

# PURCHASE ORDER TERMS FOR GOODS AND SERVICES

These terms and conditions apply to the CONTRACT between COMPANY and CONTRACTOR, which may be in the form of a purchase order or a work statement (the "CONTRACT"). These terms and conditions are binding between COMPANY and CONTRACTOR and supersede and replace any CONTRACTOR terms and conditions or previous contracts for SCOPE. In the event any special terms are agreed between the parties, the special terms will prevail over terms contained in these terms and conditions. Where these terms and conditions are attached to or incorporated in a CONTRACT issued under an existing contract, the terms and conditions of that existing contract will prevail.

## PART A

### 1. DEFINITIONS

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

**ACCEPTANCE:** COMPANY accepts SCOPE in writing or is deemed to have accepted SCOPE in the manner specified by the CONTRACT.

**AFFILIATE:** in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any AFFILIATE of Royal Dutch Shell, plc is an AFFILIATE of COMPANY.

**AGENCY PERSONNEL:** those CONTRACTOR PERSONNEL who are not direct employees, but are working under the direct control and supervision of CONTRACTOR GROUP.

**ANTI-CORRUPTION LAWS:** the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other APPLICABLE LAWS that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any GOVERNMENT OFFICIAL or any other PERSON.

**APPLICABLE DATA PROTECTION LAW:** all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, provincial laws applicable to COMPANY when acting as a controller or processor of PERSONAL DATA, in particular REGULATION (EU) 2016/679 (GDPR).

**APPLICABLE LAWS:** where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by AUTHORITIES; and (e) regulatory approvals, permits, licences, approvals, and authorisations.

**AUTHORITIES:** the government and any county, municipality, local government, or other political subdivision, instrumentality, ministry, or department which has jurisdiction over any part of SCOPE, or any county, municipality, local government or other political subdivision thereof.

**BOOKS AND RECORDS:** books, accounts, contracts, records, and documentation, in electronic format or otherwise, in respect of the CONTRACT and performance of SCOPE.

**COMPANY GROUP:** COMPANY and: (a) its CO-VENTURERS and JOINT VENTURES; (b) any AFFILIATE of COMPANY, its JOINT VENTURES, or its CO-VENTURERS; and (c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its JOINT VENTURES, or CO-VENTURERS, or the AFFILIATES of COMPANY, its JOINT VENTURES, or CO-VENTURERS. A reference to COMPANY GROUP includes a reference to each of its members severally.

**COMPANY PROVIDED ITEMS:** items of materials, equipment, services, or facilities, provided by COMPANY to CONTRACTOR to perform SCOPE.

**CONFIDENTIAL INFORMATION:** all technical, commercial, photographic or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a PERSON's business, including WORK PRODUCT, PERSONAL DATA and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms, negotiations, and existence of the CONTRACT, proprietary software, IP RIGHTS, and business records. A reference to COMPANY GROUP'S CONFIDENTIAL INFORMATION includes WORK PRODUCT and the terms, negotiations, and existence of the CONTRACT.

**CONSEQUENTIAL LOSS:** (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.

**CONTRACT PRICE:** the total amount payable by COMPANY to CONTRACTOR in accordance with the CONTRACT.

**CONTRACTOR EQUIPMENT:** any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by CONTRACTOR GROUP, provided title has not passed and will not pass to COMPANY under the CONTRACT.

**CONTRACTOR GROUP:** CONTRACTOR and: (a) its SUBCONTRACTORS, (b) any AFFILIATE of CONTRACTOR or its SUBCONTRACTORS; and (c) any director, officer, employee, other PERSON or AGENCY PERSONNEL employed by or acting for and on behalf of CONTRACTOR, its SUBCONTRACTORS, or the AFFILIATES of CONTRACTOR and its SUBCONTRACTORS. A reference to CONTRACTOR GROUP includes a reference to each of its members severally.

**CONTRACTOR PERSONNEL:** any individual provided by CONTRACTOR GROUP, whether directly or indirectly, and assigned to work in connection with the performance of SCOPE, whether or not an employee of CONTRACTOR GROUP.

**CO-VENTURER:** any PERSON who is a party to a joint operating agreement, unitisation agreement, including a JOINT VENTURE, or similar agreement: (a) with COMPANY or any of its AFFILIATES; and (b) which agreement is related to SCOPE performed under the CONTRACT. A reference to CO-VENTURERS includes a reference to each CO-VENTURER severally and to its respective successors and permitted assigns.

**FORCE MAJEURE EVENT:** the events qualifying as a force majeure event as expressly set out in the CONTRACT.

**GOODS:** goods, materials, products, and equipment to be supplied by CONTRACTOR under the CONTRACT.

**GOVERNMENT OFFICIAL:** (a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.

**HSSE STANDARDS:** (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to CONTRACTOR, by or on behalf of COMPANY, designed to manage HSSE risks during performance of SCOPE under the CONTRACT; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by COMPANY GROUP or otherwise) in force at a relevant COMPANY GROUP WORKSITE at the time of performance of SCOPE.

**INDEMNIFY:** release, save, indemnify, defend, and hold harmless.

**INDIRECT TAXES:** any of the following: (a) value added tax; (b) goods and services tax; or (c) sales tax or similar levy.

**INSOLVENCY EVENT:** if a PERSON: (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY EVENTS listed above.

**IP RIGHTS:** all patents, copyright, database rights, design rights, rights in CONFIDENTIAL INFORMATION, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term, and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.

**JOINT VENTURE:** any entity: (a) which itself is not an AFFILIATE OF COMPANY; (b) in which an AFFILIATE OF COMPANY has a

direct or indirect ownership interest; and (c) the activities of which are related to SCOPE.

**LIABILITIES:** liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

**LIENS:** liens, attachments, charges, claims, or other encumbrances against SCOPE or property of COMPANY GROUP.

**LIQUIDATED DAMAGES:** amounts agreed in the CONTRACT, that CONTRACTOR must pay to COMPANY if certain events or obligations as specified in the CONTRACT are not achieved or not timely achieved.

**OTHER CONTRACTOR:** any other contractor engaged by COMPANY to perform WORK at the WORKSITE.

**OTHER PERMITTED BUYER:** (a) JOINT VENTURES; and (b) SHELL CONTRACTORS.

**PERSON:** a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

**PERSONAL DATA:** any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.

**RESTRICTED JURISDICTION:** countries or states that are subject to comprehensive trade sanctions or embargoes (as may be amended by the relevant AUTHORITIES from time to time).

**RESTRICTED PARTY:** (a) any PERSON targeted by national, regional, or multilateral trade or economic sanctions under APPLICABLE LAWS; (b) any PERSON designated on the United Nations Financial Sanctions Lists, European Union (EU) or EU Member State Consolidated Lists, US Department of the Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any AFFILIATES of such PERSONS; and (d) any PERSON acting on behalf of a PERSON referred to in the foregoing.

**SCOPE:** the GOODS to be delivered or the SERVICES to be performed, as the case may be, by or on behalf of CONTRACTOR under this CONTRACT, and all other activities and obligations to be performed by or on behalf of CONTRACTOR under this CONTRACT.

**SERVICES:** services to be supplied by CONTRACTOR under the CONTRACT, including the results of those services.

**SHELL CONTRACTOR:** a PERSON acting as a contractor of an AFFILIATE of Royal Dutch Shell plc.

**SOFTWARE:** any software forming part of SCOPE or necessary for the intended use of SCOPE, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally available associated software items, together with the licence to use them or ownership rights in them.

**STANDARDS OF PRACTICE:** with reference to SCOPE and the performance of SCOPE, the sound standards, methods, skill, care, techniques, principles, and practices that are recognised and generally accepted in the international oil, gas, and petrochemical industry.

**SUBCONTRACT:** any contract between CONTRACTOR and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of SCOPE, including any call off under framework agreements of COMPANY or an AFFILIATE of COMPANY and supply agreements for materials.

**SUBCONTRACTOR:** any party to a SUBCONTRACT, other than COMPANY and CONTRACTOR, including any employers of AGENCY PERSONNEL (except as explicitly provided otherwise).

**TAXES:** all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where SCOPE is performed or any other country in accordance with APPLICABLE LAWS.

**TRADE CONTROL LAWS:** all APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.

**VARIATION:** a modification or alteration of, addition to, or deletion of, all or part of SCOPE.

**VARIATION ASSESSMENT:** a proposal prepared by CONTRACTOR in respect of a VARIATION in which it provides full detail of the following: (a) the impact of the proposed VARIATION on SCOPE; (b) a detailed schedule for the performance of adjusted SCOPE; (c) the effect on the CONTRACT PRICE (if any), determined in accordance with the CONTRACT; and (d) any other information COMPANY concludes is necessary for its evaluation.

**VARIATION ORDER:** a written order for a VARIATION authorised by COMPANY.

**WORK PRODUCT:** any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or materials, which arise out of or are made, created, or generated for COMPANY, as a part of SCOPE, or which are made, created, or generated from or using COMPANY GROUP'S CONFIDENTIAL INFORMATION or COMPANY GROUP'S IP RIGHTS.

**WORKSITE:** lands, waters, and other places on, under, in, or through which SCOPE or activities in connection with SCOPE are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.

## **2. REQUIREMENTS PERTAINING TO SCOPE**

(a) This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.

(b) Time is of the essence for the performance of SCOPE.

(c) Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

## **3. REQUIREMENTS PERTAINING TO GOODS**

(a) CONTRACTOR guarantees that GOODS supplied in connection with the performance of SCOPE will be: (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the CONTRACT; (iii) fit for use for any

purpose specified in the CONTRACT; and (iv) in strict conformance with the CONTRACT and any specification, drawing, or other description supplied by COMPANY to CONTRACTOR and agreed to as part of the CONTRACT.

(b) Unless a different period is specified in the SCOPE DESCRIPTION, CONTRACTOR's warranty for GOODS applies to all defects arising within 12 months of COMPANY'S ACCEPTANCE of GOODS.

(c) Following ACCEPTANCE by COMPANY of the GOODS, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

(d) CONTRACTOR retains risk of loss of and damage to the GOODS until delivery is complete in accordance with the INCOTERMS in any case where INCOTERMS are specified, otherwise when COMPANY takes physical possession of the GOODS.

(e) Title to the GOODS will pass to COMPANY at the earlier of: (i) risk of loss of and damage to the GOODS passing to COMPANY; or (ii) as COMPANY makes payment for the GOODS.

(f) CONTRACTOR will pack the GOODS so that they may be transported and unloaded safely. CONTRACTOR represents that, on delivery, the GOODS will have been accurately described, classified, marked, and labelled, in accordance with the CONTRACT, all APPLICABLE LAWS, and STANDARDS OF PRACTICE.

## **4. REQUIREMENTS PERTAINING TO SERVICES**

### **4.1. SERVICES Warranties**

(a) CONTRACTOR warrants that all SERVICES supplied in connection with the performance of SCOPE will be: (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and (iii) free from any defect or deficiency.

(b) Unless a different period is specified in the SCOPE description, CONTRACTOR'S warranty for SERVICES applies to all defects arising within 12 months of COMPANY'S ACCEPTANCE of the SERVICES.

(c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

(d) CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARDS OF PRACTICE. CONTRACTOR will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.

### **4.2. CONTRACTOR PERSONNEL in Connection with SERVICES**

Where required by COMPANY, CONTRACTOR will perform at its own expense security background checks and obtain entry credentials for CONTRACTOR PERSONNEL on COMPANY GROUP WORKSITES.

## **5. COMPENSATION, PAYMENT, AND INVOICING**

(a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.

(b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.

(c) COMPANY will pay CONTRACTOR any undisputed amount within the time period specified in the CONTRACT after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the

information provided by CONTRACTOR or if supporting documentation is missing.

**(d)** Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) evidence SCOPE was performed in accordance with the CONTRACT.

**(e)** If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

#### **6. QUALITY ASSURANCE**

CONTRACTOR must have quality assurance programs in place adequate to support its performance of SCOPE.

#### **7. ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE**

In the event that performance of SCOPE requires CONTRACTOR or CONTRACTOR PERSONNEL to access COMPANY GROUP's technical information, information technology, or resources (including COMPANY's infrastructure), CONTRACTOR will sign and comply with COMPANY's standard terms and conditions for access and security, unless other terms applicable to the CONTRACT were agreed on by the parties in writing.

#### **8. VARIATIONS**

COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT for reasons of emergency, safety, or other reasonable necessity. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

#### **9. INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE**

**(a)** To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.

**(b)** CONTRACTOR will request ACCEPTANCE from COMPANY: (i) of GOODS by completion of delivery; or (ii) of SERVICES by writing on completion of SCOPE. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

#### **10. REMEDIAL ACTIONS**

If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where:

(i) emergency situations or other HSSE risks require the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not timely complete the actions according to the agreed schedule. CONTRACTOR's warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

## **PART B**

### **1. PERFORMANCE**

**(a)** CONTRACTOR will participate in business performance reviews to discuss HSSE performance, CONTRACTOR's financial condition and other key performance indicators (KPIs).

**(b)** The frequency of business performance reviews will be established by the SCOPE description or alternatively, by COMPANY'S representative.

**(c)** CONTRACTOR confirms that to the extent the government of the State of Qatar may exercise any right or enforce any provision under the CONTRACT, that right may be exercised or enforced by Qatar Petroleum in the name and on behalf of the Qatar Government.

### **2. TAXES**

#### **2.1 CONTRACTOR TAXES**

**(a)** CONTRACTOR assumes full and exclusive liability for all TAXES, fines, and penalties, including turnover and income tax, whether arising in the State of Qatar or elsewhere, imposed by the fiscal authorities of the State of Qatar or any other country, in connection with SCOPE or the payment of the CONTRACT PRICE, or in any way relating to or assessed upon the profits or assumed profits or gains of CONTRACTOR or any SUBCONTRACTOR, arising directly or indirectly out of the performance of the CONTRACT.

**(b)** CONTRACTOR assumes full and exclusive responsibility for: (i) payment (which will not be passed on to COMPANY) of all levies, charges, and contributions as imposed by any local or national government authority of the State of Qatar or any other country whether or not they are measured by wages, salaries, and other remuneration paid to PERSONS engaged or employed by CONTRACTOR to perform SCOPE; (ii) reporting and paying those levies, charges, and contributions directly; and (iii) all tax filing obligations which apply to CONTRACTOR under APPLICABLE LAWS.

**(c)** CONTRACTOR agrees: (i) that CONTRACTOR and its SUBCONTRACTORS must each observe and abide by all requirements imposed under Qatari income tax decrees, laws, regulations, and directives; (ii) that where CONTRACTOR is required to submit a tax return in the State of Qatar, to deliver to COMPANY on an annual basis while the CONTRACT is in effect, a final Tax Clearance Certificate issued by the Qatar Department of Income Tax confirming CONTRACTOR has fulfilled all its obligations, including to file an income tax declaration, and pay any income taxes and penalties levied against CONTRACTOR; and (iii) that it will include in each SUBCONTRACT provisions similar to those in this Article, including all obligations to INDEMNIFY COMPANY GROUP.

**(d)** Except as set out in this Article, CONTRACTOR is liable to pay all import and export charges, customs, and excise duties imposed in the State of Qatar or any other country (including clearing and brokerage charges) on all CONTRACTOR EQUIPMENT. The customs and import decrees, laws, and regulations of the State of Qatar will apply to the CONTRACTOR GROUP in the performance of SCOPE.

#### **2.2 INDIRECT TAXES**

If INDIRECT TAXES apply, CONTRACTOR will add them to the invoice as a separate item, and COMPANY will pay them in addition to the CONTRACT PRICE.

#### **2.3 Local Requirements for Import Duties**

**(a)** CONTRACTOR acknowledges that under the terms of an agreement between COMPANY and the Qatar Government, the Qatar Government has agreed to assume the obligations of the CONTRACTOR for the payment of Qatari TAXES imposed by the Qatar Government on the import on behalf of COMPANY into the State of Qatar of SCOPE, and CONTRACTOR EQUIPMENT

used or consumed in connection with performance of the CONTRACT. The obligations described above are subject to CONTRACTOR providing to the reasonable satisfaction of the Qatar Government, through its appropriate ministries, departments, and agents, in correct format and in a timely manner: (i) full particulars of SCOPE and the CONTRACTOR EQUIPMENT imported; (ii) proof that SCOPE and the CONTRACTOR EQUIPMENT will be used in performance of the CONTRACT; and (iii) all other information and documents that may be requested by the Qatar Government.

**(b)** CONTRACTOR agrees that despite the agreement between COMPANY and the Qatar Government described above, CONTRACTOR is solely responsible for satisfying, and will observe and abide by, all other requirements imposed under Qatari TRADE CONTROL LAWS, including in relation to the import into the State of Qatar of SCOPE and the CONTRACTOR EQUIPMENT, including all procedural and document preparation and filing requirements established from by the Qatar Government or any of its ministries, departments, or agents.

**(c)** CONTRACTOR is solely responsible for obtaining from the Qatar Government, and maintaining, any import licenses and permits that may be required for the purpose of importing SCOPE and the CONTRACTOR EQUIPMENT.

**(d)** CONTRACTOR is solely liable for the payment of any Qatari TAXES imposed by the Qatar Government on the import into Qatar by CONTRACTOR of SCOPE and the CONTRACTOR EQUIPMENT and will INDEMNIFY COMPANY GROUP in connection with that which is not assumed by the Qatar Government caused by CONTRACTOR's failure to: (i) observe all procedural and document filing requirements established by the Qatar Government or any of its ministries, departments, or agents; (ii) otherwise act in accordance with Qatari TRADE CONTROL LAWS; or (iii) comply with any other obligations under this Article.

**(e)** Upon request of COMPANY, CONTRACTOR will provide COMPANY with full particulars of all SCOPE provided to COMPANY that was previously imported into the State of Qatar and upon which CONTRACTOR has paid import duties.

**(f)** CONTRACTOR will obtain COMPANY's written approval prior to importing or exporting CONTRACTOR EQUIPMENT and will fully comply with all instructions issued by COMPANY pertaining to import and export. CONTRACTOR will at its own cost prepare all customs declarations and any other necessary documentation required for import or export.

**(g)** CONTRACTOR agrees not to transfer or dispose of any CONTRACTOR EQUIPMENT within the State of Qatar which has been assigned to the CONTRACT without the prior written approval from COMPANY and without payment of taxes due to the Qatar Government.

#### **2.4 Withholding**

**(a)** Where COMPANY makes a withholding or deduction, COMPANY will provide CONTRACTOR with official written receipts or other evidence. If COMPANY does not provide receipts or evidence and CONTRACTOR is required to pay any TAXES or any interest, fines, or penalties, COMPANY will reimburse CONTRACTOR for those amounts on demand.

**(b)** COMPANY will apply a withholding tax on amounts payable to CONTRACTOR as required by the Qatar Income Tax law and regulations. COMPANY will provide CONTRACTOR with a certificate to confirm the amount of withholding tax paid to the Qatar Department of Income Tax.

**(c)** If CONTRACTOR believes that it qualifies for an exemption or reduction in respect of withholding tax in one of the following categories, CONTRACTOR will immediately notify COMPANY in writing, together with supporting documentation as may be

required: (i) being resident in the State of Qatar; (ii) carrying on business in the State of Qatar through a permanent establishment; or (iii) being resident in a country which has a double tax treaty with the State of Qatar and can provide the requisite documentation demonstrating that they qualify from a certain double tax treaty benefit.

**(d)** If CONTRACTOR qualifies for an exemption from withholding tax, COMPANY will retain from amounts payable to CONTRACTOR any and all amounts COMPANY is required to retain by the Qatar Department of Income Tax pending receipt of a final Tax Clearance Certificate for that calendar year.

Instead of that retention, CONTRACTOR may provide COMPANY with a tax retention bond in the form as advised by COMPANY and executed as a deed issued by a first class international bank or financial institution approved by COMPANY. CONTRACTOR will bear the costs of providing a tax retention bond. The amount of the tax retention bond will be in United States Dollars and equal to 5% of the value of SCOPE done per Qatar tax year.

**(e)** Where CONTRACTOR demonstrates that it is exempt from any withholding or deductions under APPLICABLE LAWS, it will inform COMPANY and provide COMPANY with a valid certificate of exemption or immunity from the relevant authority. COMPANY may act on the information given to it and will not be liable to CONTRACTOR or any other PERSON if COMPANY applies the withholding or deduction according to APPLICABLE LAWS.

#### **2.5 Indemnity for LIABILITIES Related to TAXES**

**(a)** CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES, including any interest, fines, or penalties, for which CONTRACTOR GROUP or any PERSON directly or indirectly employed or engaged by CONTRACTOR GROUP is liable as referred to in this Article.

**(b)** If CONTRACTOR GROUP is considered to have a permanent establishment in connection with the performance of SCOPE, CONTRACTOR GROUP will be solely responsible for resulting LIABILITIES, TAXES, and any other costs incurred by CONTRACTOR GROUP due to the presence of the permanent establishment.

#### **3. LIENS**

CONTRACTOR warrants good and clear title to SCOPE supplied. CONTRACTOR will not permit CONTRACTOR GROUP to place any LIENS or claim any LIENS. CONTRACTOR will immediately notify COMPANY and promptly remove any LINES by CONTRACTOR GROUP.

#### **4. SUSPENSION**

**(a)** COMPANY may suspend the CONTRACT or part of SCOPE for cause by written notice with immediate effect pending COMPANY's decision on termination where COMPANY concludes it has grounds to terminate the CONTRACT for cause. Where suspending for cause, CONTRACTOR will not be entitled to any VARIATION or other compensation.

**(b)** COMPANY may suspend the CONTRACT or part of SCOPE for convenience at its own discretion with seven days' prior written notice. CONTRACTOR may seek a VARIATION if actions required by suspension impact the schedule or timing of SCOPE.

**(c)** COMPANY may at any time withdraw by written notice all or part of a suspension and CONTRACTOR will resume performance.

#### **5. TERMINATION**

##### **5.1. Termination by COMPANY for cause**

**(a)** COMPANY may terminate the CONTRACT or part of SCOPE for cause by written notice with immediate effect if: (i) in connection with the performance of the CONTRACT, CONTRACTOR breaches its own Business Principles, or if it has

no equivalent principles, then Shell's Business Principles;

(ii) CONTRACTOR GROUP violates ANTI-CORRUPTION LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws or HSSE STANDARDS;

(iii) CONTRACTOR GROUP becomes a RESTRICTED PARTY; or

(iv) CONTRACTOR is subject to an INSOLVENCY EVENT including where CONTRACTOR is an unincorporated joint venture, consortium, or similar entity, in which case an INSOLVENCY EVENT for one of its members is considered an INSOLVENCY EVENT for CONTRACTOR; (v) CONTRACTOR fails to provide or maintain any security required by the CONTRACT, or a party providing a guarantee or bond under the CONTRACT is subject to an INSOLVENCY EVENT; (vi) if applicable, the cap on LIQUIDATED DAMAGES for delay has been reached; (vii) CONTRACTOR has abandoned or repudiated the CONTRACT; or (viii) CONTRACTOR wilfully delays or demonstrates the intention not to continue performance of the CONTRACT.

(b) COMPANY may terminate the CONTRACT or part of SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.

#### **5.2 Termination by COMPANY for convenience**

COMPANY may terminate the CONTRACT or part of SCOPE for convenience at its own discretion with 30 days' prior written notice.

#### **5.3. Termination by CONTRACTOR for cause**

(a) CONTRACTOR may terminate the CONTRACT if COMPANY fails to pay an undisputed amount to CONTRACTOR that is properly presented, due, and payable for more than 60 days and exceeds 5% of the CONTRACT PRICE, assuming complete performance of the CONTRACT, subject to: (i) CONTRACTOR giving COMPANY with prior written notice specifying the unpaid amount which is due and payable for more than 60 days and requiring it to be paid within a further period of 45 days of such notice; and (ii) COMPANY failure to cure or provide proper grounds for non-payment during the notice period.

(b) CONTRACTOR'S termination rights do not apply to non-payment in the case of COMPANY'S valid exercise of set off rights.

#### **5.4. CONTRACTOR Obligations on Termination**

On any termination, CONTRACTOR will promptly cease performance, give access to SCOPE in progress, avoid unreasonable interference with others, and take reasonable steps to allow COMPANY to complete SCOPE, including turning over all documentation for SCOPE and SOFTWARE which was to be supplied in connection with the CONTRACT.

#### **5.5. Compensation in the Event of Termination**

(a) If COMPANY terminates the CONTRACT or part of SCOPE for cause, COMPANY will determine and pay (subject to valid set offs) the amounts owed to CONTRACTOR for SCOPE properly performed in accordance with the CONTRACT prior to termination.

(b) If COMPANY terminates the whole of the CONTRACT for convenience or CONTRACTOR validly terminates for non-payment, COMPANY will also pay reasonable, unavoidable, and auditable demobilisation costs that COMPANY has specifically agreed elsewhere in the CONTRACT to pay on termination for convenience by COMPANY.

#### **5.6. Exclusive Reasons for Termination**

The parties waive any right to terminate, rescind, or otherwise end the CONTRACT, on grounds other than those set out in the CONTRACT.

#### **6. LIQUIDATED DAMAGES**

Where any LIQUIDATED DAMAGES are set out in the CONTRACT, the following applies: (i) unless expressly provided otherwise in the CONTRACT, payment of LIQUIDATED DAMAGES will not relieve CONTRACTOR from its obligations to complete SCOPE in accordance with the CONTRACT. (ii) the parties agree that any LIQUIDATED DAMAGES are: (A) proportionate, having regard to COMPANY'S legitimate interest in CONTRACTOR'S performance of SCOPE; and (B) Not a penalty. (iii) If LIQUIDATED DAMAGES are invalid and unenforceable, COMPANY may claim demonstrated damages, subject to any limitations that may be set out in the CONTRACT.

#### **7. LIABILITIES AND INDEMNITIES**

(a) Liability for loss of and damage to property and for personal injury, death, or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.

(b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, regardless of negligence or other fault.

(c) Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

#### **8. INSURANCE**

Prior to commencement of performance, CONTRACTOR will arrange any insurance required by APPLICABLE LAW, and maintain that insurance in effect throughout the duration of the CONTRACT. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve CONTRACTOR of any other obligations or LIABILITIES.

#### **9. COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS**

##### **9.1. APPLICABLE LAWS**

CONTRACTOR will comply with APPLICABLE LAWS in the performance of the CONTRACT and will notify COMPANY of any material breaches.

##### **9.2. Business Principles**

(a) CONTRACTOR acknowledges that it has actual knowledge of: (i) the Shell General Business Principles, at [www.shell.com/sgbp](http://www.shell.com/sgbp), and Shell's Supplier Principles, at [www.shell.com/suppliers](http://www.shell.com/suppliers); (ii) Shell's Code of Conduct, at <http://www.shell.com/codeofconduct>; and (iii) Shell's Global Helpline, at <http://www.shell.com/globalhelpline>.

(b) CONTRACTOR agrees that CONTRACTOR GROUP will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where CONTRACTOR has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY, in connection with this CONTRACT and related matters.

(c) If CONTRACTOR GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CONTRACTOR commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

##### **9.3. Anti-Bribery and Corruption**

(a) CONTRACTOR represents that, in connection with this CONTRACT and related matters: (i) it is knowledgeable about ANTI-CORRUPTION LAWS and will comply with those laws; (ii) CONTRACTOR GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that

payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-CORRUPTION LAWS.

**(b)** CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any matter that is prohibited by the preceding paragraph.

**(c)** CONTRACTOR affirms that no PERSON in CONTRACTOR GROUP is a GOVERNMENT OFFICIAL or other PERSON who could assert illegal influence on behalf of COMPANY or its AFFILIATES. If a PERSON in CONTRACTOR GROUP becomes a GOVERNMENT OFFICIAL, CONTRACTOR will promptly notify COMPANY and remove that individual from performance in connection with SCOPE at COMPANY's request.

**(d)** CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with ANTI-CORRUPTION LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.

**(e)** COMPANY will have the right to confirm compliance with ANTI-CORRUPTION LAWS and record keeping by audit. CONTRACTOR will keep BOOKS AND RECORDS available for audit while the CONTRACT is in effect and thereafter for five years following termination of the CONTRACT.

**(f)** CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES arising out of CONTRACTOR GROUP's breach of ANTI-CORRUPTION LAWS or any related undertakings under this Article.

#### **9.4. Export and Trade Controls**

**(a)** CONTRACTOR will comply with, all applicable TRADE CONTROL LAWS and will provide COMPANY with necessary data to comply with TRADE CONTROL LAWS.

**(b)** CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; and (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES.

#### **9.5. PERSONAL DATA Protection**

**(a)** The parties may provide each other with PERSONAL DATA in the course of the performance of this CONTRACT, the processing and transfer of which will be done in accordance with APPLICABLE DATA PROTECTION LAW. Each party is a data controller in respect of the PERSONAL DATA. The parties may provide each other with PERSONAL DATA in the course of the performance of this CONTRACT, the processing and transfer of which will be done in accordance with APPLICABLE DATA PROTECTION LAW. Each party is a data controller in respect of the PERSONAL DATA.

**(b)** Where COMPANY is located in the European Economic Area and CONTRACTOR is located in a country that has not been deemed to provide an adequate level of protection for PERSONAL DATA and has not implemented a program or certification that is recognised as providing an adequate level of protection in accordance with Regulation (EU) 2016/679, the standard contractual clauses as set out in the Annex to Decision to 2004/915/EC are incorporated into this agreement in full including the data processing principles set forth in Annex A to those clauses.

#### **9.6. Health, Safety, Security, and Environment ("HSSE")**

**(a)** In performing SCOPE at COMPANY GROUP WORKSITES, or other location if specified in the HSSE STANDARDS, CONTRACTOR will, and will ensure that CONTRACTOR GROUP

will, at all times: (i) pursue Shell's HSSE principle of Goal Zero; (ii) comply with Shell's "Life Saving Rules", available at <http://www.shell.com/lifesavingrules>; and (iii) comply with other applicable HSSE STANDARDS.

**(b)** CONTRACTOR will cause CONTRACTOR PERSONNEL to take precautions necessary to comply with HSSE STANDARDS. COMPANY may require CONTRACTOR to remove, at CONTRACTOR's cost, any CONTRACTOR PERSONNEL from any COMPANY GROUP WORKSITE or from the performance of SCOPE, for violation, in the opinion of COMPANY, of HSSE STANDARDS. In such event, CONTRACTOR will provide a suitable replacement for any such CONTRACTOR PERSONNEL within a reasonable time and at no additional cost to COMPANY.

**(c)** CONTRACTOR is responsible for the adequacy, stability, and safety of all its operations and methods necessary for the performance of SCOPE at all WORKSITES. CONTRACTOR is solely responsible for determining the nature and scope of HSSE risks associated with the performance of SCOPE and for managing those risks.

**(d)** Where performance of SCOPE requires HSSE accreditations, CONTRACTOR will satisfy all requirements for the accreditation prior to commencement of performance and will keep its accreditations in good standing.

**(e)** CONTRACTOR will take all reasonable precautions to protect the environment during necessary actions in its performance of SCOPE to minimise any adverse impact to the environment, including the surface, subsurface, sea, air, animal life, plant life, other natural resources and property, or to prevent any breach of Qatar Decree Law No. 30 of 2002, and any other APPLICABLE LAWS.

**(f)** The order of priority for such necessary actions by CONTRACTOR will be: the protection of life, the environment, then property.

**(g)** The responsibilities of CONTRACTOR include, the prevention of nuisance to any third party or pollution caused by CONTRACTOR EQUIPMENT, whether in the possession of COMPANY or not, as well as the protection of wild life, streams, rivers, roads, bridges, and neighbouring property.

**(h)** CONTRACTOR will comply with and implement the rules and regulations issued by the Qatar Government and the Qatar Supreme Council for the Environment and Natural Protectorates, Qatar Petroleum, as well as any supplemental requirements issued, including the Environmental Protection Standards issued by the Qatar Supreme Council for the Environment and Natural Protectorates Supreme. Where the rules and regulations specify more than one standard to which CONTRACTOR must comply, the highest of those standards will apply.

**(i)** CONTRACTOR will dispose of produced water, effluents, chemicals, spent catalysts, hazardous or toxic wastes, and other by-products, or liquid or solid wastes resulting from the performance of SCOPE in an environmentally sound manner, and: (i) in accordance with all APPLICABLE LAWS, including the requirements of the Waste Management Contractor Compliance Circular for Ras Laffan Industrial City; (ii) a prohibition on the dumping of untreated produced water, effluents, chemicals, other petroleum products or by-products, or other waste, other than in accordance with all APPLICABLE LAWS; and (iii) implementation of suitable waste management techniques acceptable to the Qatar Government.

**(j)** COMPANY may suspend the performance of SCOPE at any time if the Qatar Government requires suspension due to any breach by CONTRACTOR of its obligations relating to health, safety, or the protection of the environment, and that breach

threatens the health or safety of any PERSON, or the environment in the country.

### **9.7 Local Content and Opportunity**

**(a)** In purchasing SCOPE, CONTRACTOR will give preference when possible to the purchase of SCOPE that can be provided by Qatari nationals, or companies that are majority-owned by Qatari nationals, to the extent SCOPE is competitively priced and satisfies any requirements relating to experience, expertise, quality, health, safety, and environmental and technical specifications.

**(b)** In contracting for marine transportation services with regard to the performance of SCOPE, CONTRACTOR will comply with the State of Qatar Council of Minister's Resolution dated 18 November 1981, regarding preference for marine transportation provided by Qatari companies.

**(c)** In selecting CONTRACTOR PERSONNEL to perform SCOPE, CONTRACTOR will, and will cause its SUBCONTRACTORS to, give priority to Qatari nationals. In doing so, CONTRACTOR will recruit, employ, and utilise qualified nationals to fill its required staffing at all levels whenever they are available for work at competitive rates.

**(d)** In compliance with Qatar Petroleum's instructions, COMPANY will give preference to Qatar Airways for passenger and airfreight when travel is required for the performance SCOPE. CONTRACTOR agrees that it will endeavour to use, and will encourage other members of CONTRACTOR GROUP to use Qatar Airways as the airline for passenger and airfreight required for the performance SCOPE. The use of other airlines by the parties should be restricted to circumstances where travel is to destinations not serviced by Qatar Airways. At COMPANY's request, CONTRACTOR will provide evidence supporting its use of airlines for the performance of SCOPE.

## **10. CONFIDENTIAL INFORMATION**

### **10.1 Obligations in Connection with CONFIDENTIAL INFORMATION**

**(a)** CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, not disclose or permit a disclosure to a third party of COMPANY GROUP's CONFIDENTIAL INFORMATION without the prior written consent of COMPANY and will use COMPANY GROUP's CONFIDENTIAL INFORMATION only in connection with performance of the CONTRACT.

**(b)** Information that CONTRACTOR can prove at disclosure is public knowledge, in the possession of CONTRACTOR without binder of secrecy, or developed independently of COMPANY's CONFIDENTIAL INFORMATION is not CONFIDENTIAL INFORMATION. Restrictions on disclosure of COMPANY's CONFIDENTIAL INFORMATION will cease if CONTRACTOR can prove that the information had become part of the public knowledge through no fault of CONTRACTOR GROUP or is subsequently disclosed to CONTRACTOR without an obligation of confidentiality by a third party who has the legal right to do so.

**(c)** On COMPANY's request, CONTRACTOR will return promptly any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.

### **10.2 CONTRACTOR Information**

Except where the obligation is expressly stated elsewhere in the CONTRACT or through a separate agreement, COMPANY GROUP will not have an obligation of non-disclosure or non-use regarding information provided by CONTRACTOR GROUP.

### **10.3 External Communications**

**(a)** COMPANY has a disclosure policy for external communications regarding the CONTRACT, disclosure of business relationships, and use of its trademarks. CONTRACTOR must obtain written approval from COMPANY before

proceeding with any of those activities, and ensure that CONTRACTOR GROUP abides by this requirement.

**(b)** CONTRACTOR will make all reasonable efforts to maintain goodwill among the various regulatory bodies and with the general public. CONTRACTOR will not contact any Qatari government department or agency on any matter relating to the CONTRACT without the prior agreement of COMPANY.

**(c)** CONTRACTOR will not take or permit to be taken any photograph of any part or parts of the COMPANY WORKSITE without the prior consent of COMPANY.

## **11. INTELLECTUAL PROPERTY**

**(a)** Except for IP RIGHTS vested with CONTRACTOR as provided below, all ownership rights, title, and interest in and to SCOPE and WORK PRODUCT will vest in COMPANY. This CONTRACT does not grant CONTRACTOR GROUP any rights, title, or interest in or to COMPANY GROUP's IP RIGHTS, other than those set out in the CONTRACT. IP RIGHTS created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of COMPANY) to COMPANY GROUP's IP RIGHTS, or made using COMPANY GROUP's CONFIDENTIAL INFORMATION, will vest with COMPANY or its nominee when created.

**(b)** CONTRACTOR, warranting that it is entitled to do so, grants to COMPANY GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of CONTRACTOR's IP RIGHTS embodied in SCOPE, including the right to import, export, operate, sell, maintain, modify and repair SCOPE. CONTRACTOR warrants that any possession or use of SCOPE as delivered by CONTRACTOR or of CONTRACTOR's IP RIGHTS will not infringe the IP RIGHTS of any third party.

**(c)** COMPANY's ownership rights in SCOPE under this article will not extend to CONTRACTOR's IP RIGHTS that: (i) pre-existed the performance under the CONTRACT; (ii) are developed independently from performance of the CONTRACT; or (iii) are used by CONTRACTOR in connection with or to perform the CONTRACT, but are not based on or arising out of COMPANY GROUP's IP RIGHTS or CONFIDENTIAL INFORMATION.

**(d)** CONTRACTOR will INDEMNIFY COMPANY GROUP, assignees, transferees, and sublicensees permitted by this CONTRACT for any LIABILITIES resulting from any claim that the ownership possession or use of any SCOPE or WORK PRODUCT infringes or misappropriates the IP RIGHTS of any third party.

## **12. FINANCIAL AND PERFORMANCE AUDIT**

**(a)** COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of CONTRACTOR's obligations under the CONTRACT, where capable of being verified by audit.

**(b)** Based on the findings of the audit the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.

**(c)** CONTRACTOR will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any SCOPE.

**(d)** If a longer period is specified in the CONTRACT for retention of relevant BOOKS AND RECORDS for compliance with ANTI-CORRUPTION LAWS, CONTRACTOR will comply with that requirement.

**(e)** The audit rights granted in this Article will extend to and may be exercised by the government of the State of Qatar.



### **13. RELATIONSHIP OF THE PARTIES**

#### **13.1 Independent CONTRACTOR**

CONTRACTOR is an independent contractor in all aspects of performance under the CONTRACT. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the CONTRACT.

#### **13.2 No Business Relationship**

(a) Neither the CONTRACT nor its performance creates a partnership or joint venture. No party is appointed as agent of the other. The CONTRACT does not permit CONTRACTOR to make any commitment on behalf of COMPANY GROUP.

(b) CONTRACTOR and CONTRACTOR PERSONNEL are not to be considered employees of COMPANY GROUP and are not eligible to participate in any of COMPANY GROUP's employee benefit plans. CONTRACTOR will indemnify COMPANY GROUP for any LIABILITIES related to claims for private or governmental benefits by CONTRACTOR GROUP.

#### **13.3 Exclusive Rights and Responsibilities of COMPANY**

(a) Representatives of the Qatar Government will have, upon reasonable notice to CONTRACTOR and at all reasonable times (except where circumstances otherwise require immediate access), full and complete access to all WORKSITES, with the right to observe the performance of and to inspect SCOPE and CONTRACTOR EQUIPMENT, so long as the Qatar Government representatives adhere to any HSSE WORKSITE regulations that apply to the area that they are visiting.

(b) The Qatar Government is entitled to have its representatives present during all safety and environmental assessments, tests, and monitoring activities, at a WORKSITE or at any other location where SCOPE is being performed by CONTRACTOR or any of its SUBCONTRACTORS. CONTRACTOR will provide reasonable notice of its activities in this regard to COMPANY and, unless otherwise instructed by COMPANY, to the Qatar Government. At all times when Qatar Government's representatives are present CONTRACTOR will also have an authorised representative present, who will be instructed to cooperate fully with the Qatar Government representatives, and who will be familiar with operations of WORKSITE.

### **14. CONTRACTOR PERSONNEL AND SUBCONTRACTING**

#### **14.1 Responsibility**

CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.

#### **14.2 Condition to SUBCONTRACT**

CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY.

#### **14.3 Formation and Content of SUBCONTRACTS; Further Requirements**

CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

#### **14.4 Additional Requirements for SCOPE Performed in Qatar**

(a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL, as if they were the activities, omissions, or defaults of CONTRACTOR.

(b) CONTRACTOR will ensure that, where KEY PERSONNEL are identified in the CONTRACT, those KEY PERSONNEL will not be replaced without the prior written approval of COMPANY of a suitable successor. In order to ensure continuity of performance of SCOPE, any replacement will work alongside the staff that is to be replaced for a reasonable handover period, at no cost to COMPANY. CONTRACTOR will exert all reasonable efforts to perform SCOPE with its own permanent staff employees in preference to AGENCY PERSONNEL.

(c) CONTRACTOR will ensure that KEY PERSONNEL and supervisory personnel of the CONTRACTOR, SUBCONTRACTORS, and vendors read, write, and speak fluent English.

(d) CONTRACTOR will ensure during the performance of SCOPE that no CONTRACTOR PERSONNEL are in any way engaged in any other business transaction with COMPANY apart from his or her duties with CONTRACTOR GROUP. CONTRACTOR will also be responsible for immediate disclosure to COMPANY either at the time of entering into the CONTRACT, or during the performance of SCOPE, if it becomes aware of any such activity by CONTRACTOR PERSONNEL.

(e) CONTRACTOR is responsible for any work performed by its AGENCY PERSONNEL as if the work were performed by CONTRACTOR PERSONNEL. For the purposes of the CONTRACT, AGENCY PERSONNEL of CONTRACTOR are deemed to be employees of CONTRACTOR, and the responsibilities, indemnities, and insurance obligations of CONTRACTOR equally apply to those personnel. COMPANY will have the right to review the arrangements for and the terms of the engagement of AGENCY PERSONNEL to ensure that CONTRACTOR complies with those provisions.

(f) COMPANY reserves the right to require all CONTRACTOR PERSONNEL entering a COMPANY WORKSITE to provide evidence of identification (with a photo attached) and to consent to the searching of their person and any personal articles while in route to, or from, or located at the WORKSITE. All CONTRACTOR PERSONNEL may also be required to consent to a search at any time while at the WORKSITE. COMPANY reserves the right to search or require CONTRACTOR to search in the presence of COMPANY, any article at any time, including any container, skip, basket, case, package, box, holdall, or suitcase entering or leaving the WORKSITE. Any member of CONTRACTOR PERSONNEL who does not consent to a search as required in this Article will be removed from the COMPANY WORKSITE and will not be permitted to re-enter.

(g) COMPANY may notify CONTRACTOR to remove from any COMPANY WORKSITE any CONTRACTOR PERSONNEL without offering any reason, so long as only COMPANY's right is not exercised frivolously. The individual will be removed at the expense of CONTRACTOR and will not be engaged to perform SCOPE again without the prior approval of COMPANY. COMPANY will give CONTRACTOR the opportunity to make representations to cancel the removal but only after the removal has been accomplished.

(h) A notification from COMPANY for the removal of CONTRACTOR PERSONNEL is not itself cause for disciplinary action against that individual. Within 24 hours or any longer time that COMPANY to which may consent, individuals who have been removed from performing SCOPE will be replaced by other suitably qualified PERSONS acceptable to COMPANY.

(i) CONTRACTOR will ensure that all CONTRACTOR PERSONNEL comply with applicable immigration laws and, where required, are in possession of a valid work permit for the duration of the CONTRACT. Details of those work permits will be submitted to COMPANY prior to the employee being engaged to perform SCOPE.

(j) CONTRACTOR will, in all dealings with its CONTRACTOR PERSONNEL, comply with the welfare standard provided to CONTRACTOR by COMPANY and observe all recognised festivals, days of rest, and religious or other customs in the Qatar located WORKSITES. CONTRACTOR will comply with all Qatari labour laws and workers' welfare laws.

(k) CONTRACTOR will at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among CONTRACTOR PERSONNEL, for the

preservation of peace and protection of individuals and property in the neighbourhood of the WORKSITE.

#### **15. ASSIGNMENT**

An assignment or novation by a party of all or part of the CONTRACT requires the written consent of the other party, except that COMPANY may assign and novate all or part of the CONTRACT to an AFFILIATE without the consent of CONTRACTOR by giving written notice to CONTRACTOR.

#### **16. FORCE MAJEURE**

**(a)** COMPANY and CONTRACTOR are each excused from performance of the affected part of an obligation of the CONTRACT while performance is prevented by a FORCE MAJEURE EVENT unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.

**(b)** Only the following are FORCE MAJEURE EVENTS: (i) riots, wars, blockades, or threats or acts of sabotage or terrorism; (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, or tornadoes; (iii) radioactive contamination, epidemics, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT; (v) government sanctions, embargoes, mandates, or laws, that prevent performance; (vi) except as expressly provided otherwise in the CONTRACT, inability of a party to timely obtain licences, permits, or AUTHORITIES' consents required for performance; or (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances.

**(c)** A party whose performance is delayed or prevented will use reasonable endeavours to notify the other party and mitigate the effects of any FORCE MAJEURE.

**(d)** COMPANY may terminate the CONTRACT or part of SCOPE if any FORCE MAJEURE EVENT results in a delay that exceeds 90 consecutive or 180 cumulative days.

#### **17. NOTICES**

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

#### **18. GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES**

##### **18.1. Governing Law**

This CONTRACT, and any dispute or claim arising out of or in connection with this CONTRACT or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of England and Wales, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this CONTRACT.

##### **18.2. Dispute Resolution**

**(a)** Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration by the London

Court of International Arbitration ("LCIA") under its then current commercial arbitration rules.

**(b)** The arbitral tribunal, to be appointed in accordance with the arbitration rules, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators.

**(c)** The seat of the arbitration will be London, England.

**(d)** The language of the arbitration will be English.

**(e)** Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

##### **18.3. Specific Performance**

COMPANY is entitled to specific performance of the CONTRACT.

#### **19. ADDITIONAL LEGAL PROVISIONS**

**(a)** The parties retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the CONTRACT that provide otherwise.

**(b)** A provision of the CONTRACT is not waived unless made in writing by an authorised representative of the waiving party.

**(c)** Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the CONTRACT do so, along with all remedies attached to them.

**(d)** Amendments to the CONTRACT must be made in writing and signed by the parties' authorised representatives in order to be binding.

**(e)** CONTRACTOR GROUP or COMPANY GROUP not a party to the CONTRACT, but conferred rights in it are entitled to enforce those rights, but are not required to consent to amend or terminate those rights.

**(f)** The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as included. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the CONTRACT provides that it is terminated or replaced.