



**DOMESTIC PETROLEUM OPERATING BRANCH –  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION  
LIMITED**

**And**

.....

**For**

**PROVISION OF MARINE WARRANTY SURVEY (MWS) SERVICES  
FOR DAI HUNG NAM PROJECT, BLOCK 05-1(a), OFFSHORE  
VIETNAM**

**FRAME CONTRACT No.: PVEPPOC-DHN-2025-011**

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### EXHIBITS

EXHIBIT I	SCOPE OF SERVICES
EXHIBIT II	COMPENSATION



Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-011

Package: Provision of Marine Warranty Survey (MWS) Services

**PART 2- GENERAL TERMS AND CONDITIONS**

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EXHIBIT III      CONTRACT ADMINISTRATION

EXHIBIT IV      INVOICING PROCEDURE

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## **PREAMBLE**

This Contract (hereinafter referred to as "CONTRACT") is made and entered into this ..... day of ..... 2025 effective as of the ..... day of ..... 2025 ("Effective Date") between:

**DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**, a company organized and existing under the Laws of S.R Vietnam and having its registered address at 15<sup>th</sup> Floor, Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT") of the first part;

And

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ and place of business at \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") of the second part. (Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties").

**WHEREAS :** CLIENT, pursuant to various Production Sharing Contracts entered into with PETROVIETNAM (Vietnam Oil and Gas Corporation) is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam.

**WHEREAS :** CLIENT in connection with its activities as aforesaid, desires to carry out the field development and associated operations in the Area of Operations and to enter into this CONTRACT with CONTRACTOR for the purpose of carrying out said operations; and

**WHEREAS :** CLIENT requires the Provision of Marine Warranty Survey (MWS) Services for Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam (hereinafter referred to as the "SERVICES" or "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

**WHEREAS :** CONTRACTOR is engaged in such specialized operations and represents that it has adequate resources and equipment in good working order and fully trained personnel capable of operating such equipment in a safe and efficient manner and that it is willing to carry out the said activities and services for CLIENT and to provide Provision of Marine Warranty Survey (MWS) Services for Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam detailed in the relevant EXHIBITS attached hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:



## 1. DEFINITIONS

The following definitions shall be used for the purpose of interpreting this CONTRACT. Further definitions not contained in this Clause shall apply to the Exhibit in which they are stated and subsequent Exhibits.

“AFFILIATE” means a legal entity which controls, or is controlled by the PARTY or is controlled by a legal entity that also controls such PARTY. In this context “control” means the right to exercise directly or indirectly fifty (50) per cent or more of the voting rights in the appointment of the directors of such legal entity or PARTY, or the voting shares or stock of such legal entity or PARTY, or the legal control of management for decisional authority of such legal entity or PARTY.

“CHANGE” means any variation, modification, addition, or deletion to, in or from the SERVICES.

“CHANGE ORDER” means the formal document that stipulates the scope of work, schedule and cost of a CHANGE approved by CLIENT in accordance with EXHIBIT III – CONTRACT ADMINISTRATION.

“COMPLETION CERTIFICATE” means the certificate issued by CLIENT pursuant to Clause 7.

“COMPLETION DATE” means a date which stated in COMPLETION CERTIFICATE.

“CLIENT GROUP” means CLIENT, CLIENT’s other contractors, the co-venture, its and their respective AFFILIATES and its and their respective shareholders, directors, officers, invitees, parent, co-owners, co-lessors, partners, subsidiaries and employees (including agency personnel), but shall not include any member of CONTRACTOR GROUP.

“CLIENT REPRESENTATIVE” shall have the meaning as described in Clause 4.1.

“CONTRACT PRICE” means the total price for the SERVICES as described and stipulated in detail in EXHIBIT II – COMPENSATION.

“CONTRACTOR GROUP” means CONTRACTOR, SUBCONTRACTORS of any tier, its and their AFFILIATES, its and their respective suppliers, directors, officers, invitees and employees (including agency personnel), but shall not include any member of CLIENT GROUP.

“CONTRACTOR REPRESENTATIVE” shall have the meaning as described in Clause 4.2.

“COUNTRY” means the Socialist Republic of Vietnam.

“DAY” means a full day under the Gregorian calendar.

“DEFECTS” shall mean defect, incompleteness, fault, and inadequacy, flaw, poor workmanship, performance deficiencies and the like with respect to the SERVICES under this CONTRACT.

“DELIVERABLES” shall mean the data, reports, certificates information and/or other related documents which are prepared and delivered by CONTRACTOR as a part of the SERVICES under this CONTRACT.

“EFFECTIVE DATE” shall mean the date which this CONTRACT became into effect as provided in Form of Agreement.

“EpCI” CONTRACTOR shall mean the company or consortium which is awarded any or all of the Engineering, Procurement, Construction and Installation for the project.

“FACILITY” or “FACILITIES” means the facilities to which the SERVICES apply as

more fully described in EXHIBIT I – SCOPE OF SERVICES.

“KEY PERSONNEL” shall mean the qualified and key individual(s) acceptable to CLIENT assigned exclusively by CONTRACTOR directly to perform the SERVICES under this CONTRACT as specified in EXHIBIT I – SCOPE OF SERVICES. and as listed in EXHIBIT III – CONTRACT ADMINISTRATION.

“NOTICES” means a formal communication which addresses a significant issue under the CONTRACT that may have a material or legal impact on the CONTRACT.

“PARTY” shall mean either CLIENT or CONTRACTOR and collectively they are known as the PARTIES.

“PERSONNEL” shall mean the personnel assigned by CONTRACTOR and/or its SUBCONTRACTOR for performance of the SERVICES under this CONTRACT as described in EXHIBIT I – SCOPE OF SERVICES.

“PROJECT” means the Dai Hung Nam Project as described in EXHIBIT I – SCOPE OF SERVICES.

“SERVICES” shall mean work and/or services to be performed by CONTRACTOR and/or SUBCONTRACTOR in accordance with this CONTRACT as described in EXHIBIT I- SCOPE OF SERVICES.

“SUBCONTRACT” shall mean any contract between CONTRACTOR and any party or between such party and its subcontractors of any tier (other than CLIENT or any employees of CONTRACTOR) for the performance of any part of the SERVICES.

“SUBCONTRACTOR” shall mean any contractor to whom any part of the SERVICES has been subcontracted by CONTRACTOR or a SUBCONTRACTOR of any tier in accordance with the provisions of this CONTRACT.

“THIRD PARTY” shall mean any party excluding CLIENT GROUP, and CONTRACTOR GROUP.

“WORK SITE” shall mean location(s) where any part of the SERVICES is performed by any member of CONTRACTOR GROUP.

## **2. INTERPRETATION**

- 2.1 All instructions, notices, agreements, authorizations, approvals and acknowledgements under this CONTRACT shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

Nevertheless, if for any reason it is considered necessary and urgent by CLIENT to give an instruction to CONTRACTOR orally in the first instance, CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if CONTRACTOR confirms in writing any such oral instruction which is not contradicted in writing by CLIENT without undue delay, it shall be deemed to be an instruction in writing by CLIENT.

- 2.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time this CONTRACT being in force.
- 2.3 The documents forming this CONTRACT are to be taken as mutually explanatory of one another. In case of ambiguities and discrepancies the same shall be explained and adjusted by only CLIENT who shall thereupon issue to CONTRACTOR instructions thereon.



- 2.4 The words “include”, “includes” and “including” are not limiting and are deemed to include the words “but not limited to”.
- 2.5 The plural and singular of words shall be interchanged to the extent necessary in the context presented.
- 2.6 Reference to an Exhibit or an Attachment refers to an Exhibit or Attachment forming part of the CONTRACT.

### **3. CONTRACTOR’S GENERAL OBLIGATIONS**

- 3.1 CONTRACTOR represents and agrees that it has all necessary and adequate resources, skills, knowledge, competency, capacity and techniques for the performance of SERVICES and shall take all actions and provide or arrange to have all resources required for due and proper performance of the SERVICES.
- 3.2 CONTRACTOR undertakes to perform and provide the SERVICES:
  - a) with all due skill, care, independence, impartiality, objectivity and diligence, in a good, professional and workmanlike manner in accordance with best accepted international and Vietnamese practices and standards in the oil and gas industry and other practices, standards, regulations, and codes as may be specified by CLIENT;
  - b) in strict compliance with all applicable governmental, local and other competent authorities’ laws and regulations, practices, standards, norms and codes presently in effect and becoming effective in Vietnam, all applicable safety, health and environmental standards in the international petroleum and energy industries, and its own procedures and codes, standards (if applicable) during the performance of the SERVICES and in the countries where the SERVICES is performed; and
  - c) by acting in respect of any matter relating to this CONTRACT, or to the SERVICES as a faithful contractor to CLIENT, and at all times support and safeguard CLIENT’s legitimate interests in any dealings with THIRD PARTY.
- 3.3 CONTRACTOR shall also:
  - a) provide all skills and competent PERSONNEL with all necessary qualifications and experience appropriate and required for the provision of the SERVICES under this CONTRACT;
  - b) perform the SERVICES in a timely manner. CONTRACTOR’s timely performance is a material obligation of this CONTRACT. Time is of the essence with respect to CONTRACTOR’s performance and completion of the SERVICES;
  - c) promptly inform CLIENT in writing and seek guidance if any information or any documents provided or caused to be provided to CONTRACTOR is found to be inadequate or to contain any material inaccuracies and suggest any correction and/or adjustment if necessary;
  - d) synchronize and coordinate all TECHNICAL DOCUMENTS and DELIVERABLES under this CONTRACT;
  - e) liaise and cooperate with any parties whom CLIENT has notified to CONTRACTOR during the performance of the SERVICES;
  - f) promptly provide CLIENT with all necessary information related to the SERVICES and as requested by CLIENT;

- g) obtain and maintain the insurance required by Clause 16 herein;
- h) report immediately to CLIENT any accidents, involving death of or injury to PERSONNEL or any other person, and any fire, explosion, or any other loss or damage which may affect CONTRACTOR's ability to perform the SERVICES; and
- i) maintain proper records, which may affect the performance of the accurate and systematic books of account, invoice records, documents and other evidence pertaining to the SERVICES in accordance with generally accepted international accounting principles and agrees to make available at all times any such books of account, invoice records, documents or other evidence, insofar as they relate to the calculation of the compensation and the performance of CONTRACTOR, for inspection, audit or reproduction by CLIENT. CONTRACTOR shall preserve and maintain such records in order that they may be available to CLIENT for a period of five (5) years from the date of the completion or termination of this CONTRACT.

3.4 CONTRACTOR shall:

- a) render the SERVICES immediately after EFFECTIVE DATE in accordance with the schedule stated in EXHIBIT I – SCOPE OF SERVICES;
- b) guarantee and be responsible for the sufficiency, accuracy and quality of the SERVICES in accordance with the standards employed by an international law/regulation on a project of similar scale to the requirements under this Contract.
- c) provide CLIENT with all necessary information related to the SERVICES and as requested by CLIENT;
- d) be liable to CLIENT for the acts of its PERSONNEL in accordance with its liabilities under the Contract;
- e) be liable for loss or damage as a result of any act error, omission or statement by CONTRACTOR or CONTRACTOR's employees, agents or SUBCONTRACTOR;
- f) at its own cost be responsible for obtaining and maintaining all necessary licenses, permits, consents, and approvals or other authorizations from all governmental, professional or other bodies having jurisdiction which are necessary for the performance of the SERVICES by CONTRACTOR GROUP;
- g) afford the SERVICES the highest priority, and endeavour to ensure that no other job of CONTRACTOR shall take precedence over the SERVICES and its scheduled completion date;
- h) neither have interest, nor accept any trade commission, Compensation or similar payment in connection with activities in connection with the SERVICES or to discharge its obligations, except as provided for in this CONTRACT;
- i) ensure all DELIVERABLES prepared by or on behalf of CONTRACTOR in the course of providing the SERVICES shall be certified by CONTRACTOR REPRESENTATIVE as having been prepared by staff with appropriate qualifications, experience and competence and as having been checked and approved for accuracy, compliance with relevant laws while meeting the requirements set forth in this CONTRACT; and
- j) take due regard to all festival, holidays, days of rest etc. and confirms that such



events will not affect CONTRACTOR's performance of the SERVICES nor the CONTRACT PRICE.

- 3.5 CONTRACTOR shall be solely responsible for the payment of labour employed or hired by CONTRACTOR, whether employee, contract, or other status, including all social benefits, compensation, termination payments, and employee benefits of whatever description required by CONTRACTOR's employment policies or by applicable laws. CONTRACTOR agrees to release, defend, indemnify and hold CLIENT GROUP harmless from and against any and all claims, liabilities and expenses of any nature whatsoever resulting from CONTRACTOR's failure, or of any failure of SUBCONTRACTOR, to pay such obligations.
- 3.6 CONTRACTOR is solely responsible, at its own cost, for providing or arranging all materials, suppliers, equipment (including vehicles and vessels), computer work station, software, management, supervision, personnel, local travel, support services, other services and expertise necessary to perform the SERVICES as required by this CONTRACT.
- 3.7 CONTRACTOR shall ensure that all PERSONNEL comply with applicable laws including immigration laws and where required are in possession of a valid and legal work permit (or equivalent) for the duration of this CONTRACT. When requested, details of such work permits shall be submitted to CLIENT prior to the employee being engaged in the SERVICES. If CLIENT identifies, in its reasonable judgment, any lack of compliance of any applicable law in this regard that might result in a legal claim against CLIENT, CLIENT may withhold such amounts as it deems reasonably necessary to cover all costs and expenses of the potential legal claim, until CONTRACTOR achieves full compliance with such relevant law.
- 3.8 All PERSONNEL shall be subject to CLIENT's acceptance and approval, or otherwise at the sole discretion of CLIENT, and shall fully meet the minimum requirements criteria for PERSONNEL as listed in EXHIBIT I – SCOPE OF SERVICES. Nevertheless, and despite any such acceptance or approval by CLIENT of PERSONNEL, at no time shall PERSONNEL be considered as an employee of CLIENT in any capacity or effect.
- 3.9 The list of KEY PERSONNEL who are engaged in the SERVICES are listed in EXHIBIT III – CONTRACT ADMINISTRATION referring to Attachment 1 and Attachment 2.
- 3.10 CONTRACTOR shall be wholly responsible for ensuring that any member of CONTRACTOR GROUP working or traveling to Vietnam or any locations outside Vietnam to perform the SERVICES have been properly immunized in accordance with the World Health Authority recommendations. Furthermore, CONTRACTOR shall carry adequate insurance or provide a legal undertaking to CLIENT that it will provide a "medivac" facility in the event that any member of CONTRACTOR GROUP becomes ill and are in need of immediate repatriation for medical treatment.
- 3.11 When working at CLIENT's premises or other WORK SITES, PERSONNEL shall be subject to all disciplinary, administrative and safety regulations and arrangements applicable to that WORK SITE. CONTRACTOR shall take all necessary steps to ensure compliance with such regulation and arrangements.
- 3.12 CONTRACTOR shall engage and retain the KEY PERSONNEL who are able to competently provide the SERVICES under this CONTRACT.
- 3.13 CONTRACTOR shall compensate CLIENT at the respective rate stipulated in EXHIBIT III – CONTRACT ADMINISTRATION if any KEY PERSONNEL are



reassigned without approval by CLIENT.

#### **4. CLIENT AND CONTRACTOR REPRESENTATIVES**

##### **4.1 CLIENT REPRESENTATIVE**

- a) CLIENT shall designate a representative (“CLIENT REPRESENTATIVE”) who shall have authority to act for and on behalf of CLIENT in all matters connected with this CONTRACT at all times during the implementation of this CONTRACT. All formal notices, instructions, orders, certificates, approvals and all other communications under this CONTRACT shall be given by the CLIENT REPRESENTATIVE, except as otherwise addressed herein.
- b) The CLIENT REPRESENTATIVE and his designates, nominees and the like shall have full and free access at all reasonable times to CONTRACTOR’s technical specifications and other relevant documentations in relation to the SERVICES and further shall have the right to inspect, check, or otherwise monitor any part of the SERVICES as it is performed.

For all purposes outlined in this Clause 4.1:

- CLIENT REPRESENTATIVE and his designates, nominees and the like shall be given full and free access to the premises of CONTRACTOR and SUBCONTRACTORS in relation to the SERVICES;
  - CONTRACTOR hereby undertakes to ensure that SUBCONTRACTORS are informed of CLIENT’s rights of access to their premises for the purposes listed above and that all SUBCONTRACTS contains a provision which grants CLIENT REPRESENTATIVE and his designates, nominees and the like, full and free access to the SUBCONTRACTOR’s premises and the work fronts; and
  - CONTRACTOR and SUBCONTRACTORS shall provide such reasonable assistance as required by CLIENT REPRESENTATIVE and any designates, nominees and the like in relation to the SERVICES and obligations under this CONTRACT.
- c) The CLIENT REPRESENTATIVE shall have the right to delegate his responsibilities to another person in his absence.

##### **4.2 CONTRACTOR REPRESENTATIVE**

- a) CONTRACTOR shall designate a representative (“CONTRACTOR REPRESENTATIVE”) who is qualified, competent, experienced and professional, fluent in English that shall have authority to act for and on behalf of CONTRACTOR in all matters connected with this CONTRACT and to whom all enquiries shall be directed. All formal notices, instructions, orders, certificates, approvals and all other communications under this CONTRACT shall be given by the CONTRACTOR REPRESENTATIVE.
- b) CONTRACTOR REPRESENTATIVE shall coordinate and liaise with CLIENT REPRESENTATIVE in respect of performance of the SERVICES.
- c) CONTRACTOR shall advise CLIENT in writing prior to commencement of the SERVICES of the name, postal address and office and home telephone numbers of CONTRACTOR REPRESENTATIVE.
- d) The CONTRACTOR REPRESENTATIVE shall have the right to delegate his responsibilities to another competent person in his absence.



**5. CONTRACTOR TO INFORM CLIENT**

- 5.1 CONTRACTOR shall notify CLIENT and without undue delay of all things, which in the opinion of CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in this CONTRACT or conflicts with applicable law. CLIENT shall review these items and issue the necessary instructions before CONTRACTOR proceeds with any part of the SERVICES affected.
- 5.2 CONTRACTOR shall notify CLIENT immediately of any imminent or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completing any of the SERVICES.

**6. ASSIGNMENTS AND SUBCONTRACTING**

**6.1 Assignment**

- a) At any time, CLIENT shall be entitled to assign this CONTRACT in whole or in part to any of its AFFILIATES without the prior consent of CONTRACTOR.
- b) CONTRACTOR shall not assign this CONTRACT or any benefit or interest therein, whether in whole or in part, without the prior written approval of CLIENT.

**6.2 Subcontracting**

- a) CONTRACTOR shall not subcontract the whole of this CONTRACT nor any substantial part thereof. CONTRACTOR shall not enter into any SUBCONTRACT with any part of its obligations under this CONTRACT without the prior written consent of CLIENT, which shall not be unreasonably withheld. Such consent if given shall not relieve CONTRACTOR from any liability or obligation under this CONTRACT.
- b) No SUBCONTRACT shall bind or purport to bind CLIENT in anyway whatsoever. CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of this CONTRACT in so far as they apply to the SUBCONTRACT.
- c) CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they are work, acts, omissions or defaults of CONTRACTOR.
- d) Before entering into any SUBCONTRACT as provided in Clause 6.2(a), CLIENT shall be given an adequate opportunity to review the SUBCONTRACT, the choice of SUBCONTRACTOR, the part of the SERVICES included in the SUBCONTRACT and any other relevant details requested by CLIENT. In particular, CONTRACTOR shall provide details that clearly demonstrates the proposed SUBCONTRACTOR has the requisite experience and is fully capable of performing the SERVICES in all respects, including human, physical and financial resources.

**7. ACCEPTANCE OF SERVICES AND DEFECTIVE PERFORMANCE**

**7.1 Acceptance of SERVICES**

- a) All SERVICES shall be performed in accordance with the CONTRACT to the reasonable satisfaction of CLIENT.
- b) During the SERVICES, CLIENT shall progressively accept that the SERVICES have been performed to its reasonable satisfaction via the signing of timesheets, reports and the like as addressed in Exhibit III. Such acceptance by CLIENT does

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not affect the right for CLIENT to invoke the provisions as set out under Clause 7.2 if any DEFECTS or unacceptable performance of the SERVICES are subsequently identified by CLIENT.

- c) When CONTRACTOR opines that all SERVICES under the CONTRACT have been completed, CONTRACTOR shall request CLIENT to issue the COMPLETION CERTIFICATE. CLIENT will provide either the COMPLETION CERTIFICATE or a written description of SERVICES that are incomplete. When the incomplete SERVICES are completed to CLIENT's reasonable satisfaction, CLIENT will provide the COMPLETION CERTIFICATE.

#### 7.1 Defective Performance

- a) If at any time within the CONTRACT and without prejudice to CLIENT's other rights under Clause 19, where CLIENT has found that the SERVICES or part thereof or any SERVICES re-performed by CONTRACTOR has not been undertaken in accordance with this CONTRACT, CLIENT shall detail in writing such DEFECTS and the specific nature of the DEFECTS.
- b) Starting on the date set out in CLIENT's notice under Clause 7.2(a) to CONTRACTOR (or if no such date is specified, commencing immediately upon such notice becoming effective), CONTRACTOR shall at its own costs expeditiously take all necessary action to remedy the DEFECTS. CONTRACTOR's obligations under this Clause 7.2 shall continue until the DEFECTS have been remedied in full compliance with the requirements of this CONTRACT.
- c) Without prejudice to CLIENT's other rights under Clause 19, if following receipt of CLIENT notification as set out in Clause 7.2(a), CONTRACTOR is unwilling or unable to correct the DEFECTS in a time which is reasonable in all circumstances then CLIENT may decide at its option:
  - at CONTRACTOR's expense, either rectify the defective SERVICES or have the DEFECTS remedied by other contractors at reasonable market rates available to CLIENT taking into account HSE, technical, schedule and cost considerations. All invoices presented to CONTRACTOR shall be supported by evidence of costs arising from the rectification work; or
  - terminate this CONTRACT as provided under Clause 19.1.
- d) CONTRACTOR shall be liable for all costs incurred, either directly or via CLIENT, in the rectification of the DEFECTS.
- e) Subject to provisions in Clause 7.2(d), the total limit of financial liability of CONTRACTOR in respect of DEFECTS for the each Call out SERVICES shall not exceed in the aggregate one hundred percent (100%) of the value of the Call out Request/ Work Order (in which the DEFECTS arisen).

- 7.2 Notwithstanding the above, acceptance of the SERVICES or part thereof or approval of CONTRACTOR's activities for the SERVICES or partial payments made to CONTRACTOR shall not relieve CONTRACTOR of any its obligations and/or liabilities provided in this CONTRACT.

#### 8. CHANGES TO SERVICES

- 8.1 Without prejudice to this CONTRACT, CLIENT may at any time require CONTRACTOR to make changes (with no restriction on the magnitude of such



changes) in the SERVICES and CONTRACTOR shall be bound to implement the said changes. Any such change might result in an addition, reduction or modification to the SERVICES. By way of illustration but without limiting the generality thereof said changes may consist of requiring CONTRACTOR to cancel any existing SUBCONTRACT or the severance of part of the SERVICES.

- 8.2 Upon request by CLIENT for a change to be applied or considered, CONTRACTOR shall provide CLIENT with a full explanation of the implications of the change supported by a detailed justification including a breakdown of the associated costs and details of the impact to the CONTRACT SCHEDULE, if any.
- 8.3 CLIENT shall either (i) agree in writing to an appropriate adjustment in COMPENSATION and CONTRACT SCHEDULE resulting from the CHANGE or (ii) advise CONTRACTOR of its disagreement. If agreement is reached, CONTRACTOR shall proceed with the CHANGE. If CLIENT and CONTRACTOR fail to agree on whether or not such directive is a CHANGE or fail to agree on an appropriate adjustment in COMPENSATION or CONTRACT SCHEDULE, then CLIENT may issue a written request for CONTRACTOR to proceed ("Instruction To Proceed") in accordance with such directive without such agreement. CONTRACTOR shall immediately comply with such written request, but such compliance shall not prejudice either Party's claim that the directive is a CHANGE or, as the case may be, claim for an appropriate adjustment in COMPENSATION or CONTRACT SCHEDULE.
- 8.4 To implement a change in the SERVICES, CLIENT shall issue a change order ("CHANGE ORDER") which shall be mutually agreed upon both PARTIES and CONTRACTOR shall be obliged to perform the change in the SERVICES subject to the terms of such CHANGE ORDER and this CONTRACT as expressly amended by the CHANGE ORDER. A CHANGE ORDER duly signed by the PARTIES shall be binding on both PARTIES.
- 8.5 CONTRACTOR shall not be entitled to invoice for, and CLIENT shall not be obliged to make any payment for, any alleged change in the SERVICES which has not been incorporated in a CHANGE ORDER signed by the PARTIES.

## **9. PERFORMANCE OBLIGATIONS**

- 9.1 CONTRACTOR shall perform the SERVICES in compliance with the standards of care and diligence normally practiced by internationally recognized professional firms in performing the services for a project of similar nature.
- 9.2 All parts of the SERVICES shall be in strict accordance with this CONTRACT, applicable codes and standards and requirements by CLIENT and be fit for intended use.
- 9.3 Notwithstanding any other provisions provided in this CONTRACT, CONTRACTOR shall be fully responsible for promptly re-performing at CONTRACTOR's own expense, any inaccuracy, error, omission, incorrect verification or inspection and/or review and/or comments, erroneous or defective SERVICES howsoever identified.
- 9.4 CLIENT's inspecting, testing, witnessing tests, paying invoices or issuing COMPLETION CERTIFICATE shall not relieve CONTRACTOR from its obligations set forth in this Clause 9.

## **10. COMPENSATION**

- 10.1 For the performance and completion of the SERVICES, CLIENT shall pay or cause to be paid to CONTRACTOR the CONTRACT PRICE within the period, in the manner,

and at the address stated in EXHIBIT II – COMPENSATION and this Clause 10.

- 10.2 All payments to CONTRACTOR under this CONTRACT shall be made in Vietnamese Dong (“VND”) for Local CONTRACTOR or United States Dollar (“USD”) for Foreign CONTRACTOR.
- 10.3 Neither the presentation nor payment nor non-payment of an individual invoice by CLIENT shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder. CLIENT may correct, modify or recover as applicable any sum previously paid in any or all of the following circumstances:
- a) any such sum is incorrect;
  - b) any such sum is not properly payable to CONTRACTOR; or
  - c) any SERVICES in respect of which payment has been made and which does not comply with the terms of this CONTRACT.
- 10.4 If CLIENT, at any time, incurs costs which, due to the CONTRACTOR’s faults under the provisions of this CONTRACT, CLIENT is entitled to recover from CONTRACTOR, CLIENT may withhold and/or deduct the amount of such costs from any invoices, other amounts due, or that may become due to CONTRACTOR under this CONTRACT provided that CLIENT will inform CONTRACTOR before making such withhold and/or deduction.
- 10.5 For the purposes of Clause 10.4, and elsewhere in this CONTRACT, wherever one PARTY is entitled to recover from the other PARTY any costs incurred then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.

## **11. TAXES**

- 11.1 For avoidance of doubt and notwithstanding any provision to make the contrary, the CONTRACT PRICE shall include all taxes and duties which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT except for the Vietnamese Value Added Tax (“VAT”) imposed on the SERVICES.

### **11.2 In case of local CONTRACTOR**

For the VAT imposed on the SERVICES and which rightly shall be borne by CLIENT, CONTRACTOR shall on behalf of CLIENT make the payment to Vietnamese Authority. CONTRACTOR shall duly pay and shall procure that SUBCONTRACTOR shall duly pay all taxes and duties which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT.

### **11.3 In case of foreign CONTRACTOR**

In case of foreign CONTRACTOR and foreign CONTRACTOR does not register to directly declare tax with the relevant Vietnamese tax authority:

For the VAT imposed on the SERVICES and which rightly shall be borne by CLIENT, CLIENT shall make the payment to Vietnamese Authority. CONTRACTOR shall duly pay and shall procure that SUBCONTRACTOR shall duly pay all taxes and duties



which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT.

With regards to Corporate Income Tax ("CIT"), when required by applicable law, CLIENT shall withhold (by deducting from gross payable value to CONTRACTOR) and pay the CIT to local tax authorities on behalf of CONTRACTOR per the prevailing tax law. The CIT shall be withheld from each and every payment from CLIENT to CONTRACTOR.

- 11.4 Pursuant to Clause 11.2 above, CONTRACTOR shall provide CLIENT with VAT invoices for all VAT to be paid by CLIENT.
- 11.5 CONTRACTOR shall cooperate with CLIENT and at the request of CLIENT, CONTRACTOR or its permitted assignees shall use its best efforts to supply and shall procure any SUBCONTRACTOR or supplier hereunder to supply to CLIENT such information (including documentary information) in connection with its activities or that of its SUBCONTRACTORS hereunder as may be required by CLIENT for any of the following purposes:
- a) to enable CLIENT to comply with the lawful demand or requirement for such information by appropriate taxing authority having jurisdiction over the area in which the SERVICES is to be performed to ensure that all requirements of the applicable law are being complied with by CONTRACTOR;
  - b) to enable CLIENT to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
  - c) to enable CLIENT to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of CLIENT to any taxes.
- CLIENT's request for such information and documents shall allow CONTRACTOR a reasonable time to prepare, provide and submit that information requested.
- 11.6 The obligations of CONTRACTOR set forth in Clause 11.5, and any SUBCONTRACTOR, shall exist for a period of five (5) years or any other period as required under Vietnamese law, whichever is the longer shall apply commencing with the date of agreement by CLIENT of CONTRACTOR's final statement of account under this CONTRACT, and CONTRACTOR shall retain and shall procure any SUBCONTRACTOR or supplier hereunder to retain, all information and documents in connection with its activities under or pursuant to this CONTRACT as shall enable CONTRACTOR to comply with its above obligations.
- 11.7 CONTRACTOR shall give prompt notice to CLIENT on all matters pertaining to non-payment, payment under protest, or claim of immunity, or exemption from any taxes or duties or levies.
- 11.8 Notwithstanding the foregoing, if CLIENT receives any demand or request for payment of any levies, charges, taxes or contributions of the type referenced in the Clauses 11.2 and 11.4 for which it would seek indemnity or reimbursement from CONTRACTOR, CLIENT shall forthwith notify CONTRACTOR in writing of such demand or request.
- 11.9 CONTRACTOR shall indemnify and hold CLIENT harmless against all liabilities, claims, actions, proceedings, damages, charges, costs and expenses in whatever kind incurred as a consequence of breach by CONTRACTOR or any SUBCONTRACTOR or supplier of any of the obligations under Clauses 11.1, 11.2, 11.3, 11.4, 11.5, 11.6 and



11.7 hereof.

- 11.10 CONTRACTOR shall insert provisions into each SUBCONTRACT or purchase order imposing on each SUBCONTRACTOR or supplier obligations, which will enable CONTRACTOR to comply with its obligations under this Clause 11.
- 11.11 For the purposes of this Clause only, “tax” and/or “taxes” shall mean and include any tax, duty or charge and any penalty or interest thereon and any other costs and charges whatsoever assessed or imposed by any competent government or regulatory authority having jurisdiction at any areas where the SERVICES is performed.

**12. CONFIDENTIAL INFORMATION**

- 12.1 CONTRACTOR acknowledges that CLIENT owns all of its confidential information and data (“CONFIDENTIAL INFORMATION”) that will be provided to CONTRACTOR for the purpose of enabling CONTRACTOR to perform the SERVICES. CLIENT will retain title to its CONFIDENTIAL INFORMATION.
- 12.2 CONTRACTOR acknowledges that the SERVICES may require the exchange of the Confidential Information. CONTRACTOR will use all best safeguards to avoid disclosure of the Confidential Information and use the same care and discretion to avoid disclosure, publication or dissemination of CONFIDENTIAL INFORMATION as it uses with its own similar information that it does not wish to disclose, publish or disseminate. CONTRACTOR will not disclose the CONFIDENTIAL INFORMATION to any THIRD PARTY without the prior written consent of CLIENT, except as is necessary to perform the SERVICES.
- 12.3 CONTRACTOR shall use, and shall ensure that all other persons who receive CONFIDENTIAL INFORMATION through CONTRACTOR use, CONFIDENTIAL INFORMATION (including CONFIDENTIAL INFORMATION which is learned, discovered, developed or created by CONTRACTOR GROUP) only for the purpose of providing the SERVICES. CONTRACTOR shall not, and shall ensure that all other members of CONTRACTOR GROUP do not, disassemble, decompile or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any CONFIDENTIAL INFORMATION, except to the extent required to perform the SERVICES, without the prior written consent of CLIENT.
- 12.4 CONTRACTOR may disclose (and may permit other members of CONTRACTOR GROUP to disclose) CONFIDENTIAL INFORMATION to any of the following recipients who are bound by confidentiality and use obligations at least as stringent to those in this Clause 12:
- a) to SUBCONTRACTORS and employees of CONTRACTOR or SUBCONTRACTORS, but only to the extent that those persons need to know the CONFIDENTIAL INFORMATION for the performance of the SERVICES.
  - b) to professional advisors of CONTRACTOR or SUBCONTRACTORS, but only to the extent necessary for the provision of professional advice needed by CONTRACTOR or SUBCONTRACTORS for the performance of the SERVICES or by CONTRACTOR in relation to this CONTRACT.
- 12.5 If CONTRACTOR or any other person who receives CONFIDENTIAL INFORMATION through CONTRACTOR is required by applicable laws or order of any administrative or judicial proceeding to disclose any CONFIDENTIAL INFORMATION, or any person applies for an order against them for the disclosure of CONFIDENTIAL INFORMATION, CONTRACTOR shall provide CLIENT with prompt notice of this requirement or application so that CLIENT may seek a protective



order. If a protective order or other remedy is not obtained, CONTRACTOR will furnish, and will ensure that any other required person disclosing CONFIDENTIAL INFORMATION will furnish, only that portion of the CONFIDENTIAL INFORMATION which, in the reasonable opinion of CLIENT, is required to be disclosed.

- 12.6 All copies, extracts, drawings and other materials or records that contain or reflect, in whole or part, any CONFIDENTIAL INFORMATION must be returned or delivered to CLIENT or destroyed within five (05) DAYS from the first to occur: (i) termination of this CONTRACT or (ii) completion of the SERVICES. If CONFIDENTIAL INFORMATION has been copied onto computer systems or other data storage systems, all such data recordings shall be destroyed in a manner which makes it unrecoverable.
- 12.7 The obligations set out in this Clause 12 shall continue in full force and effect during the execution of this CONTRACT and for a period of five (5) years after completion or earlier termination of this CONTRACT.

### **13. INTELLECTUAL PROPERTY**

- 13.1 Title to all TECHNICAL DOCUMENTS and the contents thereof furnished to CONTRACTOR by CLIENT in connection with this CONTRACT always shall remain vested with CLIENT and CONTRACTOR shall return them to CLIENT upon the completion of SERVICES. CONTRACTOR is fully responsible and liable for any kind of losses and/or damages of the TECHNICAL DOCUMENTS arising out of improper or insufficient packing protection.
- 13.2 Title to all DELIVERABLES, intellectual property, technical information, drawings, specifications, requisitions, calculations and other documents created and prepared by CONTRACTOR in connection with the SERVICES shall vest in CLIENT from the time they are initiated.
- 13.3 CONTRACTOR must deliver to CLIENT all TECHNICAL DOCUMENTS and all native (original format) electronic files, tracings, copies of drawing, originals and other work product prepared by or delivered to it for this CONTRACT upon the completion or termination of SERVICES.
- 13.4 CONTRACTOR warrants that any intellectual property supplied by CONTRACTOR and embodied in or used in connection with SERVICES is the sole property of CONTRACTOR or CONTRACTOR is legally entitled to use the intellectual property for the provision of the SERVICES.
- 13.5 CONTRACTOR shall indemnify, save, defend, hold harmless and at all times keep CLIENT GROUP indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses associated with:
- 13.6 the use or exercise of any letter patent or copyright supplied by CONTRACTOR for its due performance of the SERVICES under this CONTRACT; and
- 13.7 for any infringement or alleged infringement of letters patent, trademark, design, copyright or other protected rights in respect of any equipment, software, machinery, plant, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by CONTRACTOR.
- 13.5 During the execution of this CONTRACT, CONTRACTOR shall assure CLIENT's access to the computer programs and computer data developed by CONTRACTOR for

the SERVICES for use by or on behalf of CLIENT provided that such access shall not cause CONTRACTOR to be in breach of any license, confidentiality of other agreement.

**14. LAWS AND REGULATIONS**

CONTRACTOR shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the SERVICES, provided that nothing in this CONTRACT is intended or should be construed to require CONTRACTOR to act or fail to act if such action or failure to act would be inconsistent with or penalised by (i) the laws and regulations of CONTRACTOR's or CLIENT's country of incorporation; (ii) the laws and regulations of the country of incorporation of any direct, indirect or parent CLIENT of CONTRACTOR or CLIENT; and (iii) the laws and regulations of the country in which the SERVICES are performed.

**15. INDEMNITIES**

**15.1 Personal Injury or Property Damage suffered by CONTRACTOR GROUP**

Except where caused by the gross negligence or wilful misconduct of CLIENT GROUP, CONTRACTOR shall be responsible for and shall save, indemnify, release, defend and hold harmless CLIENT GROUP accordingly from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a) loss of or damage to any property and/or equipment of CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by CONTRACTOR GROUP arising from or relating to the performance of the SERVICES or the CONTRACT; and
- b) personal injury, death or disease to any person employed by CONTRACTOR GROUP arising from or relating to the performance of the SERVICES or the CONTRACT.

**15.2 Personal Injury or Property Damage suffered by CLIENT GROUP**

Except where caused by the gross negligence or wilful misconduct of CONTRACTOR GROUP, CLIENT shall be responsible for and shall save, indemnify, release, defend and hold harmless CONTRACTOR GROUP from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a) loss of or damage to any property and/or equipment of CLIENT GROUP whether owned, hired, leased or otherwise provided by CLIENT GROUP arising from or related to the performance of the SERVICES or the CONTRACT; and
- b) personal injury, death or disease to any person employed by CLIENT GROUP arising from or relating to the performance of the SERVICES or the CONTRACT.

**15.3 Personal Injury or Property Damage suffered by THIRD PARTY**

- a) CONTRACTOR shall be responsible for and shall release, save, indemnify, defend and hold harmless CLIENT GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property or equipment of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR GROUP.





- b) CLIENT shall be responsible for and shall release, save, indemnify, defend and hold harmless CONTRACTOR GROUP from and against any claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property or equipment of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CLIENT GROUP.
- c) In the event such damage or injury is caused by the joint or concurrent negligence of CONTRACTOR and CLIENT, the loss shall be borne by each PARTY in proportion to its negligence.

## 16. INSURANCE

16.1 CONTRACTOR shall, at its own cost and expense, carry and maintain in full force throughout the term of this CONTRACT at least the following insurances with reputable and substantial insurers which has a security rating of at least an A.M. Best's ratings of "A-IX", or better. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows

- a) Comprehensive General Liability insurance covering bodily injury and/or death and/or property damage against any liability, loss, damage, claim, costs and expenses as may be required by the applicable laws and regulations or under any statute with a limit of liability USD 1,000,000.00 (United States Dollars One million) per occurrence combined single limit in compliance with all applicable laws; Number of occurrence is unlimited; but subject to an aggregate limit of not less than USD 10,000,000.00 (United States Dollars Ten million);
- b) Workman's Compensation insurance with a limit of USD 1,000,000 (United States Dollars One million) and Employer's Liability insurance with a limit of USD 1,000,000 (United States Dollars One million) to comply with all applicable laws of the country, state, territory or province having jurisdiction over the employee/workman, and employer's liability to cover all of PERSONNEL while engaged in the SERVICES;
- c) Professional Liability Insurance with minimum coverage of 100% of the CONTRACT PRICE; and
- d) Automobile Liability insurance covering owned, non-owned, hired and all vehicles furnished by CONTRACTOR or its PERSONNEL in accordance with applicable laws.

16.2 The insurance specified hereinabove is as minimum requirements and is not to be considered indicative of the ultimate amounts and types of insurance which CONTRACTOR must bear.

16.3 All policies shall if and to the extent permitted by applicable law and only with respect to the extent of the liabilities assumed by CONTRACTOR under this CONTRACT, name CLIENT GROUP as additional assureds. In addition, all of the policies listed under this Clause 16 without exception, shall contain waivers of rights of subrogation against CLIENT GROUP and use the following language:

*"The insurers hereby waive their rights of subrogation against DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED (referred to as "CLIENT") under that certain CONTRACT No.: \_\_\_\_\_ between CLIENT and [ ]*



*("CONTRACTOR"), and against any individuals, firms, or corporations for whom or with whom CLIENT may be acting."*

- 16.4 CONTRACTOR shall fully indemnify CLIENT GROUP against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission, which invalidates the said insurances.
- 16.5 CONTRACTOR, within thirty (30) Days after Effective Date, CONTRACTOR shall furnish CLIENT certificates of insurance and any renewal or extension thereto evidencing the type and scope of each insurance policy.

**17. CONSEQUENTIAL LOSS**

- 17.1 For the purposes of this Clause 17, the expression "CONSEQUENTIAL LOSS" shall mean any indirect, exemplary, special, incidental, punitive or consequential loss, including without limitation loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect arising from or related to the performance of this CONTRACT and whether or not such losses were foreseeable at the time of entering into this CONTRACT except to the extent such consequential, indirect, and/or special damages, loss of profits, loss of production, or loss of use are part of a THIRD PARTY CLAIM for which a party is seeking contribution or indemnification pursuant to this CONTRACT. For the purpose of this Clause, "THIRD PARTY CLAIM" shall mean any claim raised by a THIRD PARTY not claiming, directly or indirectly, by or through any member of CLIENT GROUP or CONTRACTOR GROUP.
- 17.2 Notwithstanding any provisions to the contrary elsewhere in this CONTRACT and except to the extent of any agreed liquidated damages or any termination fees provided for in this CONTRACT, CLIENT shall save, indemnify, release, defend and hold harmless CONTRACTOR GROUP from CLIENT GROUP's own CONSEQUENTIAL LOSS, regardless of cause and, CONTRACTOR shall save, indemnify, release, defend and hold harmless CLIENT GROUP from CONTRACTOR GROUP's own CONSEQUENTIAL LOSS, regardless of cause.

**18. FORCE MAJEURE**

- 18.1 No delay or failure of performance of any obligations under this CONTRACT by either PARTY shall constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by a force majeure event ("FORCE MAJEURE"). A FORCE MAJEURE is an event which is not within the control of the PARTY affected, with regard to which event such PARTY is without fault or negligence and which, by the exercise of reasonable diligence, such PARTY is unable to prevent or provide against.
- 18.2 Events or circumstances that could constitute a Force Majeure Event are limited to the following:
- a) Riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
  - b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c) Earthquake, flood, fire, explosion, Acts of God and/or other natural physical



disaster; but excluding weather conditions as such, regardless of severity, for which operational contingency plans exist ;

d) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY, its subcontractors or its suppliers and which affect a substantial or essential portion of the SERVICES;

e) Maritime or aviation disasters.

18.3 However, a FORCE MAJEURE shall not include any of the following events or circumstances:

a) Late performance by CONTRACTOR and/or SUBCONTRACTORS caused by a shortage of supervisors or labour, inefficiencies, or similar occurrences, unless caused by circumstances that are themselves FORCE MAJEURE and beyond both CONTRACTOR and SUBCONTRACTOR's and supplier's control, without fault or negligence of such affected party, and alternate acceptable source of services, equipment and material is unavailable;

b) Mechanical breakdown of CONTRACTOR's equipment or any THIRD PARTY's equipment, plant or machinery;

c) Financial distress of CONTRACTOR, or any SUBCONTRACTOR or any party;

d) Cumulative effect of recurring weather over time, including, but not limited to excessive cumulative rainfall and/or period of high relative humidity;

e) Changes to any general or local Statute, Ordinance, Decree, or other Law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law that render CONTRACTOR unable to perform the SERVICES.

18.4 In the event of occurrence of a FORCE MAJEURE, the PARTY that is or may be delayed in performing this CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.

18.5 Save as otherwise expressly provided in this CONTRACT, no additional payments of whatever nature shall be made in respect of a FORCE MAJEURE occurrence.

18.6 Following notification of a FORCE MAJEURE occurrence in accordance with Clause 18.4, the PARTIES shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimize the impact and effects of such an occurrence to either PARTY.

18.7 In the event that a FORCE MAJEURE occurrence causes the SERVICES to be halted for a period longer than thirty (30) days, the PARTIES shall meet and agree to:

a) extend the term of this CONTRACT in accordance with Clause 8.1, with appropriate adjustments to compensate for delayed completion; or

b) re-schedule the SERVICES.

Failing agreement either PARTY shall be entitled to terminate this CONTRACT in accordance with Clause 19.1.5.

## 19. TERMINATION AND SUSPENSION OF THE CONTRACT

### 19.1 TERMINATION

19.1.1 CLIENT has the right to terminate this CONTRACT upon the following cases:

- a) For its convenience at any time and without giving any reason thereof by giving at least thirty (30) days advance written notice to CONTRACTOR;
- b) In the event of substantial material breach by CONTRACTOR of the terms or conditions of this CONTRACT, CLIENT shall be entitled to terminate this CONTRACT with immediate effect. Those defaults shall be included but not limited as below:
  - CONTRACTOR breaches any of its obligations and warranties under this CONTRACT;
  - CONTRACTOR fails to perform the SERVICES as required under this CONTRACT;
  - A representation made by CONTRACTOR in this CONTRACT is untrue or incorrect;
  - CONTRACTOR fails to obtain necessary approvals from governmental regulatory; or
  - CONTRACTOR loss of professional licensure necessary to perform the SERVICES in any locations where the SERVICES are to be performed.
- c) CONTRACTOR voluntarily or otherwise enters into dissolution, liquidation or into any other proceedings including bankruptcy or insolvency proceedings or makes any arrangements or other composition with its creditors or takes or suffers any similar consequences or action in consequence of debt or any equivalence of the above occurs under the laws of any country governing CONTRACTOR.

19.1.2 In case of termination of CONTRACT by CLIENT for its convenience pursuant to Clause 19.1.1(a), CLIENT shall pay CONTRACTOR for the part of the SERVICES satisfactorily completed before the termination date and for any other direct, auditable and documented costs reasonably incurred by CONTRACTOR in complying with CLIENT's instructions to terminate the CONTRACT in accordance with Clause 10 and EXHIBIT II – COMPENSATION. All such costs referred to in this Clause 19.1.2 shall be subject to audit and agreed between the PARTIES at the time of termination. The amounts payable by CLIENT under this Clause 19.1.2 shall not in aggregate exceed the value of completed SERVICES stated in this CONTRACT that is terminated at the termination date. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

19.1.3 In the event of CLIENT giving CONTRACTOR notice of termination of all or any part of the SERVICES or this CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon CONTRACTOR shall immediately:

- a) cease performance of the SERVICES or such part thereof as may be specified in the notice;
- b) assign to CLIENT, or its nominee, to the extent desired by CLIENT all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the SERVICES which CONTRACTOR may have acquired or entered into; and
- c) return all TECHNICAL DOCUMENTS and deliver to CLIENT all those DELIVERABLES produced by CONTRACTOR up to the date of termination regardless of their stage of completion together with inventories thereof.

19.1.4 In the event of termination of part or all of the SERVICES or the CONTRACT in



accordance with Clause 19.1.1(b) or Clause 19.1.1(c) the following conditions shall apply:

- a) CONTRACTOR shall cease to be entitled to receive any money or monies on account of this CONTRACT until the costs of completion and all other costs arising as a result of CONTRACTOR's default or other events giving rise to the termination have been finally ascertained;
- b) Thereafter and subject to any deductions that may be made under the provisions of this CONTRACT, CONTRACTOR shall be entitled to payment only as set out in EXHIBIT II – COMPENSATION for the part of the SERVICES completed in accordance with the CONTRACT up to date of termination. CONTRACTOR shall refund to CLIENT all payments made by CLIENT for SERVICES performed that did not meet the requirement of this CONTRACT. Furthermore, CONTRACTOR shall be liable for any extra costs reasonably incurred by CLIENT in obtaining completion of that part of the SERVICES which remained incomplete as at the date of termination; and
- c) Any additional costs reasonably incurred by CLIENT as a direct result of such termination shall be recoverable from CONTRACTOR.

19.1.5 In the event that a single period of FORCE MAJEURE continues longer than thirty (30) days unless the PARTIES have agreed alternative arrangements as described in Clause 18.7, then either PARTY shall be entitled to terminate this CONTRACT by giving the other PARTY ten (10) days written notice of termination and the PARTIES shall have no additional obligations to each other as a result of said termination, other than CLIENT's obligation to pay monies due to CONTRACTOR for the part of the SERVICES that has been satisfactorily completed up to the termination date.

## 19.2 SUSPENSION

19.2.1 CLIENT shall have the right, by written notice to CONTRACTOR, to suspend the SERVICES or any part thereof to the extent detailed in the notice, for any of the following reasons:

- a) To suit the convenience of CLIENT;
- b) Subject to Clause 19.2.3 below, in the event of a default on the part of the CONTRACTOR; or
- c) If suspension is necessary for the proper execution or safety of the SERVICES or persons.

19.2.2 Upon receipt of any such written notice, CONTRACTOR shall, unless instructed otherwise:

- a) Discontinue the SERVICES or the part of the SERVICES detailed in the notice, on the date and to the extent specified; and
- b) Take steps to secure and protect the SERVICES completed prior to suspension as may be required by CLIENT.

## 20. RESOLUTION OF DISPUTES

20.1 Any dispute between CLIENT and CONTRACTOR in connection with or arising out of the CONTRACT or the SERVICES shall be amicably settled by the PARTIES.

20.2 If the dispute cannot be settled by direct negotiations within thirty (30) DAYS of initiation of the resolution process, either PARTY may initiate mediation by giving notice to the other PARTY. Mediation shall be attended by an individual(s)

representing each PARTY with decision-making authority and the proceeding shall take place in Vietnam.

- 20.3 If such dispute or difference of any kind whatsoever cannot be resolved by the PARTIES as set out in Clause 20.2 above, it shall be finally settled by the Vietnam International Arbitration Centre (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its Rules of Arbitration. The number of arbitrators shall be three (3) of whom one (1) arbitrator shall be appointed by CLIENT, one (01) arbitrator shall be appointed by CONTRACTOR and the remaining arbitrator who will be the chairman of arbitral tribunal shall be appointed by the Chairman of VIAC. If either PARTY fails to make an appointment within thirty (30) days of a request to do so by the other, their arbitrator shall be appointed by the Chairman of the VIAC. The place of the arbitration shall be in Ho Chi Minh City, Vietnam. The language of the arbitration shall be in English. The written decisions and conclusions with respect to the disputes (including as to costs) so settled shall be final and binding on the PARTIES.

## **21. SAFETY, HEALTH, ENVIRONMENTAL PROTECTION**

- 21.1 CLIENT places prime importance on health, safety and environmental issues and requires that CONTRACTOR, PERSONNEL, SUBCONTRACTOR and their subcontractors subscribe to and actively pursue industry standards of HSE performance.
- 21.2 CONTRACTOR shall comply with all health, environmental and safety laws and regulations in COUNTRY or as required under the jurisdiction of any WORK SITE outside COUNTRY.
- 21.3 CONTRACTOR shall comply with the Contractors Health, Environmental and Safety Guidelines as per EXHIBIT I – SCOPE OF SERVICES.
- 21.4 CONTRACTOR shall be responsible for ensuring that all PERSONNEL, SUBCONTRACTOR, their subcontractors and its and their personnel understand and operate in accordance with the principles and requirements of the HSE provisions and those similar standards apply to SUBCONTRACTORS' and their subcontractors' HSE management systems and HSE performance.

## **22. SECURITIES**

NOT APPLICABLE

## **23. LIQUIDATED DAMAGES**

- 23.1 If CONTRACTOR fails to complete the SERVICES in full and on time or delivering the SERVICES in full and on time under this CONTRACT, and pursuant to EXHIBIT III, CLIENT shall have the right to recover either directly from CONTRACTOR or by deducting from any monies due or which become due to CONTRACTOR, in an amount up to one percent (1%) of the performed Services for each week of delay or part of a week which elapses between the agreed completion date(s) under this CONTRACT and the actual completion date(s).
- 23.2 The maximum aggregate amount of liquidated damages under this CONTRACT shall be eight percent (8%) of the CONTRACT PRICE. CONTRACTOR agrees that this right of claim for late completion does not prejudice or bar CLIENT's right to claim damages of other breaches.
- 23.3 The rate of agreed and liquidated damages is not subject to any alteration by arbitration

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or any THIRD PARTY. CLIENT reserves the right to terminate this CONTRACT and shall have the right to deduct the agreed sum as liquidated damages from the CONTRACTOR's invoices while effecting payment or any money due the CONTRACTOR. If CLIENT does not deduct the sum of money of agreed and liquidated damages from the CONTRACTOR's invoices, CONTRACTOR shall pay within fifteen (15) days upon the CLIENT's first written request.

- 23.4 The PARTIES agree and acknowledge that the liquidated damages described in this Clause 23 represent a good faith and reasonable pre-estimate of loss reasonably anticipated to be incurred by CLIENT resulting from CONTRACTOR's delay in achieving the milestones referenced in those provisions.

**24. AGGREGATE OF LIABILITY**

Save and except for claims under Clause 11 (Tax), Clause 15 (Indemnities), Clause 16 (Insurance) and Clause 17 (Consequential Loss), CONTRACTOR's cumulative liability hereunder in respect of liabilities incurred pursuant to this CONTRACT shall not exceed in aggregate 100% of CONTRACT PRICE.

**25. GENERAL PROVISIONS**

**25.1 Waiver**

None of the terms and conditions of this CONTRACT shall be considered to be waived by either CLIENT or CONTRACTOR unless a written waiver is given by one PARTY to the other. No failure on the part of either PARTY to enforce any of the terms and conditions of this CONTRACT shall constitute a waiver of such terms.

**25.2 Retention of Rights**

Subject to the provisions of Clauses 9, 15 and 20 unless otherwise specifically stated in this CONTRACT, both CLIENT and CONTRACTOR shall retain all rights and remedies, both under this CONTRACT and at law, which either may have against the other. CONTRACTOR shall not be relieved from any liability or obligation under this CONTRACT by any review, approval, authorisation, acknowledgement or the like, by CLIENT.

**25.3 Independence of CONTRACTOR**

CONTRACTOR shall act as an independent contractor with respect to the SERVICES and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by CLIENT.

**25.4 Governing Law**

The validity, construction, interpretation, and effect of this CONTRACT shall be governed by the laws of Vietnam excluding any choice of the law rules which would otherwise require the application of the laws of any other jurisdiction.

**25.5 Notices**

All Notices in respect of this CONTRACT shall be given in writing and delivered by hand, by telefax or by first class post to the receiving PARTY and copied to such other office or offices of the PARTIES as shall from time to time be nominated by them in writing to the other.

Such Notices shall be effective:

- a) if delivered by hand, at the time of delivery;

- b) if sent by telefax, on the first working day at the recipient address following the date of sending;
- c) if sent by first class post or courier (such as FedEx), at the time of delivery.

Notices shall be sent to the authorized representatives and contact information of each PARTY are as set out in EXHIBIT I – SCOPE OF SERVICES.

25.6 Status of CLIENT

- a) CONTRACTOR agrees to look only to CLIENT for the due performance of this CONTRACT and nothing contained in this CONTRACT will impose any liability upon, or entitle CONTRACTOR to commence any proceedings against any co-venture other than CLIENT;
- b) CLIENT is entitled to enforce this CONTRACT on behalf of all co-venture as well as for itself. For that purpose, CLIENT may commence proceedings in its own name to enforce all obligations and liabilities of CONTRACTOR and to make any claim which any co-venture may have against CONTRACTOR, subject always to the limitations and exclusions of liability under this CONTRACT.

25.7 Audit

CLIENT shall have access to the accounting records and other documents maintained by CONTRACTOR which relate to this CONTRACT, and shall have the right to audit such records at any reasonable time or times during the term of this CONTRACT or within three (3) years after termination of this CONTRACT by giving written notice at least seven (7) days prior to the audit.

25.8 Mitigation of loss

Both CLIENT and CONTRACTOR shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other PARTY.

25.9 Extent of exclusion or limitation of liability

Any exclusion or limitation of liability under this CONTRACT shall exclude or limit such liability not only in contract but also otherwise at law.

25.10 Invalidity and severability

If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. CLIENT and CONTRACTOR hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

25.11 Amendment

No amendment to this CONTRACT is effective unless made in writing and signed by authorized representatives of both PARTIES.

25.12 Public Announcement

Members of CONTRACTOR GROUP shall consult with CLIENT with regard to all press releases, promotional or advertising materials and other announcements concerning this CONTRACT or the transactions contemplated by this CONTRACT. Except as may be required by applicable laws or the applicable rules and regulations



of any governmental agency or stock exchange, members of CONTRACTOR GROUP shall not issue any press release or other announcements without the prior written consent of CLIENT, if so granted.

**26. CONTINUING OBLIGATIONS AND SURVIVAL**

In the event of termination or expiration of this CONTRACT, for any reason, any provision which by its own express terms reflects an intent that it shall continue to apply and survive beyond the term of this CONTRACT shall continue in full force and effect.

**SIGNATORIES**

This CONTRACT shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this CONTRACT to be executed in four (04) originals in their respective corporate names by their respective officers, thereunder duly authorised, as of the date and year first above written.

**For and on behalf of CLIENT**

**For and on behalf of CONTRACTOR**

\_\_\_\_\_  
Name :

Designation :

\_\_\_\_\_  
Name :

Designation :

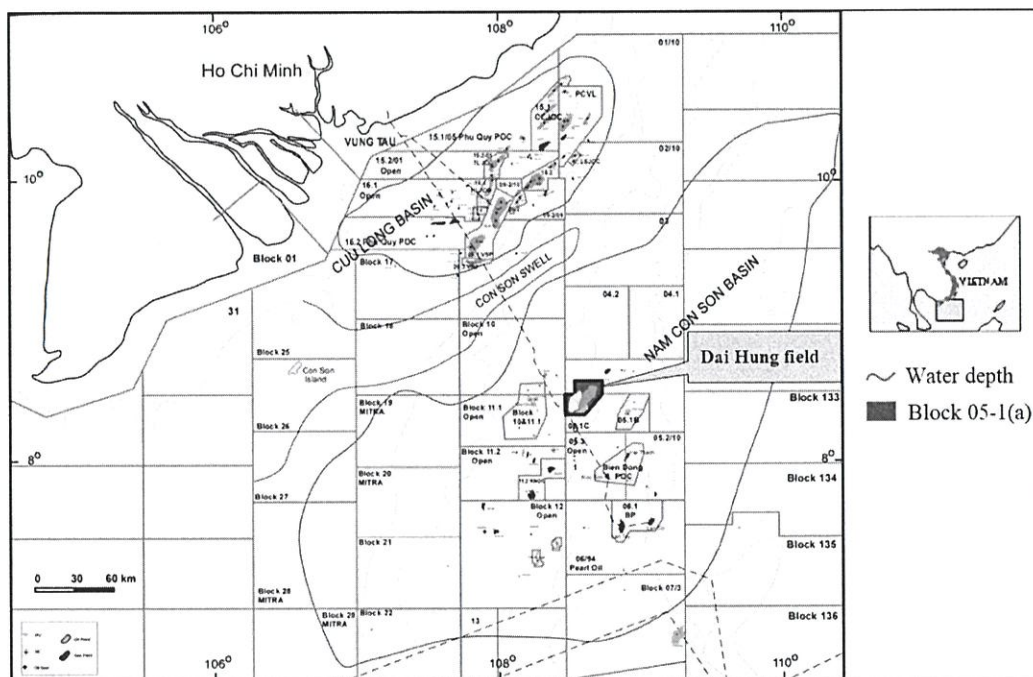
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## EXHIBIT I: SCOPE OF SERVICES

### Section 1: Introduction

Dai Hung Nam (DHN) area is located in the southern part of Dai Hung oil field of Block 05-1(a), approximately 250 km from the coastline of the South-Eastern Vietnam and is situated in a water depth of 110 m (average). Block 05-1(a) has been operated by PVEP since 2003. The center of DHN is located approximately 3.5 km from the existing WHP-DH02 and 7.5 km from the current location of the FPU.

The location map of Block 05-1(a) is as hereunder in Figure 3.1.1.



**Figure 1.1: Block 05-1(a) Field Location**

### 1.1 FACILITIES

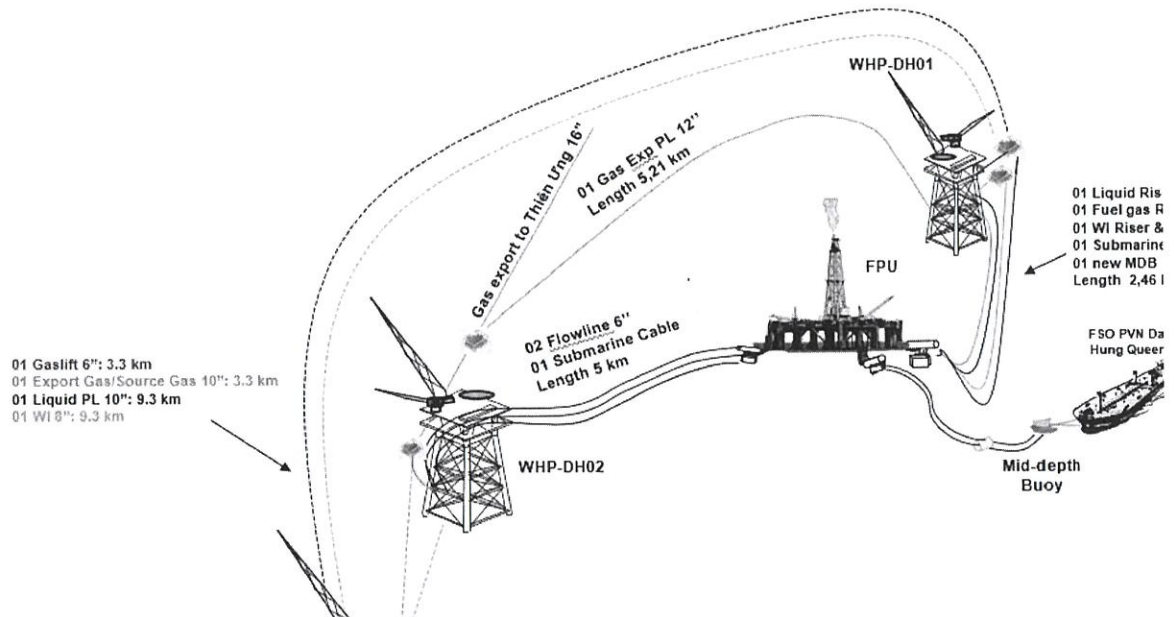
The field facilities in Dai Hung Nam Field Development are as follows:

- New unmanned wellhead platform WHP-DHN located near WHP-DH02. WHP-DHN will be designed with 11 well slots for drilling by jack-up rig. Full wellstream of WHP-DHN will be routed to a Production Separator (on WHP-DHN) then the separated liquid is transported to FPU for further processing, a separated associated gas is exported to BK-TNG.
- Infield Pipelines:
  - + One Liquid rigid pipeline, transporting separated liquid from WHP-DHN to FPU through subsea tie-in point of existing 10" liquid flowline from WHP-DH01 to FPU.
  - + One Gaslift rigid pipeline, transporting gaslift from WHP-DHN to WHP-DH02.
  - + One Export gas/source gas, transporting separated associated gas/source gas from WHP-DHN to subsea tie-in point of 16" existing export gas pipeline at WHP-DH02 and via versa.



- + One Water injection rigid pipeline, transporting water injection from FPU to WHP-DHN through subsea tie-in point of existing 8" water injection flowline from FPU to WHP-DH01.
- Modification works on WHP-DH02, and FPU for connection and processing.

Scheme of Dai Hung Nam Field Development is presented as below.



**Figure 1.2: Dai Hung Nam Field Development Scheme**

#### a) Wellhead Platform WHP-DHN

*The Jacket consist of the following component parts:*

- The jacket shall be a 4-leg substructure located in a water depth of 108.70 m below MSL and secured to the seabed by 8 nos. skirt piles.
- Two (2) docking piles will be pre-installed at the Subsea Drilling Template. Afterwards, the jacket will be installed above the Subsea Drilling Template via the docking piles.
- Drilling deck
- The WHP-DHN jacket shall accommodate the following appurtenances:

Items	Present Requirements	Future Requirements
Conductors	<ul style="list-style-type: none"> <li>• 8 nos. of 36" (914 mm)</li> <li>• 3 nos. of 30" (762 mm)</li> <li>• 1 no. of 20" (508 mm)</li> </ul>	-
Risers	<ul style="list-style-type: none"> <li>• 1 no. of 6" for Gaslift Riser</li> <li>• 1 no. of 8" for Water Injection Riser</li> <li>• 1 no. of 10" for Gas Riser</li> </ul>	<ul style="list-style-type: none"> <li>• 2 nos. of 10" Risers</li> </ul>

Items	Present Requirements	Future Requirements
	• 1 no. of 10" for FWS Riser	
J-tube	-	• 1 no. of 10" J-tube
Boat Landing	• 1 main and 1 auxiliary at opposite direction (Row 1 & Row 2)	-

*The Topside shall comprise of the following primary process and utility systems:*

- Wellheads (including WHCP and HPU).
- Manifolds (Production and Test manifold, Gaslift and Water Injection).
- Production Separator.
- Test Separator.
- Production Gas Cooler.
- Production Gas Scrubber.
- Gaslift Compressor Package.
- Pigging Facilities (Production Pig Launcher) & temporary Gas lift Pig Launcher.
- Flare system
- Closed Drain System.
- Open Drain System.
- Chemical Injection System.
- Back-up Chemical Injection System.
- Services and Potable Water System.
- Nitrogen Generation System.
- Fuel Gas System.
- Instrument Air System.
- Utility Air system.
- Gas Engine Generator.
- Standby Diesel Generator.
- Diesel System.
- Pedestal Crane.
- Power Distribution System.
- Future Booster Pump
- Deck Integrated Fire Fighting System.

WHP-DHN shall be connected with the existing facilities by the following pipelines:

- Liquid pipeline from WHP-DHN to FPU via WHP-DH01 export pipeline.
- Water injection from WHP-DH01 to WHP-DHN.
- Makeup /export Pipeline Gas from WHP-DH02 to WHP-DHN



- Export gaslift from WHP-DHN to WHP-DH02.

Spare spaces for Liquid booster pumps and Tie-in for future shall be provided.

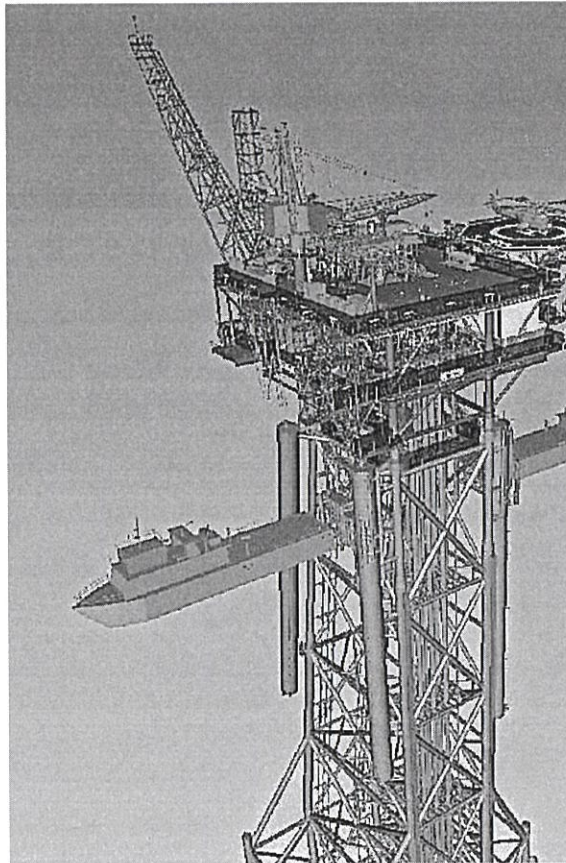


Figure 1.3: 3D Modeling for Wellhead Platform WHP-DHN

**b) Infield subsea pipeline:**

The scope of work for the subsea rigid pipeline systems of Dai Hung Nam Project includes:

- **8-inch Water Injection (WI) Pipeline** ~ 9.3km from WHP-DH01 to WHP-DHN, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends and a crossing over existing 16-inch Gas Export Pipeline;
- **10-inch Production (FWS) Pipeline** ~ 9.3km from WHP-DHN to WHP-DH01, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends, a crossing over existing 16-inch Gas Export Pipeline and a piggable wye at WHP-DH01;
- **10-inch Source Gas (SG) Pipeline** ~ 3.3km from WHP-DH02 to WHP-DHN, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends and a subsea barred tee at WHP-DH02;
- **6-inch Gaslift (GL) Pipeline** ~ 3.3km from WHP-DHN to WHP-DH02, including a riser at WHP-DHN and subsea tie-in spools at both pipeline ends;
- **02 (two) 10-inch Future Risers** at WHP-DHN.

**c) Modifications**

Modification works on WHP-DH02 and FPU for connection and processing.

An EpCI Contract (Detailed engineering, Procurement of equipment and materials, Fabrication, Load-out, Transportation, Installation, Hook-up, commissioning, and start-up assistance) is going to award to VIETSOVPETRO (VSP). The location for the performance of different elements of the scope is as follows:

Scope Area	Work Location
Project Management	Ho Chi Minh City, Vietnam (PVEP POC Office and Site Office at fabrication yard) during EpCI execution Stage
Engineering	Malaysia, Ho Chi Minh City
Procurement	
Jacket, piles & <u>appurtenances</u> fabrication	Rach Dua Ward, Ho Chi Minh City-Viet Nam
Topside modules & <u>appurtenances</u> fabrication	Rach Dua Ward, Ho Chi Minh City-Viet Nam
Jacket <u>including docking piles, jacket piles, drilling deck &amp; appurtenances</u> , and Topside modules, helideck & <u>appurtenances</u> , and Rigid pipelines & <u>appurtenances</u> Offshore Installation	Offshore Vietnam
Offshore HUC	Offshore Vietnam
DH02 and FPU Modification	Offshore Vietnam

## **Section 2: Extent of Services**

CONTRACTOR shall perform the Services to satisfy the requirements of CLIENT's Construction All Risk insurance agreements. The CONTRACTOR shall be required to verify the load-out, transportation and installation activities associated with the constructed facilities for Dai Hung Nam project to the satisfaction of the insurance underwriters:

- Insurance broker: TBA
- Insurer: TBA
- Leading Underwriters: TBA

In order to provide this service, the CONTRACTOR will be required to verify the detailed engineering (where required) associated with load-out, sea-fastening, transportation and installation of the Dai Hung Nam facilities. They will also be required to witness and approve all marine operations associated with loading-out, sea-fastening, transporting, and installing the Dai Hung Nam facilities.

In performing the Services for the Dai Hung Nam project the CONTRACTOR shall:

- Comply with, incorporate and include, as appropriate, but not limited by, the general requirements set forth in Section 3 and the specific review, attendance and certification requirements set forth in Section 4 herein. CLIENT may request CONTRACTOR to conduct additional Services as set forth in Section 5 herein.
- Provide all required resources and do everything necessary to expeditiously perform and complete its Work satisfactorily in accordance with this SoW and the MWS Contract.



- For the duration of the Work, assign the necessary qualified and experienced personnel, equipment, supervision, tools and all materials, supplies, and other resources required to realise the objectives of this SoW.
- Ensure that this SoW is executed in a manner that protects the Health, Safety & Environment (HSE) of all personnel involved in the Work, as well as the general public. All activities shall be conducted to minimise any deleterious effect on the environment and meet CLIENT requirements and Vietnamese regulations.
- Demonstrate excellence in Health, Safety, Environment Management including technical integrity aspects through to occupational health and safety controls and standards of performance during all physical Work phases. Manage the SoW in accordance with CLIENT HSE requirements.
- Execute all aspects of the SoW in accordance with recognised industry standards and in strict compliance with its approved Quality Management System (QMS) for such SoW.
- Participate in CLIENT risk and safety management activities for technical and schedule risk assessments and report CONTRACTOR's progress in prioritising and mitigating identified risks to CLIENT.
- Execute the Work in strict accordance with the MWS Contract and this SoW, including staffing requirements and selection, QA management and controls and planning and schedule management and controls.

### **Section 3: General requirements**

#### **3.1. Objective of Services.**

In general, the Services provided by the CONTRACTOR are to ensure that all equipment and vessels & barges associated with load-out, sea-fastening, transportation and installation activities are fully operational and able to be used within their safe working limits for the range of environmental conditions expected to be encountered. Where applicable, limiting environmental criteria for critical marine operations shall be prior to multi-agreed with CLIENT and the marine superintendent of CLIENT's execution contractor prior to mobilization of the equipment and vessels to the Offshore Installation Site.

To meet the objective of the Services, the CONTRACTOR shall review documentation and attend and approve, as appropriate, the marine related operations detailed herein, together with any other operations not so detailed that contain significant marine risk, in which CLIENT and CLIENT's insurance underwriters have an interest.

#### **3.2. Project Management.**

The CONTRACTOR shall appoint a Senior surveyor/Senior project engineer who shall be the point of contact with CLIENT for the day to day administration of the work and who will be responsible for administration, dealing with enquiries, clarifications, correspondence, invoicing and all other matters related to the management of the Services. The CONTRACTOR shall perform the Services using only those key personnel that have been prior approved and authorized by CLIENT. The general requirement for project key personnel are as below:

##### **3.2.1 Project Manager:**

- Minimum 15 years in offshore oil & gas MWS services.
- MWS project manager for 3 similar projects (i.e. jacket launching, topside lifting, offshore pipelines installation) of which at least 1 project in Vietnam.
- Certified Marine Warranty Surveyor by internationally recognized organization such as Society of Offshore Marine Warranty Surveyor

##### **3.2.2 Engineering Manager:**

- Minimum 15 years in offshore oil & gas engineering services



- MWS engineering manager for minimum 3 offshore construction projects of which at least 1 similar project (i.e. jacket launching, topside lifting, offshore pipelines installation).
- Certified Marine Warranty Surveyor by internationally recognized organization such as Society of Offshore Marine Warranty Surveyor

3.2.3 Project Coordinator:

- Minimum 10 years in offshore oil & gas MWS services
- MWS project coordinator for minimum 3 offshore construction projects of which at least 1 similar project (i.e. jacket launching, topside lifting, offshore pipelines installation).
- Certified Marine Warranty Surveyor by internationally recognized organization such as Society of Offshore Marine Warranty Surveyor.

3.3. General Interface Requirements.

The CONTRACTOR shall attend interface meetings with CLIENT, CLIENT's insurance underwriter, and as necessary, CLIENT's execution contractor(s) at intervals to be agreed with CLIENT. At such meetings the parties shall agree key risk milestones and appropriate dates for review of the project scope and its development as well as project documentation.

3.4. Pre-mobilization Planning / Safety Meetings.

When requested by CLIENT, the CONTRACTOR shall attend any pre-mobilization planning and / or safety meetings arranged prior to any key marine risk operation and shall provide input into any marine operation HAZOP or HAZID and contingency planning associated with such key marine risk operation.

3.5. Initial Document List Review.

This Scope of Services contains a preliminary listing of documents to be produced by CLIENT's execution contractor(s) that relate to marine operations which are anticipated to require review by the CONTRACTOR during the performance of the Services.

The CONTRACTOR shall carry out a review of the preliminary listing to verify the comprehensiveness of the list and agree with CLIENT on any additions or deletions to the list. Once agreed, changes to the list, if any, will be addressed during the periodic interface meetings referenced in Section 3.3.

3.6. Reporting Requirements.

The CONTRACTOR shall adhere to the following reporting requirements:

- a) Monthly Reports: A monthly report to be issued to CLIENT by the 5<sup>th</sup> working day of each month, reporting the previous month's activity up to a cutoff date on the last Friday of the month. The monthly report shall include a register of documents and deliverables reviewed and shall report any pre-mobilization inspections and load-outs attendance, along with any attendance offshore during installation and any certificates issued, etc.
- b) Offshore Daily Reports: Daily reports to be issued to CLIENT by 08:00 am the following day during any attendance offshore.

**Section 4: Review, Attendance and Certification Requirements**

4.1. General.

With respect to the Scope of Services detailed in Section 5 herein, the CONTRACTOR shall comply with and satisfy the engineering and document review, attendance and certificate issuance requirements as set forth in this Section 4.

4.2. Engineering and Document Reviews.

The CONTRACTOR shall review such engineering analyses and calculations required to support, or be included in, procedures, manuals and other documents produced by CLIENT's execution contractor(s), as are necessary to demonstrate the safe execution of all load-out, sea-fastening, transportation, and



installation operations. Such document reviews to include both “Issued for Comment” (IFC) revisions, which are to be carried out concurrent with CLIENT’s review and “Approved for Construction” (AFC) revisions.

Such document reviews to include but not limited to:

- a) Load-out Procedures / Manuals: The engineering analysis and document review to include, as appropriate, the load-out sequence of operation, handling arrangements, lifting arrangements (including padeye/trunnions and sling details), jacking / skidding arrangements, trailer arrangements, grillage arrangements, ballast plans and verification of quay strength, vessel/barge strength and vessel/barge intact and damaged stability during all phases of the load-out operation.
- b) Transportation Procedures / Manuals: The engineering analysis and document review to include, as appropriate, the proposed tow routes and tow contingency plans, sea-fastening arrangements, bollard pull requirements and verification of vessel/barge strength and vessel/barge intact and damaged stability during all phases of the transportation operation.
- c) Installation Procedures / Manuals: The engineering analysis and document review to include, as appropriate, the installation sequence of operation and contingency plans, installation vessel thruster reliability and operational procedures, launching/wet towing/ upending/lifting procedures (including pad-eyes/trunnions and sling details), ballasting procedures, station keeping, and mooring arrangements during all phases of the installation operation. In particular, the document review shall include the sequence and pattern of laying anchors and temporary moorings for the positioning of the heavy lift vessel/barge or other installation vessels (if not dynamically positioned) in the vicinity of existing offshore facilities.
- d) Rigid pipeline/ Field Data Books: The engineering and document review to include all applicable field data and, as appropriate, the installation sequence of operation and contingency plans including abandonment and recovery, repair procedures, free span correction procedure, tie-in procedures cleaning gauging, pigging, pressure testing and dewatering procedures, station keeping and mooring arrangements during all stages of the installation operation. In particular, the document review shall include the sequence and pattern of laying anchors and temporary moorings for the positioning of the pipe lay barge in the vicinity of existing offshore facilities.
- e) Offshore Hook up and commissioning: The engineering and document review to include all sequence and pattern of laying anchors and temporary moorings for the Accommodation barge/ vessel/ lift boat positioning during HUC.

#### 4.3. Pre-mobilization Vessel/barge Suitability Surveys.

The CONTRACTOR shall carry out a suitability survey on all launching/transportation barges, towing tugs, support tugs, anchor handling tugs, diving support vessels/barges, derrick barges/vessels, pipe-lay barges/vessels, accommodation barge/vessel and other marine construction vessels that are intended to be used in the performance of marine operations well in advance of mobilization. Such surveys are to include a review and witness of the current registration certificates for the vessel being surveyed and any lifting or other normally certified equipment onboard the vessel.

CONTRACTOR, where requested by CLIENT, shall provide additional services for the Pre-mobilization Vessel Suitability Surveys and on/off hire surveys of the marine vessels as described in Section 5.3, herein.

#### 4.4. Mobilization Inspection and Load-out Attendance.

For each designated load-out and transportation of fabricated or critical components to the Installation Site, the CONTRACTOR shall:

- a) Carry out a mobilization inspection of the launching/transportation barge(s), tow tug(s) and towing equipment and any other marine vessels/tugs and equipment required for each load-out and transportation operation.
- b) Inspect any grillage or other barge strengthening required for the load-out concerned for compliance with the approved barged strengthening drawings; and
- c) Attend the load-out operation and where the designated issue a certificate of approval prior to the commencement of load-out activities.

For marine transport operations it is anticipated that the mobilization inspection will be carried out in conjunction with the load-out attendance.

#### 4.5. Mobilization Inspection – Marine Installation vessels/barges.

For marine installation vessels/barges not involved in a load-out and transport operation, the CONTRACTOR shall carry out a mobilization inspection of the vessel/barge immediately prior to its departure for the Installation Site. Such mobilization inspections shall include, but not limited to, any nominated derrick vessel/barge, pipe-lay vessel/barge, and any support tugs, diving support vessels, accommodation support vessel/barge and the like.

#### 4.6. Sail-away Attendance.

For each designated load-out and transportation of fabricated or critical components to the Installation Site, the CONTRACTOR shall:

- a) Inspect the sea-fastenings for compliance with the approved sea-fastening drawings; and
- b) Attend the sail-away and issue the sail-away certificate of approval to signify clearance to sail.

#### 4.7. Installation Attendance.

For each designated inshore or offshore marine activity involving the launching, wet towing, upending, lifting, laying or setting of fabricated or critical components, the CONTRACTOR shall provide attendance on the marine installation vessel/barge and issue the cut sea-fastening certificate of approval to signify clearance for the marine installation operation to proceed.

#### 4.8. Issuance of Certificates.

The CONTRACTOR shall provide the original and one copy of all certificates to CLIENT's authorized representative at each respective site.

#### 4.9. Review, Attendance and Certification Summary.

The specific requirements for engineering and document review, attendance and reporting, and certificate issuance varies for different elements of the execution scope of work. A summary of the requirements specific to the following principal elements of the execution scope of work is given in the Table 4.9.1 herein:

- Loading / Unloading of Procurement Transits.
- Fabricated Assembly Transits.
- Shipped Loose Material / Fabricated Components Transits.
- Rigid pipelines including tie-in spools & barred tee spool, Concrete mattress, and Ship Loose Material Transits; and
- Installation & Support vessels/tugs/barges mobilization.
- Offshore Installation activities



<b>Table 4.9.1</b> <i>Review, Attendance and Certification Summary</i>			
Execution Scope of Work Element / Activity	Eng. & Document Review	Attend / Report	Issue of Certificate of Approval
<b>Fabricated Assembly Transits:</b>			
Load-out Procedure / Manual	X		
Transportation Procedure / Manual	X		
Installation Analysis/ Procedure / Manual	X		
Pre-mobilization Vessel/barge Suitability Survey		X	
Mobilization Insp., Load-out Attendance & Cert.		X	X
Sail-away Attendance / Sail-away Cert.		X	X
Installation Attendance / Cut Sea-fastening Cert.		X	X
<b>Shipped Loose Material / Fabrication Component Transits:</b>			
Load-out Procedure / Manual	X		
Transportation Procedure / Manual	X		
Installation Analysis/ Procedure / Manual	X		
Pre-mobilization Vessel/barge Suitability Survey		X	
Mobilization Insp., Load-out Attendance & Cert.		X	X
Sail-away Attendance / Sail-away Cert.		X	X
Installation Attendance / Cut Sea-fastening Cert.		X	X
<b>Rigid Pipelines Material Transits:</b>			
Load-out Analysis / Procedure / Manual	X		
Transportation Analysis / Procedure / Manual	X		
Installation Analysis/ Procedure / Manual	X		
Field Data Books	X		
Pre-mobilization Vessel/barge Suitability Survey		X	
Mobilization Inspection and Load-out Attendance & Cert		X	X
Sail-away Attendance / Sail-away Cert.		X	X
Installation Attendance		X	X
Flushing, Cleaning, Gauging, Hydrotesting		X	X
Dewatering/dry	X	X	X
<b>Hook up and Commissioning</b>			
Mooring analysis/ procedures/manuals	X		



<b>Table 4.9.1</b> <b><i>Review, Attendance and Certification Summary</i></b>			
Execution Scope of Work Element / Activity	Eng. & Document Review	Attend / Report	Issue of Certificate of Approval
Mooring setup attendance		X	X
<b>Marine spread mobilization:</b>			
Pre-mobilization Vessels/barges suitability survey		X	
Mobilization Inspection		X	
<b>Brownfield scope on WHP-DH02 and FPU</b>			
Load-out Procedure / Manual for the Produced water flash drum & Oily water hydrocyclone & Electrical pipeline flushing water pump & Diesel pipeline flushing water pump (For FPU) and Gaslift Scrubber & Chemical Injection package (For WHP-DH02)	X		
Transportation Procedure / Manual for the Produced water flash drum & Oily water hydrocyclone & Electrical pipeline flushing water pump & Diesel pipeline flushing water pump (For FPU) and Gaslift Scrubber & Chemical Injection package (For WHP-DH02)	X		
Installation Procedure / Manual for the Produced water flash drum & Oily water hydrocyclone & Electrical pipeline flushing water pump & Diesel pipeline flushing water pump (For FPU) and Gaslift Scrubber & Chemical Injection package (For WHP-DH02)	X		
Pre-mobilization Vessel/barge Suitability Survey		X	
Mobilization Inspection and Load-out Attendance		X	X
Sail-away Attendance / Sail-away Cert.		X	X
Installation Attendance		X	X



## **Section 5: Scope of Services.**

### **5.1. General.**

Details of the scope of Services in terms of the principal number of transits of fabricated assemblies, line pipe, docking piles, jacket piles, Topsides modules shipped loose project material, installation vessels/barges and other installation support vessels for which the CONTRACTOR is required to review, attend and certify, as appropriate, is provided in summary details in the Annex(s) of this Scope of Services. For each transit, the summary provides such key parameters as:

- The approximate weight of fabricated assembly or length of pipeline, docking piles, Jacket piles or other suitable unit of measure to quantify the item to be transported.
- The transit origin and destination.
- The load-out or loading arrangement at the point of origin.
- The unloading and / or installation arrangement at the point of destination; and
- Any other pertinent details.

### **5.2. Base Scope of Services.**

Summary details of the principal transits for the base scope of Services for Dai Hung Nam Project are provided in Annex to of this Scope of Services.

### **5.3. Optional Scope of Services. (NOT APPLICABLE)**

## ANNEX 1

### PRINCIPAL TRANSIT SUMMARY DAI HUNG NAM PROJECT

Item	Execution Scope of Work Element	Unit	Qty.	Load Arr.	Transit		Unload Arr.
					From	To	
1.0	Fabricated Assembly Transits						
1.1	DHN Docking piles	MT	50	Lift	VT	DH Field	Lift
1.2	DHN Jacket	MT	5611	Skidding	VT	DH Field	Launching /Wet towing/upending or launching & self upending/ wet towing.
1.3	DHN Topside modules (4 parts) and Helideck	MT	2688	Trailers/ Lift	VT	DH Field	Lift
1.3	DHN Flare Boom	MT	72	Lift	VT	DH Field	Lift
2.0	Shipped Loose Material/Fabricated Component Transits						
2.1	DHN Jacket Piles	MT	2721	Lifts/trailers	VT	DH Field	Lifts
2.2	02 nos Boat landings	MT	...	Lifts	VT	DH Field	Lifts
2.3	GLC	MT	...	Lifts	VT	DH Field	Lifts
2.4	Others	MT	...	Lifts	VT	DH Field	Lifts
3.0	Rigid Pipelines transits						
3.1	One 10” liquid rigid pipeline, transporting separated liquid from WHP-DHN to FPU through subsea tie-in point of existing 10” liquid flowline from WHP-DH01 to FPU	M	9300 m	Lifts	TBD	DH Field	Lifts and Lays



Item	Execution Scope of Work Element	Unit	Qty.	Load Arr.	Transit		Unload Arr.
					From	To	
3.2	One 6" gaslift rigid pipeline, transporting gaslift from WHP-DHN to WHP-DH02	M	3300 m	Lifts	TBD	DH Field	Lays
3.3	One 10" export gas/source gas, transporting separated associated gas/source gas from WHP-DHN to subsea tie-in point of 16" existing export gas pipeline at WHP-DH02 and via versa	M	3300 m	Lifts	TBD	DH Field	Lays
3.4	One 8" water injection rigid pipeline, transporting water injection from FPU to WHP-DHN through subsea tie-in point of existing 8" water injection flowline from FPU to WHP-DH01	M	9300 m	Lifts	TBD	DH Field	Lays
<b>4.0</b>	<b>WHP-DH02 and FPU Modification material transits</b>						
4.1	Produced water flash drum & Oily water hydrocyclone & Electrical pipeline flushing water pump & Diesel pipeline flushing water pump (For FPU)			Lifts	VT	DH Field	Lifts
4.2	Gaslift Scrubber & Chemical Injection package (For WHP-DH02)			Lifts	TBD	DH Field	Lifts
<b>5.0</b>	<b>Marine spread Mobilizations:</b>						
5.1	Heavy Lift Vessel/Barge for Jacket, Topside modules, and <u>appurtenances</u> installation.				TBD	DH Field	
5.2	Pipe lay Vessel/Barge for rigid pipeline installation				TBD	DH Field	
5.3	DP2 or/and DP3 Vessel/ DSV/DSB/MPV for installation of tie-in spools, <u>appurtenances &amp; precom</u>				TBD	DH Field	
5.4	Launching/ Transportation Barges				TBD	DH Field	
5.5	Assistant/ Support/ Crew/ Supply vessels				TBD	DH Field	



Item	Execution Scope of Work Element	Unit	Qty.	Load Arr.	Transit		Unload Arr.
					From	To	
5.6	Tow tugs and AHTs				TBD	DH Field	
5.7	Survey vessel				TBD	DH Field	
5.8	Pre-com & Commissioning Vessel				TBD	DH Field	
5.9	Accommodation barge/Lift boat				TBD	DH Field	

**Location Legend**

DH Field = Dai Hung Offshore Installation Site

TBD = To be Determined Later

VT = Vung Tau



## ANNEX 2

### PRELIMINARY LIST OF DOCUMENTS FOR REVIEW DAI HUNG NAM DEVELOPMENT

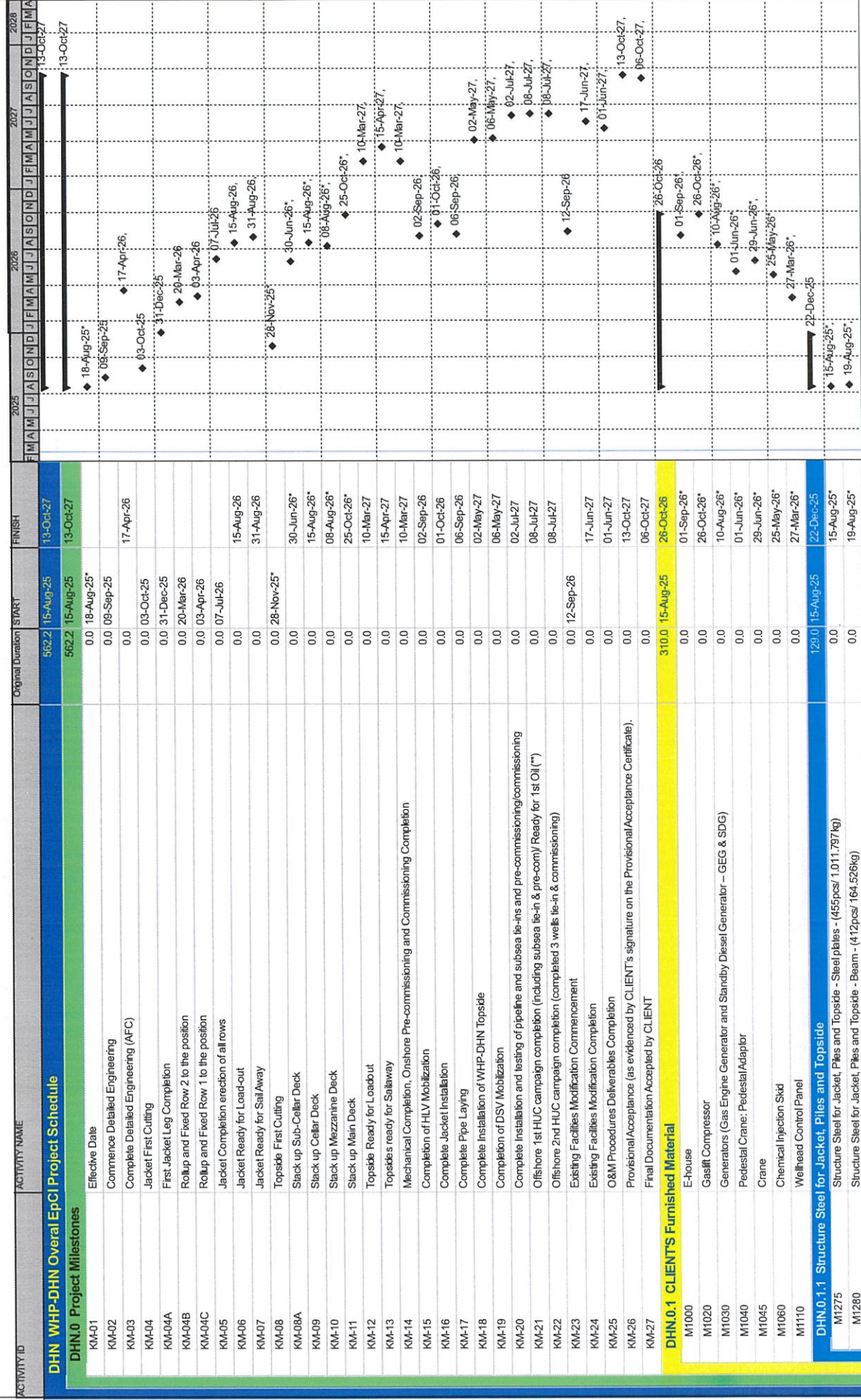
Item No	Work
<b>1</b>	<b>Engineering and Document Reviews:</b>
1.1	<u>DHN Docking piles, DHN Jacket, &amp; Jacket piles, Drilling deck &amp; Jacket appurtenances</u>
	Loadout procedure including all engineering documents relative and etc.
	Transportation procedure, towing route including all engineering documents relative and etc.
	Installation procedure including all engineering documents relative and etc.
1.2	<u>DHN Topside modules, Helideck, Flare boom and Topside modules appurtenances</u>
	Loadout procedure including all engineering documents relative and etc.
	Transportation procedure, towing route including all engineering documents relative and etc.
	Installation procedure including all engineering documents relative and etc.
	<u>Mooring analysis/procedure/ manual for Accommodation barge/vessel during HUC</u>
1.3	<u>Rigid pipeline (including tie-in spool &amp; barred tee spool) &amp; appurtenances</u>
	Loadout procedure including all engineering documents relative and etc.
	Transportation procedure, towing route including all engineering documents relative and etc.
	Installation Procedure including all engineering documents relative, crossing area, removal of spool, and etc.
	Pre-commissioning Procedure including flushing pigging, gauging and hydrotesting & dewatering
1.4	Brown field (...)
	Loadout procedure including all engineering documents relative, and etc.
	Transportation procedure, towing route including all engineering documents relative and etc.
	Installation Procedure including all engineering documents relative, and etc.
1.5	Weight control reports

### ANNEX 3

## EpCI OVERALL PROJECT BASELINE SCHEDULE



DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, Block 05-1(a), OFFSHORE VIETNAM  
EPCI OVERALL PROJECT SCHEDULE





[illegible]

ACTIVITY ID	ACTIVITY NAME	Original Duration	START	FINISH
M1290	Structure Steel for Jacket, Ples and Topside - Beam - (116psf/ 176.965kg)	0.0		26-Aug-25*
M1300	Structure Steel for Jacket, Ples and Topside (Shipment 1 - 155.4 MT)	0.0		06-Sep-25*
M1310	Structure Steel for Jacket, Ples and Topside (Shipment2 - 3480 MT)	0.0		29-Sep-25*
M1320	Structure Steel for Jacket, Ples and Topside (Shipment 3 - 542 MT)	0.0		27-Oct-25*
M1330	Structure Steel for Jacket, Ples and Topside (Shipment 4 - 1019.5 MT)	0.0		24-Nov-25*
M1340	Structure Steel for Jacket, Ples and Topside (Shipment 5 - 2611.2 MT)	0.0		22-Dec-25*
DHN.0.1.2 Pressure Vessels				
M1050	Pressure Vessels (Shipment 1)	165.0	30-Jan-26	14-Jul-26
M1150	Pressure Vessels (Shipment 2)	0.0		30-Jan-26*
M1160	Pressure Vessels (Shipment 3)	0.0		16-Mar-26*
DHN.0.1.3 Main Valves (including Manual valves above 4 inches, Actuated valves, Control valves)				
M1070	Main Valves (Shipment 1): Actuated	98.0	18-Apr-26	25-Jul-26
M1080	Main Valves (Shipment 2): Manual	0.0		19-Apr-26*
M1350	Main Valves (Shipment 2): Control	0.0		02-May-26*
DHN.0.1.4 Rigid Linepipe (including Linepipe, Hot Induction Bends)				
M1090	Rigid Linepipe (Shipment 1)	85.0	16-Mar-26	09-Jun-26
M1100	Rigid Linepipe (Shipment 2)	0.0		16-Mar-26*
DHN.1 Preliminaries				
DHN.2 Detail Engineering				
DHN.2.1 Detail Engineering for Jacket and Pipeline				
DHN.2.2 Detail Engineering for Topside and Modification				
DHN.3 Procurement				
DHN.3.1 LUMPSUM PACKAGES				
DHN.3.1.1 Procurement Procedure approval				
DHN.3.1.2 Procurement Performance				
DHN.3.1.2.1 STRUCTURAL				
DHN.3.1.2.2 MECHANICAL				
DHN.3.1.2.3 Electrical				
DHN.3.1.2.4 Instrument				
DHN.3.1.2.5 PIPING SYSTEM				
DHN.3.1.2.6 Safety				
DHN.3.1.2.7 PIPELINE & RISER				
DHN.3.1.2.8 MATERIAL FOR WHP-DH02 MODIFICATION				
DHN.3.1.2.9 MATERIAL FOR FPU MODIFICATION				
DHN.3.1.2.10 SERVICES				
DHN.3.2 REIMBURSABLE PACKAGES				



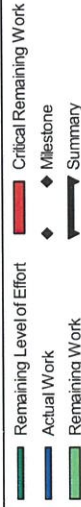
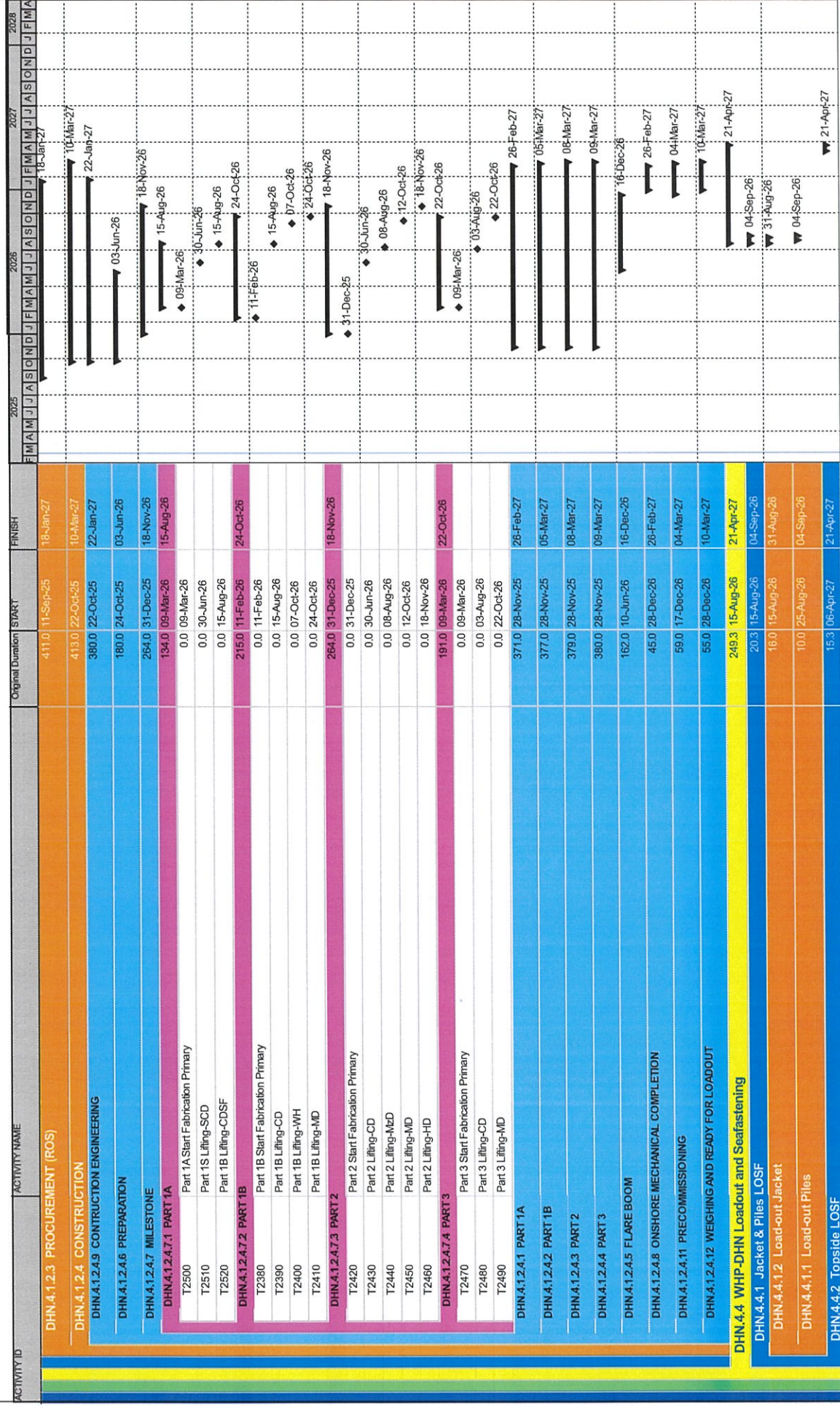
DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, Block 05-1(a), OFFSHORE VIETNAM  
EPCI OVERALL PROJECT SCHEDULE

ACTIVITY ID	ACTIVITY NAME	Original Duration	START	FINISH	2025	2026	2027	2028
DHN.3.2.1	MECHANICAL	260.0	22-Dec-25	19-Dec-26	F	M	A	M
DHN.3.2.2	ELECTRICAL	201.0	15-Jan-26	22-Oct-26	M	J	J	F
DHN.3.2.3	INSTRUMENT	306.0	02-Dec-25	02-Feb-27	D	A	M	J
DHN.3.2.4	PIPING SYSTEM	239.0	07-Jan-26	07-Dec-26	S	O	N	D
DHN.3.2.5	SAFETY	232.0	24-Feb-26	13-Jan-27	M	J	J	F
DHN.3.2.6	Material for WHP-DH02 MODIFICATION	264.0	19-Dec-25	23-Dec-26	A	S	O	N
DHN.3.2.7	Material for FPU MODIFICATION	279.0	19-Dec-25	13-Jan-27	J	J	J	F
DHN.3.2.8	Telecommunication	155.0	16-Jan-26	20-Aug-26	M	J	J	F
DHN.3.2.9	SERVICES	134.0	31-Mar-26	04-Oct-26	J	J	J	F
DHN.4	WHP-DHN Platform	493.2	15-Aug-25	08-Jul-27	M	J	J	F
DHN.4.1	WHP-DHN Onshore Fabrication	408.0	15-Aug-25	10-Mar-27	M	J	J	F
DHN.4.1.3	WHP-DHN Jacket, Piles, Docking piles	260.0	15-Aug-25	15-Aug-26	M	J	J	F
DHN.4.1.3.2	CLIENT'S Furnished Material	294.0	15-Aug-25	05-Jun-26	M	J	J	F
DHN.4.1.3.1	Main Milestone for Jacket	287.0	05-Sep-25	15-Aug-26	M	J	J	F
JML.1060	Jacket fabrication start	0.0	05-Sep-25*					
JML.1080	Roll up panel row 2	0.0	16-Mar-26					
JML.1090	Roll up panel row 1	0.0	30-Mar-26					
JML.1100	Roll up panel row 3	0.0	21-May-26					
JML.1110	Roll up panel row 0	0.0	04-Jun-26					
JML.1115	Jacket Ready for Load out	0.0		15-Aug-26				
DHN.4.1.3.4	Jacket fabrication	260.0	18-Aug-25	15-Aug-26				
DHN.4.1.3.4.3	Construction Preparation	165.0	18-Aug-25	06-Mar-26				
DHN.4.1.3.4.5	Pre-fabrication	220.0	05-Sep-25	09-Jul-26				
DHN.4.1.3.4.6	Assembly	149.0	02-Dec-25	03-Jun-26				
DHN.4.1.3.4.7	Erection	169.0	11-Dec-25	06-Jul-26				
DHN.4.1.3.4.8	Erection & Installation Appurtenances	114.0	01-Apr-26	13-Aug-26				
DHN.4.1.3.4.9	Hydrotest/ Leaktest	50.0	05-Jun-26	01-Aug-26				
DHN.4.1.3.4.10	Blasting & Painting	137.0	25-Feb-26	05-Aug-26				
DHN.4.1.3.4.11	Jacket Completion	13.0	01-Aug-26	15-Aug-26				
DHN.4.1.3.5	Fabrication of Frame & Docking piles	45.0	13-Apr-26	05-Jun-26				
DHN.4.1.3.6	Fabrication of Piles	195.0	20-Dec-25	14-Aug-26				
DHN.4.1.2	WHP-DHN Topside	458.0	29-Aug-25	10-Mar-27				
DHN.4.1.2.1	PROJECT MILESTONES	457.0	29-Aug-25	10-Mar-27				

Remaining Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone  
 Summary

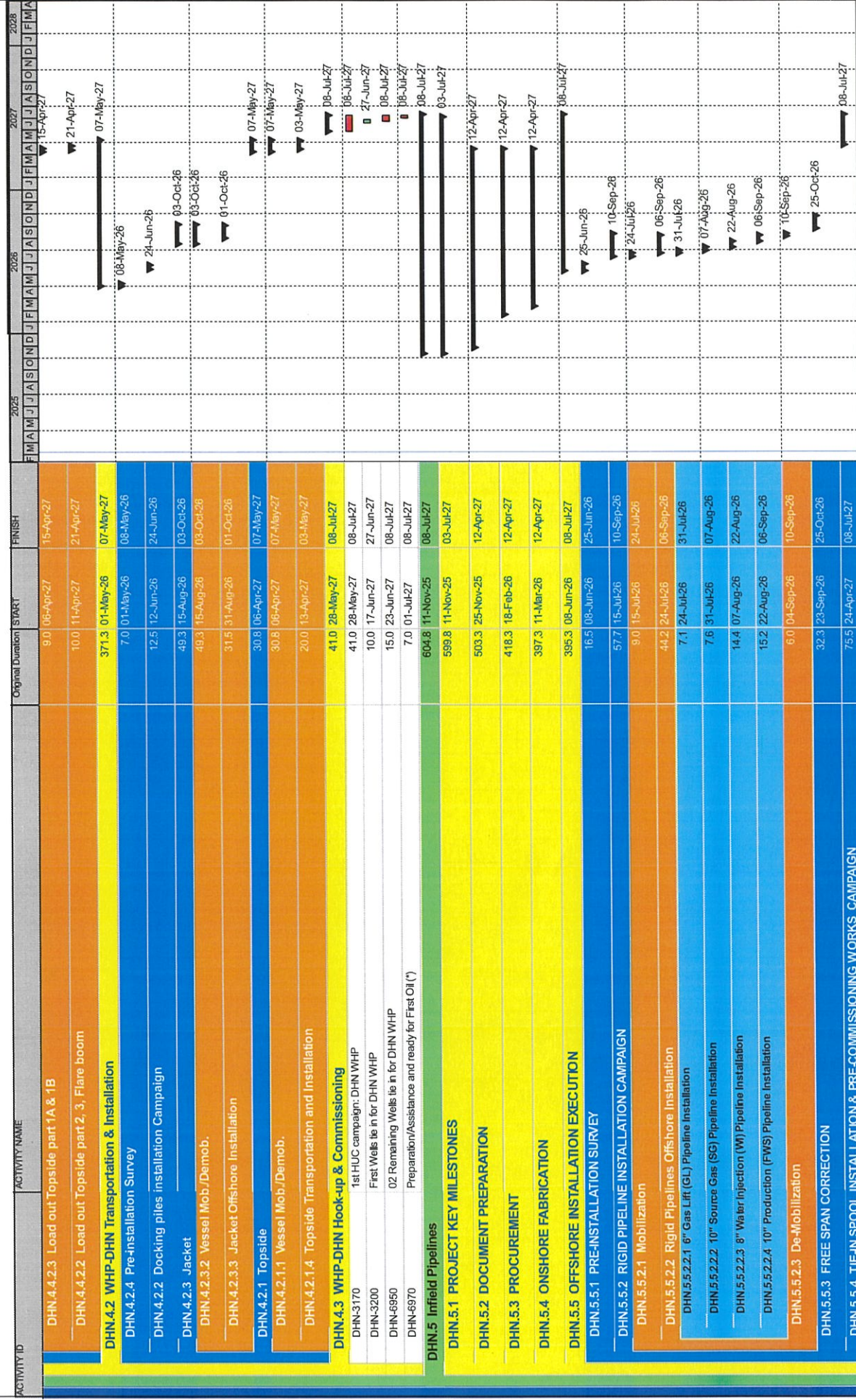


DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, Block 05-1(a), OFFSHORE VIETNAM  
EPCI OVERALL PROJECT SCHEDULE



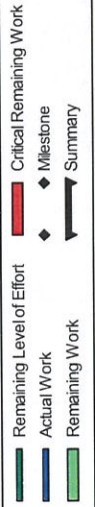
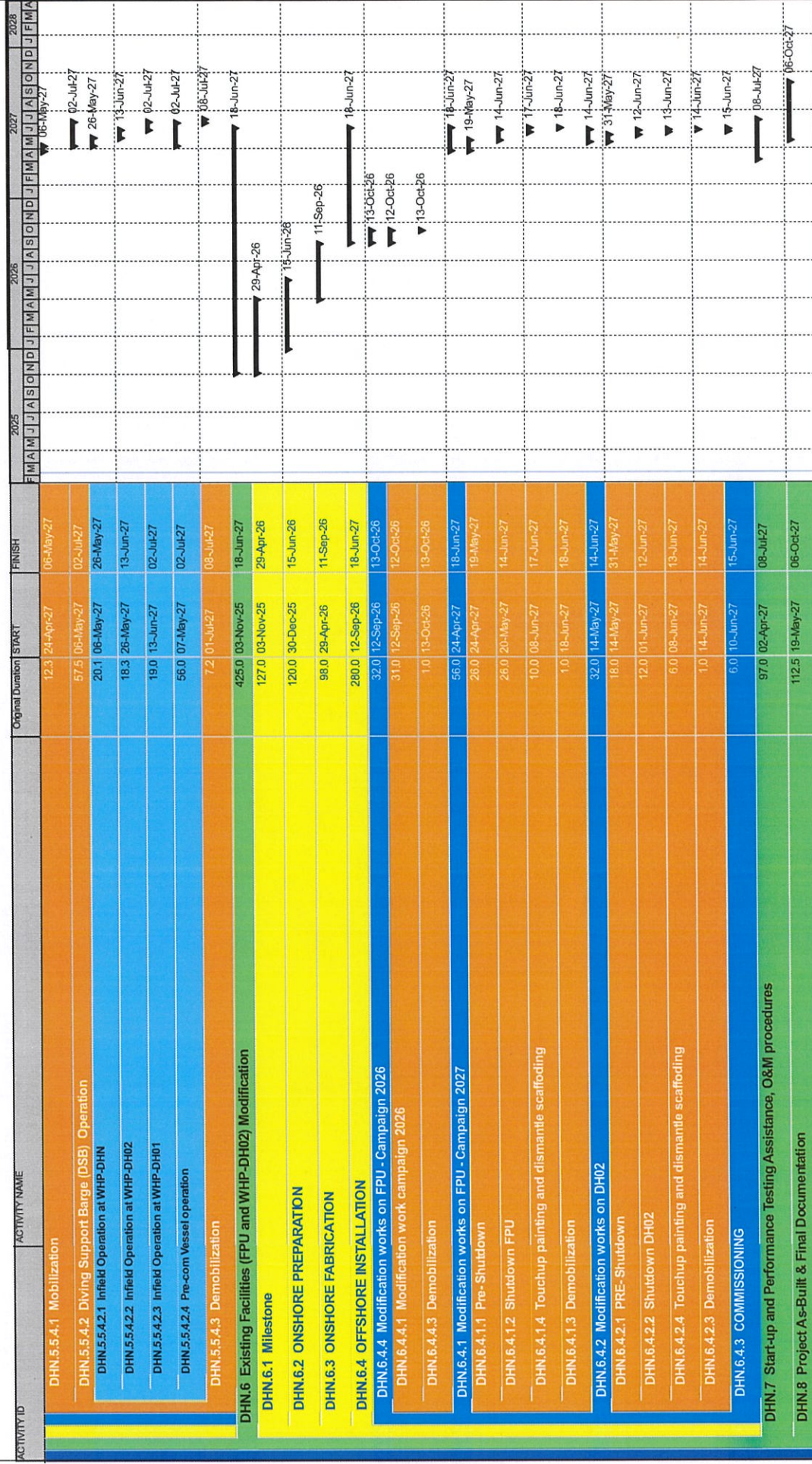


DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, Block 05-1(a), OFFSHORE VIETNAM  
EPCI OVERALL PROJECT SCHEDULE





DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT, Block 05-1(a), OFFSHORE VIETNAM  
EPCI OVERALL PROJECT SCHEDULE





**Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.**

**ITB No.: PVEP-POC-DHN-2025-011**

**Package: Provision of Marine Warranty Survey (MWS) Services**

**EXHIBIT II - COMPENSATION**

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## **EXHIBIT II**

## **COMPENSATION**

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## 1. GENERAL

- 1.1 For the performance and completion of the SERVICES, CLIENT shall pay or cause to be paid to CONTRACTOR the CONTRACT PRICE the amounts as described in Appendix 1 – CONTRACT PRICE at the times and in the manner set forth in this Exhibit 3 – Compensation.
- 1.2 Compensation detailed herein shall be deemed to be all inclusive Lump Sum Prices and Unit Rates including as described herein. CONTRACTOR is deemed to have included for all costs incurred by CONTRACTOR in complying with all the terms and conditions of the CONTRACT, and shall represent the total compensation due to CONTRACTOR in full consideration of the satisfactory performance and completion of the SERVICES.
- 1.3 The “Lump Sum Prices” and “Unit Rates” under this CONTRACT shall remain fixed and firm throughout the duration of the CONTRACT and shall not be subjected to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- 1.4 The Lump Sum Prices and Unit Rates under this CONTRACT are understood to be on an all-inclusive basis and is the basis for all the moneys, costs and expenses as well as constituting the whole and only source of compensation payable by CLIENT to CONTRACTOR under the CONTRACT for the performance and completion of the SERVICES, and the fulfillment of CONTRACTOR’s obligations under the CONTRACT, including but not limited to:
  - All labor costs, wages, salaries, overtime, bonus, traveling, housing, allowances, other payments, contributions, taxes, levies or expenses payable in respect of labor as applicable under and in accordance with Vietnamese Law and the law of other countries in which any part of the SERVICES may be performed and any statute and national, local agreements with the trade unions;
  - Any and all applicable taxes, levies, fees, duties, charges, social security premiums, licenses, fines, penalties of whatsoever nature assessed or levied or imposed against CONTRACTOR, its AFFILIATES, its SUBCONTRACTORS, its employees and its agents by the competent authorities of S.R Vietnam or of any other applicable authority on account of or in relation to or in connection with performance and completion of the SERVICES, including but not limited to unless specified elsewhere in the CONTRACT, import duties, personal income tax, etc., except for Vietnamese Value Added Tax;
  - Permits required by the CONTRACTOR from any governmental body in connection with the performance of the SERVICES herein provided for and the cost of inspection required by law or ordinance of any governmental body;
  - Costs and expenses of whatever kind payable for offices and other overhead charges, supervision and profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
  - Other cost including but not limited to finance charges, finance costs of non-chargeable staff, management, administration, secretarial services, telephone, telex and facsimile, courier service, word processing and computer facilities, prints and reproductions arising out of its offices where the SERVICES are carried out;
  - Insurance premium, professional CONTRACTOR and PERSONNEL licenses, banking charges and expenses, costs and expenses for safety, environmental/ weather protection;

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and

- All cost and/or expenses which are not specifically mentioned herein but are inherently necessary for PERSONNEL to complete the SERVICES.
- Costs of attorney's fees, cost, settlements, judgment incurred in connection with any labour or commercial matters, litigation, claims or disputes arising out of or in connection with the performance of this CONTRACT;
- Head office and other offices and other overhead charges, supervision and profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
- Engineering verification and approval;
- Review, Approval and Issuance of DELIVERABLES as described in the CONTRACT;
- All travel, subsistence and associated costs including but not limited to hotel accommodation, air travel, taxi, car hire, meals and the like for mobilization / demobilization and living at assignment locations;
- Normal working time, overtime, weekend, public holidays, statutory holidays, and shift hours whether day or night;
- Insurance fees, professional engineering licenses;
- All notices, posting of all bonds, all fees, tariffs and like charges required by any government or other authority.
- All taxes, levies, duties, fees applicable in Vietnam and other countries where the SERVICES are to be performed.
- Other costs and expenses.
- Issuance of all required Certificates.
- All other expenses required to undertake the SERVICES unless identified otherwise as not included in the CONTRACT PRICE.

- 1.5 CONTRACTOR shall pay (or arrange the payment of) any valid monies owed by CONTRACTOR for personnel, materials and equipment used in the performance of the SERVICES, and taxes related to the SERVICES, as they become due. Except as may arise by operation by law, no liens may become fixed upon any property of CLIENT GROUP or CONTRACTOR because of CONTRACTOR failing to pay (or to procure the payment of) its debts or the debts of SUBCONTRACTOR when due.

If CONTRACTOR fails to pay (or fails to arrange the payment of) valid monies owed by CONTRACTOR to SUBCONTRACTOR, CLIENT has the right to pay these claims and to offset these payments against amounts due or which become due CONTRACTOR under this CONTRACT.

- 1.6 The Total Contract Price of this Agreement is Provisional based on Lumpsum Price and a pre-estimate of service activities and time required to complete the scope of services. The final Contract Price will be derived from the actual service activities executed and time expended in the performance of the Services.



The CONTRACTOR shall recover all costs associated with providing the Services as described in EXHIBIT II to the CLIENT through the application of Lumpsum price and Unit Rates set forth in this EXHIBIT to the actual pre-authorized service activities carried out and time expended by CONTRACTOR in executing the respective elements of the Services. The Provisional Contract Price has been calculated using the Unit Rates applied to the estimated number of service activities and time required for undertaking the Services described in Exhibit II of this Agreement.

The CONTRACTOR shall not exceed the number of service activities or durations used to calculate the Provisional Contract Price unless authorized in advance by CLIENT. CLIENT shall not be liable to reimburse CONTRACTOR service activities or time expended in excess of the service activities and durations used to calculate the Provisional Contract Price if CLIENT has not provided prior authorization.

## 2. PAYMENT PRINCIPLES

CONTRACTOR shall invoice and present its invoices based on the principles described in ARTICLE 3 under EXHIBIT II- COMPENSATION

### 2.1 Payment for the Lump Sum Price

The payment of Lump Sum Price shall be made to CONTRACTOR in milestones upon completion of certain work elements as prior agreed and approved by CLIENT.

### 2.2 Payment for Reimbursable Items

A Provisional Sum is included in the CONTRACT PRICE based on an estimate of the SERVICES that will be compensated on a reimbursable basis as related to verification (documentation / attendance) of the document review, Marine spread suitability surveys, Load-out & Sea-fastening and Transportation & Installation work, loading and unloading procurement packages

The Provisional Sum is based on an estimated amount of SERVICES determined via the hypothetical models included under Appendices 2, 3 and 4 hereto. Whereas, the actual price for the associated SERVICES will depend on the SERVICES performed based on the Lump Sum or Unit Rates stated in the aforementioned Exhibits.

CLIENT does not commit to or guarantee to CONTRACTOR that any or all of the SERVICES as addressed and priced under Provisional Sums will be performed. Nevertheless, all SERVICES covered under the Provisional Sums shall not be considered as extra or additional SERVICES under the Contract.

Invoices for SERVICES undertaken on a reimbursable basis shall be supported by evidence that the SERVICES as addressed in the respective invoice have been completed. Such evidence, including the likes of Call-Off Work Order, Timesheets as required and prior approved, Reports and the like shall be approved by the CLIENT REPRESENTATIVE.

## 3. INVOICING AND PAYMENT





### 3.1 Submission of Invoices

CONTRACTOR shall be entitled to invoice on a monthly basis before the tenth day of each calendar month for milestone achievements, approved activities, approved charges / expense if any and time expended in executing the SERVICES during the preceding month(s). Invoice must be accompanied by the duly CLIENT approved timesheets and work records for such executed SERVICES.

CONTRACTOR shall raise separate invoices for services performed inside Vietnam and for services performed in all other locations outside Vietnam.

### 3.2 Preparation and Submission of Invoices

a) Invoices shall clearly indicate the CONTRACT title & number, CLIENT name, address, and VAT code.

b) All invoices and supporting documentation shall be sent to:

CLIENT name:	
Address:	15 <sup>th</sup> Floor Victory Tower. 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R Vietnam
VAT Code	3502205616
Tel No.:	
Fax No.:	
Attention:	Manager, Finance & Accounts

### 3.3 Supporting Documents

CONTRACTOR shall provide documents to support its invoices for the SERVICES which clearly identify the items for which the charges have been presented. This shall include but not limited to the following types of documents to be provided along with the invoices, as applicable:

- i) The price table for the respective SERVICES extracted from the CONTRACT;
- ii) Timesheets as verified and accepted by CLIENT;
- iii) Call-off Work Order (for reimbursable SERVICES), Original Progress or Milestone Certificates for the SERVICES as verified and accepted by CLIENT;
- iv) Relevant work reports, performance report, inspection reports and certificates and the like as applicable;
- v) Other relevant documents to support the respective invoices

### 3.4 Payment

3.4.1 CLIENT will pay CONTRACTOR for compensation due under the CONTRACT as described below.

- a) CLIENT shall process payment within forty-five (45) days upon receipt of undisputed



original invoice with full supporting documents.

- b) The CONTRACTOR bank account to which CLIENT shall make payments under the CONTRACT shall be as follows:

Bank Name:	
Routing Code:	
Swift Code:	
Bank Location:	
Account Number:	
Currency:	

- c) Bank transfer fee of CLIENT's bank shall be borne by CLIENT.
- d) Bank transfer fee of CONTRACTOR's bank and Correspondent banks shall be borne by CONTRACTOR.
- e) All charges in connection with any change of form of payment and/or conditions as per CONTRACTOR's request shall be borne by CONTRACTOR.
- f) Any change to the bank account shall be subject to a formal amendment to the CONTRACT.
- 3.4.2 If CLIENT disputes an invoice or part thereof, CLIENT shall notify and specify the reason to CONTRACTOR in writing of the dispute. Payment of disputed part of the invoices shall be withheld until settlement of the said dispute. In the event CLIENT disputes an invoice item, CLIENT shall not delay payment of the undisputed part of the invoice subject to CONTRACTOR's providing of a credit note for the disputed part of the invoice.
- 3.4.3 In case of any other dispute connected with the CONTRACT, CLIENT may withhold from any money which becomes payable under the CONTRACT the amount which is the subject of the dispute.
- 3.4.4 The PARTIES shall endeavour to resolve the dispute as soon as possible. On settlement of the dispute, any amount found to be due by one Party to the other will be paid in accordance with the provisions of the CONTRACT.
- 3.4.5 Payment by CLIENT against CONTRACTOR's invoice shall be without prejudice to CLIENT's rights subsequently to challenge the correctness thereof.
- 3.4.6 Any expenditure of any kind incurred by CONTRACTOR in connection to the CONTRACT for which responsibility has not been assumed in the CONTRACT by CLIENT shall be borne by CONTRACTOR.
- 3.4.7 Payment by CLIENT to CONTRACTOR shall not discharge or release CONTRACTOR from any of its obligations under the CONTRACT even if related to any payment made by CLIENT.





3.5 Currencies of the CONTRACT

As of the EFFECTIVE DATE the Lump Sum Prices and Unit Rates stipulated herein are based only on single currency (US Dollars or Vietnamese Dong). Such Lump Sum Prices and Unit Rates are not subject to adjustment during the CONTRACT term regardless of fluctuations between currencies, in either direction.

All payments to CONTRACTOR under this CONTRACT shall be made in USD or VND ("Currencies").

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## APPENDIX 1 - AS BID CONTRACT PRICE FOR MARINE WARRANTY SURVEY SERVICES

The breakdown of the AS BID CONTRACT PRICE is provided in the Table 1 below.

Whereas the Lump Sum Prices are fixed for the duration of the CONTRACT, the amount entered as the provisional sum is a reasonable estimate based on Appendices 2, 3, 4 and 5 hereto. Therefore, the CONTRACT PRICE as stated in Table 1 is the not to exceed amount unless otherwise adjusted by the issue of a CHANGE ORDER.

Table 1

| Activity No. | Description                                                                                                                                                                                                                                                          | Price Mechanizm        | Unit  | Total Price (USD/VND) | Remarks                                                                                                                                                                                                       |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a)          | (b)                                                                                                                                                                                                                                                                  | (c)                    | (d)   | (e)                   | (f)                                                                                                                                                                                                           |
| 1            | <b>Engineering documents Reviews</b> (Load-out, Sea-fastening, Transportation & Installation Analysis/calculations and related Engineering documentation for WHP-DHN Platform & HUC, Infield rigid Pipelines appurtenances and WPH-DH02 & FPU Modification and Other | <b>Lump Sum Price</b>  | 1 Lot | <b>0.00</b>           | Refer to <u>ANNEX 2: LUMP SUM PRICE BREAKDOWN BY FACILITY AND ELEMENT FOR DOCUMENT REVIEW</u> - Price Schedule for Engineering & Document Reviews Activities and Scope of Services.                           |
| 2            | <b>Marine Spread Suitability Surveys</b> (inspections, review, witnessing any testing and approval of all marine spread before mobilization).                                                                                                                        |                        |       |                       | Refer to <u>ANNEX 3: PROVISIONAL LUMP SUM FOR MARINE SPREAD SUITABILITY SURVEYS</u> - Price Schedule for Pre-mobilization Vessel Suitability Surveys Activities and Scope of Services.                        |
| 2.1          | Marine Spread Suitability Surveys in <b>VIETNAM</b>                                                                                                                                                                                                                  | <b>Provisional Sum</b> |       | <b>0.00</b>           |                                                                                                                                                                                                               |
| 2.2          | Marine Spread Suitability Surveys in <b>ASIA</b>                                                                                                                                                                                                                     | <b>Provisional Sum</b> |       | <b>0.00</b>           |                                                                                                                                                                                                               |
| 3            | Load-out & Sea Fastening and Transportation & Installaiton Activities.                                                                                                                                                                                               |                        |       |                       |                                                                                                                                                                                                               |
| 3.1          | Inspections for Load-out & Sea-fastening Attendance and Issue Load-out, Sail away Certificates - <b>ONSHORE VIETNAM</b>                                                                                                                                              | <b>Provisional Sum</b> |       | <b>0.00</b>           | Refer to <u>ANNEX 3: PROVISIONAL SUM BREAKDOWN BY FACILITY AND ELEMENT FOR LOAD-OUT &amp; SEA-FASTENING AND TRANSPORTATION &amp; INSTALLATION ACTIVITIES</u> - Price Schedule for Load-out and Sea-fastening. |
| 3.2          | Offshore Transportation & Installation Attendance & Issue Cut Sea-fastening/launching/upending/lifting Certificates - <b>OFFSHORE VIETNAM</b>                                                                                                                        | <b>Provisional Sum</b> |       | <b>0.00</b>           | Refer to <u>ANNEX 3: PROVISIONAL SUM BREAKDOWN BY FACILITY AND ELEMENT FOR LOAD-OUT &amp; SEA-FASTENING AND TRANSPORTATION &amp; INSTALLATION ACTIVITIES</u> -                                                |





Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-011

Package: Provision of Marine Warranty Survey (MWS) Services

EXHIBIT II - COMPENSATION



| Activity No.                                | Description | Price Mechanizm | Unit | Total Price (USD/VND) | Remarks                                             |
|---------------------------------------------|-------------|-----------------|------|-----------------------|-----------------------------------------------------|
| (a)                                         | (b)         | (c)             | (d)  | (e)                   | (f)                                                 |
|                                             |             |                 |      |                       | Price Schedule for Transportation and Installation. |
| TOTAL ESTIMATED CONTRACT PRICE (USD / VND): |             |                 |      | 0.00                  | = item 1 + 2 + 3                                    |

[<FORM CBF1.1 OF THE SUCCESSFUL COMMERCIAL BID WILL BE INCORPORATED IN THIS APPENDIX 1>]

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## APPENDIX 2 - LUMP SUM PRICE BREAKDOWN BY FACILITY AND ELEMENT FOR DOCUMENT REVIEW

1. This Appendix 2 provides details of how the Lump Sum Price has been built up against each of the assets and elements.
2. The details in this Appendix 2 are provided for information only based on tentative PROJECT Schedule as of the EFFECTIVE DATE. Any variation to actual prices during the SERVICES shall not constitute the right for CONTRACTOR to seek a CHANGE.

[<FORM CBF 1.2 OF THE RESPECTIVE COMMERCIAL PROPOSAL WILL BE  
INCORPORATED IN THIS APPENDIX 2>]

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### APPENDIX 3 - PROVISIONAL SUM FOR MARINE SPREAD SUITABILITY SURVEYS

1. Provisional Sum

The provisional sum for the SERVICES compensated on a lump sum basis as related to SERVICES is based on the hypothetical model as per this Appendix 3.

The Lump Sum Prices listed in this Appendix 3 shall apply for all such SERVICES so performed by CONTRACTOR.

[<FROM CBF 1.3 OF THE RESPECTIVE COMMERCIAL PROPOSAL TO BE  
INCORPORATED IN THIS APPENDIX 3>]



## APPENDIX 4 - PROVISIONAL SUM BREAKDOWN BY FACILITY AND ELEMENT FOR LOAD OUT & SEA-FASTENING AND TRANSPORTATION & INSTALLATION ACTIVITIES

### 1. Provisional Sum

The provisional sum for the SERVICES compensated on a lump sum basis (onshore Vietnam) and reimbursable basis (Offshore Vietnam) as related to the SERVICES is based on the hypothetical model as per this Appendix 4.

The Lump Sum Prices / Unit Rates listed in this Appendix 4 shall apply for all such SERVICES so performed by CONTRACTOR.

[<FROM CBF 1.4 OF THE RESPECTIVE COMMERCIAL PROPOSAL TO BE  
INCORPORATED IN THIS APPENDIX 4>]



**EXHIBIT III**  
**CONTRACT ADMINISTRATION**

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| <b>10. ATTACHMENTS .....</b>                                     | <b>9</b> |



**1. General**

CLIENT requires that CONTRACTOR uses its own systems, methods and procedures in the performance of the SERVICES. However, CLIENT has specific requirements regarding quality, consistency, and project control with which CONTRACTOR shall comply, and these are addressed in this EXHIBIT III.

**2. CLIENT Requirements**

Any specific requirements of CLIENT will be issued by the CLIENT REPRESENTATIVE and will be given in writing; verbal request for any actions that have a contractual impact shall not be accepted by CONTRACTOR.

Such specific requirements may include instructions to proceed with or suspend SERVICES or specific changes to the SERVICES or part thereof or the methods for executing the SERVICES which CLIENT considers to be the basis for a CHANGE and which shall be priced in accordance with EXHIBIT II – COMPENSATION and administered in accordance with Section 6 below.

If CONTRACTOR believes any specific requirements, instruction or specific work description contained in any other notice or communication issued by CLIENT does not form a part of the SERVICES, then CONTRACTOR shall submit a CHANGE Proposal as set out in Section 6 of this EXHIBIT III for due consideration and response by CLIENT.

**3. CONTRACTOR's Organization and PERSONNEL**

**3.1 Organization**

CONTRACTOR's organization charts for the performance of the SERVICES, stating job titles and showing reporting relationships to CONTRACTOR's REPRESENTATIVE are shown in Attachment 1 hereto.

CONTRACTOR shall maintain its organization charts and submit same for approval in the event of any change.

**3.2 Contractor Personnel**

3.2.1 The list of KEY PERSONNEL, who will be engaged in the SERVICES, is attached as Attachment 2 hereto. The personnel, who are provided by CONTRACTOR to Vietnam or any other places required for the execution of this CONTRACT, shall have been found fit for their assignments, and their qualifications must be acceptable to CLIENT.

3.2.2 Except for the KEY PERSONNEL named in Attachment 2 hereto, CONTRACTOR shall send for each other position at least three (03) Curriculum Vitae to CLIENT for approval as soon as possible but not later than fourteen (14) days prior to departure of such personnel. Such Curriculum Vitae shall be substantially in the form as stated in Attachment 2 hereto.

3.2.3 The following criteria shall be applied by CONTRACTOR in selecting and by CLIENT in consideration of acceptance of KEY PERSONNEL:

- KEY PERSONNEL shall have been physically examined and found fit for their assignment;
- KEY PERSONNEL shall read, write, understand and speak English fluently;
- KEY PERSONNEL shall meet or exceed the qualifications and experiences as stipulated in scope of SERVICES; and
- KEY PERSONNEL shall be competent in the performance of the SERVICES to which they are deployed.

CONTRACTOR shall ensure that its KEY PERSONNEL continues to perform the part of SERVICES assigned to them as long as necessary to achieve the execution program of the PROJECT.

- 3.2.4 Notwithstanding the prior acceptance, CLIENT shall have the right to require CONTRACTOR to replace any KEY personnel, if such personnel misconduct or proves to be incompetent or negligent or any other reason deemed appropriate by CLIENT. If CLIENT requests to replace any person of CONTRACTOR, CONTRACTOR shall within seven (7) DAYS arrange for a replacement by a person of comparable competence, subject to CLIENT approval. The cost of replacements shall be borne by CONTRACTOR.

CLIENT shall, in case of replacement, have the right to deduct from any amount due to or owing to CONTRACTOR an amount equivalent to the daily rate of such removed personnel multiplied by the number of days counting from and including the day of CLIENT'S request until such personnel is replaced.

- 3.2.5 CONTRACTOR shall use the designated PERSONNEL specifically identified in Attachment 2 hereto as required for the entire the term of the CONTRACT. CONTRACTOR shall not re-assign any of these KEY PERSONNEL to work on or provide any services related to any of CONTRACTOR's (or its Affiliate or subsidiaries) other projects without CLIENT's prior written approval, which would not be unreasonably withheld.

- 3.2.6 CLIENT shall have the right to adjust the mobilization and demobilization schedule of PERSONNEL.

- 3.2.7 CONTRACTOR is encouraged, to the extent practicable and reasonable, to employ local staff and other resources from sources within Vietnam.

#### **4. Correspondence and Communication**

##### **4.1 Correspondence**

All correspondence and communications between the PARTIES in connection with the CONTRACT shall be made in writing and shall be addressed and directed by CONTRACTOR's REPRESENTATIVE to the CLIENT REPRESENTATIVE or vice versa. Each item of correspondence issued by CLIENT and CONTRACTOR shall have a unique and sequential reference.



4.2 Confidential Correspondence

All correspondence and communications which contain information which is required to be maintained as confidential shall be marked clearly 'Confidential'.

4.3 Receipt of Correspondence

All correspondence shall be date stamped upon receipt by the receiving PARTY.

4.4 Correspondence Register

CONTRACTOR shall maintain a chronological register of all incoming and outgoing correspondence and communications in connection with the CONTRACT. This register shall be available for review by CLIENT upon request.

4.5 Data Transmission

All data including reports, drawings, and other technical documents shall be accompanied by a transmittal note in the sending PARTY'S normal form. The recipient of such documents shall sign the transmittal note and return the copy of the transmittal note to the initiator. The initiator shall be responsible for ensuring that all such transmittals have been acknowledged as received by the recipient.

Any technical documents issued by either PARTY which require the review and response from the other PARTY shall be reviewed and returned by the other PARTY within fifteen (15) working days.

As part of the final documentation package, all Deliverables shall be provided by CONTRACTOR as follows:

- |                                   |         |
|-----------------------------------|---------|
| 1. Original document              | One (1) |
| 2. Hard copy of original document | Two (2) |
| 3. USB with all documents         | Two (2) |

4.6 Oral Communication

Oral communication of CLIENT's instructions and/or oral communications regarding other technical or contractual matters between the PARTIES shall not be acted on before being confirmed in writing.

4.7 Notices Under the CONTRACT

All directions, instructions, notifications, agreements, authorizations, approvals, acknowledgements and general correspondence shall be considered as notices under the CONTRACT and shall be delivered in accordance with Clause 25.5 of GENERAL TERMS AND CONDITIONS.

All correspondence and communications shall be dated and uniquely numbered and documents of a single type (e.g. transmittal notes, CLIENT's letters, CLIENT's Directions, CHANGE Requests) shall be numbered consecutively by the issuing PARTY. Each item of correspondence or communication shall carry the CONTRACT number and its unique

document number for identification purposes. CONTRACTOR shall maintain a register of all correspondence and communications and provide the CLIENT REPRESENTATIVE with copies at least on a weekly basis or as and when requested by the CLIENT REPRESENTATIVE.

Whenever technical documentation is referred to in or is attached to any correspondence or communication, such correspondence or communication shall include the respective document number(s), revision indicator(s) and revision status within the primary document text.

All correspondence and communications shall identify to whom copies have been sent.

4.8 Urgent Communication

Any correspondence or communication which is of an urgent nature shall include the word 'Urgent' immediately in front of the name(s) of the primary recipient(s).

**5. Planning, Progress and Reporting – Not Applicable**

**6. Call-Off and CHANGES to the SERVICES**

6.1 Call-Off of SERVICES

- i. The Service Order, as per Attachment 4 and Attachment 5, shall be used to initiate all SERVICES as required by CLIENT, as specifically addressed hereunder.
- ii. CLIENT will issue a regular summary of requirements for the deployment of PERSONNEL including initial information describing scope of SERVICES, work location, tentative work schedule, etc.
- iii. Upon receipt of the summary details, CONTRACTOR will complete the Service Order with relevant information. CONTRACTOR shall provide supporting documents as required therein and promptly return to CLIENT for review.
- iv. CLIENT shall review the Service Order together with other information provided by CONTRACTOR and shall provide its comments / approval in due course.
- v. CONTRACTOR shall only proceed with the respective SERVICES after CLIENT provides the duly approved Service Order to CONTRACTOR, and in accordance with the mobilization instructions provided by CLIENT.

No compensation shall be made for any SERVICES performed by CONTRACTOR without a Call-Off Work Order as prior approved by CLIENT.

6.2 Completion of the SERVICES

Completion of the SERVICES under each Service Order will be formally documented depending upon the nature of the SERVICES as detailed hereunder.

For procurement related SERVICES, whereas CLIENT will provide the estimated duration of the SERVICES in the respective Call Off Work Order, CONTRACTOR shall notify CLIENT when the SERVICES were fully completed within the formal Inspection Reports as will be accompanied by a detailed timesheet for approval by CLIENT.



For other SERVICES, CLIENT shall notify CONTRACTOR when the SERVICES will be completed and the date of mobilization for PERSONNEL.

Regardless of the above procedures, CONTRACTOR is responsible for ensuring that the commencement and completion of SERVICES is fully documented as is required for invoicing purposes.

### 6.3 CHANGES

Whenever:

- i. CLIENT issues a notice of CHANGE; or
- ii. CONTRACTOR considers that a CHANGE has occurred,

then CONTRACTOR shall submit a CHANGE ORDER Request Form as per Attachment 3 hereto.

A CHANGE ORDER Request Form, reference Attachment 3 hereto, shall be submitted to CLIENT by CONTRACTOR within five (5) DAYS and shall contain:

- i). A detailed description of the CHANGE including CONTRACTOR's reasoning and contractual references behind its opinion for the subject matter to be a CHANGE, reference to how / identification of whom initiated the alleged CHANGE and the latest date by which approval is sought in order not to impact the CONTRACT SCHEDULE;
- ii). A schedule for the execution of the alleged CHANGE indicating an estimate of the required resources and impact upon Milestones;
- iii). An estimate of the impact (if any) on the CONTRACT PRICE complete with full details of the cost build up to the lowest available level of data; and
- iv). An estimate and justification of CONTRACTOR's estimate of the effect (if any) on the CONTRACT SCHEDULE (which shall be cumulative to address all previous and prevailing CHANGES to the SERVICES).

CLIENT will review the CHANGE ORDER Request Form and will respond accordingly. When requested, CONTRACTOR shall issue a revised CHANGE ORDER Request Form as per CLIENT requirements and/ or the respective CHANGE ORDER within three (3) DAYS. The revised CHANGE ORDER Request Form and / or the respective CHANGE ORDER, reference Attachment 3 hereto, shall contain the revised or as agreed details as addressed above.

### 6.4 CHANGE of the SERVICES

All of CONTRACTOR's obligations under the CONTRACT shall apply to any CHANGE unless otherwise specified in the respective CHANGE documentation.

The effect of a CHANGE on the CONTRACT PRICE shall be calculated by CONTRACTOR in accordance with Section 6.2 above and EXHIBIT II-COMPENSATION. To the maximum extent possible, CONTRACTOR is obligated to eliminate, reduce or mitigate the effect of any CHANGE on the CONTRACT PRICE.

The effect of a CHANGE on the CONTRACT SCHEDULE shall be agreed between CLIENT and CONTRACTOR on the basis of the net effect of such CHANGE with reasonable consideration being given to the accumulated effects of all previous CHANGES. To the maximum extent possible, CONTRACTOR shall take reasonable steps to eliminate, reduce or mitigate the effects of any CHANGE on the CONTRACT SCHEDULE.

#### 6.5 CHANGE Register

CONTRACTOR shall maintain a CHANGE Register containing as a minimum the following:

- CONTRACTOR's CHANGE Request number/identifier;
- CHANGE Request issue date;
- CLIENT's number/ identifier;
- The effect on the CONTRACT PRICE, as proposed by CONTRACTOR;
- CHANGE Request status – "Pending/Disputed/Approved/Withdrawn";
- Approved CHANGE number/ identifier;
- Approved CHANGE summary descriptive text;
- CHANGE ORDER approval date;
- The agreed adjustment on the CONTRACT PRICE, as approved by CLIENT;
- The agreed adjustment on the CONTRACT SCHEDULE and/or Key Milestone Dates, as approved by CLIENT; and
- Reference to other relevant documentation

CONTRACTOR shall keep the CHANGE register current and shall issue a copy to CLIENT with the monthly progress report in accordance with Section 5.3.2 above or as otherwise requested by CLIENT.

#### 6.6 Issue and approval of CHANGE

Each CHANGE required in accordance with the provisions of the CONTRACT shall be authorized by means of CLIENT's authorized representative signing the relevant CHANGE ORDER.

Unless expressly requested or instructed to do so by CLIENT, CONTRACTOR is not authorized to put a CHANGE into effect until it has received the relevant CHANGE ORDER duly approved by CLIENT's authorized representative.

### 7. **Cost Management, Invoicing and Payment**

#### 7.1 General Procedures

Not later than thirty (30) DAYS after the EFFECTIVE DATE, CONTRACTOR shall submit for approval, its proposed procedures for accounting, financial control, forecasting, and invoicing under the CONTRACT. Such procedures shall ensure that CONTRACTOR maintains proper internal checks and financial control of all transactions under the CONTRACT and that the invoicing thereof is reliable, accurate and auditable. The procedures shall interface and be integrated with other procedures such as cost control, cost



forecasting and planning. The procedures shall allow for review by the CLIENT REPRESENTATIVE or his nominated delegate of the proforma monthly invoice proposed by CONTRACTOR, as per EXHIBIT II, prior to its formal issue.

In particular, CONTRACTOR procedures shall address reporting of the full tracking of PERSONNEL deployed to the SERVICES, including location, names, job title, start date, current status, end dates, unit rates, both on an as incurred and forecast basis. The objective is to provide full visibility of resources and charges incurred under the CONTRACT, and as forecast for the foreseeable future based on known assignments.

#### 7.2 Timesheets

PERSONNEL shall complete timesheets on a Daily Basis with brief details of the SERVICES performed during each day. For longer term assignments, all timesheets shall be presented for signing by CLIENT in a timely manner and at least on a weekly basis. PERSONNEL working on short term assignments (e.g. procurement related) shall present their timesheets for approval by CLIENT immediately upon completion of the associated SERVICES, along with a copy of the report produced in response to the subject SERVICES.

#### 7.3 Invoicing

CONTRACTOR shall issue invoices in accordance with the requirements stipulated in EXHIBIT II. CONTRACTOR shall submit one (1) original and one (1) copy of each invoice to the address stated in EXHIBIT II, Section 3.3.

CONTRACTOR shall strictly follow the requirements related to invoicing as stipulated in GENERAL TERMS AND CONDITIONS and EXHIBIT II- COMPENSATION.

#### 7.4 Supporting Documentation

CONTRACTOR shall support each invoice with appropriate documentation as necessary to substantiate the costs being invoiced are approved and have been accepted or approved by CLIENT. Such documentation shall comply with the specific requirements stipulated in EXHIBIT II, Section 3.

#### 7.5 Close Out of Call-Off Work Orders

Upon completion of each Call-Off Work Order, CONTRACTOR shall represent the Call-Off Work Order to CLIENT for further signing by signing Section 8 therein to confirm that the SERVICES addressed have been fully completed and paid for by CLIENT.

#### 7.6 Financial Close Out

Upon completion of all of the SERVICES, CONTRACTOR shall sign a Financial Close Out Certificate as issued by CLIENT to confirm the final CONTRACT PRICE and that CONTRACTOR has been paid in full by CLIENT. The COMPLETION CERTIFICATE shall be attached to the Financial Close Out Certificate.

**8. Representatives of the PARTIES**

Representatives of the PARTIES are addressed in GENERAL TERMS AND CONDITIONS, Article 4.

**9. CONTRACT Close Out**

Within one (01) month of the SERVICES having been completed, as addressed under Exhibit 1, Clause 7 therein, CONTRACTOR shall submit a formal “CONTRACT Close Out Report” addressing as a minimum:

- General Summary of CONTRACT with overview of CONTRACTOR’s performance of the SERVICES
- Overview of CONTRACTOR Organization, resources deployed and manhours expended (planned and actual by discipline).
- List of Deliverables under the CONTRACT.
- CONTRACT Price Summary (original and final).
- CHANGE Register with details of the CHANGES and the costs involved.
- Lessons Learned/ Opportunities for Improvement.
- Best Practices.
- Pending Matters and Handover.
- Contact(s) for further information.

The CONTRACT Close Out Report (if required) as accepted by CLIENT shall be required prior to the invoice for the final one complete month of the SERVICES being submitted to CLIENT.

**10. Attachments**

Attachment 1 -CONTRACTOR’s Organization Chart

Attachment 2 -KEY PERSONNEL

Attachment 3 -CHANGE ORDER PROPOSAL

Attachment 4 -Call-Off Work Order Form

Attachment 5 -Cost, Time and Resource (CTR) Form



Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-011

Package: Provision of Marine Warranty Survey (MWS) Services

EXHIBIT III: CONTRACT ADMINISTRATION

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*ATTACHMENT 1*

*CONTRACTOR'S ORGANIZATION CHART*

*[ TAKEN FROM THE SUCCESSFUL BID ]*

✓

Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-011

Package: Provision of Marine Warranty Survey (MWS) Services

EXHIBIT III: CONTRACT ADMINISTRATION

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*ATTACHMENT 2*

*KEY PERSONNEL*

*[ TAKEN FROM THE SUCCESSFUL BID ]*

A handwritten signature in blue ink, located in the bottom right corner of the page.



### **ATTACHMENT 3**

### **CHANGE ORDER PROPOSAL**

Changes to the WORKS, may be required during the performance of WORKS any extension of the CONTRACT and should be handled expeditiously and effectively by the Parties hereto. Such changes may include but not be limited to additions, deletions, substitutions, alterations and modifications.

CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written Change Order. Changes shall be carried out in accordance with the provisions of the CONTRACTOR.

Except as provided below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorized in writing by the CLIENT's Representative.

The procedure for handling and issuing Change Order(s) shall be as follows:

#### **1.0 CHANGE ORDER REQUEST**

1.1 Whenever CLIENT requires an addition or deletion to Services from CONTRACTOR it shall issue to CONTRACTOR a Change Order Request inviting CONTRACTOR to submit a proposal based on a specific Scope of Work.

1.2 CONTRACTOR shall submit its proposal to CLIENT in accordance with Section 2.0 hereof.

#### **2.0 CHANGE ORDER PROPOSAL**

2.1 Unless specified to the contrary, CONTRACTOR's Change Order Proposal will be submitted to CLIENT within three (3) days to include a summarized Technical and Commercial Proposal as per APPENDIX 1.

2.2 The Technical Proposal will divide the scope into relevant CTRs (Cost, Time and Resource Sheets). Each sheet describing a particular activity to be performed with a list of dependencies for input and output and a list of deliverables, and when requested by the Change Order Request will include:

(a) Manpower Histogram

This shall support the CONTRACTOR's proposed program to demonstrate that the CONTRACTOR can provide the planned resources for the specific Service Order.

(b) Manpower Tabulation

A tabular breakdown of the histogram by major discipline and subdivided by lead engineer, senior engineer, engineer, drafting and other personnel categories.

(c) Organization Chart

This shall identify proposed position and reporting relationships specific to the Service Order and shall include details of project team with resumes of all personnel for CLIENT approval.

(d) Barchart Schedule

This shall show the timing of all CTRs and all hold points for drawings such as HAZOP reviews, and a preliminary deliverable schedule.

2.3 The Commercial Proposal shall be priced out in accordance with EXHIBIT II - COMPENSATION. It will include as a minimum:

- (a) Listing all CTRs;
- (b) Priced CTR summary; and
- (c) Summary cost per personnel category including total manhours and costs.

2.4 CLIENT will review CONTRACTOR's Change Order Proposal and advise CONTRACTOR of the required actions. CONTRACTOR shall not proceed with any additional Services until approval in writing is given by CLIENT authorizing CONTRACTOR to commence the additional Services.

### 3.0 CHANGE ORDER

3.1 When CLIENT approves CONTRACTOR's Change Order Proposal, CLIENT will issue to CONTRACTOR a completed and signed CHANGE ORDER form for execution of the additional Services in the form appearing in the Form below.

3.2 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of work on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorize CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Proposal giving its firm price for the change. If the firm price quoted in the Change Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued.

3.3 All communication on any Service Order authorization shall bear the CHANGE ORDER reference number assigned to them.



|                                                                                                                                                                                                                                                                                                                       |                                  |                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------|
| CONTRACTOR'S LOGO                                                                                                                                                                                                                                                                                                     | <b>CHANGE ORDER<br/>PROPOSAL</b> | COP NO. : _____<br>REV. NO. : _____<br>DATE : _____<br>PAGE : _____ OF _____ |
| PROJECT : _____<br>CONTRACT NO. : _____<br>CONTRACT TITLE : _____<br>CONTRACTOR : _____<br>ATTENTION : <u>CLIENT's Representative - (Name and Title)</u><br>SUBJECT : _____<br><br>This COP is presented in accordance with your Request No. _____ dated _____.                                                       |                                  |                                                                              |
| DESCRIPTION OF CHANGE:                                                                                                                                                                                                                                                                                                |                                  |                                                                              |
| REASONS FOR CHANGE:                                                                                                                                                                                                                                                                                                   |                                  |                                                                              |
| REFERENCE : *<br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> DRAWINGS<br/> <input type="checkbox"/> SPECIFICATIONS                 </div> <div> <input type="checkbox"/> LETTERS<br/> <input type="checkbox"/> OTHERS                 </div> </div>                   |                                  |                                                                              |
| EFFECT ON SCHEDULED COMPLETION DATE: _____                                                                                                                                                                                                                                                                            |                                  |                                                                              |
| EFFECT ON CONTRACT PRICE: ADDITION / DELETION OF LUMP SUM PRICE OF _____                                                                                                                                                                                                                                              |                                  |                                                                              |
| SUPPORTING DOCUMENT :<br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> COST ESTIMATE<br/> <input type="checkbox"/> MILESTONE PAYMENT AND WORK SCHEDULES                 </div> <div> <input type="checkbox"/> OTHERS (TO SPECIFY) : _____                 </div> </div> |                                  |                                                                              |
| Issued by : For and on behalf of CONTRACTOR<br><br>.....<br>CONTRACTOR REPRESENTATIVE**<br>NAME:<br>DATE:                                                                                                                                                                                                             |                                  |                                                                              |

\* TICK WHERE APPLICABLE

\*\* CONTRACTOR SITE REPRESENTATIVE OR OTHER AUTHORISED REPRESENTATIVE

\*\*\* CONTRACTOR TO SUBMIT ALL DETAILED DOCUMENTS IN ACCORDANCE WITH THE REQUEST FOR CHANGE ORDER



## CHANGE ORDER

CO No....

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| DATE : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                     |
| CONTRACT TITLE : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                     |
| CONTRACT No. : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                     |
| CONTRACTOR : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |
| WORK LOCATION : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                     |
| DEPARTMENT : _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |
| <p>DESCRIPTION OF WORK/CHANGE :</p><br><p>REASONS FOR CHANGE :</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |
| <p>EFFECT ON CONTRACT PRICE : _____</p> <p style="text-align: right;">EFFECTIVE DATE OF CHANGE : _____</p> <p style="text-align: right;">SCHEDULE IMPACT: _____</p>                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                     |
| <p>PAYMENT METHOD</p> <p><input type="checkbox"/> ITEMISE SEPARATELY ON INVOICE FOR PAYMENT WHEN COMPLETE.</p> <p><input type="checkbox"/> THE CHANGE IS PRICED ON</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> LUMP SUM BASIS</p> <p><input type="checkbox"/> UNIT RATE BASIS PER _____ OF _____</p> <p><input type="checkbox"/> DAY RATE BASIS AS STIPULATED IN CONTRACT</p> <p><input type="checkbox"/> OTHERS (TO SPECIFY)</p> </div> <div style="width: 50%;"></div> </div> |                                                                                                                     |
| <p>SUPPORTING DOCUMENTS :</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> COST ESTIMATE</p> <p><input type="checkbox"/> MILESTONE PAYMENT AND WORK SCHEDULES</p> </div> <div style="width: 50%;"> <p><input type="checkbox"/> OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT, ETC.)</p> </div> </div>                                                                                                                                                                     |                                                                                                                     |
| <p>For and on behalf of CLIENT</p><br><br><p>CLIENT's SIGNATURE</p> <p>NAME : _____</p> <p>DATE : _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>For and on behalf of CONTRACTOR</p><br><br><p>CONTRACTOR's SIGNATURE</p> <p>NAME : _____</p> <p>DATE : _____</p> |

(\* All detailed technical and commercial documents shall be attached herewith





**ATTACHMENT 4**  
**CALL-OFF WORK ORDER**

|                              |                                                                   |
|------------------------------|-------------------------------------------------------------------|
| <b>1. Contract Reference</b> |                                                                   |
| Project                      | : Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a) |
| Contract No                  | :                                                                 |
| Contract Title               | : Marine Warranty Survey Services                                 |

|                                   |                  |                                  |
|-----------------------------------|------------------|----------------------------------|
| <b>2. Call-Of Work Order No.:</b> | <b>Rev. No.:</b> | <b>Date:</b>                     |
| To :                              | From :           | PVEP POC                         |
| Attn :                            | Represented by : | .....<br>(CLIENT Representative) |
| Tel :                             | Tel :            | :                                |
| Fax :                             | Fax :            | :                                |
| Email :                           | Email            | :                                |

|                                         |
|-----------------------------------------|
| <b>3. Description of Scope of Work:</b> |
|                                         |

|                          |                                    |
|--------------------------|------------------------------------|
| <b>4. Work Schedule:</b> |                                    |
| Job Title                | : .....                            |
| Class Level              | : .....                            |
| Unit Rate Payable        | : .....                            |
| Mobilization Location    | : ..... (procurement related only) |
| Work Location            | : .....                            |



|               |                                                             |
|---------------|-------------------------------------------------------------|
| Work Duration | : ..... DAYS / months tentatively including travelling time |
| Start Date    | : ...../ ..... / 20..... (tentative)                        |
| Finish Date   | : ...../ ..... / 20.....(tentative)                         |

| 5. Basis of Cost:                                               |                                        |                                               |                                        |
|-----------------------------------------------------------------|----------------------------------------|-----------------------------------------------|----------------------------------------|
| Unit Rate <input type="checkbox"/>                              | Estimated Work Order Value:            | Estimated Airfare Cost:                       | Estimated Other Costs:                 |
| Reimbursable <input type="checkbox"/>                           | (a) _____ USD<br>(as per Attachment 1) | (b) _____ USD<br>Estimated Accomodation Cost: | (d) _____ USD<br>(to be substantiated) |
| Lump Sum <input type="checkbox"/>                               |                                        | (c ) _____ USD<br>(as per Attachment 3)       |                                        |
| Total Estimated Cost (a+b+c+d): _____ USD/VND                   |                                        |                                               |                                        |
| Remarks: Payment shall be made in accordance with the CONTRACT. |                                        |                                               |                                        |

| 6. Attachments:                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. CTR (as per Attachment 5 of Exhibit III)</li> <li>2. CV of personnel nominated by CONTRACTOR to perform the work</li> <li>3. CONTRACTOR is to attach prices from airlines and hotels</li> <li>4. ...etc.</li> </ol> |

| 7. Approvals:       |                     |                          |
|---------------------|---------------------|--------------------------|
| Prepared by:        | Reviewed by:        | Approved by CLIENT Rep.: |
| Signature:<br>_____ | Signature:<br>_____ | Signature:<br>_____      |
| Name:<br>_____      | Name:<br>_____      | Name:<br>_____           |



|                |                |                |
|----------------|----------------|----------------|
| Date:<br>_____ | Date:<br>_____ | Date:<br>_____ |
|----------------|----------------|----------------|

**8. Close Out of Call-Off Order:**

CONTRACTOR hereby confirms that the SERVICES provided under this Call-Off Work Order have been completed by CONTRACTOR and the respective invoices for all of the related SERVICES have been paid by CLIENT.

Commencement Date of SERVICES: \_\_\_\_\_

Completion Date of SERVICES: \_\_\_\_\_

Date of Final Payment by CLIENT: \_\_\_\_\_

|                          |                                    |
|--------------------------|------------------------------------|
| Presented by CONTRACTOR: | Approved by CLIENT REPRESENTATIVE: |
| Signature:<br>_____      | Signature:<br>_____                |
| Name:<br>_____           | Name:<br>_____                     |
| Date:<br>_____           | Date:<br>_____                     |



**ATTACHMENT 5**

**COST, TIME AND RESOURCE (CTR) FORM**

|                                             |  |                                           |                                      |                  |          |
|---------------------------------------------|--|-------------------------------------------|--------------------------------------|------------------|----------|
| <b><u>COST TIME RESOURCE (CTR) FORM</u></b> |  |                                           |                                      | <b>CTR No.:</b>  |          |
| <b>CONTRACT:</b>                            |  |                                           |                                      | <b>Revision:</b> |          |
| <b>Originator:</b>                          |  |                                           |                                      | <b>Date:</b>     |          |
| <b>Approved By (Contractor):</b>            |  |                                           |                                      | <b>Task No.:</b> |          |
| <b>(Incumbent Name / Date)</b>              |  |                                           |                                      |                  |          |
| <b>Planned Start Date:</b>                  |  |                                           | <b>Planned Completion Date:</b>      |                  |          |
| <b>Call-Off Work Order No. Reference:</b>   |  |                                           |                                      |                  |          |
| <b>Activity Scope:</b>                      |  |                                           |                                      |                  |          |
| <b>Assumptions:</b>                         |  |                                           |                                      |                  |          |
| <b>Attendances:</b>                         |  |                                           |                                      |                  |          |
| <b>Input for Activity:</b>                  |  |                                           |                                      |                  |          |
| <b>Deliverables from Activity:</b>          |  |                                           |                                      |                  |          |
| <b>Resources:</b>                           |  | <b>Planned Duration<br/>(Days/Months)</b> | <b>Daily/ Monthly Rate<br/>(USD)</b> | <b>Costs USD</b> |          |
| 1                                           |  |                                           |                                      | \$               | -        |
| 2                                           |  |                                           |                                      | \$               | -        |
| 3                                           |  |                                           |                                      | \$               | -        |
| 4                                           |  |                                           |                                      | \$               | -        |
| 5                                           |  |                                           |                                      | \$               | -        |
| 6                                           |  |                                           |                                      | \$               | -        |
| 7                                           |  |                                           |                                      | \$               | -        |
| 8                                           |  |                                           |                                      | \$               | -        |
| <b>Subtotal:</b>                            |  | <b>0</b>                                  | <b>Subtotal:</b>                     | <b>\$</b>        | <b>-</b> |



Project Name: Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-011

Package: Provision of Marine Warranty Survey (MWS) Services

EXHIBIT III: CONTRACT ADMINISTRATION



| Trip                  | From<br>City /<br>Country | To<br>City /<br>Country | Airfare<br>USD/VND | Number<br>of<br>Travel<br>Days | Travel<br>Per<br>Diem<br>USD | Cost USD/VND |
|-----------------------|---------------------------|-------------------------|--------------------|--------------------------------|------------------------------|--------------|
| 1                     |                           |                         |                    |                                |                              | \$ -         |
| 2                     |                           |                         |                    |                                |                              | \$ -         |
| 3                     |                           |                         |                    |                                |                              | \$ -         |
| 4                     |                           |                         |                    |                                |                              | \$ -         |
| 5                     |                           |                         |                    |                                |                              | \$ -         |
| Subtotal: 0 Subtotal: |                           |                         |                    |                                |                              | \$ -         |
| Total CTR Cost (USD)  |                           |                         |                    |                                |                              | \$ -         |

✓

## **EXHIBIT IV**

### **INVOICING PROCEDURES**



#### IV-1.0 INVOICING PROCEDURES

Pursuant to **ARTICLE 10 – "COMPENSATION"** of the GENERAL TERMS AND CONDITIONS, CONTRACTOR shall comply with the following instructions and guidelines when preparing and submitting invoice(s).

IV-1.1 Invoices for WORKS performed shall be submitted in the invoicing format given in **APPENDIX IV-1** together with a copy of the Billing Statement per **APPENDIX IV-2** for every invoice submission. The statement shall reflect the total amount previously billed the current month billing and the total cumulative amount billed to date.

IV-1.2 Invoices shall be submitted to the following address:

IV-1.3 **CLIENT**

15<sup>th</sup> Floor, Victory Tower

12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, Vietnam

Attn: **Manager, Finance and Accounts**

IV-1.4 Invoices shall be submitted as per rates in **EXHIBIT II – COMPENSATION** in accordance with **EXHIBIT II – COMPENSATION**.

IV-1.5 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile numbers.

IV-1.6 All invoices must indicate the following information but not limited to CONTRACT title and number, invoices number and date, location where WORKS are performed.

IV-1.7 Debit Invoice and Credit Invoice shall be numbered differentially to distinguish between them.

IV-1.8 No payment instruction which conflict with this CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.

IV-1.9 All invoices are to be submitted in two copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.

IV-1.10 All invoices must be verified and signed prior to the official submission.

IV-1.11 When invoices have been found to be undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the CONTRACTOR Representative.

IV-1.12 Billing shall be supported by verifiable milestone or time sheets (for monthly rate) approved by CLIENT Representatives. All other

reimbursable cost is to be supported by appropriate cost summary sheets and verified by CLIENT's Representatives.

#### **IV-2.0      COMPLETION OF THE WORKS**

Completion of WORKS shall be achieved when the operations described in **EXHIBIT I** has been completed and CONTRACTOR has been notified in writing by CLIENT.

#### **IV-3.0      CONTRACT CLOSURE**

CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format shown in **APPENDIX IV-3** and **APPENDIX IV-4**, respectively.

#### **IV-4.0      CONTRACTOR PERFORMANCE EVALUATION**

CLIENT shall continuously evaluate the performance of the CONTRACTOR pursuant to the specification stated in this CONTRACT throughout the term of CONTRACT duration.



APPENDIX IV-1

SPECIMEN FORM OF INVOICE

TO: **PVEP POC**  
15<sup>th</sup> Floor, Victory Tower, 12  
Tan Trao Street, Tan My Ward,  
Ho Chi Minh City, S.R. Vietnam

**CONTRACTOR**  
current address,  
telephone and  
facsimile numbers.

ATTN: Finance Manager

Contract Title:  
Contract No.:

Invoice No.:  
Invoice Date:

Brief description on type of invoice, location, month and year and etc.

Description of charges itemized in accordance with the rates set forth in the CONTRACT.

Total amount of the invoice

CONTRACTOR's Bank  
And Account Number as per

Verify and sign by



Project Name: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam.  
ITB No.: PVEPPOC-DEV-2025-011  
Package: Provision of Marine Warranty Survey (MWS) Services  
PART 2 – DRAFT CONTRACT – EXHIBIT IV- INVOICING PROCEDURE



APPENDIX IV-2  
BILLING STATEMENT

PVEP POC

BILLING STATEMENT AS OF \_\_\_\_\_

CONTRACTOR : \_\_\_\_\_ CONTRACT NO. : \_\_\_\_\_

| INVOICE NO. | INVOICE DATE | INVOICE AMOUNT | BRIEF DESCRIPTION OF THE INVOICE | CUMULATIVE AMOUNT | DATE SUBMIT TO CLIENT | AMOUNT PAID | DATE PAID | REMARKS |
|-------------|--------------|----------------|----------------------------------|-------------------|-----------------------|-------------|-----------|---------|
|             |              |                |                                  |                   |                       |             |           |         |

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APPENDIX IV-3

CONTRACT CLOSURE LETTER

CONTRACTOR : \_\_\_\_\_

CONTRACT NO. : \_\_\_\_\_

CONTRACT TITLE : \_\_\_\_\_

Dear Sir,

For administrative purpose we wish to close and archive the account of this CONTRACT and therefore request you to sign in duplicate the attached Contract Closure Certificate. Upon signing, please return one (1) original copy to us for our record and retention.

The purpose of the certificate is to confirm the total sum of money that has been paid by CLIENT under the CONTRACT and to confirm that no further sums are payable by CLIENT. Please enter the appropriate figure in spaces provided in the attached Certificate.

Yours faithfully,  
For and on behalf of CLIENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date



## CONTRACT CLOSURE CERTIFICATE

With reference to CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_,

between undersigned CONTRACTOR, \_\_\_\_\_  
(Name of CONTRACTOR )

and \_\_\_\_\_  
( Name of CLIENT )

for \_\_\_\_\_  
( Title )

In consideration of VND/USD \_\_\_\_\_ as per final payment under the CONTRACT, the CONTRACTOR hereby unconditionally releases and forever discharges CLIENT and CLIENT premises and property from all claims, liens and obligations of every nature arising out of or in connections with performance of the CONTRACT and all amendments thereto.

The CONTRACT agrees to indemnify and hold CLIENT harmless from and against all cost, losses, damages, claims from any cause of action, judgments and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the performance of the WORKS under the CONTRACT and which may be asserted by CONTRACTOR or any of its Sub-contractors or any of their representatives, officers, agents or employees.

The foregoing shall not relieve the CONTRACTOR of his obligations under the provision of the CONTRACT, which by their nature survive completion of the WORKS including, without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

For and on behalf of (Name of CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name