CONTRACTOR in the performance of the CONTRACT to carry insurance of the types and amounts required by this Article or APPLICABLE LAW in connection with activities engaged in by that SUBCONTRACTOR and, as a minimum, any insurance required by APPLICABLE LAW. Upon the request of COMPANY, CONTRACTOR shall furnish COMPANY with insurance certificates evidencing coverage for each member of CONTRACTOR GROUP.
- 38.15. 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.

39. LIQUIDATED DAMAGES:

39.1. The PARTIES agree that if:

- a) CONTRACTOR fails to deliver the GOODS in accordance with the terms agreed in writing between the PARTIES, or,
- b) CONTRACTOR fails to commence the SERVICES / WORKS by the relevant COMMENCEMENT DATE, or,
- c) CONTRACTOR fails to deliver the TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION in accordance with the terms agreed in writing between the PARTIES, or by the DELIVERY DATE or any extension thereof, or,
- d) CONTRACTOR fails to comply with the CONTRACT Schedule or, the CONTRACT EXECUTION PLAN or completion dates in respect of the SERVICES / WORKS or any extension thereof,

for reasons other than FORCE MAJEURE or breach or default on the part of the COMPANY, then CONTRACTOR shall pay to COMPANY as Liquidated Damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the percentages

of 2.5% of the CALL-OFF ORDER value to a maximum of 10% for each week of delay or, or pro-rata thereof, calculated from the applicable contractual due date up to and including the actual date of commencement or delivery, as the case may be, a maximum liability on the part of the CONTRACTOR, for each such failure to observe such obligation, not to exceed 10% of the of the CALL-OFF ORDER value.

39.2. If the period of delay for each such failure to observe such obligation in accordance with its terms, exceeds 4 weeks, COMPANY may:

- a) terminate the CONTRACT pursuant to Article 'Termination' and engage the services of one or more THIRD PARTIES to complete the execution.
- b) agree with CONTRACTOR on a reduction in the CONTRACT PRICE to offset effects of any damage resulting from a delay against provision of GOODS/SERVICES/WORKS.

39.3. The provisions of liquidated damages set out above 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 paragraph mentioned above.

39.4. The times for delivery/completion of the GOODS/SERVICES/WORKS may be changed only for reasons expressly specified in the CONTRACT and in any event for the following reasons:

- a) 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'.
- b) any extension(s) due to causes directly attributable to COMPANY, if authorized by COMPANY in writing.
- c) any extension(s) authorized by COMPANY in writing.

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

39.5. 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.

39.6. 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.

40. DEFECT LIABILITY:

For GOODS

40.1. Within Twelve (12) months after the commencement of operating the GOODS or 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 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.

40.2. If CONTRACTOR fails to meet its obligations pursuant to the above-mentioned paragraph within a reasonable time, which shall not be more than Thirty (30) days, 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.
- 40.3. 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.

For SERVICES

- 40.4. CONTRACTOR shall promptly, after receipt of notice from COMPANY, correct, repair, replace or reperform, and to COMPANY's satisfaction, the SERVICES or any part thereof to be defective at the sole expense of CONTRACTOR, so that said SERVICE become compliant with the requirements of the CONTRACT at the sole expense of CONTRACTOR and without prejudice to any date for the provision of the SERVICE agreed under the CONTRACT.
- 40.5. In addition to, and without prejudice to any rights and remedies that COMPANY may have under this CONTRACT or under APPLICABLE LAW, following receipt of any notice issued by COMPANY at any time and from time to time during the period of this CONTRACT and before the expiry of the Thirty-Six (36) months period (hereinafter 'WARRANTY PERIOD'), CONTRACTOR shall promptly correct, repair, replace or reperform, and to COMPANY's satisfaction, the SERVICES or any part thereof deemed by COMPANY in its sole opinion to be defective at the sole expense of CONTRACTOR.
- 40.6. If CONTRACTOR fails to meet its obligations pursuant to above-mentioned paragraphs of this Article above within a reasonable time, which shall not be more than Thirty (30) days, then COMPANY may decide either:
- a) to carry out, or engage others to carry out, the necessary work of correction or reperformance at CONTRACTOR's expense provided that it does so in a reasonable manner and notifies CONTRACTOR of its intention so to do so. CONTRACTOR shall be liable to COMPANY for all costs and expenses reasonably incurred by COMPANY in connection with such correction or reperformance and COMPANY may deduct all such costs and expenses from the CONTRACT PRICE or recover them as a debt from CONTRACTOR. The CONTRACTOR shall have no liability for any such correction or reperformance except as provided in this paragraph; or
 - b) to determine and certify a reasonable deduction in any compensation payable to CONTRACTOR under this CONTRACT; or
 - c) to terminate this CONTRACT for material breach in accordance with Article 'Termination'.
- 40.7. If CONTRACTOR makes or causes any correction, repair or replacement to or reperforms any part of the SERVICES pursuant to above-mentioned paragraph, the provisions of this Article shall apply for a period of Twelve (12) months from the date such correction, repair, replacement or reperformance was completed to COMPANY'S satisfaction.

For WORKS

- 40.8. Subject to the provisions of this Article, when, during the 'WARRANTY PERIOD' as set out hereafter, COMPANY, deems the FACILITY (including any failure to achieve the guaranteed performance of the FACILITY in accordance with the CONTRACT) and/or the WORKS, and/or the CONTRACTOR ITEMS (or any parts thereof), to be defective or deficient, and CONTRACTOR is so notified, CONTRACTOR shall, upon receipt of COMPANY's written notice, rework the affected items and make good all damage to the FACILITY and/or the WORKS

and/or CONTRACTOR ITEMS resulting from such defects and/or deficiencies. Such rework shall be performed at a time and within the period requested by COMPANY, having regard to the urgency of the case and in such a manner as to cause a minimum of interruption in the use of the FACILITY and a minimum of disruption to COMPANY's operations on SITE. Such rework shall include all necessary re-design, repair or replacement, as APPROVED, at CONTRACTOR's sole cost, expense and risk including for investigation, redesign, search, dismantling, removal from SITE, transportation, replacement, re-installation and re-testing.

- 40.9. If, at any time during the 'WARRANTY PERIOD', repairs and/or replacements are made under the obligations of this Article on any items of equipment and/or materials for which similar items exist in the FACILITY and which are submitted to similar operating conditions, CONTRACTOR shall automatically, and at his own expense, inspect all such items and shall repair or replace them unless:
- a) such items have not been found deficient in any way during the inspection, and,
 - b) CONTRACTOR can demonstrate that such items are not likely to present the same defect and deficiency when submitted to the operating conditions set forth in the documents of CONTRACT.
- 40.10. In case of CONTRACTOR's failure to diligently and satisfactorily carry out such rework, and/or in case of emergency or urgency, COMPANY shall have the right to have rework performed by other contractors. Such recourse shall in no way relieve CONTRACTOR from his warranty obligations under the CONTRACT, and the reasonable costs of such interventions shall be charged to CONTRACTOR. However, CONTRACTOR shall not guarantee the repair work performed by others.
- 40.11. CONTRACTOR shall ensure that warranties and guarantees obtained from any SUBCONTRACTORS shall run not only for the benefit of CONTRACTOR, but also for that of COMPANY and, should COMPANY deem necessary, shall be enforceable directly by COMPANY; it being understood always that the present provision shall not be construed as a limitation of CONTRACTOR's obligations or warranties.
- 40.12. Material warranties shall not apply to normal wear and tear, nor to damage proven to be caused by a THIRD PARTY, nor to proven misuse by COMPANY, unless such damage or misuse is due to acts, omissions or faulty instructions of CONTRACTOR GROUP.
- 40.13. All appropriate CONTRACT conditions shall apply during the WARRANTY PERIOD and in particular while CONTRACTOR fulfils his obligations to repair, replace and/or rework under the present provisions.
- 40.14. Without prejudice to any other warranties and guarantees set forth in the CONTRACT, CONTRACTOR shall make good any defects and/or deficiencies in the FACILITY and/or the WORKS, and/or CONTRACTOR ITEMS for an initial WARRANTY PERIOD of Twenty-Four (24) months calculated from the effective date of the relevant PROVISIONAL ACCEPTANCE CERTIFICATE.
- 40.15. CONTRACTOR shall warrant all rework, including rework on rework, if any, performed under its warranty obligations as of the date of COMPANY's acceptance of such rework for a period commencing upon such acceptance and ending Twenty-Four (24) months thereafter (but Three (3) years thereafter in the case of paint materials and their application). Such WARRANTY PERIOD for rework shall take effect as of COMPANY's acceptance of re-design, replacements, repairs and satisfactory completion, including testing, of all rework.
- 40.16. Initial WARRANTY PERIOD and WARRANTY PERIOD on rework shall be adjusted and extended by a duration equivalent to that during which operations are ceased to allow repairs, replacements or rework performed under the foregoing warranty obligations.
- 40.17. Should the CONTRACT be terminated before issuance of the last PROVISIONAL ACCEPTANCE CERTIFICATE, or if COMPANY exercises take-over rights on completed parts of the FACILITY and/or the WORKS as set out in the CONTRACT, then the WARRANTY PERIOD for completed parts of the FACILITY and/or the WORKS (and for relevant CONTRACTOR ITEMS) shall start from the date of such termination or take-over and shall be valid for Twenty-Four (24)

months as extended for any rework and/or time of FACILITY stoppages to allow rework on such completed parts of the FACILITY and/or the WORKS as provided for under above-mentioned paragraphs.

- 40.18. The initial WARRANTY PERIOD together with any time extension for rework or operational stoppages, shall be limited to a maximum duration of Thirty (30) months from and after the effective date of the relevant PROVISIONAL ACCEPTANCE CERTIFICATE.
- 40.19. Notwithstanding anything to the contrary in the CONTRACT, CONTRACTOR shall guarantee the paint materials and their application for an initial WARRANTY PERIOD, in respect of the FACILITY, commencing from the effective date of the relevant FACILITY PROVISIONAL ACCEPTANCE CERTIFICATE until Three (3) years following the effective date of such PROVISIONAL ACCEPTANCE CERTIFICATE as such initial WARRANTY PERIOD shall be extended for any rework and/or time of operational stoppages to allow rework on such completed parts of the FACILITY and/or the WORKS as provided for under above-mentioned paragraphs, subject to the maximum duration of Thirty (30) months.
- 40.20. 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 defect, deficiency, default, error or omission in the FACILITY, the WORKS or CONTRACTOR ITEMS, or any part thereof.

For Auxiliary Drilling GOODS/SERVICES

- 40.21. CONTRACTOR shall promptly, after receipt of notice from COMPANY, correct, reperform, repair or replace, at its expense, the GOODS / SERVICES or parts thereof deemed by COMPANY in its reasonable opinion to be defective and/or not meeting the requirements of the CONTRACT.
- 40.22. Notwithstanding above-mentioned paragraph, COMPANY shall, at its expense, provide (i) infrastructure for removal and reinstallation and (ii) offshore transportation, and onshore transportation of the GOODS from the ultimate destination to and from the original delivery point specified in the CONTRACT, as necessary. CONTRACTOR shall re-perform installation SERVICES at no cost to COMPANY.
- 40.23. If CONTRACTOR fails to meet its obligations pursuant to above-mentioned Articles within a reasonable time, which shall not be more than Thirty (30) days, then COMPANY may decide at its sole discretion:
- a) to carry out, or engage others to carry out, the necessary work of correction, performance, repair or replacement at CONTRACTOR's expense provided that it shall do so in a reasonable manner and notifies CONTRACTOR of its intention to do so and the costs and expenses reasonably incurred by COMPANY (subject to a limit of One-Hundred-and-Twenty-Percent (120%) of the original value of the defective GOODS or defective portion of the SERVICE) may be deducted from the CONTRACT PRICE or recovered as a debt from CONTRACTOR at COMPANY's absolute and sole option, and CONTRACTOR shall have no liability for such work; or
 - b) If the SERVICES are provided on lump-sum basis, to determine and certify a reasonable reduction in the CONTRACT PRICE. If the SERVICES are provided on price-cost basis, to agree a discount of prices for the SERVICES subject of correction. In both cases, reduction or discount will not be higher than One-Hundred-Percent (100%) of the original value of the defective GOODS or defective portion of the SERVICE.
- 40.24. CONTRACTOR's obligation pursuant to above-mentioned paragraphs in respect of:
- a) GOODS shall be limited to those defects in the GOODS notified to CONTRACTOR before the end of the WARRANTY PERIOD, and
 - b) The SERVICE shall be limited to those defects in the SERVICE notified to CONTRACTOR within One (1) year of the completion of the relevant SERVICE.

40.25. All remedial work carried out under this Article shall:

- a) in respect of the GOODS shall give rise to a further Twenty-Four (24) months warranty for the affected GOODS commencing from the date of completion of the remedial action, and
- b) in respect of the SERVICE shall give rise to a further Twelve (12) months warranty for the affected SERVICE commencing from the date of completion of the remedial action.

40.26. The warranties provided herein shall not apply with respect to (i) normal wear and tear of any GOODS that are normally consumed in the performance of the SERVICE, (ii) use in different application or manner from that for which such GOODS or SERVICE was originally intended, (iii) alteration, tampering or repair by anyone other than CONTRACTOR GROUP or (iv) maintenance that is not in accordance with CONTRACTOR's instructions.

40.27. The warranties and remedies provided in CONTRACT are exclusive and are made in lieu of any other warranties in respect of the SERVICE or GOODS express or implied, including warranties of merchantability and fitness for purpose.

41. REPRESENTATION AND WARRANTIES:

COMPANY represents and warrants that:

- 41.1. it is a company duly organized and validly existing under the laws of the country specified in the CONTRACT.
- 41.2. 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.
- 41.3. 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
- 41.4. 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.

CONTRACTOR represents and warrants that:

- 41.5. it is a company duly organized and validly existing under the laws of the country specified in the CONTRACT.
- 41.6. 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.
- 41.7. 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.
- 41.8. 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) any statute, law, rule, regulation, judgement, decree or order applicable to CONTRACTOR;

- 41.9. during the term of this CONTRACT, the 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 (i) 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 (ii) otherwise violate the FCPA or any other anti-corruption laws applicable to CONTRACTOR GROUP;
- 41.10. 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;
- 41.11. in connection with this CONTRACT, the 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 the paragraphs 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 the paragraphs above.
- 41.12. in connection with this CONTRACT, the CONTRACTOR shall (i) enact and maintain appropriate compliance policies to implement the provisions of the paragraphs above, including arranging for appropriate training of CONTRACTOR PERSONNEL regarding their obligations to adhere to the standards of conduct set forth in such policies and (ii) require all members of CONTRACTOR GROUP to comply with the obligations assumed by CONTRACTOR in the paragraphs above, 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;
- 41.13. CONTRACTOR shall design, execute and complete the GOODS / SERVICES / WORKS in accordance with this CONTRACT and INTERNATIONAL GOOD OIL FIELD PRACTICE.
- 41.14. CONTRACTOR shall apply its relevant technical knowledge and organizational experience in providing the GOODS / SERVICES / WORKS with all skill and care utilizing sound engineering practices.
- 41.15. CONTRACTOR shall provide the GOODS / SERVICES / WORKS the highest priority in a diligent, good and workmanlike manner without interruption, until completion.
- 41.16. the GOODS shall conform to the requirements of the CONTRACT and be free from defects until the end of the WARRANTY PERIOD and shall, at delivery, be new.
- 41.17. CONTRACTOR shall co-ordinate and properly execute the provision of GOODS / SERVICES / WORKS in co-ordination with other contractors, if any.
- 41.18. 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 cooperate with COMPANY and COMPANY REPRESENTATIVE.
- 41.19. 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.

- 41.20. 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.
- 41.21. CONTRACTOR shall ensure that the complete design of the GOODS / SERVICES / WORKS is adequate, suitable and fit for the purpose of this CONTRACT.
- 41.22. CONTRACTOR shall prepare and maintain all TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION required by COMPANY.
- 41.23. CONTRACTOR shall remedy any defects such that the GOODS / SERVICES / WORKS and the FACILITY are completely in accordance with this CONTRACT and performing as stated.
- 41.24. CONTRACTOR shall ensure that any CONTRACTOR ITEM, TECHNICAL DOCUMENTATION and FINAL DOCUMENTATION supplied by CONTRACTOR shall be new, free from defects, suitable and completely in accordance with this CONTRACT.
- 41.25. CONTRACTOR shall provide competent manpower, labor, materials, CONSTRUCTION EQUIPMENT and all services, whether temporary or permanent, and all other things of whatever nature required in and for the providing of GOODS / SERVICES / WORKS in accordance with this CONTRACT.
- 41.26. CONTRACTOR shall obtain from its SUBCONTRACTORS for assignment to COMPANY the best possible warranties and guarantees with respect to CONTRACTOR ITEMS and the provision of GOODS / SERVICES / WORKS in terms at least as favorable as the requirements of the CONTRACT. In the event that CONTRACTOR obtains more favorable guarantees and warranties from its SUBCONTRACTORS than those stated in this paragraph, such guarantees and warranties shall be assigned to COMPANY.
- 41.27. CONTRACTOR shall ensure that the SERVICES / WORKS shall be performed, and the CONTRACTOR ITEMS shall be delivered in accordance with the CONTRACT EXECUTION PLAN, and the FACILITY shall be completed by the COMPLETION DATE.
- 41.28. CONTRACTOR ITEMS / GOODS shall be capable of being integrated with other items into which it is intended such CONTRACTOR ITEMS / GOODS shall be attached and shall operate in accordance with the CONTRACT having been so integrated.
- 41.29. CONTRACTOR shall procure, supply, expedite, inspect, transport, store and use CONTRACTOR ITEMS in accordance with this CONTRACT.
- 41.30. CONTRACTOR shall take possession of, expedite, inspect, transport, store and use COMPANY ITEMS in accordance with the CONTRACT.
- 41.31. CONTRACTOR shall ensure that the FACILITY and CONTRACTOR ITEMS are free of any liens, encumbrances and legal charges. CONTRACTOR further agrees that it will not claim any lien or charge on any property of COMPANY GROUP that is in possession or custody of CONTRACTOR GROUP, and
- 41.32. the FACILITY shall perform in all respects in accordance with the performance requirements set out in the CONTRACT.

42. LIABILITIES AND INDEMNITIES:

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

CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILLFUL MISCONDUCT or fraud.

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

- a) injury, illness or death of any member of CONTRACTOR GROUP.
- b) loss of, or damage to the property, owned, hired or leased, of any member of CONTRACTOR GROUP, except for the damage, defects or deficiencies in the GOODS, to which Article 42.16 applies as well as related to lost below rotary table to which Article 42.17 applies.
- c) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP while under the care, custody, control, and/or protection and/or preservation of any member of CONTRACTOR GROUP, in accordance with CONTRACT.
- d) injury, illness or death of any member of COMPANY GROUP caused by CONTRACTOR GROUP.
- e) loss of and/or damage to the GOODS (including COMPANY ITEMS): (i) until the delivery; (ii) while under the care, custody, control, protection and/or preservation of any member of CONTRACTOR GROUP; and/or (iii) when caused by CONTRACTOR GROUP, from the delivery until the end of the WARRANTY PERIOD.
- f) loss of or damage to the reservoir, production formation, hole or well and without limitation, the costs to re-drill, when the loss or damage is due to defects and/or deficiencies in the GOODS / SERVICES provided by the CONTRACTOR GROUP.

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

- a) injury, illness or death of any member of COMPANY GROUP.
- b) subject to paragraph 42.2 b) & c), loss of, or damage to the property (including pipelines), owned, hired or leased, of any member of COMPANY GROUP.
- c) subject to Article 42.2 f), loss of or damage to the reservoir, production formation, hole or well and without limitation, the costs to re-drill.

42.4. CONTRACTOR shall be responsible for the care, custody, control, protection and/or preservation of the CONTRACTOR ITEMS and the FACILITY from the EFFECTIVE DATE until the date of the PROVISIONAL ACCEPTANCE CERTIFICATE. The CONTRACTOR shall be liable for any loss and/or damage (i) to the FACILITY prior to the date of the PROVISIONAL ACCEPTANCE CERTIFICATE (ii) to the FACILITY caused by CONTRACTOR GROUP from the date of the PROVISIONAL ACCEPTANCE CERTIFICATE until the date of the FINAL ACCEPTANCE CERTIFICATE and (iii) any damage to the FACILITY resulting and/or arising from any defect in the FACILITY and/or CONTRACTOR ITEM. 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 and, subject to Article 'Insurance', if (a) claim can validly be made in accordance with the terms and conditions of the Insurance Policy referred to in the said Article, and (b) a payment is received from the COMPANY's insurers there for, COMPANY shall reimburse CONTRACTOR for the cost of such reconstruction, repair, or replacement in excess of the deductibles stated in the applicable Appendix. In the event COMPANY elects to utilize another entity to reconstruct, repair or replace the loss, damage or defect to the FACILITY, the CONTRACTOR shall pay to COMPANY any reasonable actual cost incurred by COMPANY in order to reconstruct, repair or replace the loss, damage or defect to the FACILITY. The principle set forth in this paragraph shall not be construed as depriving CONTRACTOR of the benefit of the Insurance Policy referred to in the Article 'Insurance'. Where the necessity for such work of reconstruction, repair or

replacement was solely caused by COMPANY GROUP, such work shall be at the expense of the COMPANY.

- 42.5. Notwithstanding anything to the contrary under this CONTRACT or APPLICABLE LAW, where caused by CONTRACTOR GROUP, the 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 damage to or loss of any properties owned, hired or leased, by any member of COMPANY GROUP which does not form part of the WORKS/FACILITY but is associated with the implementation of the PROJECT and/or are located at SITE. Notwithstanding the above, CONTRACTOR shall, at CONTRACTOR's sole expense, if instructed by COMPANY, reconstruct, repair or replace the same and subject to Article 'Insurance', if (i) a claim can validly be made in accordance with the terms and conditions of the Insurance Policy referred to in cited paragraph and (ii) a payment is received from COMPANY's insurers therefor, COMPANY shall reimburse CONTRACTOR for the cost of such reconstruction, repair or replacement in excess of the deductibles stated in the applicable Appendix.
- 42.6. Subject to paragraph 42.2 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 including for claims by THIRD PARTIES arising therefrom (including all costs of containment, clean-up and disposal) that emanating from
- a) the reservoir and/or below the surface of the water or land, as the case may be, from well fire, blowout, well explosion, well cratering or an uncontrolled well condition or WILD WELL.
 - b) subject to Article 42.7 a), b) and d), emanates from the property of any member of COMPANY GROUP except when under the care, custody, control, protection and/or preservation of CONTRACTOR GROUP.
 - c) subject to Article 42.7 c), results from the treating, storing, transporting, disposing of or otherwise managing drill cuttings and muds/waste materials associated thereto, to the extent that these activities are not included in the SERVICES.
- 42.7. Subject to paragraph 42.3 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 including for claims by THIRD PARTIES arising therefrom (including all costs of containment, clean-up and disposal) that occurring on or originating from
- a) the properties or premises of, and/or from the means of transport of or under the care, custody, control, protection and/or preservation of, any member of CONTRACTOR GROUP including any marine vessel and/or subject to Article 42.7 b), from any other property of or under the care, custody and control of CONTRACTOR GROUP;
 - b) subject to Article 42.6 a) and c), emanates above the surface of the water or land, as the case may be from the property of, or under the care, custody or control of, any member of CONTRACTOR GROUP (including without limitation any radioactive sources handled by CONTRACTOR GROUP) as a result of or in connection with the performance of the SERVICES on the rotary table, save to the extent of CONTRACTOR GROUP's properties under the care, custody and control of COMPANY GROUP in accordance with the CONTRACT;
 - c) howsoever results from treating, storing, transporting, disposing of or otherwise managing all waste emanating from, or under the care, custody and control of the property of CONTRACTOR GROUP.
 - d) is due to defects and/or deficiencies in the GOODS and/or in the SERVICES from the delivery.

- e) the FACILITY until PROVISIONAL ACCEPTANCE CERTIFICATE or however when the same is under the care, custody, control, protection and/or preservation of any member of CONTRACTOR GROUP (including, without limitation, the GOODS until the CERTIFICATE OF DELIVERY) and/or
- f) defects or deficiencies in the GOODS or FACILITY from PROVISIONAL ACCEPTANCE CERTIFICATE until FINAL ACCEPTANCE CERTIFICATE and/or in the SERVICES from the delivery.
- g) from the SERVICES/WORKS performed by CONTRACTOR GROUP
- h) caused by any act or omission of any member of CONTRACTOR GROUP.

In the event the SERVICES include treating, storing, transporting, disposing of or otherwise managing drill cuttings and muds/waste materials related thereto, the PARTY's liability for pollution and/or contamination as stated in this Article 42.7 shall remain as stated therein to the maximum extent allowed by the APPLICABLE LAW.

- 42.8. Subject to paragraphs 42.6 and 42.7 of this Article and Article 42.3 c), (should the properties recalled therein be THIRD PARTY properties), CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of CONTRACTOR GROUP or (ii) arising out of or in connection with a defect in the GOODS/SERVICES/WORKS.
- 42.9. Subject to paragraphs 42.6 and 42.7 of this Article and Article 42.3 c), (should the properties recalled therein be THIRD PARTY properties), COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY (i) caused by any member of COMPANY GROUP or (ii) caused by CONTRACTOR or its SUBCONTRACTORS during their operations on a WILD WELL, (iii) in the event of a blow-out, well explosion, well cratering.
- 42.10. 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.
- 42.11. CONTRACTOR shall be responsible for (i) removal and, when appropriate, marking and lighting of any wreck or debris arising from or relating to the provision/performance of the GOODS/ SERVICES/WORKS, 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.
- 42.12. 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.

- 42.13. 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 defense 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 provisioning/performing any part of the GOODS/SERVICES/WORKS 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 GOODS/SERVICES/WORKS 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 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.
- 42.14. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages, provided however, that such waivers shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.
- 42.15. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defense of any action relating to such matter in which it may be named as a defendant.
- 42.16. 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.

- 42.17. In the event of loss of, or damage to, the EQUIPMENT occurring while the same is in-hole below the rotary table during the performance of the SERVICE, COMPANY shall be liable for:
- a) the depreciated value for such EQUIPMENT lost in hole or not repairable as set out in the CONTRACT or the replacement value delivered to AREA OF OPERATION, resulting from suitable supporting documentation to be provided by CONTRACTOR when no lost in hole value is set forth in the CONTRACT.
 - b) the duly justified cost of repair, provided such repair is possible and convenient and approved by COMPANY.
 - c) Notwithstanding the above, COMPANY shall not be liable if the loss or damage is caused by normal wear and tear, defect in EQUIPMENT or by CONTRACTOR GROUP's GROSS NEGLIGENCE, WILLFUL MISCONDUCT, fraud or proved negligence.
 - d) COMPANY is not obliged to fish any EQUIPMENT from the well but, should such fishing operations be carried out, they shall occur under the sole supervision and responsibility of COMPANY who may require advice or assistance from CONTRACTOR who shall comply with such request.
 - e) Any non-repairable EQUIPMENT left in the hole for which CONTRACTOR receives reimbursement from COMPANY will become the property of COMPANY following payment there for.

43. LIMITATION ON LIABILITY:

- 43.1. CONTRACTOR's Maximum Aggregate Liability (AGGREGATE LIABILITY) pursuant to this CONTRACT whether arising from tort, breach of contract or any other cause of action shall be one hundred percent (100%) of the CALL-OFF ORDER Value.
- 43.2. Notwithstanding paragraph above, none of the following shall be considered in determining whether CONTRACTOR's AGGREGATE LIABILITY has been reached:
- a) correction or re-performance of any SERVICES / WORK free of charge to COMPANY and/or at CONTRACTOR's expense in accordance with this CONTRACT.
 - b) CONTRACTOR's indemnification obligations under Articles 'Administrative and Anti-Corruption Liability', 'Contractor Personnel', 'Compliance with Law, Permits and Authorizations', 'Intellectual Property', 'Taxes', 'Customs Duties', 'Liabilities and Indemnities', 'Insurance', 'Defects Liability' of these General Terms & Conditions.
 - c) Liabilities with respect to loss or damage arising out of or connected with CONTRACTOR GROUP's fraud, GROSS NEGLIGENCE, WILLFUL MISCONDUCT.
 - d) Insurance proceeds in respect of a claim under the CONTRACT.
 - e) CONTRACTOR's own costs and overheads in connection with the WORKS.
 - f) Costs incurred by CONTRACTOR as a result of a dispute under this CONTRACT, including those in relation to legal, expert, and other consultancy fees and arbitration expenses; or
 - g) any liquidated damages paid or payable by CONTRACTOR under this CONTRACT.
- 43.3. For purposes of clarity, this Article shall act solely as a limit on CONTRACTOR's liability to COMPANY under this CONTRACT and not as an indemnity or guarantee of reimbursement by COMPANY to CONTRACTOR of any kind or nature.

44. DISPUTES RESOLUTION:

- 44.1. 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 Thirty (30) calendar days, 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 Thirty (30) 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 Arbitration Act 1940 by three arbitrators. The cost of such arbitration shall be borne as determined by the arbitrator(s). Unless otherwise mutually agreed, arbitration hearings shall be held in Karachi, Pakistan. The language of the arbitration shall be English. The award shall be final and binding on the PARTIES and may be enforced in any court or competent jurisdiction. The PARTIES shall treat all matters relating to the arbitration as confidential in accordance with Article 'Confidentiality'.

- 44.2. 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.
- 44.3. Notwithstanding paragraph above, 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 as per Article 44.1 above and CONTRACTOR hereby consents to any such consolidation of disputes. In the event that COMPANY exercises its right under this paragraph, (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 attorney-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.
- 44.4. 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.

45. FORCE MAJEURE:

- 45.1. The PARTIES shall be relieved of liability under this CONTRACT to the extent that owing to FORCE MAJEURE they have failed to comply with their respective obligations under this CONTRACT. Each PARTY shall take such reasonable measures, and the PARTIES shall co-operate in good faith to take jointly such reasonable measures as are necessary to minimize the duration of the FORCE MAJEURE and the consequences thereof. Each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of FORCE MAJEURE.
- 45.2. 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, 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.
- 45.3. 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 EQUIPMENT, CONTRACTOR's plant or factory or equipment, CONTRACTOR ITEMS or CONSTRUCTION EQUIPMENT.
- i) strikes or labor disturbances by CONTRACTOR PERSONNEL.

45.4. 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.

45.5. 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. If PARTIES do not find an agreement within Fifteen (15) days, CONTRACTOR shall be entitled to demobilize at its own costs with Five (5) days of written notice.

45.6. 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.

45.7. It is agreed by the PARTIES that the security conditions prevailing at SITE and on the Area of Operations on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY. The PARTIES also agree that the political and security conditions generally prevailing in the Islamic Republic of Pakistan on the CONTRACT signing date shall not constitute a condition of FORCE MAJEURE for either PARTY.

46. CONFIDENTIALITY:

46.1. 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.

- 46.2. CONTRACTOR's obligations under this 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,
 - 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.
 - d) the information is independently developed by any employee or agent of CONTRACTOR who has not had access to or been informed of the information in question.
- 46.3. CONTRACTOR's obligations 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
- 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.
- 46.4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the CONTRACTOR individuals as defined in Article 46.3 shall not:
- a) publish any press release, announcement, advertisement or reference to the GOODS / SERVICES / WORKS or to this CONTRACT in any way (including the award of same),
 - 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 / SERVICES / WORKS or this CONTRACT
- without prior COMPANY approval. Any proposed release, announcement, advertisement or reference shall be submitted to COMPANY for its review prior to any publication or release for publication.
- 46.5. The obligations of confidentiality under this Article shall continue in force for a period of Five (5) years from the date of termination of the CONTRACT.
- 46.6. CONTRACTOR undertakes, on its behalf and on behalf of all CONTRACTOR individuals as defined in Article 46.3, to respect the rules of conduct for the protection of confidentiality of Inside Information, as provided by the APPLICABLE LAW.
- 46.7. To this end, provided that (i) under this CONTRACT, the CONTRACTOR could become aware of Inside Information - as defined by Article-7 of EU Regulation No. 596/2014 on Market Abuse - transmitted in any form, regarding directly or indirectly relevant to 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.

- 46.8. In particular, in relation to Inside Information, the CONTRACTOR undertakes, on its behalf and on behalf of CONTRACTOR individuals as defined in Article 46.3:
- 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 and 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.
- 46.9. In particular, the CONTRACTOR undertakes to limit the disclosure of Inside Information within its own organization to those CONTRACTOR individuals as defined in Article 46.3, whose roles justify their having knowledge of the Inside Information and only to extent necessary for the performance of this CONTRACT.
- 46.10. The CONTRACTOR declares that it has implemented appropriate tools in order to ensure the confidentiality of Inside Information and 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.
- 46.11. Should Inside Information be transmitted, in full or in part, to CONTRACTOR individuals as defined in Article 46.3, 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.
- 46.12. The CONTRACTOR acknowledges that Inside Information must be managed in compliance with the obligations required by laws and by regulations as per APPLICABLE LAW.
- 46.13. The CONTRACTOR acknowledges that the above commitments, arising from the legislation on market abuse, are binding until Inside Information maintains its inside nature. However, CONTRACTOR and the CONTRACTOR individuals as defined in Article 46.3, as well as people belonging to its own organization, agree to keep confidential the Inside Information acquired during the performance of the CONTRACT.

47. ASSIGNMENT AND TERMINATION:

Assignment

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

Termination

- 47.2. 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 is specified or implied to remain in force thereafter.
- 47.3. On receipt of such notice of termination, CONTRACTOR shall, unless otherwise directed by such notice, immediately discontinue the provision of GOODS / SERVICES / WORKS and

shall, if so requested, use its reasonable efforts to cancel all existing commitments upon terms satisfactory to COMPANY and shall thereafter perform only such portion of the GOODS / SERVICES / WORKS as may be necessary to preserve and protect the part of the GOODS / SERVICES / WORKS being provided and to protect all CONTRACTOR ITEMS, the COMPANY ITEMS, the FACILITY and any existing facilities located at the SITE / CONTRACTOR BASE or in transit thereto.

- 47.4. In the event of termination of this CONTRACT, COMPANY may require the assignment of subcontracts to COMPANY.

Early Termination

- 47.5. COMPANY at its sole discretion may terminate, even partially, for any reason and at any time the CONTRACT by giving written notice thereof to CONTRACTOR.
- 47.6. If the CONTRACT is terminated by COMPANY pursuant to paragraph above, CONTRACTOR shall be entitled to the reimbursement of the CONTRACT PRICE for that portion of the GOODS / SERVICES / WORKS provided in accordance with the CONTRACT up to the date of termination, evaluated at the rates and prices, if any, provided for in the CONTRACT, the duly documented cost of any goods already purchased by CONTRACTOR and any unbreakable commitments made in good faith by CONTRACTOR and authorized by the COMPANY for services or materials required for the provision of the GOODS / SERVICES / WORKS and/or CONTRACTOR ITEMS or COMPANY ITEMS and reasonable demobilization expenses to be agreed upon between the PARTIES.
- 47.7. Upon such termination, title to and possession of all work, CONTRACTOR ITEMS whether in progress or otherwise, incorporated or to be incorporated in the GOODS / SERVICES / WORKS, or deliverable documents related thereto, shall pass to and vest in COMPANY on an as-is-where-is basis.

Termination for Cause

- 47.8. Without prejudice to the other provisions of the CONTRACT, the COMPANY shall be entitled to terminate the CONTRACT in the following cases:
- a) CONTRACTOR has not commenced SERVICES / WORKS or delivered the GOODS within the COMMENCEMENT DATE(s) provided for in the CONTRACT, or has not completed the GOODS / SERVICES / WORKS within the agreed term or has failed to deliver the CONTRACTOR ITEMS in accordance with the delivery schedule set forth in the CONTRACT due to causes attributable to CONTRACTOR, unless relevant liquidated damages, if any, are applied by COMPANY. It is being understood that if COMPANY elects to apply such liquidated damages and they are not duly paid by CONTRACTOR or become exhausted, COMPANY shall have the right to terminate the CONTRACT in accordance with this clause.
 - b) CONTRACTOR has failed to comply with the CONTRACT EXECUTION PLAN agreed in writing between the PARTIES, unless relevant liquidated damages, if any, are applied by COMPANY. It is being understood that if COMPANY elects to apply such liquidated damages and they are not duly paid by CONTRACTOR or become exhausted, COMPANY shall have the right to terminate the CONTRACT in accordance with this clause.
 - c) CONTRACTOR fails to remedy the defects such that the GOODS / SERVICES / WORKS and the FACILITY are completely in accordance with this CONTRACT and fit for the purposes for which the WORK and the FACILITY are intended.
 - d) CONTRACTOR fails to ensure that CONTRACTOR ITEMS supplied by CONTRACTOR are new, free from defects, suitable and fit for carrying out the purpose for which they are intended and in accordance with CONTRACT.
 - e) in the event of continuing or persistent failure of the FACILITY to meet the PERFORMANCE TESTS required by the CONTRACT.

- f) 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.
- g) CONTRACTOR is in material breach of the CONTRACT.
- h) CONTRACTOR becomes insolvent, bankrupt or any other circumstance in Article 'Bankruptcy' exists.
- i) 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.
- j) 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.
- k) CONTRACTOR assigns the CONTRACT or sub-contracts the GOODS / SERVICES / WORKS, or any part thereof, without COMPANY's prior APPROVAL.
- l) CONTRACTOR fails to comply with the APPLICABLE LAW, including but not limited to insurance, salaries, wages and social security contributions for its personnel, and safety legislation.
- m) CONTRACTOR makes variations to the scope of CONTRACT, without COMPANY's APPROVAL.
- n) CONTRACTOR suspends the provision of the GOODS / SERVICES / WORKS in the event of arbitration, except as allowed in Article 'Dispute Resolution'.
- o) CONTRACTOR fails to meet any HSE or Quality Assurance and environmental requirements during the provision of the GOODS / SERVICES / WORKS.
- p) 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.
- q) CONTRACTOR fails to secure within the stated time period or to maintain the BANK GUARANTEE or PARENT COMPANY GUARANTEE as required under the CONTRACT.
- r) CONTRACTOR fails to provide the GOODS / SERVICES / WORKS 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.
- s) in any other case expressly stated in the CONTRACT also if not listed by this Article.

47.9. If COMPANY considers that one of the aforesaid causes of termination exists, except for paragraphs h), i) or j) above, 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, the CONTRACTOR shall remedy and/or remove such breach within a period of Fifteen (15) days of receipt of COMPANY's notice.

47.10. If CONTRACTOR

- a) has failed to commence to remedy the breach within Five (5) days after receipt of COMPANY's notice; or
- b) the CONTRACTOR has failed to comply with the remedy plan, or
- c) upon the expiry of the Fifteen (15) days of receipt of COMPANY's notice such cause has not been remedied or removed; or
- d) if the circumstances of paragraphs h), i) or j) above exist,

COMPANY may terminate the CONTRACT forthwith and in the event of termination the 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 / SERVICES / WORKS 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 demobilization fees.

- 47.11. 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.

Termination for Force Majeure

- 47.12. Without prejudice to the other provisions of the CONTRACT, the 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 / SERVICES / WORKS provided 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.

Suspension

- 47.13. COMPANY may, at any time and, for any reason, suspend the provision of the GOODS / SERVICES / WORKS 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 / SERVICES / WORKS affected by the suspension and continue to provide the other parts of the GOODS / SERVICES / WORKS.
- 47.14. Unless instructed otherwise by COMPANY, upon receipt of any such suspension order, CONTRACTOR shall automatically:
- a) immediately discontinue the provision of the part of the GOODS / SERVICES / WORKS affected by the suspension on the date and to the extent specified in said suspension order,
 - b) place no further contracts for supply or subcontracts with respect to the suspended GOODS / SERVICES / WORKS, unless specified in said suspension order,
 - c) promptly and upon terms acceptable to COMPANY, obtain suspension of all contracts for supply, subcontracts and rental agreements to the extent that they relate to provision of suspended GOODS / SERVICES / WORKS,
 - d) continue to perform non-suspended obligations (including safety requirements and protection of stored parts of the RESULT OF WORK),

- e) generally, act in such a manner as to minimize costs associated with such suspension.
- 47.15. CONTRACTOR shall promptly resume provision of suspended GOODS / SERVICES / WORKS upon receipt of written notice to continue from COMPANY and to the extent required therein.
- 47.16. Where COMPANY suspends the GOODS / SERVICES / WORKS under the above paragraph of this Article, and provided that CONTRACTOR GROUP has not contributed to the cause of such suspension, CONTRACTOR shall be entitled to request for such suspension periods requested by COMPANY, time extension to the CONTRACT EXECUTION PLAN , and compensation for any costs incurred during the period of suspension with respect to maintaining its CONTRACTOR PERSONNEL, the RESULTS OF WORK or facilities during the period of suspension, and/or equipment and any other reasonable costs of demobilization or remobilization 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. The CONTRACTOR shall take all reasonable measures to reduce, control or otherwise mitigate such costs during the period of suspension.
- 47.17. Without prejudice, but in addition to COMPANY's right of discretionary termination provided for under paragraph 'Early Termination' above, if operations are suspended under the 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.

48. BANKRUPTCY AND FINANCIAL SECURITY:

- 48.1. 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 fulfil 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 Article 'Assignment and Termination'.
- 48.2. In any case COMPANY may forthwith terminate the CONTRACT, if CONTRACTOR fails to notify COMPANY as aforesaid.
- 48.3. If all or any part of the provision of the GOODS / SERVICES / WORKS is terminated, for reasons set forth in this Article, COMPANY shall pay CONTRACTOR in accordance with paragraph 'Termination for Cause' of Article 'Assignment and Termination'; said payment shall represent full and final payment for all GOODS / SERVICES / WORKS completed and for complete termination of the CONTRACT.
- 48.4. Where required under the CONTRACT, CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a Bank Guarantee (the 'BANK GUARANTEE') in the form attached to the CONTRACT and in the amount specified in the CONTRACT and shall maintain the BANK GUARANTEE, as a 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 against the issuance of the FINAL ACCEPTANCE CERTIFICATE plus Three (3) months or until all outstanding financial matters have been settled, whichever is the later. The BANK GUARANTEE may be drawn up 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 shall be borne by the CONTRACTOR.

- 48.5. Where required under the CONTRACT, the CONTRACTOR shall obtain and deliver to COMPANY by the EFFECTIVE DATE a Parent Company Guarantee (the "PARENT COMPANY GUARANTEE"), in the form attached to the CONTRACT, as a security for the proper performance of the CONTRACT by the CONTRACTOR, which shall remain in full force and effect and be held by COMPANY until the end date of the CONTRACT or against the issuance of the FINAL ACCEPTANCE CERTIFICATE. The PARENT COMPANY GUARANTEE may be drawn up by COMPANY's upon 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 shall be borne by the CONTRACTOR.
- 48.6. 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 and (iii) certificates of insurance as required by Article 'Insurance' of this CONTRACT.

49. INTELLECTUAL PROPERTY RIGHTS:

- 49.1. Any intellectual property rights that are made, discovered or developed by CONTRACTOR GROUP in the course of or by reason of the performance of CONTRACT shall be the property of COMPANY and shall be considered confidential information of COMPANY. CONTRACTOR shall forthwith at the request and cost of COMPANY at any time take all steps and execute all documents necessary to enable COMPANY to hold title to such INTELLECTUAL PROPERTY RIGHTS and obtain the relevant protection there for.
- 49.2. CONTRACTOR warrants that (i) the method and processes used by it to perform the CONTRACT and (ii) the GOODS / SERVICES / WORKS do not infringe any intellectual property rights of any person and CONTRACTOR shall be liable for and shall provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP from any and all liabilities, claims (including any liens and other encumbrances against property), judgements, losses, fines, penalties, expenses and any costs relating thereto (including but not limited to court costs and lawyers' fees) in respect of infringement of any such intellectual property rights.
- 49.3. Each PARTY shall retain the ownership of its INTELLECTUAL PROPERTY RIGHTS, which are in the possession of that PARTY (hereinafter 'BACKGROUND INFORMATION') prior to the execution of this CONTRACT even if disclosed to the other PARTY under this CONTRACT.
- 49.4. Each PARTY hereby grants to the other PARTY a non-exclusive, non-transferable, royalty-free license and right to use its BACKGROUND INFORMATION solely for the purpose and to the extent necessary to carry out the GOODS / SERVICES / WORKS in accordance with this CONTRACT or to operate and maintain the FACILITY. The licenses granted in this paragraph shall not include the right to manufacture or sublicense, except to COMPANY GROUP.
- 49.5. Subject to the paragraph above, the PARTIES agree that any and all INTELLECTUAL PROPERTY RIGHTS, related to the GOODS / SERVICES / WORKS, conceived or developed by CONTRACTOR under the CONTRACT and/or, achieved, derived from, related to, connected with the provision of the GOODS / SERVICES / WORKS by CONTRACTOR and/or acquired by CONTRACTOR from any other person pursuant to the performance of the CONTRACT, including but not limited to INTELLECTUAL PROPERTY RIGHTS in the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and/or any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations), shall be the exclusive property of COMPANY. No licenses, expressed or implied, are or shall be granted to CONTRACTOR as a result of the provision of the GOODS / SERVICES / WORKS.
- 49.6. CONTRACTOR hereby vests and agrees to vest in COMPANY and will obtain the agreement of any member of CONTRACTOR GROUP to vest in COMPANY all INTELLECTUAL PROPERTY RIGHTS relating to the GOODS / SERVICES / WORKS and/or developed or arising during the GOODS / SERVICES / WORKS or acquired hereunder from any other person, including the results thereof, the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and any technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations), which shall belong to COMPANY

pursuant to paragraph above, 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. COMPANY shall have full access to and use of the TECHNICAL DOCUMENTATION, the FINAL DOCUMENTATION and other technical information and shall deliver these to COMPANY in accordance with this CONTRACT or immediately upon request.

- 49.7. 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 INTELLECTUAL PROPERTY RIGHTS titles in the results. It is understood that such results shall be treated by CONTRACTOR subject to the confidentiality obligations provided in Article 'Confidentiality'.
- 49.8. CONTRACTOR declares and warrants that (i) the methods and processes used by Contractor GROUP to provide the GOODS / SERVICES / WORKS and (ii) the CONSTRUCTION EQUIPMENT and/or CONTRACTOR ITEMS, shall not infringe the INTELLECTUAL PROPERTY RIGHTS of any person and CONTRACTOR shall immediately notify COMPANY if it causes or becomes aware of any infringement or alleged infringement, 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 / SERVICES / WORKS or its performance thereof so as to avoid actual, alleged or potential infringement.
- 49.9. 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 infringement of any INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the performance of the obligations by CONTRACTOR under the CONTRACT. Without prejudice to the above, CONTRACTOR shall not be held liable for the infringement of INTELLECTUAL PROPERTY RIGHTS caused:
- a) by the use by COMPANY of CONTRACTOR ITEMS, or GOODS / SERVICES / WORKS in combination with goods and/or services not supplied by CONTRACTOR, provided such use is not specified in the CONTRACT.
 - b) when the CONTRACTOR ITEMS or GOODS / SERVICES / WORKS 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 CONTRACTOR ITEMS or GOODS / SERVICES / WORKS.
 - d) where the use by COMPANY of the CONTRACTOR ITEMS or GOODS/ SERVICES / WORKS does not correspond to the CONTRACTOR'S standards and specifications provided under the CONTRACT.

provided that CONTRACTOR has notified COMPANY in writing in a prompt manner that actions taken or to be taken by COMPANY mentioned in points (a) to (d) above may cause the infringement of INTELLECTUAL PROPERTY RIGHTS.

50. ANTIMAFIA LEGISLATION:

- 50.1. The CONTRACT validity is subject to CONTRACTOR and its SUBCONTRACTORS meeting and continuing to meet the requirements provided by the Anti-Mafia Legislation in force.
- 50.2. For this purpose, the CONTRACTOR undertakes to promptly inform COMPANY of any changes in the CONTRACTOR 's or SUBCONTRACTOR's corporate organization or of their Directors, occurred during performance of the CONTRACT, and submit copy of the documents evidencing the changes of the subjects involved in the verifications related to organized crime prevention.
- 50.3. If CONTRACTOR or its SUBCONTRACTORS do not meet or cease to meet the above requirements, COMPANY shall be entitled to terminate the CONTRACT with immediate effect.
- 50.4. If the above requirements are no longer met by SUBCONTRACTORS, the CONTRACTOR undertakes to immediately replace them with other SUBCONTRACTORS, subject to prior

approval by COMPANY. If CONTRACTOR fails to fulfil said obligation of replacement, COMPANY shall have the right to terminate the CONTRACT with immediate effect.

51. ADMINISTRATIVE AND ANTI-CORRUPTION LIABILITY:

- 51.1. CONTRACTOR represents and warrants that it has reviewed and understood the prevalent Anti-Corruption and Anti-Bribery legislations as per APPLICABLE LAW and operates in full compliance with the same.
- 51.2. With reference to the activities covered by or related to the CONTRACT, the CONTRACTOR undertakes to comply with, and shall cause its directors, officers, employees, and collaborators engaged by the CONTRACTOR in the execution of the CONTRACT to comply with the APPLICABLE LAWS including, without limitation, laws aimed at combating and punishing corruption such as the FCPA, the UK Bribery Act 2010, International anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ('Anti-Corruption Laws').
- 51.3. With reference to CONTRACTOR's GROUP performance of activities covered by this CONTRACT, the CONTRACTOR declares and warrants that it has issued and implemented governance policies aimed at preventing CONTRACTOR GROUP from committing, or attempting to commit, any act of bribe, as well as any conduct in violation of Anti-Corruption Laws and undertakes vis-à-vis COMPANY to maintain and effectively enforce these provisions for the entire duration of the CONTRACT. In particular and in accordance with these regulations, CONTRACTOR undertakes to abstain (and to cause its directors, employees and/or collaborators to abstain) from (a) offering, promising, giving, paying or authorizing anyone to give or pay, directly or indirectly, material, financial or other advantage to a Public Official or private party, and (b) accepting or authorizing anyone to accept, directly or indirectly, material, financial or other advantage or a request or solicitation from a Public Official or private party of material, financial or other advantage in breach of the applicable Anti-Corruption Laws.
- 51.4. With reference to the activities covered by or related to the CONTRACT, the 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.
- 51.5. CONTRACTOR declares that to the best of its knowledge no conflict of interests exists, not even potentially, in relation to the performance of this CONTRACT and undertakes to promptly report to COMPANY if CONTRACTOR is aware that any such situation should arise during the performance of the CONTRACT. Should there be any provision under APPLICABLE LAW or legal prohibitions preventing CONTRACTOR from disclosing data or information, CONTRACTOR shall so inform COMPANY and shall not be obliged to disclose such information.
- 51.6. With reference to the performance of the activities covered by the CONTRACT, CONTRACTOR declares and warrants that any member of CONTRACTOR GROUP appointed in respect of the performance of the activities under the CONTRACT shall meet the same requirements as those of CONTRACTOR and shall fulfil any obligations which apply to CONTRACTOR under this Article; that any individual performing activities related to the CONTRACT, including any SUBCONTRACTOR, shall operate only under a written contract imposing conditions and undertakings equivalent to those assumed by CONTRACTOR.
- 51.7. CONTRACTOR undertakes to:
- a) accurately and transparently record in its accounting books any amount received or paid in relation to the CONTRACT.
 - b) adopt and implement, for the entire duration of the CONTRACT, an effective and suitable Anti-Corruption Compliance Program in compliance with the Anti-Corruption Laws, and regularly control and monitor implementation and efficacy thereof.

- c) 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 paragraph. 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.
 - d) promptly inform COMPANY of any criticality, even potential, identified during performance of the CONTRACT and relating to the provisions and undertakings in this Article.
 - e) promptly report to COMPANY of any change that occurred in relation to any information provided to COMPANY before the entering into the CONTRACT, including any changes in the CONTRACTOR's ownership structure.
 - f) 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.
 - g) 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.
 - h) keep the documentation related to the performance of any activity covered by the CONTRACT for at least 10 years.
- 51.8. 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. In any case of breach by CONTRACTOR, even partial, of the declarations, warranties and undertakings in this Article, CONTRACTOR shall indemnify COMPANY from any loss, damage, also in terms of reputation, liability, costs or expenses, including legal expenses, and hold harmless from any THIRD PARTY action arising from or consequential to such a breach.
- 51.9. 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. The CONTRACTOR shall not be entitled to any payment during such period of suspension.
- 51.10. 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.
- 51.11. CONTRACTOR warrants and undertakes that any SUBCONTRACTORS must comply with any and all obligations attributed to the CONTRACTOR in this Article, as if it were applicable directly to such SUBCONTRACTORS.
- 51.12. COMPANY shall have the right to carry out an audit on CONTRACTOR in the event that COMPANY has a reasonable belief that CONTRACTOR may have violated the provisions included in this Article. To this end, CONTRACTOR undertakes subject to any legal privilege, express legal prohibitions, confidentiality extended to or expected by a whistleblower or reporter of an ethic concern or APPLICABLE LAW regarding data privacy, to provide COMPANY with any access, data and information required to carry out such audit and with any information regarding any adoption and implementation of the Anti-Corruption Compliance Program in relation to the activities under the CONTRACT.
- 51.13. Notwithstanding the above, such rights to audit shall be limited to the CONTRACT and shall exclude expense claims, confidential information, attorney privileged information, mark-up

etc., which cannot be produced in isolation. COMPANY (including individual employees and independent consultants) will execute a confidentiality agreement prior to commencement of an audit. Reasonable written notice to be provided before commencement of audit. Any visit to CONTRACTOR's premises should be agreed in advance and interviews of CONTRACTOR's employees conducted only in the presence of the CONTRACTOR's legal counsel.

51.14. With reference to the performance of the activities covered by the CONTRACT, the CONTRACTOR declares and warrants that:

- a) any amounts paid under the CONTRACT solely represents payment for the performance of its activities and that no part of such amounts will be transferred, directly or indirectly, to any Public Official or any private party or anyone of their Family Members (meaning the spouse, grandparents, parents, siblings, children, nieces, nephews, grandchildren, aunts, uncles and first cousins of the individual involved and his/her spouse; the spouse of any of these people; and any other individuals who share the same household) for corruption purposes or, however, in breach of applicable laws.
- b) neither any Public Official, who in virtue of his/her functions may influence or affect the performance of the activities under the CONTRACT, nor any of his/her Family Members, are or will be appointed as CONTRACTOR's directors or employed by CONTRACTOR as employees, consultants, intermediaries or agents.
- c) any employees or collaborators appointed in respect of the performance of the activities under the CONTRACT shall meet the same requirements as those of CONTRACTOR and shall fulfil any obligations which apply to CONTRACTOR under this Article; that any individual performing activities related to the CONTRACT, including any SUBCONTRACTOR, shall operate only under a written contract imposing conditions and undertakings equivalent to those assumed by CONTRACTOR.

51.15. For the purposes of this CONTRACT, Public Official shall mean:

- a) anyone occupying a public legislative, judicial or administrative function.
- b) anyone acting in an official capacity for or on behalf of (i) a national, regional or local public administration, (ii) an agency, department or instrumentality of the European Union, regional or local public administration,, (iii) a company owned, controlled or invested (when the public administration, in virtue of powers or prerogatives of a public information nature, substantially exercises control over a company) by a foreign public administration (including, for example, employees of 'national oil companies'); (iv) an international public organization, such as the European Bank for Reconstruction and Development, the International Bank for Reconstruction and Development, the International Monetary Fund, the World Bank, the United Nations or World Trade Organization; or (v) a political party, a member of a political party or a candidate for or foreign political office.
- c) anyone in charge of providing a public service, i.e., whoever performs a public service for whatever reason, where public service means an activity that is governed in the same way as a public function, except that the power vested in the latter is absent.
- d) anyone acting as representative of local communities.

52. CORPORATE SOCIAL RESPONSIBILITY AND HUMAN RIGHTS:

- 52.1. CONTRACTOR undertakes to promptly inform COMPANY about any suspected or actual human rights violations of which it becomes aware related to this CONTRACT.
- 52.2. COMPANY reserves the right to carry out inspections and audits in the event it becomes aware of circumstantial information that reasonably infers the violation of human rights.
- 52.3. CONTRACTOR represents and warrants to respect the human rights and preventing slavery and human trafficking as per APPLICABLE LAW and that it operates in line with the principles contained therein.
- 52.4. CONTRACTOR represents and warrants that it complies with the 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.
- 52.5. 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.
- 52.6. CONTRACTOR warrants and undertakes that any SUBCONTRACTORS must comply with any and all obligations attributed to the CONTRACTOR in this Article as well as in the Article 'Administrative and Anti-Corruption Liability', as if it were applicable directly to such SUBCONTRACTORS.
- 52.7. CONTRACTOR warrants and undertakes that it:
 - a) fulfills its obligations relating to the payment of insurances, social security contributions, employment and payment of its personnel furnished in connection with the CONTRACT and in accordance with APPLICABLE LAW.
 - b) does not breach any APPLICABLE LAW relating to, without limitation, working time, rest periods, mandatory leave of absence, vacation of such personnel.
 - c) ensures that CONTRACTOR PERSONNEL's wages and salaries are proportionate to the quality and quantity of the work performed as well as in compliance with the APPLICABLE LAW.
 - d) ensures the compliance and observance of such obligations in respect of any agency-supplied workers or any other form of collaboration it is utilizing under the CONTRACT.
 - e) ensures its SUBCONTRACTORS fulfil their obligations equivalent to this Article in relation to their personnel.
- 52.8. CONTRACTOR shall ensure that the provided information is complete, accurate and truly reflecting facts to which they pertain and COMPANY reserves the right to request the submission of any such evidence or certificate(s) in compliance with APPLICABLE LAW as may be deemed necessary to show that the requirements of this information are met and verify at any time, by any lawful means, the truthfulness of this information.
- 52.9. CONTRACTOR acknowledges and agrees that: (i) if requested by COMPANY, the CONTRACTOR shall require any of its SUBCONTRACTORS to undersign the equivalent information and (ii) failure to meet the obligations of this Article or the submission of any information resulting to be, false or incomplete will be a ground for a breach of the CONTRACT, without prejudice to any other legal rights and remedies available to COMPANY under the CONTRACT and/or APPLICABLE LAW.

53. LOCAL CONTENT:

- 53.1. CONTRACTOR shall to the extent is reasonable, practical and technically and commercially acceptable, use Goods/Materials, Services/Works and personnel of Pakistan.
- 53.2. CONTRACTOR shall comply with the obligations in terms of local content and/or community relations as set forth in Scope of Work and Technical Specifications and/or HSE, Security of CR Guidelines, if any.

54. INDEPENDENT CONTRACTOR:

- 54.1. CONTRACTOR shall be an independent contractor, for the entire provision/performance of the GOODS / SERVICES / WORKS, including without limitation to the complete and exclusive control and liability 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 performance of any work or service hereunder.
- 54.2. COMPANY shall have no direction or control of CONTRACTOR, the CONTRACTOR PERSONNEL or SUBCONTRACTORS. The actual provision/performance and supervision of the GOODS / SERVICES / WORKS shall be done by CONTRACTOR; however COMPANY or COMPANY REPRESENTATIVE shall have full and complete access to the operations to determine whether the GOODS / SERVICES / WORKS are being provided/performed by CONTRACTOR in accordance with all the provisions of the CONTRACT.
- 54.3. No relationship arises among the PARTIES including any relationship of agent and principal or partners in partnership or any fiduciary relationship, other than as counterparties to this CONTRACT and no PARTY has any express or implied right or authority to assume or create any obligation or responsibility on behalf, or in the name, of another PARTY. 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.

55. THIRD PARTIES:

- 55.1. Except as otherwise specifically set forth in this CONTRACT, 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.
- 55.2. 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 to enforce any term of this CONTRACT.

56. ENTIRE AGREEMENT:

- 56.1. This CONTRACT constitutes the entire agreement between the PARTIES in respect of its subject matter and supersedes all prior correspondence, negotiation, understanding, discussions, and agreements, either in writing or oral, between the PARTIES with respect to its subject matter.
- 56.2. 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 email 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.

57. WAIVERS:

- 57.1. No failure, delay or neglect on the part of a PARTY to enforce any of the terms and conditions of the CONTRACT or to insist upon the strict performance or observance thereof, shall be considered a waiver, except where expressly stated to be such in writing by such PARTY.

- 57.2. 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.

58. SEVERABILITY:

If at any time any 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.

59. PRIVACY:

- 59.1. The PARTIES declare that they have mutually acknowledged compliance with the obligations related to applicable personal data protection law, each for the part under its responsibility.
- 59.2. The PARTIES acknowledge that they both act as autonomous data controllers and are committed to operate in full compliance with the applicable personal data protection law in relation to the data processing activities related to the performance of this CONTRACT.
- 59.3. The CONTRACTOR shall indemnify and hold harmless the COMPANY from any prejudice resulting from the failure or improper fulfilment of the above obligations, accepting to pay compensation in case of damages, costs and expenses (including legal fees) deriving from the levying of any administrative sanctions and/or claims proposed by data subjects on the basis of their rights under current legislation on the protection personal data, as well as any other charges made by the competent Supervisory Authority, if liability derives from the active or omissive conduct of the CONTRACTOR.
- 59.4. The PARTIES acknowledge that: the COMPANY is the Data Controller (hereinafter the 'Data Controller') and the CONTRACTOR possesses the experience, reliability, skills and facilities required to implement the technical and organizational measures required for being appointed as 'Data Processor' in order to comply with data protection legislation under Regulation (EU) 2016/679 ('GDPR' or 'General Data Protection Regulation'). This stated, the PARTIES agree that the CONTRACTOR is hereby designated by the Data Controller as Data Processor (hereinafter the 'Data Processor'), under the applicable data protection law, with reference to the following:
- a) data processing activities: SEE NOTE 1
 - b) type of data: SEE NOTE 2
 - c) categories of data subjects: SEE NOTE 3
- 59.5. The CONTRACTOR, as Data Processor, guarantees that the processing of personal data related to the execution of the CONTRACT will be performed for lawful and transparent purposes, in accordance with the purposes of this CONTRACT and in accordance with the instructions issued by the Data Controller. The processing must not exceed these purposes and must be performed in accordance with the provisions of the applicable data protection law. In particular, the Data Processor agrees to:
- a) process the Data in a transparent and lawful way, in compliance with the applicable data protection law and for the sole purposes associated with the performance of this CONTRACT.
 - b) ensure that personal data processing is performed in accordance with the privacy information notice provided to the data subjects with respect to the processing performed for the performance of the CONTRACT and in full compliance with the consent expressed by them, where necessary, or of any other processing purposes permitted by law.
 - c) ensure that the data processed is complete, up to date and does not exceed the scope of the processing, making sure, as far as possible, that anonymous data or

suitable methods (e.g. pseudonymization) are used, so that the data subject is identified only when necessary.

- d) ensure that personal data is not disclosed to unauthorized third parties, except in cases where the data subject has given his/her consent or the disclosure is permitted by law (e.g. for the fulfilment of a contractual obligation with the data subject or legal requirements; in the context of internal communications for administrative and accounting reasons; to defend the rights of the Company in respect of a judgment or in pre-litigation);
- e) locate and designate the persons authorized to perform processing and provide them with the instructions, supervising each operation, ensuring they will maintain confidentiality and comply with the security measures adopted by the Data Processor under the applicable data protection law.
- f) adopt and implement the adequate security measures required under the applicable data protection law, as well as those imposed by any other legal provision or regulation while performing the duties referred to in the CONTRACT.
- g) allow the Data Controller, through a delegate or the Data Protection Officer (DPO) appointed by the Data Controller, to exercise power of control and, for this purpose, send to the Data Controller, upon request, a report on how instructions were followed and the consequent measures adopted, and on the problems encountered during their application;
- h) adopt adequate technical and organizational measures to allow Data Subjects to exercise their rights as provided under the applicable data protection law, and facilitate the exercise of such rights within the limits of the Processor's area of responsibility, as identified in the CONTRACT. When requested by the Data Controller, the Data Processor must respond promptly to any requests submitted by Data Subjects, within the limits of the Processor's area of responsibility.
- i) cooperate with the Data Controller in the case of inquiries, inspections and any other request from the competent Supervisory Authority, and ensure general compliance with the regulations it has issued, within the limits of the Data Processor's area of responsibility.
- j) give the Data Controller all information with regard to any relevant issue under the applicable data protection law. The Processor is not authorized to make independent decisions in relation to data processing purposes and methods. If required by necessity or urgency, the Processor shall inform the Controller promptly to allow the latter to adopt the appropriate decisions. In any case, if the Data Controller's instructions, legislative and/or regulatory changes or the Supervisory Authority's provisions should involve additional costs and/or activities to be incurred by the Data Processor, each PARTY shall bear its own respective charges.
- k) promptly, or within 24 hours of receiving the notification, inform the Data Controller, or the DPO appointed by the Data Controller directly, as specified in the applicable data protection law, of any data breaches, suspected or actual (e.g. a breach of the security systems that results in the accidental or unlawful destruction, loss or alteration of the personal data transmitted, stored or otherwise processed, or the unauthorized disclosure or access to such data), that have occurred in the context of personal data processing performed in the execution of the CONTRACT;
- l) promptly, or within 24 hours of receiving the notification, inform the Data Controller, or the Data Controller's DPO directly, of every instance, complaint, appeal, report or request submitted by data subjects concerning the exercise of their rights to privacy, in accordance with the provisions of the applicable data protection law. The Data Processor must also connect with the Data Controller and provide all the information necessary to respond to requests directly forwarded by data subjects to the Data Controller in accordance with the provisions of the applicable data protection law.

- 59.6. If the CONTRACTOR intends to use external parties or SUBCONTRACTORS, having the required technical competence and expertise, for the performance of the activities referred to in the CONTRACT, they shall:
- a) give prior notice to the Data Controller and obtain its authorization.
 - b) in all cases, conclude an agreement with the SUBCONTRACTORS that imposes the same obligations relating to personal data protection by which the CONTRACTOR is bound, and also undertake to send a copy of the agreement signed with the SUBCONTRACTORS to the Data Controller, keeping an up-to-date list for it.
 - c) if these parties are based in non-EU countries, the Data Processor undertakes to adopt all the measures specified in the applicable data protection law in order to ensure that the personal data processing performed on behalf of the Data Controller is performed with a level of protection that meets the protection standards provided for in the applicable national and European provisions and in accordance with these instructions.
- 59.7. If the SUBCONTRACTOR appointed as data processor infringes its obligations relating to data protection, the CONTRACTOR, as the original Data Processor, is fully liable to the Data Controller for the non-fulfilment of obligations by the SUBCONTRACTOR.
- 59.8. This appointment of the CONTRACTOR as Processor shall be effective for the entire duration of the CONTRACT and until termination of this CONTRACT for whatever reason.
- 59.9. In case of termination of the CONTRACT, and consequent termination of Personal Data processing by the CONTRACTOR, the latter, upon the decision of the Data Controller, must delete or return all the data and any existing copies of it, unless their storage is required by APPLICABLE LAW.
- 59.10. Additionally, the CONTRACTOR undertakes, in its own name and on behalf of its personnel or Persons in Charge of the Processing, to fulfil the confidentiality obligations for all data; these obligations shall survive the termination of the Data processing services by the CONTRACTOR.

NOTE 1:

indicate one or more of the following processing activities: collection, recording, organization, structuring, retention, adaptation or modification, extraction, consultation, use, communication via transmission, dissemination, or any other form in which it can be made available, comparison or interconnection, restriction, deletion or destruction.

NOTE 2:

indicate one or more of the following types of data: ordinary personal data; special categories of personal data such as: sensitive data, judicial data, genetic data, biometric data; geolocation data.

NOTE 3:

indicate one or more of the following categories of data subjects: clients, employees, third parties.

60. AUDIT AND RECORDS:

- 60.1 CONTRACTOR shall maintain true and complete records of all its operations under or relevant to this CONTRACT.
- 60.2 At all times during the performance of the CONTRACT, the CONTRACTOR shall provide COMPANY with accurate and complete information with respect to the SERVICE and the events affecting the performance of the SERVICE.
- 60.3 CONTRACTOR shall make available to COMPANY REPRESENTATIVE all relevant planning and reporting documents and CONTRACTOR shall comply with the reporting requirements in accordance with the CONTRACT.

- 60.4 CONTRACTOR agrees to retain all pertinent books and records including but not limited to payroll, accounting and payment records, invoices, time reports and travel/entertainment expense reports relating to the CONTRACT for a Five (5) year period or any other longer period as may be requested under APPLICABLE LAW, commencing from the earlier of the date when: (i) the performance of the GOODS / SERVICES / WORKS 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 by APPLICABLE LAW.
- 60.5 Representatives and auditors of COMPANY shall have access at any time, upon reasonable notice, during normal working hours to the books and records maintained by CONTRACTOR relating to the SERVICES and to any work sites and shall have the right to copy and audit such books and records except those in respect of any make-up of rates and lump-sum included in the CONTRACT.
- 60.6 CONTRACTOR shall obtain equivalent rights of audit to those specified above from all SUBCONTRACTORS.

61. SURVIVORSHIP:

Unless otherwise specifically stated elsewhere in the CONTRACT, those provisions of this CONTRACT which by their nature extend beyond the termination, completion or expiry of the CONTRACT shall survive any such termination, completion or expiry of the GOODS / SERVICES / WORKS including, but not limited to, the following provisions of Articles of the CONTRACT:

- a) Title
- b) Governing Law
- c) Compliance with Law, Permits and Authorizations
- d) Taxes
- e) Insurance
- f) Liquidated Damages
- g) Defects Liability
- h) Warranties
- i) Liabilities and Indemnities
- j) Limitation of Liability
- k) Dispute Resolution
- l) Confidentiality
- m) Financial Security
- n) Intellectual Property Rights
- o) Administrative and Anti-Corruption Liability
- p) Audit and Records
- q) Survivorship
- r) Notices and Representatives of the Parties

62. NOTICES AND REPRESENTATIVES OF THE PARTIES:

- 62.1. 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, and to the attention of that PARTY's representative appointed in accordance with this Article. Such notices shall be effective when delivered personally or when placed in the mail if mailed in the manner provided above.
- 62.2. 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.
- 62.3. COMPANY REPRESENTATIVE shall notify CONTRACTOR of all information, instructions and decisions COMPANY makes in connection with the performance of the CONTRACT.
- 62.4. 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.

- 62.5. 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.
- 62.6. 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.
- 62.7. CONTRACTOR REPRESENTATIVE shall notify COMPANY of all information, instructions and decisions of CONTRACTOR made in connection with the performance of this CONTRACT.
- 62.8. 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.
- 62.9. 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.
- 62.10. The respective representatives of the PARTIES are mentioned on the Cover Page (Letter of Award) of CONTRACT or its subsequent Amendments.
- 62.11. 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.
- 62.12. In case of any concern on the Terms & Conditions of the CONTRACT, the representative of the CONTRACTOR is required to coordinate with the Contracts & Procurement (C&P) Department of the COMPANY as per the details mentioned at the Cover Page (Letter of Award) of the CONTRACT or its subsequent Amendments, with a copy to C&P Manager of the COMPANY.