



Contract-5000030034

Prime Pakistan Limited

(Formerly known as 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

GENERAL INFORMATION			
Contract Description:	Maintenance & Support of Hampson-Russell Software		
Contractor Name:	GeoSoftware, LLC	SAP Code:	560000
Contractor Address:	2000 W. Sam Houston Parkway South, Suite 950, Houston, TX 77042, United States		
Contractor Incorporation:	USA		
Contractor Representative:	Jimmy Ting – Engagement Partner		
Contact Number:	+60 12 220 1700	Email:	jimmy.ting@geosoftware.com
Contract Holder:	Salman Siddiqui – ICT Manager		
Company Representative:	Salman Siddiqui		
Contact Number:	+92-333-4900380	Email:	salman.siddiqui@prime-pakistan.com
Contract Start Date:	01-May-2023	End Date:	30-June-2026
Commencement Date:	As per Call-Off Order	Opt. Ext:	1 Year
Extension Basis:	Same Terms & Conditions with Revised Rates to be agreed between Parties		
C&P Buyer Name:	Muhammad Ali Iqbal		

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ORDER INCLUDES ALL OF THE FOLLOWING PAGES

INDEX

1.	DEFINITIONS AND INTERPRETATION	3
2.	THE CONTRACT	4
3.	CONTRACT DURATION AND OPTIONS TO EXTEND	4
4.	KICK OFF MEETING – If Applicable.....	4
5.	SCOPE OF WORK.....	5
6.	COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS	5
7.	PERFORMANCE.....	5
8.	CONTRACTOR PERSONNEL	6
9.	ASSIGNMENT	6
10.	SUBCONTRACTING – Not Applicable.....	6
11.	HEALTH, SAFETY AND ENVIRONMENT – Not Applicable	6
12.	DEFECT LIABILITY – Not Applicable	6
13.	TERMINATION	6
14.	LIABILITIES	6
15.	INSURANCE	7
16.	LIQUIDATED DAMAGES	7
17.	TAXES.....	8
18.	CALL-OFF ORDER PROCEDURE.....	9
19.	CONTRACT PRICE	9
20.	INVOICING	9
21.	PAYMENT.....	10
22.	FORCE MAJEURE	11
23.	INTELLECTUAL PROPERTY RIGHTS.....	11
24.	CONFIDENTIALITY	11
25.	GOVERNING LAW.....	13
26.	DISPUTES RESOLUTION	13
27.	ADMINISTRATIVE AND ANTI- CORRUPTION LIABILITY, Corporate Social Responsibility and Human Rights 13	
28.	MISCELLANEOUS.....	14
28.	NOTICES	15
29.	REPRESENTATIVES OF THE PARTIES.....	15
30.	PRIVACY	15



FORM OF AGREEMENT

With reference to your offer dated 24th February 2023 and subsequent correspondence, all attached hereby as Appendix A & D relevant to the subject, **Prime Pakistan Limited** (formerly Eni Pakistan Ltd) a corporation existing under the laws of England and having its principal place of business at 5th Floor, The Forum, G-20, Block-9, Khayaban-e-Jami, Clifton, Karachi - 75600, Pakistan (hereinafter referred to as "**COMPANY**") hereby award you, **GeoSoftware, LLC** a corporation existing under the laws of USA and having its principal place of business at 2000 W. Sam Houston Parkway South, Suite 950, Houston, TX 77042, United States. (hereinafter referred to as "**CONTRACTOR**") the CONTRACT (hereinafter referred to as "the CONTRACT") covering the subject at the following terms and conditions.

1. DEFINITIONS AND INTERPRETATION

The following definitions when capitalized shall apply to this CONTRACT:

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

"COMPANY GROUP" means:

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

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

"CONTRACTOR GROUP" means:

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

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

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

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

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

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

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



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

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

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

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

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

2. THE CONTRACT

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

- This Form of Agreement
- Appendix "A" - "Compensation and Method of Application"
- Appendix "D" - "Scope of Work and Technical Specification"
- Call-Off Order

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

3. CONTRACT DURATION AND OPTIONS TO EXTEND

- 3.1. This CONTRACT shall become effective on **1st May 2023** (the "EFFECTIVE DATE") and shall continue in full force and effect until **30th June 2026**, subject to termination in accordance with the terms of the CONTRACT.
- 3.2. CONTRACTOR shall commence the provision of the SERVICE in accordance with the CONTRACT in the CALL-OFF ORDER (the "COMMENCEMENT DATE") and shall thereafter proceed with the SERVICE with due expedition and without delay, for a period of 38 months in accordance with this CONTRACT.
- 3.3. CONTRACTOR acknowledges that the performance of the SERVICE is time critical and shall not assign to other works a priority which affects or interferes with the start, finish or timely performance of each part of the SERVICE in accordance with this CONTRACT.
- 3.4. COMPANY may extend the CONTRACT for Twelve (12) additional months, under the same terms and conditions and rates as set forth herein, by giving written notice to CONTRACTOR at least 15 days before the expiration of the CONTRACT.

4. KICK OFF MEETING – If Applicable

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

[Signature] FM

[Signature]



5. SCOPE OF WORK

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

6. COMPLIANCE WITH LAW, PERMITS AND AUTHORIZATIONS

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

7. PERFORMANCE

7.1. CONTRACTOR represents and warrants that:

- a. CONTRACTOR shall perform the SERVICE in full compliance with the CONTRACT, any APPLICABLE LAW and all relevant, current accepted international standards, in accordance with agreed methods and time schedule in a diligent, good and workmanlike manner without interruption to completion;
 - b. CONTRACTOR has the necessary corporate power and authority to enter into this CONTRACT and has received all necessary approvals to do so;
 - c. CONTRACTOR is solvent and no bankruptcy, insolvency or receivership proceedings have been commenced against it and it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such proceedings commencing;
 - d. CONTRACTOR shall maintain a true and correct set of records pertaining to SERVICES performed hereunder for a period of Five (05) years after completion of the applicable SERVICES. COMPANY may, at its cost, upon reasonable prior notice, during normal business hours of CONTRACTOR, audit any and all records of CONTRACTOR relating to the SERVICES performed hereunder for the purpose of verifying: (a) the proper performance by CONTRACTOR of its obligations under the CONTRACT; (b) the amounts and costs payable by or to be paid by COMPANY under the CONTRACT; and (c) in respect of rates, fees or prices under the CONTRACT that are fixed or lump sum, the correct application (but not the make-up) of such rates, fees and prices in any invoice issued to COMPANY under the CONTRACT. CONTRACTOR shall have the right to exclude from such audit all proprietary information and trade secrets, monetary portions of CONTRACTOR's payroll records, any components of CONTRACTOR's fixed rates or mark-ups, third party invoices (other than reimbursable third-party invoices), and inter-company charges and transactions. All information disclosed to COMPANY during such audit shall be kept in confidence by COMPANY as set forth in Article-24, mutatis mutandis.
- 7.2. CONTRACTOR shall notify COMPANY immediately it becomes aware of any delay, impending or actual stoppages of the SERVICE and shall provide, in an expeditious manner, details of how it shall overcome the delay. In such circumstance COMPANY in addition to the remedies provided by the CONTRACT shall have the right to terminate the CONTRACT for material breach in accordance with article "Termination".
- 7.3. CONTRACTOR shall not modify or alter any part of the SERVICE without prior COMPANY's written approval and COMPANY shall not be liable or responsible for any unauthorized modification or for any cost or payment

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thereof. COMPANY may, at its option, require that CONTRACTOR, at CONTRACTOR's sole expense, withdraw, undo or remove any unauthorized modification.

- 7.4. Except as expressly set forth herein, CONTRACTOR makes no representations or warranties, expressed or implied, with regard to the SERVICES or the deliverables, including, but not limited to, implied warranties of merchantability and fitness for particular purpose.

8. CONTRACTOR PERSONNEL

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

9. ASSIGNMENT

- 9.1. COMPANY may freely assign this CONTRACT (or any interest, right or obligation therein, including the assignment of credit) 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.

10. SUBCONTRACTING – Not Applicable

11. HEALTH, SAFETY AND ENVIRONMENT – Not Applicable

12. DEFECT LIABILITY – Not Applicable

13. TERMINATION

- 13.1. COMPANY may terminate the CONTRACT in writing within 15 days prior notice to CONTRACTOR in the event that CONTRACTOR is in breach of the CONTRACT, in which event, CONTRACTOR shall be entitled to no payments from COMPANY and COMPANY shall be entitled to recover from CONTRACTOR any costs and expenses it incurs in connection with such termination.
- 13.2. COMPANY may at its convenience terminate the CONTRACT, or any part thereof, at any time by giving seven (7) calendar day's written notice to CONTRACTOR. In the event of termination under this par.12.2. COMPANY shall, subject to any other provisions of the CONTRACT, pay CONTRACTOR for all SERVICE performed in accordance with the CONTRACT up to the time of termination.
- 13.3. COMPANY in its sole discretion may suspend the performance of the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR. Where COMPANY suspends performance under this par.12.3, CONTRACTOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension.

14. LIABILITIES

- 14.1. All exclusions and indemnities given under this Article "Liabilities" shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) and shall apply irrespective of any claims in tort, under this CONTRACT or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE, WILFUL MISCONDUCT or fraud.
- 14.2. 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.

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- 14.3. COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS of whatever nature and howsoever caused, in respect of, or arising out of:
- a) injury, illness or death of any member of COMPANY GROUP;
 - b) loss of, or damage to the property, owned, hired or leased, of any member of COMPANY GROUP.
- 14.4. CONTRACTOR shall be liable for and shall defend, indemnify and hold harmless COMPANY GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of CONTRACTOR GROUP.
- 14.5. Subject Article 14.4. (ii) COMPANY shall be liable for and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all INDEMNIFIED COSTS in respect of or arising out of injury, illness or death to a THIRD PARTY and/or loss or damage to the property, owned, hired or leased of a THIRD PARTY caused by any member of COMPANY GROUP.
- 14.6. Notwithstanding any provision to the contrary elsewhere in the CONTRACT, and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the CONTRACT, (i) neither COMPANY nor COMPANY GROUP, shall under any circumstances, be liable to CONTRACTOR or CONTRACTOR GROUP for CONSEQUENTIAL LOSS, and CONTRACTOR hereby waives any claim it may at any time have against COMPANY GROUP in respect of any such damages, and (ii) neither CONTRACTOR nor CONTRACTOR GROUP, shall under any circumstances, be liable to COMPANY or COMPANY GROUP for CONSEQUENTIAL LOSS and COMPANY hereby waives any claim it may at any time have against CONTRACTOR GROUP in respect of any such damages. Notwithstanding any provision to the contrary in this Agreement, except with respect to the indemnity obligations set forth in this section 14, CONTRACTOR's total aggregate liability for any and all damages shall not exceed the total amount of the CONTRACT PRICE or amount set out in APPLICABLE LAW. This limitation will apply regardless of the form of action, whether in contract or tort, under any condition, warranty, indemnity, contribution or otherwise and irrespective of the negligence or breach of duty (statutory or otherwise) of CONTRACTOR.
- 14.7. The indemnified PARTY in this CONTRACT shall, at all times, have the right to be represented by its own counsel at its own cost and expense and to participate in the defence of any action relating to such matter in which it may be named as a defendant.

15. INSURANCE

- 15.1. CONTRACTOR shall place and maintain throughout the term of the CONTRACT:
- a) all insurances as required by APPLICABLE LAW for CONTRACTOR PERSONNEL.
- 15.2. The cost of the insurance above shall be borne by CONTRACTOR and included in the price offer; insurance deductible shall be borne by CONTRACTOR.
- 15.3. CONTRACTOR shall provide certificates of the insurance required above, upon COMPANY request (after signature of the CONTRACT). If insurance requested in paragraphs c), d, above is placed by any SUBCONTRACTOR, CONTRACTOR shall provide certificates of insurance of its SUBCONTRACTORS, upon COMPANY request (after signature of the CONTRACT).
- 15.4. The submission of certificates or any evidence shall not be interpreted to mean that COMPANY is assuming any responsibility for the correctness of CONTRACTOR's insurance policies and shall not be construed as limiting or restricting in any manner whatsoever CONTRACTOR's liability."

16. LIQUIDATED DAMAGES

- 16.1. The PARTIES agree that if:
- a) CONTRACTOR fails to commence the SERVICE by the relevant COMMENCEMENT DATE; or
 - b) CONTRACTOR fails to complete the SERVICE by the relevant COMPLETION DATE
- then CONTRACTOR shall pay to COMPANY as liquidated damages and not as a penalty for each such failure to observe such obligation in accordance with its terms, the percentages of CALL-OFF ORDER value:
- 2.5% to a maximum of 10%

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

16.2. If the period of unavailability of services exceeds the period of 04 weeks COMPANY may terminate the CONTRACT for material breach.

17. TAXES

17.1. Except as otherwise stated in this Article, CONTRACTOR shall bear and be liable for all TAXES, existing at the time of the CONTRACT award or during the term of the CONTRACT, that are assessed or levied on CONTRACTOR arising from or consequent to the CONTRACT and/or its performance by CONTRACTOR and shall, at its own expense, pay all such TAXES in accordance with APPLICABLE LAW and CONTRACTOR hereby agrees to be liable for and shall defend, indemnify and hold harmless COMPANY from and against any and all INDEMNIFIED COSTS arising out of or in connection with any assessment or levy made in respect of any of the aforesaid TAXES. CONTRACTOR agrees to require the same agreements from any of its SUBCONTRACTOR and to be liable for, and indemnify COMPANY from, any breach of such agreements by such SUBCONTRACTOR.

17.2. CONTRACTOR also agrees to comply with all applicable federal and provincial fiscal requirements under the Pakistan jurisdiction, including but not limited to filing of requisite monthly and annual fiscal tax returns wherever applicable, payment of all taxes and the making available to the fiscal authorities of all information and documentation called for thereby from time to time. If applicable pursuant to APPLICABLE LAW, CONTRACTOR agrees to register with all requisite governmental authorities and fiscal authorities prior to conducting the WORK hereunder.

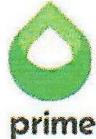
17.3. COMPANY shall deduct Withholding Tax, on all amounts payable under the CONTRACT wherever required by the fiscal laws and on the request of the CONTRACTOR, it shall forward the relevant withholding or deducting certificate or certificates as soon as reasonably practicable in respect of such tax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

- (i) In the event that CONTRACTOR is eligible for any exemption due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to submit valid exemption certificate from relevant taxing authority at the time of submission of its invoices to the COMPANY. If, however, the CONTRACTOR has failed to properly fulfil its obligations to justify such exemption and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- (ii) In the event that CONTRACTOR is eligible for any reduced rate due to application of fiscal laws, then, in that case, the CONTRACTOR will be responsible to inform the relevant provision of law at the time of submission of its invoices to the COMPANY and shall clearly mention on its invoices the reason for deduction of tax at reduced rates. If CONTRACTOR has failed to properly fulfill its obligations to justify such reduced rate and COMPANY is subsequently penalized by any tax authority, CONTRACTOR shall be liable for and shall indemnify against all INDEMNIFIED COSTS of whatever nature and howsoever caused arising therefrom or consequent thereto.
- (iii) No gross-up of the CONTRACT prices or of the invoices will be allowed to cater for Withholding Taxes. The CONTRACTOR will also be solely responsible for its ability or inability to recover tax credit from the fiscal authorities of the relevant country.

17.4. "Withholding Tax" for the purposes of this Article means any fee, tax, charge or deduction imposed by the fiscal authorities in the country of tax residence of COMPANY on any sum payable by COMPANY to the CONTRACTOR, as the case may be, for the fees payable under this Article.

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

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**18. CALL-OFF ORDER PROCEDURE**

- 18.1. On the basis that no minimum work commitment is guaranteed herein, the SERVICES to be performed shall be requested from time to time by COMPANY with a CALL-OFF ORDER signed by the authorized attorneys of both PARTIES.
- 18.2. COMPANY shall send to CONTRACTOR two originals of the CALL-OFF ORDER. As a minimum, and unless otherwise agreed between the PARTIES, the following information shall be provided in each CALL-OFF ORDER:
- CONTRACT number;
 - CALL-OFF ORDER number;
 - Description of the SERVICES required;
 - Work/Service or Delivery location;
 - Commencement date;
 - Date of Completion;
 - Name of the COMPANY's representative to whom the CONTRACTOR shall report as described herein.
 - CALL-OFF ORDER amount
 - Programs(s), time schedule(s) as well as any necessary instructions and directions in connection with the SERVICES.
- 18.3. CONTRACTOR shall sign the two (2) originals of the CALL-OFF ORDER and return both to COMPANY for countersignature. COMPANY shall sign and return one original to CONTRACTOR, retaining the other original for its records.
- 18.4. In the event that any of the information in a CALL-OFF ORDER requires to be changed for any reason, then either a CALL-OFF ORDER amendment or a new CALL-OFF ORDER shall be raised by COMPANY and issued to CONTRACTOR for signature process as described above.
- 18.5. Unless otherwise agreed between the PARTIES, in the event that CONTRACTOR provides SERVICES without the authority of a CALL-OFF ORDER as described above, then COMPANY reserves the right to refuse acceptance of those SERVICES by COMPANY, and COMPANY shall not be responsible for any costs arising from such a refusal.

19. CONTRACT PRICE

- 19.1. In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the amounts set out in, and in the manner stipulated in the CONTRACT. The CONTRACT PRICE shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT.
- 19.2. CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the SERVICE in accordance with its terms and CONTRACTOR undertakes to make no claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

20. INVOICING

- 20.1. After the completion of each milestone or month as the case may be, CONTRACTOR may submit invoices to COMPANY in the form and number requested by COMPANY. All invoices submitted by CONTRACTOR to COMPANY shall be accompanied by such documents and records or other evidence as COMPANY may request to support charges contained therein. Any VAT (Value Added Tax), if applicable shall be clearly shown as a separate item.
- 20.2. The invoice shall include the following information:
- a) reference number and date of issue of this CONTRACT;
 - b) name, address and Federal/Provincial Sales Registration Number (if applicable) and National Tax Number of the CONTRACTOR;

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

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

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

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

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

Queries on status of invoice may be sent to:

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

21. PAYMENT

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

Account Number	:	104039957
Bank Name	:	HSBC Bank USA NA
Account Title	:	Geosoftware LLC
Swift Code	:	SWIFT: MRMDUS33
IBAN Number	:	FED: 21001088
Branch code no.	:	Routing # 022000020
Address of Bank	:	452 5th Ave. New York, NY 10018



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

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

22. FORCE MAJEURE

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

23. INTELLECTUAL PROPERTY RIGHTS

23.1. Title to and ownership of all intellectual property rights in all CONTRACTOR software and other SERVICES deliverables does not transfer to COMPANY and shall remain in CONTRACTOR and/or CONTRACTOR's third-party vendors and suppliers.

24. CONFIDENTIALITY

24.1. 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.

24.2. CONTRACTOR's obligations under the present Article do not preclude disclosure of confidential information where CONTRACTOR can demonstrate by written evidence that:

- a. the information was already or has subsequently entered the public realm through no fault of CONTRACTOR,
- b. CONTRACTOR already possessed that information at the time of receipt from COMPANY or has since received it from another person that is not subject to this duty of confidence, or
- c. the confidential information is required by APPLICABLE LAW or this CONTRACT to be disclosed to a public authority or in a court of law or arbitral proceeding, provided that CONTRACTOR provides prior notice of such disclosure to COMPANY.

24.3. CONTRACTOR's obligations under paragraph 1 of this Article do not preclude a disclosure to the extent necessary and which is made strictly for the purpose of the performance by CONTRACTOR of its obligations under the CONTRACT and for no other purpose whatsoever to:

- a. its auditors,
- b. its AFFILIATES,
- c. its directors, officers, employees, consultants, advisors, agents or SUBCONTRACTORS (the "PARTIES CONCERNED")

provided that CONTRACTOR shall ensure that the recipient under points a. to c. above signs a confidentiality undertaking at least as stringent as provisions contained in this Article.

24.4. CONTRACTOR shall not, and shall ensure that all members of CONTRACTOR GROUP and/or the PARTIES CONCERNED shall not:

- a. publish any press release, announcement, advertisement or reference to the SERVICES or to this CONTRACT in any way (including the award of same), or
- b. provide any information to any newspaper, trade journal, publication or radio or television broadcasting body, or the agents or reporters of such concerns on any matters related to the SERVICES or this 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.

24.5. The obligations of confidentiality under this Article "Confidentiality" shall continue in force for a period of Five (05) years from the date of termination of the CONTRACT.

24.6. Moreover, CONTRACTOR undertakes, on its behalf and on behalf of the PARTIES CONCERNED, to respect the rules of conduct for the protection of confidentiality of Inside Information (hereinafter "INSIDE INFORMATION"), as provided by the applicable legislation.

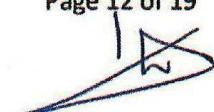
To this end, provided that (i) under this CONTRACT, CONTRACTOR could become aware of INSIDE INFORMATION – as defined by art. 7 of EU Regulation No. 596/2014 on market abuse (the "MAR") – transmitted in any form, regarding directly or indirectly COMPANY; (ii) if it becomes aware of such INSIDE INFORMATION, under the terms and conditions provided for by the above mentioned legislation , CONTRACTOR would be entered in the COMPANY "Insider List" (i.e. Register of Persons with Access to INSIDE INFORMATION of COMPANY) and should establish its own Register for the aforementioned INSIDE INFORMATION, taking all reasonable measures to ensure that all persons listed in its own Register acknowledge, in writing, that they have been informed of the associated legal obligations and are aware of the applicable sanctions.

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

- a. to treat the INSIDE INFORMATION as strictly confidential, keep it secret and not disclose it or make it known to unauthorized persons, except for specific request to that effect by the competent authorities. In such case, CONTRACTOR shall inform the COMPANY and agree on the modalities of communication of INSIDE INFORMATION to the said authorities;
- b. to refrain- ensuring that the PARTIES CONCERNED will refrain too – from using the contents of INSIDE INFORMATION, from reproducing or taking extracts or summaries thereof, for purposes other than lawful and authorized ones relevant to the performance of this CONTRACT;
- c. to adopt all measures reasonably possible to ensure and protect, in whole and in part, in any form and in any case, the confidentiality of the INSIDE INFORMATION, in relation to anyone.

In particular, CONTRACTOR undertakes to limit the disclosure of INSIDE INFORMATION within its own organization to those PARTIES CONCERNED whose roles justify their having knowledge of the INSIDE INFORMATION and only to extent necessary for the performance of this CONTRACT; also, CONTRACTOR:

- declares that it has implemented appropriate tools in order to ensure the confidentiality of INSIDE INFORMATION;
 - undertakes to treat such INSIDE INFORMATION with a degree of confidentiality, diligence and caution that meet those required by the applicable legislation and its own regulations on the processing of its own confidential information and INSIDE INFORMATION.
Should INSIDE INFORMATION be transmitted, in full or in part, to PARTIES CONCERNED, for lawful and authorized purposes, CONTRACTOR undertakes to inform them of the obligations arising out of this CONTRACT and obtain from them an analogous confidentiality undertaking, if no legal, statutory or contractual obligations of a similar nature exist;
- d. acknowledges that INSIDE INFORMATION must be managed in compliance with the obligations required by laws and by regulations, including the Italian Financial Conduct Authority (Consob) communications on the matter;
 - e. acknowledges that the above commitments, arising from the legislation on market abuse, are binding until the INSIDE INFORMATION maintains its inside nature. However, CONTRACTOR and the PARTIES CONCERNED, as well as people belonging to its own organization, agree to keep confidential the INSIDE INFORMATION acquired during the performance of the CONTRACT.

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25. GOVERNING LAW

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

26. DISPUTES RESOLUTION

26.1. COMPANY and CONTRACTOR shall use their best efforts to resolve any dispute or claim which may arise under the CONTRACT in an amicable manner. Failing an amicable settlement within a reasonable time, but not exceeding sixty (60) calendar days, any dispute or claim arising out of or in relation to the CONTRACT shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules. The cost of such arbitration shall be borne as determined by the arbitrator(s). Unless otherwise mutually agreed, arbitration hearings shall be held in London UK. The language of the arbitration shall be English. The award shall be final and binding on the PARTIES and may be enforced in any court or competent jurisdiction. The PARTIES shall treat all matters relating to the arbitration as confidential in accordance with Article "Confidentiality".

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

27.1. 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.

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

27.2.1. CONTRACTOR undertakes to comply with, and shall cause its directors, officers, employees, and collaborators engaged by the CONTRACTOR in the execution of the CONTRACT (for such to be intended consultants, advisors, agents and equivalent figures – hereinafter the "Collaborators") to comply with, APPLICABLE LAWS including, without limitation, laws aimed at combating and punishing corruption such as the FCPA, the UK Bribery Act 2010, and any other applicable anti-corruption laws in force worldwide, as well as international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("Anti-Corruption Laws").

27.2.2. CONTRACTOR represents and warrants that it has issued and implemented governance policies aimed at preventing its directors, officers, employees and its Collaborators from committing, or attempting to commit, any conduct sanctioned under APPLICABLE LAW, and undertakes to maintain and ensure the implementation of these policies for the entire duration of the CONTRACT.

27.2.3. CONTRACTOR represents and warrants that it has no conflicts of interests and undertakes promptly to report to COMPANY if any such situation should arise during the performance of and in relation to the CONTRACT. For the purpose of this CONTRACT, conflict of interest means any situation referring to the CONTRACTOR that may interfere with the ability of COMPANY and its directors, officers, employees and Collaborators to make impartial decisions in the latter's interest.

27.2.4. CONTRACTOR undertakes to:

- a. accurately and transparently record in its accounting books any amount received or paid in relation to the CONTRACT;
- b. not subject its people to working conditions, methods of surveillance or degrading housing situations in violation of APPLICABLE LAW. COMPANY reserves the right to carry out inspections and audits in the event that it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this sub letter b. To this end, CONTRACTOR agrees to provide COMPANY with all the information related to the performance of the CONTRACT in the manner to be agreed by the PARTIES.
- c. to the extent permitted under applicable law, promptly inform COMPANY of any information relating to pending investigations, proceedings, sanctions or decisions against CONTRACTOR and each direct owner of CONTRACTOR, each member of the Board of Directors, managing director, general director, or equivalent figure – even if not definitive – related to conduct contrary to the Anti-Corruption laws;





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

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

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

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

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

27.7. Corporate Social Responsibility and Human Rights

1. CONTRACTOR represents and warrants that it complies with APPLICABLE LAW and international best practices and guidelines aimed at preventing and contrasting violations of human rights, including among others the a) United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for multinational enterprises, b) the ILO Declaration on fundamental principles and rights at work, c) the US Global Magnitsky Act and related executive orders and d) the Council Regulation (EU) 2020/1998 of 7 December 2020 concerning restrictive measures against serious human rights violations and abuses.
2. CONTRACTOR represents and warrants that it shall respect, and shall cause its directors, officers, employees, and Collaborators engaged by the CONTRACTOR in the execution of the CONTRACT to respect, human rights and shall make its best effort to avoid violating or contributing to violating human rights.

28. MISCELLANEOUS

28.1. Independent Contractor. CONTRACTOR shall be an independent CONTRACTOR with respect to the performance of the SERVICE with exclusive control over its equipment, materials and personnel and neither CONTRACTOR nor anyone employed by CONTRACTOR shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of COMPANY in the performance of any work or service hereunder. COMPANY shall have no direction or control of CONTRACTOR, CONTRACTOR personnel or SUBCONTRACTORS. The actual performance and supervision of the activities under the CONTRACT shall be by CONTRACTOR, but COMPANY or its authorized representatives shall have full and complete access to the operations to determine whether the SERVICE is being performed by CONTRACTOR in accordance with all provisions of the CONTRACT. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby COMPANY and CONTRACTOR would be jointly liable as partners or co-ventures.

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

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

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28. NOTICES

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

COMPANY:

- Attention: Salman Siddiqui – ICT Manager
- Address: Prime Pakistan Limited (formerly Eni Pakistan Ltd)
5th Floor, The Forum, G-20, Block 9
Khayaban-e-Jami, Clifton
Karachi-75600 (Pakistan)
- Tel. No.: 021-111-111-364
- and copy to: Tahir Ilyas – Business & T/S Applications Team Leader

CONTRACTOR:

- Attention: Francisco Morillo – Regional Manager (North America)
- Address: GeoSoftware, LLC, 2000 W. Sam Houston Parkway South, Suite 950,
Houston, TX 77042, United States
- Tel. No.: +1 800 561 5479,
- Email.: francisco.morillo@geosoftware.com
- and copy to: Jimmy Ting

29. REPRESENTATIVES OF THE PARTIES

COMPANY hereby appoints as its Representative:

i. COMPANY REPRESENTATIVE:

Salman Siddiqui – ICT Manager
Email: salman.siddiqui@prime-pakistan.com
Telephone: 92-21-35879951 – EXT: 2625

ii. CONTRACT ADMINISTRATOR:

Tahir Ilyas – Business & T/S Applications Team Leader
Email: tahir.ilyas@prime-pakistan.com
Telephone: 92-21-35879951 – EXT: 2651

iii. CONTRACTOR hereby appoints as its Representative:

CONTRACTOR REPRESENTATIVE:
Jimmy Ting
Email: jimmy.ting@geosoftware.com
M: +60 12 220 1700

30. PRIVACY

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:

- data processing activities: SEE NOTE 1
- type of data: SEE NOTE 2

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:

- 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.
- 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

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CONTRACT and in full compliance with the consent expressed by them, where necessary, or of any other processing purposes permitted by law.

- 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;
- 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);
- 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.
- 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.
- 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;
- 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.
- 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.
- 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.
- 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;
- 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.

If the CONTRACTOR intends to use external parties (SUBCONTRACTORS), having the required technical competence and expertise, for the performance of the activities referred to in the CONTRACT, they shall:

- give prior notice to the Data Controller and obtain its authorization.
- 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.
- 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.

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Contract-5000030034

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.

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.

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.

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.

IN WITNESS whereof:

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

For and behalf of COMPANY

Signature

Kamran A. Mian

Name

Kamran A. Mian

CEO

Title

Date

16-05-2023

For and behalf of CONTRACTOR

Signature

Francisco Morillo

Region Manager North America

17/05/2023

**Appendix-A - Compensation and Method of Application****1. GENERAL**

- 1.1. For the due and proper performance and the full completion of the SERVICES in accordance with the CONTRACT, CONTRACTOR shall be compensated solely by means of the prices and rates contained within this Appendix A.
- 1.2. All prices and rates included herein have therefore been prepared by CONTRACTOR with due recognition of the fact that CONTRACTOR shall be responsible for the SERVICES in accordance with the terms and conditions set forth in the CONTRACT, with the sole exclusion of those items which may be explicitly designated within the CONTRACT that are the responsibility of COMPANY. For sake of clarity, this means that COMPANY will not pay for any cost not included by CONTRACTOR in the prices and rates explicitly mentioned in this Appendix A, unless mutually agreed to the contrary between PARTIES.
- 1.3. All prices and rates set forth within this Appendix A shall be in USD and all payments under this CONTRACT shall be made in USD.
- 1.4. The unit rates set out in this Appendix A shall be valid in the event COMPANY increases or decreases the quantity of SERVICES ordered.

2. ALL INCLUSIVE RATES

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

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



Contract-5000030034

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

3. COMPENSATION SCHEME

Sr. No.	Description	UoM	Unit Cost 1 st May 2023 30 th Apr 2024	Unit Cost 1 st May 2024 30 th Apr 2025	Unit Cost 1 st May 2025 30 th Jun 2026
1	Hampson-Russell AVO+ Bundle Maintenance	Yearly	12,980	14,927	17,166
2	Hampson-Russell Strata+ Bundle Maintenance	Yearly	14,140	16,261	18,700