



PHÊ DUYỆT

VŨ MINH ĐỨC  
TỔNG GIÁM ĐỐC

Ngày: 10/10/2025

**NỘI DUNG THÔNG BÁO MỜI THẦU VÀ E-HSMT**  
**PROVISION OF ANNUAL SUBSCRIPTION LICENSE FOR MERAKI**  
**NETWORK EQUIPMENT**  
**(RFQ No.: 9425010)**

**Tài liệu đính kèm:**

- Thông báo mời thầu (RFQ9425010)
- HSMT (Yêu cầu KT, Tiêu chí đánh giá KT, Hợp đồng mẫu)

Our Ref.: TL/PRO/25-434

10 OCTOBER 2025

To: Bidders

Subject: REQUEST FOR QUOTATION – RFQ#9425010  
PROVISION OF ANNUAL SUBSCRIPTION LICENSE FOR MERAKI NETWORK EQUIPMENT

No. of Pages: 48 pages (inclusive of this page)

Dear Sir/Madam,

Thang Long Joint Operating Company (TLJOC) (hereinafter referred to as "COMPANY") is soliciting its competitive bid and hereby invites Bidder to bid for the subject tender package in accordance with the following instructions to Bidders and RFQ appendices.

1. BID SUBMISSION

Bidder is requested to submit your proposal with attention to the Procurement Supervisor – Ms. Nguyen Thi Tuyen in the form of **one (1) sealed envelope** no later than **16:00hrs on 21 October 2025 (Viet Nam time)** ("Bid Due Date"). The envelope outermost clearly states "REQUEST FOR QUOTATION RFQ#9425010 – REQUEST FOR QUOTATION FOR PROVISION OF ANNUAL SUBSCRIPTION LICENSE FOR MERAKI NETWORK EQUIPMENT – BID DOCUMENT – CONFIDENTIAL".

Bidders shall submit your Bids in two (2) separate volumes:

- **Commercial Volume** [one (1) original, one copy (1) and one (1) **USB flash drive**]; and
- **Technical Volume** including of **UN-PRICED** commercial proposal [one (1) original, one (1) copy, one (1) **USB flash drive**].

*(Please note that each USB flash drive shall contain the files in both .pdf and native formats)*

The ORIGINAL and/or COPY of the above documents shall be clearly marked as such on the front cover and significant inside pages.

COMPANY reserves the right, without prejudice and at its discretion, to extend or cancel the RFQ at its most convenience and at no cost to COMPANY. COMPANY reserves the right to reject the Bid that is submitted after the Bid Due Date.

Submission of a bid shall confirm that Bidder has satisfied itself, either independently or by written consultation with COMPANY, as to the extent and nature of the WORK which is the subject of the RFQ and of all requirements contained in this RFQ, and that Bidder has sufficient information to permit proper assessment of risks and contingencies and all other circumstances which could affect its bid.

It is noted that Bidder is deemed to have carefully reviewed in detail the Scope of Work in this issued RFQ and to have included in the Bid Price all costs and related costs necessary to fulfil the Scope of Work, technical requirements, and contractual provisions stated in this RFQ.

2. BID PREPARATION COST

Bidder shall bear all responsibilities to investigate fully the conditions under which WORK will be performed and to become knowledgeable of any other matters that might affect the WORK or cost of performance. Any costs related to this bid preparation and submittal and any subsequent costs relating to third party personnel, clarifications, meetings, and the like shall be by and at the sole expense of Bidder.



3. **BID CLARIFICATION**

Should Bidder have any queries regarding this RFQ, it shall forward a formal Bid Clarification Request to TLJOC, which must be sent to TLJOC at least three (3) working days prior to Bid Due Date.

**Information contained in this RFQ shall be the basis for the bid and shall not be changed, except by Bid Circulars issued by COMPANY.**

If necessary, COMPANY can request the Contractor for face-to-face meeting(s) at COMPANY's office or tele-conference/ video-conference meeting(s), where appropriate. All associated costs are on Bidder's account.

4. **BID MODIFICATION AND WITHDRAWAL**

Bidder may, without prejudice, modify or withdraw its bid by written request, provided that such request is received by COMPANY at least three (3) working days prior to the Bid Due Date. Bidder shall not modify the Bid after Bid Due Date.

5. **BID REJECTION**

TLJOC reserves the right to accept all, partial or reject Bidder's offer without giving notification.

6. **EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS**

Bidder shall submit its bid in accordance with the requirements of this RFQ and based on the Form of Contract set forth in **Appendix 3** of this RFQ.

Bidder is required to comply with the terms and conditions under the aforementioned Form of Contract. However, if bidder does take exception, these exceptions will only be considered if they are stated in the form provided in the **Appendix 4** of this RFQ. Failure to provide bidder's exceptions in the form provided shall be deemed as acceptance of COMPANY-proposed Form of Contract provided in **Appendix 3** of this RFQ.

Acceptance of the terms and conditions of the enclosed Form of Contract is an important component of the bid evaluation. The Bidder taking significant exceptions to these terms and conditions may result in it being disqualified without any advance notice.

7. **CONTRACT AWARD**

**COMPANY has the sole right to select the successful Bidder, to reject any bid as unsatisfactory or non-responsive, to award a Contract to other than the lowest priced bid, to award multiple or partial Contracts, to award in phases, or not to award a Contract at all as a result of this RFQ.**

**In any case, the Bidder is requested to satisfy itself and comply with COMPANY's decision on partial award (split award) without any cost impact and without any prior consent. Any cost impact resulting from compliance with this provision (partial award acceptance), if any, must be clearly specified in the Bid, otherwise it is deemed to be included in the bid cost.**

Additionally, all Bids received shall be deemed to be the Bidder's one and only final offer and any unsolicited re-Bids, of any kind, shall not be considered and may result in disqualification of the original Bid submission. Notwithstanding this, COMPANY reserves the rights to enter into direct negotiation with one or more technically qualified Bidders which it deems appropriate.

An award shall not be valid unless or until COMPANY notifies the successful Bidder in writing of its intention to award the Contract to Bidder and the Contract is thereafter duly signed.

8. CONFIDENTIALITY

This RFQ and all information contained herein are confidential. No information concerning this RFQ or the WORK required shall be released to third parties, except to prospective subcontractors or consultants required for the preparation of the bid, without the prior written consent of COMPANY.

All bids submitted in response to this RFQ and opened by COMPANY shall become the property of COMPANY. COMPANY shall be free to copy, modify, disclose and distribute such bids as COMPANY deems appropriate, notwithstanding copyright or other proprietary notices to the contrary which may be placed thereon. Opened Bids will not be returned to Bidder.

Bidder shall treat all information acquired by Bidder during the performance of the Work strictly confidential and not disclose or sell or reproduce or photocopy such information to any third party without COMPANY's prior written approval. The Bidder shall acquire no proprietary interest in or right to such confidential information and TLJOC may demand the return of information disclosed to the Bidder thereof at any time upon giving written notice to the Bidder.

9. BID LANGUAGE

The bid and its accompanying documents must be submitted entirely in the English language.

10. BID CURRENCY AND VALIDITY

Bidder shall submit its bid in the currency it is entitled to receive as payment under the eventual Contract (if any), in accordance with the relevant Vietnam laws, which shall become the currency of the eventual Contract.

If Bidder is entitled to receive any payment under the Contract in any currency rather than Vietnamese Dong (VND), Bidder shall provide evidence to Company as part of its Technical Bid.

The price submitted in Bidder's Priced Commercial Bid shall be fixed and not subject to revision for any reasons including without limitation currency fluctuations.

Bid validity shall be 90 days from the bid receipt date by COMPANY.

11. INTELLECTUAL PROPERTY RIGHTS

Bidder warrants that it shall comply with all regulations and legislation regarding the intellectual property rights and all the products/ software used by it to render the Work to the COMPANY is free of infringement of copyright, trademark or patent.

Additionally, Bidder notes that all data, software, drawings, and documents (including, for example, logs, charts, tracings, calculations and computer printouts) produced and/or developed in connection with the Purchase Order / Service Order / Contract are COMPANY's property. Where applicable, CONTRACTOR shall deliver such data, software, drawings, and documents to COMPANY on completion of the Work or termination of the Purchase Order or at COMPANY's request. COMPANY has the sole right to use and reproduce any data, charts and documents produced by CONTRACTOR or its subcontractors in the performance of the Work.

12. BID RETURN

Bidder shall promptly destroy this RFQ, including all addenda and appendices, to COMPANY:

- a. With a "No Bid" if declining to submit a bid, or
- b. When requested by COMPANY.

COMPANY reserves the right to retain any or all documents or records submitted by Bidder whether or not such documents or records are submitted at COMPANY's request.

**APPENDICES**

APPENDIX 1: SCOPE OF WORK and TECHNICAL BID TEMPLATE

APPENDIX 2: COMMERCIAL BID TEMPLATE

APPENDIX 3: FORM OF CONTRACT

APPENDIX 4: BIDDER-PROPOSED EXCEPTIONS TO FORM OF CONTRACT

For any queries regarding this RFQ, please contact Mr. Doan Anh Tuan – Procurement Specialist at [datuan@tljoc.com.vn](mailto:datuan@tljoc.com.vn) – tel.: +84 28 38230234, ext. 127 with a copy to [nttuyen@tljoc.com.vn](mailto:nttuyen@tljoc.com.vn).

Please note, however, that bid submission should be made in the form of sealed envelopes with the content mentioned in Clause 1 above.

Yours sincerely, 



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**NGUYEN THI TUYEN**  
Procurement Supervisor

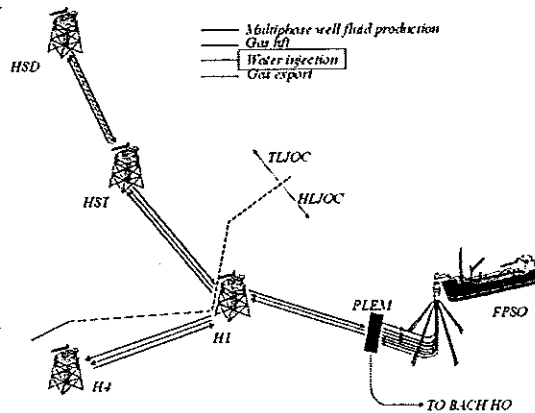
**APPENDIX 1**

**SCOPE OF WORK / TECHNICAL BID TEMPLATE**

**I. GENERAL INFORMATION**

Thang Long Joint Operating Company (TLJOC) was established by Petroleum Contract to operate Block 15-2/01 offshore Vietnam in 2005. Block 15-2/01 geologically resides in the Cuu Long Basin, off the southeastern Vietnamese coastline in an area of 2,832 km<sup>2</sup> with an average water depth of less than 50m. The fields are approximately 130 km east-southeast of Vung Tau city. The facilities comprise the following:

- A Wellhead Platform (WHP) located at the HSD field;
- A Wellhead Separation Platform (WHSP) located at the HST field;
- Tie-in to Hoang Long JOC's Te Giac Trang (TGT) facilities;
- Interconnecting subsea pipelines.



**II. SCOPE OF WORK/ TECHNICAL REQUIREMENTS**

**II.1. Scope of Supply**

Thang Long Joint Operating Company (TLJOC) hereby invites potential Contractor(s)/Supplier(s) to register for participation in providing Subscription of Meraki Enterprise/Advanced Security licenses for TLJOC,

**1. TECHNICAL SPECIFICATIONS OF SUBSCRIPTION OF MERAKI ENTERPRISE/ADVANCED SECURITY LICENSES:**

No	DESCRIPTION	UNIT	Q'TY	Remark
I	<b>Subscription of Meraki Enterprise/Advanced Security licenses for the following device categories for 01 year (12 months) from 05 Dec 2025:</b>	set		
1	Meraki MX95 Router/Security Appliance, Serial Number: Q2XN-CDJ7-3LQP		1	
2	Meraki MX95 Router/Security Appliance, Serial Number: Q2XN-CHNQ-659C		1	
3	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch, Serial Number: Q2CW-HQYS-6639		1	
4	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch, Serial Number: Q2CW-WLKG-YFWH		1	
5	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-AA2R-JVTZ		1	
6	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-DBLJ-WZ6P		1	
7	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-THZQ-TKJX		1	
8	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-Y5MQ-CAXP		1	
9	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-7MEB-W5HT		1	
10	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-PYPA-DSML		1	

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11	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-VQSH-SMT7		1	
12	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-W3EL-QFAH		1	
II	<b>Technical Support Services:</b>	lot	1	
1	Access to Cisco Meraki 24x7 global technical support (phone, email, online ticket)			
2	Unlimited remote troubleshooting support for hardware/software issues during license validity.			
3	Access to Meraki Dashboard for centralized cloud-based management.			
4	Proactive support in case of security events or system faults (based on support level)			
5	RMA (Return Merchandise Authorization) support with advanced hardware replacement (Next Business Day, as per Cisco policy)			
6	Software Updates & Security Patches:			
	- Continuous access to firmware updates, performance improvements, and critical security patches from Cisco Meraki.			
	- Automatic system upgrades managed via Meraki Dashboard to ensure compliance with the latest standards and best practices.A1			
7	Assistance in applying new licenses to existing devices and ensuring proper registration.			
8	Technical consulting and guidance during and after the renewal process.			
9	Documentation of the license renewal status for auditing or compliance purposes.			
10	The partner will support the customer throughout the license application and verification process.			
11	All support and service delivery will follow Cisco Meraki's global standards.			

**2. OBJECTIVES**

- Annual Subscription of Meraki Enterprise/Advanced Security licenses for the device categories for 01 year (12 months) from 05 Dec 2025.

**3. WORK REQUIREMENTS:**

Bidder is invited to provide Annual Subscription of Meraki Enterprise/Advanced Security licenses for the device categories for 01 year (12 months) from 05 Dec 2025 for TLJOC with requirements:

- Official licenses from Cisco Meraki with full manufacturer support and entitlement.
- All licenses are 100% genuine and verifiable through the Cisco Meraki portal.
- Company profile.
- List of similar services that Bidder has provided in the past 3 years (or 5 projects in the scope provision);
- Warranty Card: Original from Seller.
- All items need to be delivered at the same time to the TLJOC office, delivery time within 4 weeks from receipt of LOA.

**III. TECHNICAL BID TEMPLATE**

III.1. Bidder is requested to submit complete Technical Documentation, including but not limited to the following:

- a) Bidder's Company profile;
- b) Scope of supply is compliance with technical specifications and quantity for the items proposed as specified in RFQ.
- c) Services condition:
  - Official licenses from Cisco Meraki with full manufacturer support and entitlement.
  - All licenses are 100% genuine and verifiable through the Cisco Meraki portal.
  - All items need to be delivered at the same time to the TLJOC office, delivery time within 4 weeks from receipt of LOA.
- d) Delivery (for Goods)  
Bidder to confirm transportation to the addresse (included in the quoted rates/prices): Thang Long JOC HCM office, 6th floor, Riverbank Place, 3C Ton Duc Thang Street, Saigon Ward.
- e) Other requirement:  
Bidder to confirm will provide:

- List of similar services and supporting documents (PO/SO/Contract) that Bidder has provided in the past 3 years (or 5 projects in the scope provision);
  - Warranty Certificate from Seller: Original.
- f) Bid validity  
90 days from Bid Due Date
- g) Bidder may submit relevant information deemed necessary to supplement this bid.
- III.2. Bidder to provide a **un-priced Schedule of Rate and Prices** (as per the template provided in *Appendix 2*) in its Technical Bid, which will be with a remark "QUOTED" or "NOT QUOTED" as the case may be;
- III.3. BIDDER to provide **un-priced exceptions** to the Form of Contract (if any) using the template provided in *Appendix 4*.
- III.4. BIDDER to respond to Questionnaire to confirm compliance with the COMPANY requirements by filling up the below table:

No.	QUESTIONS	Technical Evaluation Criteria	Compliance		Bidder to specify details
			Yes	No	
1	<b>Technical specifications of Subscription of Meraki Enterprise/Advanced Security licenses:</b> Bidder to confirm compliance with technical specifications and quantity for the items proposed as specified in RFQ. Detail Technical Specification mentioned in the Scope Of Work.	Essential			
2	<b>Services condition:</b> - Official licenses from Cisco Meraki with full manufacturer support and entitlement. - All licenses are 100% genuine and verifiable through the Cisco Meraki portal. - All items need to be delivered at the same time to the TLJOC office, delivery time within 4 weeks from receipt of LOA.	Essential			
3	<b>Delivery (for Goods):</b> Bidder to confirm transportation to the addresse (included in the quoted rates/prices): Thang Long JOC HCM office, 6th floor, Riverbank Place, 3C Ton Duc Thang Street, Saigon Ward.	General			
4	<b>Other requirements:</b> Bidder to confirm will provide: - Company profile. - List of similar services and supporting documents (PO/SO/Contract) that Bidder has provided in the past 3 years (or 5 projects in the scope provision); - Warranty Certificate from Seller: Original.	General			
5	<b>Bid validity</b> 90 days from Bid Due Date	Essential			
6.	<b>Contract Form</b> Bidder to confirm its compliance with TLJOC Contract form as specified in Appendix 3 including of the followings: Section I – Form of Service Order Section II – General Terms and conditions	General			

(\* Essential criteria are a MUST, which any deviation to or any incompliance with may result the bid in disqualification.

## APPENDIX 2

### COMMERCIAL BID TEMPLATE

**Note:**

Bidder shall state all special commercial terms / Pricing Notes in its Commercial Bid. If Bidder does not intend to take any note then he shall mark "No Pricing Note" here. If this section is left blank, then it will be presumed that Bidder has no special commercial terms / Pricing Notes, and that it complies fully with the terms and conditions of the RFQ, except already stated in the exception form provided in Appendix 4 "Exceptions to Form of Contract" herein.

### SCHEDULE OF RATES AND PRICES

No	DESCRIPTION	Bidder's Description	Unit	Quantity	Unit Price Without VAT	Total Price without VAT
I	Subscription of Meraki Enterprise/Advanced Security licenses for the following device categories for 01 year (12 months) from 05 Dec 2025:		License	1	[Bidder to quote]	[Bidder to quote]
1	Meraki MX95 Router/Security Appliance, Serial Number: Q2XN-CDJ7-3LQP			1		
2	Meraki MX95 Router/Security Appliance, Serial Number: Q2XN-CHNQ-659C			1		
3	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch, Serial Number: Q2CW-HQYS-6639			1		
4	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch, Serial Number: Q2CW-WLKG-YFWH			1		
5	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-AA2R-JVTZ			1		
6	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-DBLJ-WZ6P			1		
7	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-THZQ-TKJX			1		
8	Meraki MR36 Wi-Fi 6 Indoor Access Point, Serial Number: Q3AJ-Y5MQ-CAXP			1		
9	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-7MEB-W5HT			1		
10	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-PYPA-DSML			1		
11	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-VQSH-SMT7			1		
12	Meraki MS125-48 10G L2 Cld-Mngd 48x GigE Switch, Serial Number: Q3DC-W3EL-QFAH			1		
II	Technical Support Services:		Set	1	[Bidder to quote]	[Bidder to quote]
1	Access to Cisco Meraki 24x7 global technical support (phone, email, online ticket)					
2	Unlimited remote troubleshooting support for hardware/software issues during license validity.					
3	Access to Meraki Dashboard for centralized cloud-based management.					

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4	Proactive support in case of security events or system faults (based on support level)					
5	RMA (Return Merchandise Authorization) support with advanced hardware replacement (Next Business Day, as per Cisco policy)					
6	Software Updates & Security Patches:					
	- Continuous access to firmware updates, performance improvements, and critical security patches from Cisco Meraki.					
	- Automatic system upgrades managed via Meraki Dashboard to ensure compliance with the latest standards and best practices.A1					
7	Assistance in applying new licenses to existing devices and ensuring proper registration.					
8	Technical consulting and guidance during and after the renewal process.					
9	Documentation of the license renewal status for auditing or compliance purposes.					
10	The partner will support the customer throughout the license application and verification process.					
11	All support and service delivery will follow Cisco Meraki's global standards.					
	<b>SUB-TOTAL without VAT</b>				[Bidder to quote]	[Bidder to quote]
	<b>VAT [Bidder to specify the percentage]</b>				[Bidder to quote]	[Bidder to quote]
	<b>TOTAL (VAT inclusive)</b>				[Bidder to quote]	[Bidder to quote]


**Notes:**

- All rates for the above Goods/Services shall be inclusive of all applicable taxes (except for VAT only), overhead, profits, and all associated costs for Bidder to perform the entire Work as specified in the Scope of Work and the Form of Contract provided herein. The quoted rates shall be fixed and not be subject to revision for any reason including currency fluctuation. Bidder to advise the Value Added Tax (VAT) separately in your proposal.
- Payment shall be made 100% by wire transfer within thirty (30) days from delivery of Goods and/or satisfactory completion of Services and upon receipt of correct original invoices and supporting documents. Original invoices and supporting documents shall be sent to COMPANY's office in HCMC, Vietnam.

**APPENDIX 3**

**FORM OF CONTRACT**

**SECTION I – FORM OF SERVICE ORDER**

	<b>THANG LONG JOINT OPERATING COMPANY</b> 3C Ton Duc Thang Street, District 1, Ho Chi Minh City, Vietnam Tel No. (84-28) 38230 234 ; Fax No. (84-28) 38230 235 VAT CODE : 0303 801 087	<b>Section I – SERVICE ORDER</b>  P.O. NO : XXXXX MSR NO XX REV. NO : 0 DATE :				
<b>SERVICE ORDER NO:</b>	XXXXX					
<b>ORDER TITLE:</b>	PROVISION OF ANNUAL SUBSCRIPTION LICENSE FOR MERAKI NETWORK EQUIPMENT					
<b>CONTRACTOR:</b> Add: Tel/ Fax: Attn:						
<b>PAYMENT TERM:</b>	Within thirty (30) days from delivery of Goods/Services and upon receipt of correct original invoices and supporting documents.					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price (VND)</b>	<b>Total Amount (VND)</b>	<b>Remarks</b>
	Refer to SOW					
<b>GRAND TOTAL</b>						
<b>Notes</b>						
<p><b>1. RATES AND PRICES</b>                  Rates and prices are fully inclusive, including without limitation all applicable taxes (except for VAT only), costs, transportation, Contractor's overhead, and profit and the like. Rates and prices are fixed and firm for the duration of the SERVICE ORDER and are neither subject to escalation nor adjustment due to currency fluctuation.</p> <p><b>2. GOODS/SERVICES</b>                  GOODS/SERVICES must be genuine, 100% brand-new, free of defects and liens.. GOODS/SERVICES are subject to warranty stated herein.</p> <p><b>3. DELIVERY</b>                   3.1 DELIVERY PLACE: Thang Long JOC HCM office, 6th floor, Riverbank Place, 3C Ton Duc Thang Street, Saigon Ward.</p> <p><b>4. WARRANTY</b>                  Minimum 12-month warranty from delivery of GOODS/SERVICES.</p> <p><b>5. DOCUMENT REQUIREMENTS</b>                  Further to the documents/ certificates as specified above, the following document shall accompany the GOODS/SERVICES:                  - Delivery tickets: issued by CONTRACTOR in 02 originals, of which 01 original to accompany the GOODS and the other one to accompany the Tax invoice(s).</p> <p><b>6. INVOICING AND PAYMENT</b>                  - Original invoice(s) shall be issued for total PURCHASE ORDER value after provision of Annual Subscription License for Meraki Network Equipment. The payment for total PURCHASE ORDER value shall be made</p>						



**Thang Long Joint Operating Company**  
**RFQ#9425011 – Provision of Subscription for Microsoft 365 Business Standard Licenses**

within 30 days from delivery of GOODS and upon receipt of correct invoices together with supporting documents submitted in hard copy and E-Invoice issued via email to COMPANY address stated below:

Thang Long Joint Operating Company  
3C Ton Duc Thang, Ben Nghe ward, District 1, Ho Chi Minh City, Vietnam  
FAO: Finance Manager  
Tax Code: 0303801087  
- E-invoice shall be sent to e-invoice@tljoc.com.vn

**7. COMMUNICATION**

All operational correspondence and communication related to this PURCHASE ORDER shall be in the English language and must refer to the PURCHASE ORDER number and shall be directed to COMPANY at the address above stated, and for the attention of:

[TBA]

**The PURCHASE ORDER comprises the following Sections:**

- Section I: Form of PURCHASE ORDER (this page)  
Section II: TLJOC General Terms and Conditions

Signed for and on behalf of  
**Thang Long Joint Operating Company**

SERVICE ORDER confirmed and accepted for and on behalf  
of CONTRACTOR by:

**RELEVANT MANAGER**

**AUTHORISED PERSON**

**NAME:**

**POSITION:**

**DATE:**

**SECTION II: GENERAL TERMS AND CONDITIONS**

**ARTICLE 1 – DEFINITIONS**

- 1.1 "ACCEPTANCE" shall mean notification from COMPANY that the GOODS have been received in apparent good condition; (such notification shall be without prejudice to COMPANY's rights against CONTRACTOR should the GOODS thereafter prove to be defective).
- 1.2 "COMPLETION" shall mean completion of performance of the SERVICES to the satisfaction of COMPANY and "COMPLETED" shall be construed accordingly. Upon the completion of SERVICES, CONTRACTOR shall prepare for Company's acceptance a Job Completion Certificate as per Attachment 6.
- 1.3 "CONTRACTOR" shall mean the person, firm, or company as specified in the PURCHASE/SERVICE ORDER and to whom the PURCHASE/SERVICE ORDER is issued including its assignees and successors in title.
- 1.4 "GOODS" shall mean materials, equipment and/or goods purchased or to be purchased under this PURCHASE/SERVICE ORDER.
- 1.5 "DELIVERY" shall mean complete delivery of the GOODS in accordance with the delivery term stipulated in Section I – Form of PURCHASE/SERVICE ORDER.
- 1.6 "COMPANY" shall mean: **THANG LONG JOINT OPERATING COMPANY**  
  
A company incorporated under the laws of Vietnam and having its registered address at 3C Ton Duc Thang Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam.
- 1.7 "PURCHASE/SERVICE ORDER" shall mean the complete agreement constituting the PURCHASE/SERVICE ORDER including any Conditions of Particular Application, these General Terms and Conditions , SPECIFICATIONS and any other documents attached hereto or included herein by way of reference.
- 1.8 "SCHEDULED DELIVERY DATE (S)" shall mean the date or those dates (if any) referred to in the Conditions of Particular Application by which GOODS are to be delivered and/or SERVICES COMPLETED.
- 1.9 "SERVICES" shall mean services provided or to be provided under this PURCHASE/SERVICE ORDER including provision of resources and CONTRACTOR'S equipment where necessary for the performance of the services.
- 1.10 "SPECIFICATIONS" shall mean the drawings and/or description of the GOODS and/or the Scope of Work or SERVICES as stated in this PURCHASE/SERVICE ORDER or in any other documents attached or incorporated herein by way of reference.
- 1.11 "WORK" shall mean all work to be performed and things to be supplied including or in connection with the GOODS and/or the SERVICES pursuant to this PURCHASE/SERVICE ORDER.
- 1.12 "VIETNAMESE CONTRACTOR" shall mean a licensed enterprise under Vietnam's domestic or foreign enterprise Laws and Regulations having a valid VAT code and able to issue valid official or red invoices.
- 1.13 "FOREIGN CONTRACTOR" shall mean an enterprise not licensed under Vietnam's domestic or foreign Laws and Regulations. A foreign contractor may register for VAS (or limited VAS) and issue

official or red invoices, however this does not constitute a licensed under Vietnam domestic or foreign enterprise Laws.

- 1.14 "CO-VENTURES" shall mean any co-ventures with the COMPANY from time to time having an interest in the licences and/or leases and similar arrangement under which the WORK, GOODS and/or SERVICES will be provided and the successors-in-interest of such CO-VENTURES or the assignees of any interest of such CO-VENTURES.
- 1.15 "Work Release/ Release Order" shall mean a document issued by COMPANY requiring the provision of GOODS and/or SERVICES by CONTRACTOR. If applicable, orders for call-out GOODS and/or SERVICES shall be binding only if such orders are served in writing in form of a Work Release/ Release Order as in attached Attachment 3 with reasonable sufficient details and notice period(s).

#### **ARTICLE 2 – ACCEPTANCE OF PURCHASE/SERVICE ORDER AND DELIVERY INSTRUCTIONS**

- 2.1 Unless otherwise specified in writing by COMPANY, CONTRACTOR's receipt of this PURCHASE/SERVICE ORDER shall be deemed to constitute acceptance of an agreement to comply with all the provisions of this PURCHASE/SERVICE ORDER.
- 2.2 CONTRACTOR shall deliver the GOODS and/or SERVICES in the manner and at the times specified by COMPANY. If the GOODS and/or SERVICES are not delivered and/or Completed in accordance with COMPANY's requirements, CONTRACTOR shall be responsible for any additional expenses arising therefrom.
- 2.3 Except as otherwise specified in writing by COMPANY, CONTRACTOR shall be responsible for and bear the cost of packaging, loading, insurance (if any) and carriage of the GOODS and all other items for the performance of the WORK.

#### **ARTICLE 3 – TITLE AND RISK OF LOSS**

- 3.1 Title of the GOODS and risk of loss shall pass to COMPANY in accordance with the delivery term as defined in delivery term set out in Section I – Form of PURCHASE/SERVICE ORDER or on completion of SERVICES as the case may be. If the delivery terms are not set out therein, the title and risk of loss and damage to the GOODS shall pass to COMPANY upon ACCEPTANCE of the GOODS or upon payment, whichever is the earlier.
- 3.2 Notwithstanding passage of title; risk shall remain with CONTRACTOR until ACCEPTANCE or payment by COMPANY whichever occurs first.

#### **ARTICLE 4 – CHANGES**

COMPANY reserves the right, to make changes to this PURCHASE/SERVICE ORDER, with reasonable notice in writing to CONTRACTOR, subject to equitable adjustment for any increase or decrease in price or time required for performance where applicable. In the event that there shall be disagreement between COMPANY and CONTRACTOR as to the quantum of such equitable adjustment, CONTRACTOR shall nevertheless proceed with the WORK (and the change in the WORK) with all due diligence.

#### **ARTICLE 5 – TERMS OF PAYMENT**

- 5.1 Unless otherwise stated herein, payment by wire transfer shall be remitted within thirty (30) days after receipt of the correct original invoice and appropriate supporting documents evidencing shipment or ACCEPTANCE or COMPLETION, whichever is later.
- 5.2 Each invoice shall be accompanied by the latest updated version of the Contract Expenditure Report in the form shown in Attachment 2 - CONTRACT EXPENDITURE REPORT. Failure to attach this form will result in the invoice being returned to the CONTRACTOR without approval for payment. [Not Applicable]
- 5.3 All payments required to be made under the terms of this PURCHASE/SERVICE ORDER shall be made in Vietnamese Dong (VND) by wire transfer, if a VIETNAMESE CONTRACTOR or in US

Dollars (USD) by wire transfer if a FOREIGN CONTRACTOR, unless otherwise stated in Section I – Form of PURCHASE/SERVICE ORDER.

- 5.4 Where payment is stated in a foreign currency and the VIETNAMESE CONTRACTOR is not authorized to accept such currency, then, for purpose of converting a foreign currency to enable payment to be made in VND, unless otherwise stated in Section I – Form of PURCHASE/ SERVICE ORDER, the rate of exchange to be used shall be the Transfer rate of Vietcombank Ho Chi Minh City for the currency and VND on the date of issuance of the invoice.
- 5.5 Bank transfer fees shall be borne by CONTRACTOR and COMPANY as follows: COMPANY shall bear the charges imposed by COMPANY's bank, all other charges not imposed by COMPANY's bank shall be the responsibility of and borne by the CONTRACTOR.
- 5.6 An incorrect invoice or an invoice without appropriate supporting documents will be returned to CONTRACTOR by COMPANY.
- 5.7 The invoice shall be submitted upon shipment or ACCEPTANCE or upon COMPLETION (whichever is the later) or at any other time as may be agreed between the parties.
- 5.8 COMPANY may dispute an invoice and shall withhold payment for incorrect invoice(s) without the appropriate supporting documentation required by COMPANY. COMPANY shall inform CONTRACTOR of the disputed item(s) within thirty (30) days of the receipt by COMPANY of the particular invoice. In the event that COMPANY disputes any invoice, COMPANY shall be entitled to withhold from payment only the actual amount in dispute until the settlement of the dispute by mutual agreement.
- 5.9 COMPANY reserves the right to audit CONTRACTOR's charges and CONTRACTOR shall, for a period of two (2) years from COMPLETION or ACCEPTANCE (whichever is the later) give COMPANY access to any detailed cost data necessary for that purpose, and COMPANY shall be entitled to copies of such data and supporting documents and other information.
- 5.10 COMPANY may withhold any payment due to CONTRACTOR to such extent as may be necessary to protect COMPANY from any loss arising or anticipated arising out of CONTRACTOR's failure to fulfill the requirements of this PURCHASE/SERVICE ORDER.
- 5.11 Original invoice and appropriate supporting documents shall be sent to:

**Thang Long Joint Operating Company**  
No. 3C Ton Duc Thang Street, Ben Nghe Ward,  
District 1, Ho Chi Minh City, Vietnam  
Attention: Finance Manager  
- E-invoice shall be sent to [e-invoice@tljoc.com.vn](mailto:e-invoice@tljoc.com.vn)

#### **ARTICLE 6 – AVAILABILITY / DELIVERY / COMPLETION**

- 6.1 CONTRACTOR recognizes that failure to meet any SCHEDULED AVAILABILITY/DELIVERY DATE (S) may have a serious consequential effect on COMPANY's WORK program. In view of this and the complexity in determining the loss or damage suffered or to be suffered by COMPANY arising out of such failure, CONTRACTOR hereby agrees that the amounts payable to COMPANY by way of liquidated damages pursuant to this Article 6 constitute reasonable compensation to COMPANY for such delay and CONTRACTOR's liability to COMPANY as specified in this Article 6 shall be conclusive irrespective of loss or damage actually suffered by COMPANY.
- 6.2 If CONTRACTOR fails to deliver the GOODS or achieve COMPLETION on or before the SCHEDULED AVAILABILITY / DELIVERY DATE(S) (or such extended SCHEDULED AVAILABILITY / DELIVERY DATE (S) as may be allowed pursuant to Article 6.4 below), then it is agreed that CONTRACTOR shall pay COMPANY, by way of liquidated damages, as the following:-
  - (a) (where GOODS alone are to be purchased under this PURCHASE/SERVICE ORDER), an amount equal to one half (1/2) percent of the value of the PURCHASE/SERVICE ORDER for each day or part thereof of delay, but only up to a maximum of five (5) percent of the value of the PURCHASE/SERVICE ORDER;
  - (b) (where SERVICES alone are to be performed under this PURCHASE/SERVICE ORDER), an amount equal to one half (1/2) percent of the value of the PURCHASE/SERVICE ORDER

for each day or part thereof of delay, but only up to a maximum of five (5) percent of the value of the PURCHASE/SERVICE ORDER; or

- (c) (where both GOODS are to be purchased and SERVICES are to be performed under this PURCHASE/SERVICE ORDER), an amount equal to one half (1/2) percent of the value of the GOODS for each day or part thereof of delay in delivery of the GOODS and in addition, an amount equal to one half (1/2) percent of the value of the SERVICES for each day or part thereof of delay, but only up to a maximum of five (5) percent each of the value of the GOODS and SERVICES respectively;

6.3 COMPANY's rights hereunder shall be without prejudice to any of its other rights whether to require reimbursement under Article 11 and/or to terminate this PURCHASE/SERVICE ORDER under Article 15 or otherwise. CONTRACTOR hereby agrees and authorizes COMPANY to deduct the amount by way of liquidated damages hereunder from any payment otherwise due to CONTRACTOR from COMPANY or to recover the same by any other means available.

6.4 In the event of:-

- (a) changes in the SPECIFICATIONS required by COMPANY;
- (b) force majeure under Article 18; or
- (c) any default on the part of COMPANY hereunder;

and if in the opinion of COMPANY the occurrence of such event shall fairly and reasonably entitle the CONTRACTOR to an extension of time for the SCHEDULED DELIVERY DATE (S), then COMPANY shall determine the amount of such extension. CONTRACTOR shall not be entitled to any extension of time under this Article 6.4 unless it has within fourteen (14) days of the occurrence giving rise to the claim for an extension of time, delivered to COMPANY a notice in writing giving particulars of the claim to extension of time to which CONTRACTOR considers itself entitled. The granting of any extension of time under this Article 6.4 per se shall not entitle CONTRACTOR to any financial claims.

#### ARTICLE 7 – PRICE

Unless otherwise provided in Section I – Form of PURCHASE/SERVICE ORDER, the prices and rates agreed herein shall be fixed and firm, non-escalating, and not subject to any escalation, exchange rate fluctuation for any reason whatsoever throughout the duration of the PURCHASE/SERVICE ORDER and any extension(s) thereto.

For a FOREIGN CONTRACTOR, the prices are net of Foreign Contractor Withholding Tax comprising Corporate Income Tax and Value Added Tax.

For a VIETNAMESE CONTRACTOR, the prices stated above are exclusive of VAT and will be increased for any VAT (if any).

#### ARTICLE 8 – WARRANTIES

8.1 All WORK shall be performed by suitably qualified and competent personnel and in the event that CONTRACTOR shall provide personnel, they shall be competent and suitably qualified for the purpose which they are provided. COMPANY reserves the right to require the replacement by CONTRACTOR at CONTRACTOR's cost, any personnel, which in COMPANY's opinion do not comply with the forgoing provisions.

8.2 CONTRACTOR warrants that the GOODS and/or SERVICES supplied shall:-

- (a) be free from defects and shall conform strictly as to quality, quantity and description stated in this PURCHASE/SERVICE ORDER and with all statutory requirements applicable; and
- (b) be of merchantable quality; and

- (c) be fit for purpose for which the GOODS and/or SERVICES are supplied; and
  - (d) be capable of the standard of performance specified in this PURCHASE/SERVICE ORDER.
- 8.3 CONTRACTOR further warrants that the GOODS are free and clear of all liens, encumbrances, taxes and claims.
- 8.4 CONTRACTOR shall obtain available warranties and guarantees from the manufacturers or vendors of materials or goods for incorporation into the GOODS. CONTRACTOR shall also obtain available warranties and guarantees from its subcontractors whose work form part of the SERVICES. CONTRACTOR shall extend to COMPANY the benefit of such warranties and guarantees for the materials, goods and/or services.
- 8.5 COMPANY's remedy for breach of the warranties set forth in this Article 8 shall be as follows:
- If the defect appears within the initial warranty period being eighteen (18) months after ACCEPTANCE or COMPLETION or twelve (12) months after commissioning whichever is the later, COMPANY shall promptly notify CONTRACTOR of the defect. Thereafter, COMPANY may, at its option, direct CONTRACTOR to repair or replace the GOODS or part thereof or in the case of SERVICES, to reperform the SERVICES or COMPANY may, on its own, repair or replace the GOODS or reperform the SERVICES. All costs of repair or replacement of the defective GOODS or reperformance of the defective SERVICES or part thereof whether undertaken by CONTRACTOR or COMPANY, including, without limitation to, costs of removal, transportation and reinstallation and customs duties shall be borne by CONTRACTOR. In the event COMPANY exercises the option to repair or replace the defective GOODS or reperform the defective SERVICES or part thereof, CONTRACTOR shall reimburse COMPANY all costs and expenses incurred by COMPANY, whether direct or incidental, in carrying out the reperformance, repair or replacement WORK.
- 8.6 Where the GOODS have been repaired or replaced or SERVICES re-performed, whether in whole or in part pursuant to this Article 8, then all the warranties stated in this Article 8 shall continue to apply to the reperformed SERVICES or the repaired or replaced GOODS: -
- (a) for a period of one (1) year from the date of successful reperformance, repair or replacement; or
  - (b) for the remainder of the initial warranty period whichever is later.
- 8.7 COMPANY's inspection, testing, witness of tests or payment of invoices shall not relieve CONTRACTOR from its warranty obligations as set forth in this Article 8.

#### **ARTICLE 9 – CARE AND PERFORMANCE OF SERVICES**

- 9.1 CONTRACTOR shall exercise reasonable standards of skill, care and diligence demonstrated by an equivalent international and duly qualified contractor in the industry in the performance of the SERVICES.
- 9.2 CONTRACTOR shall perform the SERVICES in accordance with sound and modern industry practice and in accordance with all applicable codes and standards.
- 9.3 CONTRACTOR agrees that COMPANY shall be allowed to make free unfettered use of any information made available by CONTRACTOR to COMPANY at any time.
- 9.4 CONTRACTOR shall keep accurate and complete records of its performance of the SERVICES and such records shall be available for inspection by COMPANY at all reasonable times from the date of this PURCHASE/SERVICE ORDER until a minimum period of Two (2) years after the date of COMPLETION.
- 9.5 The SERVICES shall be performed by CONTRACTOR as an independent contractor and the relationship between COMPANY and CONTRACTOR shall in no event be construed as that of employer and employee, principal and agent or master and servant.

- 9.6 The ownership of all reports, information and intellectual property arising from the SERVICES shall vest in COMPANY upon creation.

#### **ARTICLE 10 – TAXES AND DUTIES**

- 10.1 VIETNAMESE CONTRACTOR - the CONTRACTOR shall pay and hold the COMPANY harmless from any and all taxes, duties, assessments, royalties or other charges levied by any government authorities in connection with the GOODS or SERVICES.
- 10.2 FOREIGN CONTRACTOR -The COMPANY shall pay in relation to the payment to or on behalf of the CONTRACTOR, Foreign Contractor Withholding Tax comprising Corporate Income Tax and Value Added Tax as required by law. The COMPANY shall remit such monies to the relevant revenue authorities. This shall not include Personal Income Tax on employees of the CONTRACTOR who are in Vietnam to carry out the duties under this PURCHASE/SERVICE ORDER, which shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible to declare, register and pay to the local Vietnamese Tax authorities for any Personal Income Tax payable on all personnel for the performance of SERVICES in Vietnam in accordance with the laws and regulations of Vietnam.
- 10.3 Import of the GOODS into Vietnam shall be made in the name of the CONTRACTOR unless the GOODS fall within the "Import-Export License for Exploration Activities (hereinafter referred to as the Import-Export License) in which case the GOODS may, upon prior consultation with the COMPANY, be imported in the name of the COMPANY.

#### **ARTICLE 11 – EXPEDITING**

- 11.1 COMPANY or its authorized representative shall have free access at all reasonable times to CONTRACTOR's or CONTRACTOR's supplier's premises for the purpose of checking on the progress of the WORK provided a reasonable notice has been given to CONTRACTOR..
- 11.2 CONTRACTOR shall submit its WORK schedule and/or progress report to COMPANY on a fortnightly basis or as otherwise requested by COMPANY.
- 11.3 In the event that:-
- (a) a delay in delivery of the GOODS or COMPLETION is, in COMPANY's opinion, likely; and
  - (b) the CONTRACTOR's WORK is in COMPANY's opinion behind schedule and/or too slow to ensure delivery of the GOODS or COMPLETION by the SCHEDULED DELIVERY DATE or any extension thereof;

then COMPANY may notify the CONTRACTOR and require the CONTRACTOR to take necessary action including without limitation increasing resources for the WORK or air freighting to mitigate the delay and CONTRACTOR shall forthwith upon receipt of such notice from COMPANY, take the required steps to expedite the WORK. The CONTRACTOR shall not be entitled to any additional payment in respect of or in connection with the taking of such steps, unless and to the extent that the steps required to be taken have been necessitated by changes in the SPECIFICATIONS required by COMPANY or by any default on COMPANY's part.

- 11.4 If the CONTRACTOR fails to comply with the said notice from COMPANY within fourteen (14) days from the date of the said notice or if steps taken are in the opinion of the COMPANY unsatisfactory or unlikely to achieve the expedition required, COMPANY may take all such steps as it deems fit including but not limited to the deployment of its own resources to expedite the WORK and mitigate any delay in COMPLETION and/or delivery of the GOODS. Unless and to the extent that the steps taken hereunder have been necessitated by changes in the SPECIFICATIONS required by COMPANY or any default on COMPANY's part, COMPANY shall be entitled to recover from CONTRACTOR all additional costs incurred by COMPANY hereunder and CONTRACTOR hereby agrees and authorizes COMPANY to deduct the same from any payment otherwise due to CONTRACTOR from COMPANY. Any sum due and payable to COMPANY by way of reimbursement hereunder shall be in addition to any sum due by way of liquidated damages under Article 6 above.

**ARTICLE 12 – ASSIGNMENT**

- 12.1 CONTRACTOR is prohibited from assigning this PURCHASE/SERVICE ORDER or any part hereof or any benefit or interest hereunder without the written approval of COMPANY, who shall be entitled at its absolute discretion to grant or refuse such approval or grant such approval subject to such conditions as it deems fit. Any purported assignment without the written approval of COMPANY shall be absolutely void against COMPANY and COMPANY in such event shall have no obligation whatsoever to the purported assignee. Any assignment shall not release or relieve CONTRACTOR of any of its obligations hereunder.
- 12.2 COMPANY may assign this PURCHASE/SERVICE ORDER including all rights and obligations at any time without Approval by CONTRACTOR, provided that COMPANY notifies the CONTRACTOR of such assignment.

**ARTICLE 13 – SUB-CONTRACTING**

- 13.1 CONTRACTOR shall not subcontract any of its duties hereunder without the prior approval of COMPANY. In the event COMPANY approves a subcontract, CONTRACTOR shall nevertheless remain primarily responsible to COMPANY for all of its duties that are subcontracted. No such subcontract shall be deemed to create any contractual relationship between COMPANY and the subcontractor.

**ARTICLE 14 – STORAGE, REJECTION, REPAIR AND REPLACEMENT OF GOODS**

- (a) Any part of the GOODS ready for delivery before COMPANY has authorised delivery shall be stored by CONTRACTOR at its own risk and expense.
- (b) At COMPANY's request, CONTRACTOR shall repair or replace GOODS and/or re-perform the SERVICES not complying with the SPECIFICATIONS or supply any shortfall in the event of shortfall in delivery or COMPANY may at its option reperform such SERVICES and/or repair or replace such GOODS or supply any shortfall in the event of shortfall in the delivery. CONTRACTOR shall bear all costs and expenses incurred by either CONTRACTOR or COMPANY as a result of the reperformance of the SERVICES, rejection, repair or replacement of the GOODS or supply of shortfall in delivery including but not limited to costs of transportation, labor and customs duties provided CONTRACTOR is provided reasonable opportunity to rectify or repair such defect or damages.

**ARTICLE 15 – TERMINATION**

- 15.1 COMPANY may terminate this PURCHASE/SERVICE ORDER under any of the following circumstances:
- (a) CONTRACTOR breaches any of the terms of this PURCHASE/SERVICE ORDER or fails to perform any of its obligations stated in this PURCHASE/SERVICE ORDER including but not limited to the failure to deliver the GOODS by the SCHEDULED AVAILABILITY / DELIVERY DATE(S), failure to achieve COMPLETION by the SCHEDULED AVAILABILITY / DELIVERY DATE(S) or failure to commence the performance of the SERVICES as required by COMPANY. Cancellation in this event shall be at no cost to COMPANY provided CONTRACTOR is provided reasonable opportunity to rectify such situation; or
- (b) COMPANY does not require the GOODS or SERVICES due to whatever reason. In such event COMPANY shall reimburse CONTRACTOR for all resulting reasonable and unavoidable documented costs paid by CONTRACTOR up to the time of cancellation; or
- (c) In the event maximum Liquidated Damages are assessable by COMPANY

**ARTICLE 16 – LIABILITY AND INDEMNITY**

- 16.1 CONTRACTOR shall be responsible for and shall indemnify, defend and hold harmless COMPANY and their respective joint venturers, controlled, affiliated, parent and subsidiary companies and the shareholders, directors, agents, employees and representatives of each ("the Indemnified Parties") from and against any and all claims, demands and causes of action brought by any third party including but not limited to officers, agents, representatives of CONTRACTOR subcontractors of either the Indemnified Parties or CONTRACTOR and against any and all judgments in respect thereto, on account of personal injury or death or on account of property damage, destruction, or loss arising out of any act or omission of CONTRACTOR, its officers, employees, representatives or subcontractors, related to this PURCHASE/SERVICE ORDER or the GOODS and/or SERVICES without regard to whether any negligent act or omission of the Indemnified Parties contributed to such injury, death or property damage. However, CONTRACTOR shall not be responsible for, nor indemnify or hold the Indemnified Parties harmless from injury, death or property damage caused solely by the willful misconduct of COMPANY.
- 16.2 CONTRACTOR, regardless of any negligence of the Indemnified Parties, shall be responsible for and shall indemnify, defend and hold harmless the Indemnified Parties against any liability, claims, demands, loss or expenses on account of
- (a) personal injury or death of any director, employee, agent or representative of CONTRACTOR or its subcontractors; and/or
  - (b) damage, destruction, or loss of any property owned, hired or in the control of CONTRACTOR or its subcontractors;
  - (c) damage, destruction or loss of any property of the Indemnified Parties in the care, custody and control of CONTRACTOR.
- 16.3 For the purposes of this Article 16, "willful misconduct" means any act or failure to act (whether sole, joint or concurrent) by a Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences, such act or failure would have had on the safety or property of another person or entity any act or failure to act which was intended to cause harm to another or damage to the property of another but shall not include any error of judgement or mistake made by such Party in the exercise in good faith of any function, authority or discretion conferred on such Party under this Agreement.
- 16.4 The indemnities in this Article 16 shall survive the termination or discharge of this PURCHASE/SERVICE ORDER.

**ARTICLE 17 – INSURANCE**

- 17.1 Without prejudice to the provisions of Article 16, CONTRACTOR shall at its own cost, effect and maintain during the performance of the WORK adequate and appropriate insurances in relation to the following: -
- (a) workmen's compensation (employees' liability) in respect of all employees and other personnel engaged by or providing services to CONTRACTOR.
  - (b) motor vehicles, third party and passenger liability in respect of any owned or rented motor vehicles.
  - (c) owned or rented plant and equipment including vessels or other floating equipment.
  - (d) general third party liability insurance covering legal and contractual liability for loss, damage, injury or death to third parties.
  - (e) if specifically requested by COMPANY, construction all risks insurance to an amount stipulated in the PURCHASE/SERVICE ORDER.

the level of insurance cover shall in each case be adequate to fully protect against the respective risks

17.2 CONTRACTOR shall produce the relevant Certificates of Insurances for inspection plus proof of payment of premiums whenever requested by COMPANY.

17.3 CONTRACTOR shall ensure that all such Insurances: -

(a) waive all rights of subrogation against COMPANY, and all their joint venturers, all their respective controlled, parent or subsidiary companies and all their respective agents, directors and employees ; and

(b) name COMPANY, and all their joint venturers, all their respective controlled, parent or subsidiary companies and all their respective agents, directors and employees as additional named assured.

#### **ARTICLE 18 – FORCE MAJEURE**

18.1 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or losses to the extent that such delay or failure result from the party being prevented from performing by causes beyond the reasonable control of such party and which by the exercise of reasonable diligence that party could not have prevented or provided against, all of which causes are hereinafter called "Force Majeure" including but without being limited to, strikes, lockouts or other industrial disturbances (other than strikes, lock outs or other industrial disturbances by the personnel of CONTRACTOR, its parent subsidiary or associate and its subcontractors of any tier), riots, fires, floods, storms, Acts of God, war (declared or undeclared), acts of the enemy, blockades, insurrections, revolutions, compliance with any regulation, order or requirement of any governmental or military agency, but specifically excluding the financial distress of such party. The party prevented from performing for any such cause shall notify the other party and shall do all things reasonably necessary to remove such cause and shall resume performance hereunder as soon as such cause is removed, provided that this shall not require such party to settle labour disputes on terms not acceptable to such party. CONTRACTOR shall not be entitled to any compensation for the suspension of performance as a result of Force Majeure.

#### **ARTICLE 19 – COMPLIANCE WITH LAWS**

19.1 In the performance of the WORK, CONTRACTOR shall comply and ensure compliance by its agents and subcontractors with all applicable law and shall indemnify and hold COMPANY safe and harmless against all claims, demands, losses, fines and penalties which in any way resulted from CONTRACTOR's failure to comply with such applicable law. For the purpose of this PURCHASE/SERVICE ORDER, "law" includes any law: national, state, municipal, local or otherwise and any requirement, ordinance, rule or regulation of any governmental authority or agency: national, state, municipal, local or otherwise. Compliance with laws under this Article 19 includes the securing by CONTRACTOR of all necessary import licences or permits wherever applicable. If CONTRACTOR or any of its agents or subcontractors perform any part of the WORK hereunder contrary to law, then CONTRACTOR shall bear any additional costs resulting from said violation and correction thereof. Under no circumstances shall CONTRACTOR enter into any negotiation with any governmental authority or agency to develop ACCEPTANCE or variations or revisions to law, without COMPANY's prior written approval.

#### **ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT / DRUG AND ALCOHOL**

20.1 CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of the SERVICES and shall comply with the provisions of the COMPANY's Health, Safety and Environment Management as described in Attachment 5 - HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT.

20.2 CONTRACTOR warrants that its employees, agents and subcontractors shall not perform any WORK while under the influence of alcohol or drugs or any controlled substance. CONTRACTOR, its employees, agents and subcontractors shall at all times comply with any drug and alcohol policy which may be issued by COMPANY from time to time.

#### **ARTICLE 21 – CONFIDENTIALITY**

- 21.1 CONTRACTOR shall treat as secret and confidential all information acquired by CONTRACTOR during the performance of the WORK including, without limitation, the policies of COMPANY and the results of any investigation or enquiry carried out or report and recommendation made by CONTRACTOR hereunder, and CONTRACTOR shall not disclose any such information to any other person without obtaining the prior written consent of COMPANY. The obligations of CONTRACTOR under this Article 21 shall continue notwithstanding the termination or expiration of this PURCHASE/SERVICE ORDER.
- 21.2 CONTRACTOR shall not divulge any information with regard to this PURCHASE/SERVICE ORDER or with regard to COMPANY in any publicity release or advertising without securing the prior written consent of COMPANY which consent shall not be unreasonably withheld.
- 21.3 The CONTRACTOR acknowledges that the COMPANY's obligations to PETROVIETNAM include the compliance with requirements as may be directed by PETROVIETNAM from time to time. In respect thereof, the CONTRACTOR hereby expressly consents to granting the COMPANY the right, upon receipt of directive from PETROVIETNAM, to disclose information relating to the CONTRACT and/or the CONTRACTOR to PETROVIETNAM and any of the CO-VENTURERS. The COMPANY's right to disclose information shall be unequivocal whether or not PETROVIETNAM' directives shall have the force of law in the Socialist Republic of Vietnam.

#### **ARTICLE 22 – INDEMNITY AGAINST INFRINGEMENT**

- 22.1 CONTRACTOR warrants that the GOODS and/or SERVICES do not infringe or violate any patent, copyright, trade secret or proprietary right. CONTRACTOR will defend and hold COMPANY harmless from actions at law or in equity brought against COMPANY arising from a claim that COMPANY's use of the GOODS or SERVICES infringes a patent, copyright, trade secret or proprietary right and will pay, or shall ensure that there is paid on behalf of COMPANY, all costs, damages, lawyers' fees and other reasonable expenses associated with such claim that a court finally awards as a result of such claim. If such claim is directed towards COMPANY, COMPANY shall notify CONTRACTOR promptly in writing of the claim, allow CONTRACTOR to participate in the defence of such claim and CONTRACTOR shall not agree to any settlement of such claim without COMPANY's written consent. If such claim is directed towards CONTRACTOR, CONTRACTOR shall have the right to control and direct through lawyers of its own selection, the investigation, defence and settlement of such claim. If COMPANY so desires, COMPANY may also participate in its own defence, at COMPANY's own expense with lawyers of its own selection. Should the GOODS or SERVICES provided under this PURCHASE/SERVICE ORDER become the subject of any claim of infringement, CONTRACTOR shall procure for COMPANY the right to continue using the GOODS or SERVICES, replace or modify them to make them non-infringing.

#### **ARTICLE 23 – PAYMENT TO CREDITORS**

- 23.1 COMPANY may, at its sole discretion, make direct payments to any of CONTRACTOR's creditors in the event of non-payment by CONTRACTOR to such creditors. If COMPANY make such direct payments, COMPANY may retain out of any amount it otherwise owes CONTRACTOR an amount sufficient to offset such payments. In the event the amount COMPANY otherwise owes CONTRACTOR is insufficient to offset such payments, CONTRACTOR shall reimburse such sum to COMPANY as soon as CONTRACTOR receives a written request for reimbursement from COMPANY. In any event, COMPANY shall have available to it all rights and remedies provided in law or equity.

#### **ARTICLE 24 – ARBITRATION**

- 24.1 All disputes, controversies or claims arising out of or in connection with this PURCHASE/SERVICE ORDER or the breach, termination or invalidity thereof unless settled by mutual agreement shall be settled by arbitration in accordance with the Rules of Arbitration of the Singapore International Arbitration Centre before a single arbitrator. The place of arbitration shall be Singapore and the language shall be English. CONTRACTOR shall proceed with the WORK with due exception notwithstanding any dispute.

**ARTICLE 25 – CHOICE OF LAW**

- 25.1 This PURCHASE/SERVICE ORDER shall be governed by and construed according to the laws of England. The Parties intend that no provision of this PURCHASE/SERVICE ORDER shall by virtue of the English Contracts (Rights of Third Parties) Act 1999 confer any benefit on nor be enforceable by any person who is not a party to this PURCHASE/SERVICE ORDER.

**ARTICLE 26 – INTERPRETATION**

- 26.1 In the event of conflict between the provisions of these General Terms of Purchase and the provision of any of the Attachments or other documents included herein by reference or with the provision of any other documents including invoices and acknowledgment or acceptance forms used in connection with this PURCHASE/SERVICE ORDER, the order of precedence shall be as follows; (a) Conditions of Particular Application (b) General Terms and Conditions; (c) SPECIFICATIONS; (d) Price Schedule (if any); (e) Administrative Procedures (if any) and any other documents which may be attached or included herein by reference.
- 26.2 Acceptance of this PURCHASE/SERVICE ORDER constitutes a waiver by CONTRACTOR of any restrictive clause whether in relation to the SERVICES or appearing or which may appear on any drawing, data or any GOODS delivered by CONTRACTOR to COMPANY under this PURCHASE/SERVICE ORDER; such clauses, if any, shall not be binding upon COMPANY, and CONTRACTOR authorizes COMPANY to nullify, obliterate or otherwise remove any such restrictive clause from any drawing, data of GOODS so delivered or SERVICES so performed.

**ARTICLE 27 – WAIVER**

- 27.1 No indulgence or concession granted by COMPANY in relation to any of the terms of this PURCHASE/SERVICE ORDER shall in any affect or prejudice COMPANY's rights hereunder and any such indulgence or concession may be withdrawn at any time by COMPANY without prior notice. Waiver by COMPANY of any breach or non-observance of the terms of this PURCHASE/SERVICE ORDER shall not constitute or be construed as a waiver of any succeeding breach or non-observance of the same or any other term.

**ARTICLE 28 – ENTIRE AGREEMENT**

- 28.1 This PURCHASE/SERVICE ORDER constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to this PURCHASE/SERVICE ORDER, either written or oral, including COMPANY's invitation to CONTRACTOR to bid and CONTRACTOR's proposal, except to the extent they are incorporated in or attached to this PURCHASE/SERVICE ORDER. No change, alteration or modification to this PURCHASE/SERVICE ORDER shall be effective unless in writing and signed by the parties pursuant to Article 4.

**ARTICLE 29 – INSPECTION**

- 29.1 The GOODS or SERVICES are subject to inspection by COMPANY or its authorized representative (hereinafter referred to as Inspector) and the Inspector shall have free access at all reasonable times to CONTRACTOR's or CONTRACTOR's suppliers premises for the purpose of inspection of the GOODS or SERVICES. The inspection does not relieve CONTRACTOR of the responsibility to furnish GOODS or perform SERVICES that conform to the SPECIFICATIONS and neither shall it relieve CONTRACTOR of the responsibility to provide its own quality control and in-house inspection of the GOODS or SERVICES. Test reports, if required, shall be submitted by CONTRACTOR to Inspector at the time of inspection.

**ARTICLE 30 – BANK GUARANTEE [Not Applicable]**

- 30.1 CONTRACTOR shall provide within fourteen (14) days of the date of issuance of this PURCHASE/SERVICE ORDER, an irrevocable and unconditional bank guarantee payable to COMPANY on demand by COMPANY, in a form acceptable to COMPANY from a licensed bank acceptable to COMPANY for a sum of United States Dollar equivalent to \_\_\_\_\_. The bank guarantee shall remain valid from the date of this PURCHASE/SERVICE ORDER until thirty (30) days after the expiry of any applicable warranty period.
- 30.2 Any payment to be made by COMPANY to CONTRACTOR shall be subject to CONTRACTOR having first delivered the bank guarantee to COMPANY, and in addition, failure to deliver the bank guarantee to COMPANY within the stipulated time shall give COMPANY the right to cancel this PURCHASE/SERVICE ORDER in which event COMPANY shall not be liable in any way for costs, damages or any other losses suffered by CONTRACTOR.
- 30.3 COMPANY may call upon the bank guarantee in the event CONTRACTOR breaches any of the terms of this PURCHASE/SERVICE ORDER or fails to perform or adhere to any of its obligations stated hereunder.

**ARTICLE 31 – PERFORMANCE GUARANTEE [Not Applicable]**

- 31.1 CONTRACTOR shall provide COMPANY a written guarantee of performance in a form acceptable to COMPANY from CONTRACTOR's foreign supplier, parent or affiliated company as required by COMPANY. The performance guarantee shall remain valid from the date of this PURCHASE/SERVICE ORDER until thirty (30) days after the expiry of any applicable warranty period.
- 31.2 Any payments to be made by COMPANY to CONTRACTOR shall be subject to CONTRACTOR having first delivered the performance guarantee to COMPANY, and in addition, failure to deliver the performance guarantee to COMPANY within the stipulated time shall give COMPANY the right to cancel this PURCHASE/SERVICE ORDER in which event COMPANY shall not be liable in any way for costs, damages or any other losses suffered by CONTRACTOR.

**ARTICLE 32 – SEVERABILITY**

- 32.1 In the event that any Article or part of any Article contained in this PURCHASE/SERVICE ORDER is invalid then such Article or part of such Article shall be deemed to be excluded from this PURCHASE/SERVICE ORDER and such invalidity shall not prejudice the validity or enforceability of the remainder of this PURCHASE/SERVICE ORDER.

**ARTICLE 33 – COMPANY AS OPERATOR**

- 33.1 COMPANY enters into this PURCHASE/SERVICE ORDER as operator on behalf of itself and its CO-VENTURERS. CONTRACTOR accordingly agrees (a) that any claim or action by CONTRACTOR under this PURCHASE/SERVICE ORDER will be made or brought exclusively against COMPANY (or, in the event of change of operator, the then operator) who will be answerable to CONTRACTOR on behalf of both itself and its CO-VENTURERS and (b) that in any claim or action made or brought against CONTRACTOR under this PURCHASE/SERVICE ORDER, CONTRACTOR shall be answerable directly to COMPANY (or, in the event of change of operator, the then operator) and to the full extent of any loss or damage suffered by both the latter and its CO-VENTURERS.

**ARTICLE 34 - CONTRACTOR'S PERSONNEL**

- 34.1 COMPANY may require CONTRACTOR to remove anyone whom in COMPANY's opinion, is incompetent, has committed a misconduct, or whose continued engagement on the SERVICES is in COMPANY's opinion undesirable. Any such person shall promptly be removed from the work at CONTRACTOR's sole expense and will be replaced by a substitute of suitable calibre as soon as practical subject to COMPANY's advance approval.

- 34.2 Where the SERVICES comprise or include secondment of personnel to COMPANY, such personnel shall perform such tasks as may reasonably be required of them by COMPANY and shall be subject to the disciplinary and administrative regulations of COMPANY's employees.

**ARTICLE 35 – COOPERATION WITH OTHERS**

- 35.1 CONTRACTOR shall as directed by COMPANY (or its authorised representative) coordinate and schedule its activities with other CONTRACTORS and employees, including COMPANY's employees, engaged in independent activities at or near the worksite. COMPANY reserves the right to instruct CONTRACTOR to reschedule any of its activities on order to minimize interference with other parties.

**ARTICLE 36 – CONFLICT OF INTEREST**

- 36.1 CONTRACTOR shall be responsible to inform itself with the COMPANY's Policy on Business Conduct as described in Attachment 5 – POLICY ON BUSINESS CONDUCT and shall at all times act in a manner consistent with the provisions hereof.

**ATTACHMENT 1 – CONDITIONS OF PARTICULAR APPLICATION**

In the event of conflict between the Conditions of Particular Application contained in Attachment 1 and Article 1 to 36 of the General Terms and Conditions, the Conditions of Particular Application shall take precedent over Articles 1 to 36.

<b>Article No.</b>	<b>Description</b>	<b>Amendments to General Terms and Conditions</b>
30	Bank Guarantee	Not Applicable
31	Performance Guarantee	Not Applicable

**ATTACHMENT 2 – CONTRACT EXPENDITURE REPORT**




**THANG LONG JOINT OPERATING COMPANY**  
No. 3C, Ton Duc Thang Street, Ben Nghe Ward,  
District 1, Ho Chi Minh City, Vietnam  
Telephone: 84-28-3823 0234, Fax: 84-28-3823 0235

CONTRACT EXPENDITURE REPORT (CER)				
DATE OF REPORT (mm/dd/yy)				
CONTRACT NUMBER				
CONTRACT TITLE				
CONTRACTOR				
ESTIMATED VALUE OF CONTRACT(Excluding VAT& FCWT)				
PERIOD OF CONTRACT (Months or Years)				
ITEM	MONTH	INVOICE DATE	INVOICE NUMBER	INVOICE VALUE (Net)
1				0.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
TOTAL INVOICES SUBMITTED AS AT __/__/200__				0.00
TOTAL APPROVED CONTRACT VALUE (above)				0.00
FUNDS REMAINING AS AT __/__/200__				0.00
REMARKS		APPROVED BY COMPANY		REPORTED BY CONTRACTOR
		NAME:		NAME:
		TITLE:		TITLE:
		DATE:		DATE:

The latest update version of this report must be attached to each invoice presented to the COMPANY together with any other supporting documentation that is required as per the terms of the CONTRACT. Failure to attach this form to the invoice will result in the invoice being returned without approval for payment. CONTRACTOR to complete original and forward to Finance Manager with invoice (A/P to forward copies to SCM and End User for Information & Monitoring). All amounts are to be reported Excluding VAT and FCWT and net of any discounts.

**ATTACHMENT 3 – WORK RELEASE / RELEASE ORDER**

		<b>RELEASE ORDER</b>		R.O. NO. :	
				REV. NO. :	
				DATE :	
PROJECT					
CONTRACT NO.					
CONTRACT TITLE					
CONTRACTOR					
DELIVER TO		<input type="checkbox"/> HCMC Office		<input type="checkbox"/> Vung Tau Warehouse / Open Yard	
PAYMENT TERM		30 days after receipt of invoice with supporting document.			
DATE REQUIRED AT DESTINATION				COST CODE	
SCOPE OF WORK:					
Item	Description	Qty.	Unit Price	Amount	
				<b>Total</b>	
* Direct charge item shall have an AFE number. Inventory item shall be indicated as "Inv"					
<input type="checkbox"/> Detailed scope of services attached (tick if attachment provided)					
SCHEDULED DELIVERY DATE					
ESTIMATED DURATION (days)					
ESTIMATED ORDER VALUE (USD)					
BASIS OF COST		Unit Rate			
Requested by:			Authorised by:		
NAME			NAME		
POSITION			POSITION		
DATE			DATE		
Acknowledged by:					
NAME					
POSITION					
DATE					

**ATTACHMENT 4 – POLICY ON BUSINESS CONDUCT AND ETHICS**

**A. THANG LONG JOC - POLICY ON BUSINESS CONDUCT**

• **PREAMBLE**

The general principles underlying the Thang Long JOC's (TLJOC or JOC) policies and procedures recognise that the TLJOC's policies and procedures are based on, but do not attempt to dilute, the agreement as set out in the Block 15-2/01 Petroleum Contract (Petroleum Contract). The JOC's policies and procedures are simply the basis by which the JOC implements the Petroleum Contract. In the event of a conflict between any of the JOC's policies or procedures and the provisions of the Petroleum Contract, the Petroleum Contract shall prevail. The TLJOC acknowledges that its aim is to act in accordance with the instructions and decisions of the Management Committee and the provisions of the Petroleum Contract.

The main purpose of this Policy on Business Conduct is to document the standards of ethical business behaviour under which the TLJOC and its staff (means both Seconded and National Employees or Direct Hired Staff) are expected to conduct their business activities. Terms used throughout the following policy that are not otherwise defined herein shall have the same meaning assigned to them in the Petroleum Contract.

**1 ETHICAL BEHAVIOR**

All activities by the Thang Long JOC and its staff must be lawful. Lawfulness, however, is merely a starting point. It is equally important that all activities be conducted in an ethical manner. Ethical business behavior can be described as that which is:

- legal
- honest
- fair dealing

Ethical conduct means conduct that is honest, fair and free from deception and impropriety. Staff and other representatives of TLJOC must, at all times, act in accordance with a high standard of ethical behavior and with constant regard for TLJOC's reputation. These requirements apply to dealings with the JOC, fellow staff, Partners, other businesses, government and the community.

Ultimately, each individual should test his or her own behavior by asking: "Is there any reason why I would not want another person – the TLJOC, a co-worker, an auditor, a business associate, the government - to be fully aware of my conduct and motives?" If this question causes any discomfort the individual should reconsider his or her conduct.

**2 ETHICAL BUSINESS PRACTICE**

For TLJOC to develop and maintain an impeccable reputation in the business community, all dealings on TLJOC's behalf must reflect high standards of ethical behavior. In particular, the following specific principles must be observed:

• **Compliance with Laws**

TLJOC must be aware of and comply with all relevant laws and regulations in all areas in which it conducts business. Staff is expected to familiarize themselves with, and comply with the laws relevant to their particular activities. Anyone with questions regarding legal issues should consult their direct superior.

• **Integrity in Business Dealings**

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Staff must act with integrity in dealings with all persons inside and outside the JOC, including government officials, customers, suppliers and members of the community. Staff must follow established TLJOC standards in procurement, and must treat tenderers fairly and equally. Detailed procurement procedures apply in each jurisdiction, and must be scrupulously followed.

Each of us must take responsibility for acting with integrity, even when this means making difficult choices. Meeting our responsibilities is what enables us to succeed and grow, today and in the future.

- Act in a professional, safe and ethical manner that is consistent with our standards
- Be familiar with and abide by the information contained in this Code, as well as applicable laws and policies. Pay particular attention to the policies that relate to your job responsibilities.
- Promptly report concerns about actions that may be inconsistent with laws, regulations, our policies or this Code.
- Fully cooperate with investigations and audits.
- Help our business partners to understand the practical applications of our Code.
- Pressure or demands due to business conditions are never an excuse for operating outside of the law or behaving in a way that is not consistent with our standards.

Personnel who have been given the task of managing and directing work teams have additional responsibilities:

- Ensure that the personnel that report to you are given the opportunity to become familiar with and comply with the requirements of this Code and applicable policies.
- Support co-workers when they ask questions and raise concerns:
  - Create an environment where individuals feel comfortable speaking up.
  - Listen and respond to concerns when they are raised.
  - Make sure that no one who speaks up suffers retaliation.
- Ensure that you address appropriately any breach or suspected breach of the Code that has been brought to your attention.
- Be a resource for others. Be proactive. Look for opportunities to discuss our Code and how it applies to business decisions.

- **Gifts**

No person may give to outside companies or individuals, or accept from them, any material gift or extravagant entertainment, or any similar benefit. (A "material" gift is one of such value that it constitutes a personal enrichment for the recipient such that it could be a factor in influencing that person's behavior. Entertainment will be considered "extravagant" if it would appear excessive to an objective observer familiar with the normal social practices.). A modest gift may be a thoughtful "thank you," or a meal may be an appropriate setting for a business discussion which strengthens a professional relationship. However, if not handled carefully, the exchange of gifts and entertainment can create or appear to create a conflict of interest, especially if it happens frequently or if the value is large enough that someone could reasonably think it is influencing a business decision. Staff must properly record in TLJOC's accounts any and all amounts spent on gifts or entertainment.

When it comes to gifts and entertainment, personnel must not accept or offer gifts, entertainment and other courtesies that could affect their (or the person's to whom the gift or entertainment is offered) objectiveness or influence them in a commercial, professional or administrative relationship.

Only provide and accept gifts and entertainment that are reasonable and customary for the business relationship.

Do not request, solicit personal gifts, favors, entertainment or services. Accepting or offering gifts of money or money equivalents (i.e., gift cards) is never allowed.

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Extra care and caution needs to be taken when dealing with governments, governmental agencies, political parties, public international organizations and their officials. No gifts, entertainment or other benefits that could be considered as influencing any business decision or to obtain improper advantage can be offered directly or indirectly to public and government officials.

If you are uncertain whether a gift you have been offered or plan to give is appropriate, contact your direct Supervisor or your Manager for assistance.

- **Questionable or Improper Payments**

Where commissions, consultants' fees, retainers and similar payments are required to be made and can be justified in the normal course of business, those payments must be clearly commensurate with the services performed and must be properly recorded in the accounts of TLJOC. No other payments may be given or received. In particular, no staff may, in the context of his or her employment, receive any payment that is not for the direct and exclusive benefit of TLJOC.

Any request made to you or to another employee for an improper payment, or any action taken or threatened by a public or government official with the intent of obtaining an improper payment should be reported immediately to Management Board.

- **Political Donations**

No political contributions will be made on TLJOC's behalf without the specific approval of Management Committee.

- **Compliance With Accounting Policies**

Staff must comply strictly with prescribed accounting policies, audit procedures and other such controls. All accounts must properly describe and accurately reflect the transactions recorded and all assets, liabilities, revenues and expenses must be properly recorded in the books of TLJOC. No secret or unrecorded funds or other assets are to be established or maintained.

- **Contract Workers**

TLJOC considers that the compliance obligations arising out of this Policy apply not only to staff of the JOC, but also to independent contract workers to the extent that they conduct activities on TLJOC's behalf. TLJOC therefore expects all such contractor personnel to familiarize themselves with this Policy, and to comply with it, in the same manner as is expected of TLJOC staff.

- **Business Associates**

TLJOC will make all reasonable efforts to promote the application of these ethical business practices by our third party suppliers.

### **3 FAIR DEALING AND SUPPLIER AND BUSINESS RELATIONS**

We strive to be fair and honest with our customers, suppliers, business partners and others. We work to understand and meet their needs, while always remaining true to our high standards.

Always tell the truth about our services and capabilities and never make promises we can't keep. Do not take unfair advantage through manipulation, concealment, abuse of privileged or confidential information, misrepresentation, fraudulent behavior, or any other unfair practice. In short, always apply the same ethical principles, of respect and teamwork, as if the business partners were fellow employees.

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Our suppliers and business partners are essential to our ability to do business and meet our high standards and expectations - that is why we choose them carefully, perform, as appropriate, due diligence on financial and non-financial aspects such as HSE, Human Rights or Anti-Corruption, among others, and use an objective and impartial selection process. All personnel should follow these principles:

- Avoid all conflicts of interest and favoritism in supplier and business relations.
- Follow policies and standards when selecting suppliers and business partners.
- Help suppliers and business partners understand our expectations and act in a way that is consistent with our standards and applicable policies.
- Report any suspicions that a supplier or a business partner may not be meeting our standards or their contractual obligations.
- Cooperate with all audits and investigations involving our suppliers or business partners.
- Encourage suppliers to become familiar with and abide by the Suppliers Ethics and Conduct Code.

When faced with a potential conflict of interest, follow these principles:

- Communication - Inform your direct supervisor in writing about the conflict as soon as you are aware of it. This will allow time for a review of the situation and proactive steps can be taken to minimize the possible conflict.
- Abstention - Refrain from intervening or influencing, directly or indirectly, any decisions that could affect the parties with which you are involved in a possible conflict. For example, you may need to refrain from participating in certain meetings or accessing confidential information related to the potential conflict.
- Independence - Act at all times with professionalism, with loyalty to the Company and its shareholders and independent of your own or third party interests. Do not give priority to your own or third party interests at the expense of those of TLJOC.

#### **4 INTERNATIONAL BUSINESS**

TLJOC recognizes that the Partners of the JOC may be subject to specific legislation in their home countries that establishes the legal and ethical requirements to be followed in their performance of international business activities. While the TLJOC itself may not be subject to specific legislation governing Partners' business ethics, TLJOC will assist the Partners in meeting their legal obligations and shall make a reasonable effort to ensure compliance with their Code of Ethics.

- **Compliance with Anti-Bribery Legislation**

Anti-bribery legislation generally considers it an offence to make or offer a payment, gift or benefit to a government official in order to induce favorable business treatment, such as obtaining or retaining business or some other advantage in the course of business. Violation of this legislation may result in substantial penalties.

Accordingly the TLJOC, as well as individual staff, shall take all reasonable steps to ensure that the requirements of this legislation are met. No payments, material gifts or other benefits are to be given, directly or indirectly, to government officials, political parties or political candidates for the purpose of influencing government decisions in TLJOC's favor or for any other purpose not admitted under the applicable legislation. Furthermore, no such payments material gifts or other benefits are to be given to agents or other third parties in circumstances where it is likely that part or all of the payment will be passed on to a government official, political party or political candidates.

Third parties must understand that they are required to operate in strict compliance with our standards and to maintain accurate records of all transactions.

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TLJOC does not pay bribes or kickbacks, at any time for any reason. This applies equally to any person who represents the Company.

All employees must remember:

- If you hear rumors of improper payments, report them immediately to the TLJOC Ethics and Compliance Channel.
- If you receive a request for an improper payment, you must:
  - Refuse to make the payment and explain that TLJOC does.
  - Not make such payments.
  - Instruct any involved third parties that they are not authorized to make the payment on TLJOC's behalf, and explain that TLJOC will immediately terminate its business relationship with them if the payment is made.
  - Make it clear that your refusals are absolute, and do not come with a "wink and a nod."
  - Consult immediately with Legal or Management regarding next steps.

## **5 PERSONAL CONDUCT**

### **5.1 Work-related Conduct and Conflicts of Interest**

TLJOC staff must comply with the standards of ethical behavior in all aspects of their employment. This includes their dealings with people outside the JOC as well as their relationships with their fellow staff and with TLJOC as their employer. In addition, the TLJOC expects that staff will act with loyalty to the JOC at all times.

In particular, individuals must not:

- Pursue personal gain or advantage from their employment activities;
- Misuse TLJOC resources, including computer systems;
- Compromise the confidentiality of TLJOC information; or
- Permit any actual or perceived conflict of interest between their personal interests and those of the JOC. Staff must not enter into outside activities, including business interests or other employment, that might interfere with or be perceived to interfere with their performance at TLJOC or otherwise compromise their duty of loyalty to TLJOC. In particular, staffs who wish to serve on a board of directors for a business that is not affiliated with the TLJOC must obtain the approval of their immediate supervisor and the TLJOC General Manager.

### **5.2 Personal Conduct**

In general, the TLJOC does not wish to dictate the personal conduct of individual staff outside working hours. Nevertheless, it expects staff to act lawfully at all times and to conduct their personal affairs as good and responsible citizens, in such a manner that reflects well on TLJOC.

## **6 EMPLOYMENT PRACTICES**

TLJOC recognizes that it must earn the loyalty that it expects from its staff. TLJOC is committed to treating its staff ethically and fairly. In particular, TLJOC strives to ensure the following:

- No discrimination on the basis of gender, physical or mental disability, age, marital status, sexual orientation, religious belief, race, color, ancestry or place of origin.
  - Fair and competitive compensation.
  - Fairness in performance appraisals and job advancement.
  - Protection of staff from harassment, intimidation, abuse and
  - Confidentiality of staff records.
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All staffs, and particularly managers, must maintain and promote these principles in their hiring practices and in their relationships with other staffs and must remember:

- Help each other by speaking up when a co-worker's conduct makes you or others uncomfortable.
- Never tolerate intimidation or harassment of any kind.
- Do not use TLJOC's information systems to visit inappropriate internet sites or share inappropriate materials.
- Report all incidents of intimidation and harassment.

## **7 SAFETY, HEALTH AND ENVIRONMENT**

Effectiveness in occupational health, safety and environmental standards is an essential part of achieving efficiency and profitability in the oil and gas business. TLJOC will therefore work at continuous improvement in these areas and will be guided by the following principles:

- Creating a safe work environment.
- Minimizing the environmental impacts of its activities.
- Building cooperative working relationships with local communities and governments in the JOC's areas of operations.
- Reviewing and monitoring environmental and safety performance; and
- Prompt and effective response to any environmental and safety concerns.

All employees or contractor personnel have to make sure:

- Understand your responsibilities to comply with the applicable standards of health and safety.
- Always wear required safety equipment and never tamper with safety equipment or systems.
- Participate in all required health and safety training.
- Only undertake work that you are qualified to perform.
- Stop work if you consider it unsafe and report it immediately to your direct supervisor.
- Never work while impaired by, for example, a lack of sleep, alcohol, or any drugs - including prescription or over-the-counter medication.
- Report any accident, injury, illness, or unsafe condition immediately. Never assume that someone else has reported a risk or incident.
- Know, understand and comply with the operational procedures that apply to your work, ensuring that risks are assessed and that the appropriated measures to prevent them are applied in advance.
- Know the emergency procedures that apply where you work.
- Report all concerns regarding health and safety immediately to your direct supervisor and your local HSE personnel.

## **8 DISCLOSURE OF INFORMATION**

All company information is the property of TLJOC. This information includes trademarks (e.g. the TLJOC logo), patents, software developments and applications, strategic and operational knowledge, financial information, employee files, compensation data, and other employee personal information. It also includes any confidential information received by TLJOC from third parties.

TLJOC needs a consistent and accurate voice when making disclosures or providing information to the public. It is important that only authorized persons speak on behalf of TLJOC as set out in Company policies. We are committed to honest, professional and legal communications to business partners and the public. In all disclosures maintain the highest standards of ethics, objectivity and transparency.

We need to be careful when writing communications that might be published online. If you participate in online forums, blogs, newsgroups, chat rooms or bulletin boards, before you hit the 'send' button, think carefully. When using social media:

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- If you identify yourself as working for TLJOC, do it in a responsible and prudent way and be sure that your comments and opinions are provided in your personal capacity. On the internet you could be considered as a Company's spokesman simply because you work at TLJOC.
- Never comment on Company information such as the Company's current or future business performance or business plans.
- Be fair and courteous, and never post content that may be viewed as malicious, obscene, harassing, defamatory or discriminatory.
- If you read an on line comment about TLJOC that you believe is wrong or harmful to our reputation, do not respond. Instead, contact the direct supervisor or Management so that appropriate steps can be taken.
- Staff is in a position of trust with respect to company information in the same manner as with any other company property. Staff must take care to protect the confidentiality of company information.

In particular:

- Staff must not use company information for personal gain.
- Staff may not disclose company information other than for legitimate TLJOC purposes and with appropriate safeguards, unless written approval is obtained from the appropriate manager.
- Media communications regarding operational results are to be handled by the TLJOC Management Committee (MC) unless otherwise approved by MC.
- Staff must not disclose company information in public speeches. Staff who gives public speeches on behalf of TLJOC must remit to the JOC any payments or material gifts received.

## **9 ASKING QUESTIONS AND RAISING CONCERNS**

If you see or suspect any illegal or unethical behavior, you must report it immediately. If you have a question, need help or want to raise a concern it is always best to discuss the matter with your direct supervisor, but if that is not possible, creates a conflict or you would rather talk to someone else, you may talk with any other supervisor or member of management. If you prefer, at any time you can contact the TLJOC Ethics and Compliance Channel.

The TLJOC Ethics and Compliance Channel is a confidential way to get answers to your questions and to raise concerns. It is administrated by top management (General Manager and Deputy General Manager) or by their delegation and it is available 24 hours a day, 7 days a week by physical mailbox at reception area or online at [ecc@tljoc.com.vn](mailto:ecc@tljoc.com.vn) or [ethicscompliancechannel@tljoc.com.vn](mailto:ethicscompliancechannel@tljoc.com.vn). Physical mail box is to be used for anonymous complaints.

## **10 INVESTIGATIONS AND INQUIRIES**

All personnel must fully cooperate with internal and external audits, investigations, and inquiries that are conducted by the Company.

In addition, in the course of business you may receive inquiries or requests for information from government officials or regulatory agencies. If you learn of a potential government investigation or inquiry, immediately notify your direct supervisor and manager, prior to taking or promising any action. You are expected to fully cooperate and ensure that any information you provide is true, clear and complete.

With respect to all audits, investigations, and inquiries, you must NOT:

- Destroy, alter, or conceal any document in anticipation of or in response to a request for these documents.
  - Provide or attempt to influence others to provide incomplete, false, or misleading statements to a company or government investigator.
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- Conduct an investigation yourself; appropriate resources will be assigned to conduct the investigation.

**11 ENSURING COMPLIANCE WITH THIS POLICY**

**11.1 Compliance**

As part of its efforts to ensure compliance with this Policy, TLJOC may require selected staffs to complete a periodic compliance certificate indicating their compliance with this Policy and noting any exceptions. Completed certificates should be returned to the Human Resource Section and will be treated with extreme confidentiality.

**11.2 Discipline**

Breaches of this Policy will be dealt with in accordance with the TLJOC's Discipline Procedures as identified in the Personnel Staff Policy and Procedures.

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## **B. SUPPLIER CODE OF CONDUCT**

### **• OVERVIEW**

Our Suppliers are valued business partners with whom we want to have mutually-beneficial working relationships. To maintain these relationships, and to minimize legal and reputational risks, it is important that our Suppliers conduct their business in a manner that is consistent with TLJOC's corporate values and policies.

This Supplier Code of Conduct (SCOC)<sup>1</sup> sets out our business conduct and ethical performance requirements for all our Suppliers – big and small – around the world. These are the same requirements we set for our own employees and on-site contractors in our Policy on Business Conduct and Ethics.

While we take responsibility for communicating our requirements and answering any questions our Suppliers may have, it is the responsibility of our Suppliers to adhere to this SCOC. We reserve the right to audit our Suppliers to confirm they are operating in accordance with this Code, and we reserve the right to sever our relationships with Suppliers found not to be doing so.

Our ten core expectations are summarized in the list below. Refer to subsequent sections of this SCOC for more information.

1. Suppliers must understand and comply with all applicable laws and regulations.
2. Suppliers must act with integrity in all business dealings.
3. Suppliers must not give or accept gifts, prizes, and entertainment benefits which would be considered excessive by an objective observer.
4. Suppliers must not give or accept facilitation payments, bribes, kickbacks or other types of improper payments.
5. Suppliers will not enter into other agreements that conflict with their contractual obligations to TLJOC.
6. Suppliers will treat all their employees and others with whom they engage on TLJOC's behalf both ethically and fairly.
7. Suppliers will show respect for human dignity and the rights of the individual.
8. Suppliers will foster positive relationships with the communities in which they operate.
9. Suppliers will provide work environments that are safe for workers and minimize the impacts to the environment.
10. Suppliers will not disclose sensitive information about TLJOC.

We believe that this Code articulates standards that can reasonably be expected of responsible companies. TLJOC will work to promote the Code with all organizations with whom we have a business relationship. We anticipate that senior leaders among our Suppliers will lead by example to support a corporate culture that promotes these values and evaluates performance against them.

Additional background and guidance is provided in Article 2 of this document.


## **12 GUIDANCE**

The sections below provide additional guidance on our ten core expectations. Please note the examples provided are illustrative and do not cover all possible ethical scenarios.

### **12.1 Compliance with Laws and Regulations**

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<sup>1</sup> The term "Supplier" is used in this document to refer to suppliers, contractors and subcontractors, and other third party entities that provide goods and services to TLJOC or who act on TLJOC's behalf.



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Suppliers are responsible for ensuring that their managers, employees and contractors understand and comply with all applicable laws. Because TLJOC operates internationally, this includes not only regulations in the jurisdictions in which a Supplier operates but also includes extraterritorial laws with which TLJOC operations must comply. This Code incorporates the principles and requirements of these extraterritorial laws. Ignorance of the law will not be accepted as a defense for non-compliance.

#### 12.2 Integrity in Business Dealings

Suppliers must act with integrity in dealings with all persons inside and outside their company, including government officials, customers, suppliers and members of the community. Suppliers must promote and protect free and fair competition. Any form of corruption, extortion, price fixing and / or anti-competitive behavior, embezzlement, or falsification is prohibited.

#### 12.3 Gifts and Entertainment

Suppliers shall not give to, nor accept from, a representative of TLJOC any material or extravagant gift, prize or entertainment benefit. Exchanges of gifts, entertainment and prizes are permissible if they are occasional, modest and consistent with standard industry practice in the region in which the Supplier operates and would not be perceived by an objective observer:

- to be excessive
- to constitute a personal enrichment for the recipient; and / or
- to be a factor in influencing that person's behavior.

The monetary value of the gifts, prizes and entertainment benefit must be properly recorded by the Supplier. TLJOC reserves the right to request documented evidence from Suppliers of the monetary value of a gift, prize, or entertainment. Further detail as to TLJOC's expectations is contained in the Gifts and Entertainment Policy.

#### 12.4 Bribery and Other Improper Payments

TLJOC is subject to legislation in S.R. Viet Nam and other jurisdictions that prohibit corrupt practices in dealing with public officials. TLJOC, an affiliate of our Partner Talisman (Vietnam 15-2/01) Ltd. (REPSOL VIETNAM) who has a policy of zero tolerance for bribery and corruption, insists that all Suppliers comply with this obligation in accordance with the policy of zero tolerance in all areas where they operate. This means that Suppliers must not give or accept facilitation payments, bribes, kickbacks or other types of improper payment for any reason. Compliance with TLJOC's policy of zero tolerance for bribery and corruption is required in all jurisdictions including those where such payments are not prohibited by regulation in the jurisdiction in which a Supplier operates.

It is our Supplier's responsibility to ensure that the requirements of the applicable anti-corruption legislation are met. No payments, gifts or other benefits are to be given, directly or indirectly, to public officials, political parties or political candidates for the purpose of influencing government decisions in TLJOC's favor or for securing other improper advantages. Public officials include all people who perform public duties or functions for a foreign state, including:

- anyone "acting in an official capacity";
- anyone under a delegation of authority from the government to carry out government responsibilities; or
- officers and employees of companies that have government ownership or control, such as national oil companies, regardless of whether the government in question has majority ownership or control.

Furthermore, no such payments are to be made to agents or other third parties in circumstances where it is likely that part or all of the payment will be passed on to a public official, political party or political candidate.

#### 12.5 Conflict of Interest

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TLJOC expects that our Suppliers and their individual employees will not enter into outside activities, including business interests or other contracts or employment that might interfere with or be perceived to interfere with the Suppliers' contractual obligations to TLJOC.

#### 12.6 Employee Practices

Suppliers are expected to treat all their employees ethically and fairly. From TLJOC's perspective, this means:

- no discrimination on the basis of gender, physical or mental disability, age, marital status, family status, sexual orientation, religious belief, race, colour, ancestry or place of origin;
- consistency with universally accepted standards related to exploitation of child and / or forced or compulsory labour;
- freedom of association and collective bargaining;
- fair and competitive compensation;
- promotion of a harassment-free workplace;
- confidentiality of employee records; and
- compliance with local employment laws in conjunction with internationally recognized best practices.

#### 12.7 Human Rights

Suppliers are expected to show respect for human dignity and the rights of the individual. This means Suppliers shall operate in accordance with the Universal Declaration of Human Rights and the Voluntary Principles on Security and Human Rights.

#### 12.8 Communities

In keeping with REPSOL's Global Community Relations Policy which TLJOC must comply with as an affiliate, we expect our Suppliers to understand the cultural and economic context in which they are working, to operate safely and responsibly, to be mindful of the well-being of communities and to foster positive social and economic relationships with local communities.

#### 12.9 Health, Safety & the Environment

Suppliers are expected to provide working environments for their employees and contractors such that no people are harmed, and impact on the environment is minimized. If operational results and safety ever come into conflict, we require Suppliers to choose safety over operational results.

Suppliers are expected to operate in accordance with all applicable health, safety, and environment (HSE) laws and regulations. In addition, Suppliers are expected to be familiar with, and conform to, TLJOC's HSE policy and procedures when operating on a TLJOC worksite.

#### 12.10 Confidentiality

Suppliers shall not disclose sensitive information about TLJOC's business, its employees, its performance, or its business dealings. This includes information disclosed by the Supplier's employees through social media outside of the Supplier's work environment. Suppliers must not make reference to TLJOC when promotional marketing or advertising without first obtaining written permission from TLJOC.

This does not prohibit the release of information, the disclosure of which is required by regulation or the rules of any applicable stock exchange, provided that the Supplier, to the extent reasonably possible, provides TLJOC with a draft of any proposed release and incorporates the comments of TLJOC.

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**1. INTRODUCTION**

The intention of this document is to state Company's HSE requirements and state how Company's and Contractor's HSE Management Systems (MS) will be applied.

Contractor shall make every effort to improve its HSE performance during the execution of the Work by promptly responding to incident investigation findings, audit findings, lessons learnt by others, Company requests or similar.

Contractor commits, by entering into this Contract, to complying not only with the Contractor's established safety rules and regulations but also any legal regulations and requirements which may be applicable at each of the Worksites and Company's requirements as outlined in this section.

**2. OBJECTIVES**

The objectives of establishing the HSE requirements are to ensure that:

- Adequate preventative measures are taken by Contractor's Management to minimize risk of incidents, which could endanger the life of personnel, cause damage to properties and/or the environment;
- Company's HSE requirements affecting the Services are complied with;
- Company's requirement that all incidents must be reported to the immediate supervisor and Company's Representative;
- All work carried out by the Contractor Personnel must be in accordance with the Company's Permit to Work (PTW) system, wherever applicable;
- Contractor Personnel have attended the necessary training courses required by Company where required prior to mobilization;
- Contractor Personnel are issued and equipped with standard required Personal Protective Equipment (PPE) by Company which are suitable for the task being carried out; and
- Contractor shall maintain proper housekeeping.

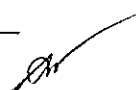
**3. HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS**

In the performance of Services, Contractor, its employees, representatives, agents and/or subcontractors shall give HSE the highest priority. Furthermore, Contractor shall be solely responsible for HSE issues, including their property, from any hazard that may arise as a result of the Services. Contractor shall ensure and demonstrate, to Company's satisfaction, that its Personnel and those of its Subcontractors, vendors and suppliers have the appropriate knowledge, experience and skill in order to carry out the designated Services according to the HSE objectives.

Contractor shall have in place, prior to the commencement of this Contract, a written policy on HSE that includes, at a minimum, content which is not materially different from and which is compatible with that of the Company, and shall be actively supported and endorsed by Contractor's Management.

Company shall have the right to prohibit commencement of Services or to stop any Services in progress if the Equipment, Contractor Personnel or work conditions are considered unsafe or not in compliance with those Company's HSE policies and procedures agreed to be applicable to the Contract. Contractor shall without reservation remove the unsafe condition prior to seeking Company's permission to resume or commence work. Contractor's HSE policies and procedures shall be reviewed periodically during the Contract period by Contractor and/or Company to ensure that it remains consistent with Company's requirements and current statutory legislation which may be applicable at the Work Site (s) and to the Services.

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Company shall have the right to withhold any payment due to Contractor in the event Contractor fails to comply with any of these HSE policies and procedures.

Contractor shall take all steps, as may be necessary at its own cost, to comply with all of the legal regulations and requirements, constituted, inter alia, in and by governmental authority or any other statutory bodies having jurisdiction at the Work Site (s) and/or over the Services.

In the event of any contradiction between Company's HSE requirements and/or that of the Contractor and/or any legal provision, the more stringent requirements shall take precedence.

**4. DRUG, ALCOHOL AND PROHIBITED SUBSTANCES**

Contractor shall communicate to all its Personnel of Company's position to refuse entry to its offshore and onshore facilities if the Personnel are suspected to be under the influence or in possession of drug, alcohol and/or prohibited substances. Company shall reserve the right at any time to conduct random urine testing for drug, alcohol breath analysis for alcohol and body search for possession of drug, alcohol and/or prohibited substances on any Contractor Personnel.

**5. INTERFACE HSE MANAGEMENT SYSTEM DOCUMENT**

Contractor shall collaborate with Company in establishing HSE interface arrangements and in the production of a HSE MS Interface document that indicates which policies and procedures have precedence during the Services where that has been deemed necessary. Contractor shall be responsible for ensuring that interface arrangements are communicated to Contractor Personnel and for monitoring the implementation of such arrangements.

**6. MEDICAL EXAMINATION**

Contractor shall ensure that all its Personnel and Sub-Contractor Personnel engaged in the Work are medically and physically fit. Any medical or physical disabilities, including such disabilities Contractor may consider will not adversely influence the Personnel's ability to perform his role in the Work, shall be reported to Company prior to the start of the Work. For Personnel working offshore, they must own a 1-year valid medical certificate with statement of "Fit for work offshore" by a Company approved medical facility in compliance with Company's offshore traveling procedure (see TLJOC's procedure ref. GEN-0-SE-L-PR-014).

Contractor shall provide a list of Personnel with their personal medical/ fit-to-work summary to Company for review and approval before Kick-off Meeting. Contractor shall subject their Designated Safety Critical Positions and other Personnel, as may be required by Company, to perform annual medical examination.

Contractor shall, at no cost to Company, be responsible for the medical welfare of its own and Sub-Contractor Personnel and shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary, and shall arrange suitable insurance coverage for such contingencies. In case of emergency, Company may make or provide necessary emergency arrangements, the associated costs of which shall be reimbursable to Company by Contractor.

**7. HSE TRAINING, COMPETENCE AND SUPERVISION**

Prior to the mobilization/ commencement of the Offshore Work, Contractor shall, at no cost to Company, ensure that its Personnel have undergone the mandatory trainings and document requirement in compliance with Company's offshore traveling procedure (see TLJOC's procedure ref. GEN-0-SE-L-PR-014).

No.	Required documents/certificates
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1	<p>Valid T-BOSIET/BOSIET/T-FOET/FOET certificate, issued by a training provider approved by Vietnamese Government and accepted by TLJOC. Similar training certificates that are issued by the overseas training institutes and recognized internationally are accepted by TLJOC:</p> <ul style="list-style-type: none"> <li>- BOSIET/ T-BOSIET: requirements for personnel new to the offshore O&amp;G industry</li> <li>- FOET/T-FOET: Refresher training of BOSIET/ T-BOSIET</li> <li>- HUET: accept for visitors who visit offshore facility in a short duration via chopper</li> <li>- Travel Safety by Boat: requirement for personnel traveling by boat</li> </ul>
2	<b>Group 3 training - Decree 44/2016/ND-CP is required for all personnel working offshore (not require for Visitors).</b>
3	<b>Relevant activity certificates (Crane Operator, Rigger, Banksman, Scaffolder, Rope Access, Radiological Technician, Chemical safety,...)</b>
4	<b>Copy of passport, work permit, and visa (required for expats only)</b>
5	<b>Copy of ID card or passport (required for Vietnamese only)</b>
6	<b>Offshore passport (required for those who working on foreign facilities/vessels)</b>

Contractor shall provide competent Contractor Personnel to undertake the Work in a safe and efficient manner with due regard to HSE risk associated with the Work scope. Contractor shall provide, at no cost to Company, all necessary technical and vocational training to ensure that Contractor Personnel maintain the necessary level of competency for the Work provided. Contractor shall include a comprehensive certification and training matrix in the Project/ Work HSE Plan, meeting the Company HSE MS requirements. Contractor shall contact Company's HSE Department for HSE Training Minimum Requirements as per Company's standard or provide its training matrix for Company approval.

Company shall provide Contractor with information regarding Work that may place Contractor Personnel in potential H<sub>2</sub>S exposure. Contractor shall propose contents of the H<sub>2</sub>S awareness training to Company for approval and organize the approved H<sub>2</sub>S awareness training, at its own cost, to all Contractor Personnel involving the Work. Contractor shall provide evidence to Company that such training has been conducted for Contractor Personnel prior to mobilization.

Without prejudice to the above, if in the opinion of Company, for any of Contractor Personnel are not in compliance with the requirements of this clause, Company reserves the right to refuse access of such Personnel to Company's worksite. Contractor shall be liable for any costs arising directly or indirectly from such circumstances.

**8. WORK DURATION**

Contractor shall warrant that:

- Contractor and Sub-Contractor Personnel (including catering personnel) providing Service to Company on the Offshore Worksites do not work for more than 28 continuous days offshore in normal operation or 45 days maximum with prior approval from TLJOC's OIM. All Contractor Personnel must return ashore for a minimum period of seven (7) days before being allowed to be back to work offshore; and
- Marine Contractor's and Sub-Contractor Personnel (including catering personnel) providing Marine associated Service to Company do not work for more than three (3) continuous months offshore. These Personnel must be back ashore for a minimum period of thirty (30) days before being allowed to work offshore.

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Failure of compliance with this Clause shall constitute Contractor's breach of Contract. Contractor shall make a formal request to Company Representative for an exemption to this requirement if so required. The request shall be approved by the Company Representative on a case by case basis.

**9. MATERIALS, EQUIPMENT AND TOOLS**

Contractor shall ensure that all Equipment, tools and other items used for Services, whether purchased, rented or otherwise provided by Contractor, are in a safe, sound and good condition, and capable of performing the functions for which they are intended. If any tool or other item of Equipment is, in the judgment of Company, unsafe or incapable of doing Services for which it is intended, Contractor shall repair or replace the same with a safe and capable tool or item of Equipment at Contractor's own cost.

Contractor shall ensure that on completion of Work all Equipment, tools and other items are packed properly for safe back-loading. In doing so, Contractor shall use its own inbound cargo checklist, in the absence of which the Company's checklist shall be used by Contractor.

**10. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Contractor shall provide Contractor Personnel with PPE, at the minimum, meeting Company's PPE requirement (see TLJOC's procedure ref. GEN-0-GE-V-PR-0003\_PPE procedure). Contractor shall provide additional PPE based on work requirements and recommendations contained in the manufacturer's Material Safety Data Sheet (MSDS).

Contractor shall ensure that Contractor Personnel are provided with necessary information, instruction and training in the use, storage and maintenance of PPE. Company shall ensure that arrangements are in place for the immediate repair and/or replacement of PPE. All PPE provided by Contractor to Contractor Personnel shall be at no cost to Company.

**11. PERMIT TO WORK (PTW) SYSTEM**

Services performed by Contractor shall be subject to Company's Permit to Work (PTW) system (see TLJOC's procedure ref. GEN-0-OP-V-PR-0007 Permit to work Procedure) unless agreeable by both parties that Contractor uses its own PTW system meeting the requirements of Company. Mechanical or electrical Equipment shall be subject to tagging and lock/positive isolation when under maintenance.

**12. MANAGEMENT OF CHANGE (MOC)**

The MOC procedure is established to manage all type of change in a systematic manner and ensure that all proposed changes are properly studied, reviewed and endorsed before implementation. These controls establish the required safeguards to control the hazards and risk associated with change.

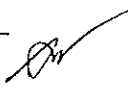
A fundamental aspect of MOC systems is to ensure that a proposal for change is properly studied and reviewed by the appropriate competent personnel, and that the recommendations for the proposed change are properly authorized by all designated authorities before that change is affected. These changes must also be properly documented for future review and audit. The level of review and authorization must be commensurate with the risks and the significance of the changes.

Changes will be evaluated and managed to ensure that health, safety and environmental risks remain at an acceptable level. Therefore, Services performed by Contractor shall be subject to Company's MOC procedure (see TLJOC's procedure ref. GEN-0-GE-V-PR-3018).

**13. AUDIT & INSPECTION**

Contractor shall conduct regular HSE inspections and audits of Work being undertaken associated with the Contract work scope. Contractor shall submit a copy of the HSE inspections and audits upon request by Company.

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Company reserves the right at any time to independently audit/ review/ inspect Contractor's facilities, Equipment, procedures and HSE MS against the requirements of the Contract. Contractor shall fully co-operate with Company in such audits and reviews and shall implement recommendations in a timely manner with agreement from and at no cost to Company.

**14. INCIDENT REPORTING & INVESTIGATION**

Contractor shall co-operate with Company in implementing incident reporting arrangements agreed as part of the HSE MS Interface process. The reporting process shall follow the guideline in the Incident Notification, Investigation and Reporting Procedure (see TLJOC's procedure ref. GEN-0-SE-L-PR-008) and have the following key features:

- Incident reporting shall cover all health, safety and environmental events including near misses;
- All incidents shall be formally reported to Company in a timely manner (fatalities, permanent partial disability, major environmental or asset damage immediately);
- The depth of the investigation and the investigation teams composition shall be consistent with the severity of the incident;
- Contractor shall be responsible for the investigation of all incidents with which Contractor is deemed to have an association. At its discretion Company may assign a representative to participate in the investigation;
- Contractor shall submit to Company copies of all investigation reports and other information necessary to satisfy Company the incident has been correctly investigated;
- Contractor shall be responsible to promptly implement corrective and preventive measures identified by incident investigations;
- Contractor shall ensure that any lessons learned from incident investigations are properly communicated, and are incorporated into HSE MS and workplace practice where appropriate;
- Contractor shall maintain a system which records identified actions, assigns responsible parties and tracks to closure all action items arising from incident investigations; and
- Contractor shall ensure that Company are advised of any incidents occurring at Contractor's premises that involve Company people or equipment or could adversely impact on Company's business.

Contractor shall ensure that all Contractor Personnel are aware of, and comply with, Company's requirement to properly report all incidents including near-misses. Contractor's Management [at a level appropriate to the severity of the incident – potentially including the Chief Executive Officer (CEO)] may be requested to present the results of the Contractor's investigation at a Company main office.

**15. HSE COMMUNICATION & PROMOTION**

Contractor, led by the Work Supervisor of the team, shall conduct toolbox talks at individual work areas before commencement of the day's activities and again just prior to non-routine activities.

Contractor Personnel shall be requested, from time to time, to attend Company's HSE meetings where attendance is mandatory. Contractor shall conduct, where applicable, its own HSE meeting in compliance with its own HSE policy and procedures. Minutes of meeting (MOM) shall be made available to Company upon request.

Contractor is and shall remain at all times, responsible for the safety of its Personnel, the Personnel of its Subcontractors, vendors and suppliers, Company and of any third parties involved in, or could be affected by the actions of Contractor in performance of the Services. Consultation and agreements with Company shall not relieve Contractor of its responsibility for safety, health, loss prevention and environmental protection.

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**16. EMERGENCY**

The Contractor shall put in place a Service Emergency Response Procedure (ERP) which links to Contractor's and Company's emergency procedures. Contractor shall cooperate with Company by providing updated emergency contacts and ensuring emergency response arrangements are in place prior to the performance of the Work. Contractor shall also, at its own cost, take part in exercises as requested by Company.

Unless otherwise specified in the Contract, Contractor shall indemnify Company for any liability and costs whatsoever in connection with Company rendering any requested assistance to Contractor or its personnel.

**17. ENVIRONMENTAL PROTECTION**

Contractor shall at all times remain vigilant and minimize any adverse effect to the environment during provision of Services. Contractor shall, at no cost to Company, provide containers for the disposal of any refuse or waste generated from Services and not in any circumstances allow its and SubContractor Personnel to throw, dump or dispose any refuse into the sea. Contractor shall dispose of such refuse or waste in accordance with existing laws and regulations. Contractor shall act to prevent the discharge of pollutants in the execution of the work scope. Contractor shall ensure that all routine and non-routine emissions and discharges are reported to the Company.

Contractor shall report any oil, chemical or other hazardous waste spill incident on Company's and Contractor's worksite to the appropriate government agencies and immediately notify Company of such incident. Contractor shall report immediately to Company any incident on Company's site. Contractor, at its own cost, shall bear full responsibility for cleaning up any spill on Contractor's site to the satisfaction of the government agencies and indemnify Company against all claims and liabilities resulting from such spill incident.

**18. CHEMICAL USE**

Prior to commencement of Services, Contractor shall advise Company of its intention to bring into the worksite any chemical required for the Services. Contractor shall provide Company the particulars for each chemical they intend to import into the worksite for the Services for evaluation.

Company retains the right to reject any chemical due to harmfulness to personnel or the environment and Contractor shall immediately source for alternatives at its own cost. Contractor shall promptly remove all disapproved chemicals from the worksite as advised by Company.

**19. HSE VIOLATION & DISCIPLINARY ACTION**

Contractor shall establish a disciplinary action policy and communicate to all Contractor Personnel to ensure that expectations are clear, to act as a deterrent against HSE violations, and to provide an opportunity to improve. Disciplinary action imposed on Contractor Personnel at all times remains the responsibility of, and is in the discretion of Contractor.

Contractor shall report to Company's representative all cases of disciplinary action taken against Contractor Personnel for HSE violations at Worksite. Company Representative has full authority to dismiss from the Worksite any Contractor Personnel performing unsafe work practices. Contractor shall at its own cost immediately replace the Personnel dismissed from the Work.

**20. SERVICE VESSEL MINIMUM HSE REQUIREMENT [Not Applicable]**

Contractor providing service Vessel shall, at no cost to Company, obtain one (1) year valid CMID (Common marine Inspection Document - IMCA M149) or OVID (Offshore Vessel Inspection Database document) of the Vessel as mandatory minimum HSE requirement. Contractor has to submit valid

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CMID/ OVID and evidences to prove the follow-up actions against findings mentioned in CMID/ OVID have been closed appropriately. Company retains the right to reject any proposed Vessel which does not have valid CMID/ OVID or findings from it have not been closed appropriately.

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COMPANY's Health, safety and environment policy



## HEALTH, SAFETY & ENVIRONMENTAL POLICY

Thang Long JOC strives to create a workplace where accidents do not occur and where no one is exposed to health hazards. Furthermore, Thang Long JOC endeavors to protect the environment by working to minimize the impact of its activities.

*We can achieve this by:*

- Clearly stating and achieving our standards and expectations. Setting realistic, but challenging, individual and company targets with managers and supervisors leading by example to achieve these goals. Everyone being accountable for the actions they take to ensure their own safety and the safety of others around them.
- Openly communicating and consulting throughout the company and with interested parties to ensure information is shared and issues are addressed.
- Providing the right number of competent people and other resources to do the job.
- Assessing risks and taking appropriate mitigating actions as part of our normal business.
- Managing our contractors to equal our high standards on health, safety and environmental performance.
- Providing an effective response to unplanned events and ensuring that emergency response plans are regularly tested.
- Designing equipment and facilities that minimize risks during construction and operation.
- Providing and maintaining safe and healthy workplaces and work practices which meet statutory requirements.
- Ensuring that changes to equipment, procedures or the organization do not introduce unacceptable risks.
- Regularly checking that our Management Systems are working effectively and making changes where appropriate. Investigating unplanned events, learning lessons and taking appropriate actions to improve our performance.

*"We are determined that we succeed in making all Thang Long JOC sites safe, healthy places to work and that our activities do not cause environmental harm"*

Date: Jan 03, 2022

A handwritten signature in black ink, appearing to read "Vu Minh Duc", written over a horizontal line.

Vu Minh Duc  
General Manager

A handwritten signature in black ink, appearing to read "Duong Tan Da", written over a horizontal line.

Duong Tan Da  
Deputy General Manager

**APPENDIX 4**

**BIDDER-PROPOSED EXCEPTION(S) TO FORM OF CONTRACT**

1. If Bidder has any exceptions that are considered of mutual benefit, then Bidder must state the unpriced exceptions proposed by using the format as outlined below and giving specific reasons thereof. The Bidder must indicate clearly the effect, if any, these exceptions may have on the Bidder's price quotation and Work schedule if the exceptions were to be accepted by COMPANY. COMPANY shall review each exception on a case-by-case basis, but in no event shall the Bidder's base quotation be qualified by any such exception nor will COMPANY be obligated to accept any such exception.
2. In any event, COMPANY reserves the right to accept or reject any or all of the proposed exceptions.
3. If Bidder cannot accept COMPANY's wording at any price, and is willing to risk having its bid proposal rejected on this basis, then BIDDER must make the following statement under the "COST IMPACT (+/-)" column:  
  
"NON-NEGOTIABLE" = will not accept COMPANY's wording at any cost impact.
4. Bidder shall quote the firm amount (lump sum and/or rate) by which the CONTRACT Price will be adjusted (either up or down) should COMPANY not accept Bidder's proposed changes or exceptions.
5. Bidder's exceptions to be included in both the Technical Bid (Un-priced exceptions only), and Commercial Bid (Priced exceptions).
6. The format MUST be the following:

Contract Article	Exact new wordings proposed by the Bidder	Reason(s) for exception	Cost Impact (+/-)