



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

And

.....

For

**PROVISION OF MANPOWER SERVICE (SENIOR PLANNER) FOR
DAI HUNG NAM PROJECT, DAI HUNG FIELD DEVELOPMENT,
PHASE 3, BLOCK 05-1(A), OFFSHORE VIETNAM**

CONTRACT No. :PVEPPOC-DHN-2025-013

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PREAMBLE

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

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

And

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

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

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

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

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

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

ARTICLE 1 – INTERPRETATION OF CONTRACT

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM	ARTICLES 1 TO 43 INCLUSIVE
EXHIBIT I	SCOPE OF WORK
EXHIBIT II	ADMINISTRATION PROCEDURES
EXHIBIT III	CONTRACT PRICE SCHEDULE
EXHIBIT IV	BANK GUARANTEE FORMAT
EXHIBIT V	PERFORMANCE GUARANTEE FORMAT
EXHIBIT VI	HEALTH, SATETY AND ENVIRONMENT REQUIREMENT
EXHIBIT VII	CONTRACTOR'S PERFORMANCE APPRAISAL- NOT APPLICABLE
EXHIBIT VIII	CONFIDENTIALITY
EXHIBIT IX	CHANGE ORDER PROCEDURES

In the event of any ambiguity, inconsistency or conflict between the provisions of the **CONTRACT FORM** and **EXHIBITS** listed above, the **CONTRACT FORM** shall take precedence and prevail over the **EXHIBITS**.

In the event of any ambiguity, inconsistency or conflict between the provisions of the **EXHIBITS**, CLIENT shall decide the order of prevalence amongst the **EXHIBITS**.

- 1.2 Any reference or details provided in any one of the above documents but not in others shall be taken as read in all documents of this CONTRACT.
- 1.3 All standards, codes, specifications, drawings, instructions, and other documents that are referred to in the **EXHIBITS** shall be deemed incorporated herein by reference and made a part of the CONTRACT.
- 1.4 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.
- 1.5 Unless otherwise specified by CLIENT, any reference to time period shall be deemed to be based on calendar days.
- 1.6 All headings, indexes, titles, subtitles, subheadings, words that are bold, italic, capitalised or otherwise emphasised of the CONTRACT are used for convenience and ease of reference only and should not be taken into consideration in the interpretation or construction of the CONTRACT.
- 1.7 All correspondences, documentations, and discussions with respect to the CONTRACT and the SERVICES are to be in the English Language.
- 1.8 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing (whether by mail or by fax).
- 1.9 Any review, approval, acknowledgement or certificate given by CLIENT shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT.

- 1.10 Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.11 A reference to “include” or “including” means including and without limitation and any word specified after the word “include” or its other grammatical forms shall not limit what else is included.

END OF ARTICLE

ARTICLE 2 – DEFINITIONS

The following definitions shall apply to this CONTRACT except where the context otherwise requires:

- 2.1 **"Affiliate" or "Affiliated Company"** means any company or other entity that directly or indirectly through one or more intermediary controls or is controlled by or is under common control with a Party to this CONTRACT. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company or the direct or indirect right to determine its actions by contract or otherwise.
- 2.2 **"Approved" and "Approval"** wherever used means approved and/or approval in writing including subsequent written confirmations of previous verbal approvals by (where provided for under this CONTRACT) made by CLIENT.
- 2.3 **"Area of Operations"** means those areas of the seabed and subsoil beneath the territorial waters and the continental shelf off Vietnam in which CLIENT is entitled to conduct operations relating to the exploration and production of hydrocarbons.
- 2.4 **"Applicable Laws"** means in relation to any person, property or circumstance, statutes (including regulations enacted thereunder); decrees, laws, ordinances, by-laws, judgments and orders of courts of competent jurisdiction; rules, regulations and orders issued by government agencies, federal, national and/or local authorities and other regulatory bodies and/or other agencies having jurisdiction over the Work Site and/or the Parties; and regulatory approvals, permits, licenses, approvals and authorizations which are applicable to such person, property or circumstance.
- 2.5 **"CLAIM"** means any claim, demand, cause of action, proceedings, judgments, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise), liability, loss, expense, penalty, fine and damages and the like arising from, relating to, or in connection with the performance, mis-performance or non-performance of this CONTRACT.
- 2.6 **"CLIENT"** means DOMESTIC PETROLEUM OPERATING BRANCH-PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED and includes its consultants, agents, officers and employees.
- 2.7 **"CLIENT Contract Administrator"** means CLIENT's personnel as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.8 **"CLIENT Equipment"** means the equipment and other related parts, spares and other materials to be provided by CLIENT.
- 2.9 **"CLIENT GROUP"** means CLIENT, its Co-Venturers, its and their respective Affiliates, its and their respective directors, officers and employees of the aforesaid but shall not include any member of the CONTRACTOR GROUP.
- 2.10 **"CLIENT Representative"** means CLIENT's representative as defined in ARTICLE headed as **"CLIENT'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)"**.
- 2.11 **"Change Order"** means a document to be issued by CLIENT which sets forth changes in the SERVICES and adjustments to the CONTRACT Price or Schedule or both, and

which sets forth the basis on which CONTRACTOR will be compensated for the change, if applicable.

- 2.12 "**CONTRACT**" means the terms and conditions of this **CONTRACT FORM**, and the **EXHIBITS**, references and documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 2.13 "**CONTRACT Price**" means the agreed compensation to be paid to CONTRACTOR in a prescribed method as specified and qualified in **EXHIBIT III – CONTRACT PRICE SCHEDULE**.
- 2.14 "**CONTRACTOR**" means the Party entering into the CONTRACT with CLIENT for the delivery of the performance of the SERVICES or part thereof as set forth in the CONTRACT and includes the CONTRACTOR Personnel, representatives, successors and such other persons or body of persons to whom the CONTRACTOR has assigned this CONTRACT.
- 2.15 "**CONTRACTOR GROUP**" means the CONTRACTOR, its Sub-contractors, its and their Affiliates, its and their respective directors, officers and employees but shall not include any member of CLIENT GROUP.
- 2.16 "**CONTRACTOR Contract Administrator**" means CONTRACTOR's Personnel as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.17 "**CONTRACTOR Representative**" means CONTRACTOR's representative as defined in **ARTICLE** headed as "**CONTRACTOR'S CONTRACT ADMINISTRATOR AND REPRESENTATIVE**".
- 2.18 "**CONTRACTOR Personnel**" means all personnel provided by CONTRACTOR in the performance of the SERVICES as defined in **ARTICLE** headed as "**CONTRACTOR'S OBLIGATION**" and more specifically described in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES**
- 2.19 "**Co-Venturers**" means any parties having a legal interest in the operation of CLIENT to which the SERVICES or part thereof relates including but not limited to PETROVIETNAM EXPLORATION & PRODUCTION CORPORATION.
- 2.20 "**Day**" or "**day**" means a calendar day. All day shall end at 24:00 local time at the relevant location in relation to which term "Day" or "day" is used, unless otherwise specified.
- 2.21 "**Demobilization Site**" means the site designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS** where the CONTRACT Personnel who is released by CLIENT upon the completion of a part or whole part of SERVICES.
- 2.22 "**Drawings**" or "**Documentation**" means sketches, drawings, reports, manuals, procedures and recommendations of any portion of the SERVICES or part thereof.
- 2.23 "**Drilling Rig**" means the areas, places or installations either onshore or offshore, as designated by CLIENT, where the WORKS will be performed and hereby designated as "Work Site"

- 2.24 "**Expert**" means a person or company mutually agreed upon by CLIENT and CONTRACTOR to give a technical opinion in order to expedite settlement of any particular matter as described in **ARTICLE** head as "**ARBITRATION**".
- 2.25 "**Gross Negligence**" means (i) any act or failure to act which seriously or substantially deviates from a prudent course of action or (ii) any act or omission in violation of the most elementary rules of diligence which a conscientious contractor in the same position and under the same circumstances would have followed or (iii) such wanton and reckless conduct or omission as constitutes in effect an utter disregard for foreseeable, harmful and avoidable consequences.
- 2.26 "**Party**" or "**Parties**" means CLIENT and/or CONTRACTOR who have their obligations pursuant to this CONTRACT.
- 2.27 "**Mobilization Date**" means the date of CONTRACTOR Equipment and/ or CONTRACTOR Personnel is to be mobilized to the Mobilization Site.
- 2.28 "**Mobilization Site**" means the site designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF WORKS** where the CONTRACTOR Personnel as specified in **EXHIBIT I** are to be made available and delivered by CONTRACTOR to CLIENT for the performance of the SERVICES.
- 2.29 "**Specification**" means a collection of documents, standards and codes to which the SERVICES must conform to.
- 2.30 "**SERVICES**" means the activities or services to be performed and rendered by CONTRACTOR or its Sub-contractor as expressly set forth in the CONTRACT and all of CONTRACTOR's activities that are reasonably inferable from the description of the SERVICES. This shall include SERVICES or services performed pursuant to any authorization for SERVICES, services or changes, which may be issued to CONTRACTOR from time to time and shall therein become part of the Scope of Services whereby all terms & conditions of this CONTRACT shall govern.
- 2.31 "**Standard**" means any description of a technical nature of materials, engineering methods and techniques, equipment, construction systems and methods, specifications, plans, workmanship or otherwise defining a result to be achieved or method to be followed.
- 2.32 "**Sub-contract**" means any contract between CONTRACTOR and any other third party or parties as Approved in writing by CLIENT for the performance of any portion of the SERVICES or any part thereof.
- 2.33 "**Sub-contractor**" means any third party or parties having a subcontract with CONTRACTOR as Approved in writing by CLIENT for the performance of any portion of the SERVICES or any part thereof.
- 2.34 "**Third Party**" means any person, association of person, company or other body corporate or commercial entity of whatever character, other than any member of CONTRACTOR GROUP and any member of CLIENT GROUP.
- 2.35 "**Wilful Misconduct**" means conscious wilful act or conscious wilful failure to act deliberately committed by a member of CONTRACTOR covered parties, or CLIENT covered parties, as the case may be, which is intended to cause harm or injury to persons or property.

- 2.36 **"Work Site"** means the areas, places either onshore or offshore as designated by CLIENT where the SERVICES are to be performed.
- 2.37 **"Writing(s)"** means all printed or hand-written documentation including but not limited to all telexes, cables and similar items. All requests, approvals, notices and agreements required under this CONTRACT shall be in writing.

END OF ARTICLE

ARTICLE 3 – DURATION OF CONTRACT

Subject to termination provision provided under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”**, this CONTRACT shall commence on the Effective Date stipulated in the preamble and shall remain valid until CONTRACTOR fulfil all obligations and responsibilities under this CONTRACT.

END OF ARTICLE

ARTICLE 4 – CONTRACT PRICE

- 4.1 For the satisfactory performance of the SERVICES in accordance with the CONTRACT, CLIENT shall pay CONTRACTOR the lump sum amounts and/or unit rates detailed in the **EXHIBIT III – CONTRACT PRICE SCHEDULE**. This compensation may be adjusted by the use of Change Orders, as described in and subject to the provision of **ARTICLE 26 – “CHANGES”**.
- 4.2 If CONTRACTOR fails to complete SERVICES, then as payment of damages to CLIENT, CONTRACTOR shall pay CLIENT the amount detailed in **ARTICLE 27 – “LIQUIDATED DAMAGE”**.
- 4.3 Except as expressly provided in this CONTRACT, the CONTRACT Price shall remain unchanged throughout the duration of this CONTRACT and shall not be subjected to change for any reason whatsoever including but not limited to cost escalation or currency fluctuations.
- 4.4 CONTRACTOR shall be responsible for and pay at its own expense (when due and payable) all taxes and duties relating to the SERVICES as specified in **ARTICLE 9 – “TAXES AND DUTIES”**.

END OF ARTICLE

ARTICLE 5 – RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF

- 5.1 The CONTRACTOR shall be deemed to have:
- (a) Carefully read the CONTRACT documents to determine all the necessary services, labour, equipment and materials required for the performance of the SERVICES;
 - (b) Familiarise itself with the Work Site, any restrictions applicable to or associated with the site whether imposed by any authority or third party and all ingress and egress from it;
 - (c) Obtain for itself in advance a full understanding and knowledge of the nature and scope of the SERVICES and of the conditions under which the SERVICES will be carried out.
- 5.2 Any information that CLIENT decides to give to the CONTRACTOR shall be information that is reasonably available to CLIENT at the material time.
- 5.3 The CONTRACTOR assumes total responsibility for all SERVICES including SERVICES, which is based upon data and information not contained in the CONTRACT or any conclusions, interpretations or SERVICES by the CONTRACTOR in applying the data, information and requirements contained in the CONTRACT.
- 5.4 No additional payment beyond what has been agreed in the CONTRACT will be paid to the CONTRACTOR due the CONTRACTOR's lack of understanding of the nature and scope of the SERVICES which a reasonably prudent CONTRACTOR should have determined and understood in advance, or due to the CONTRACTOR's conclusions or interpretations of any data or information.
- 5.5 Any failure by the CONTRACTOR to take account of matters, which may affect the SERVICES, will not relieve the CONTRACTOR from its obligations under the CONTRACT.

END OF ARTICLE

ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR TO INFORM CLIENT

- 6.1 The CONTRACTOR shall notify CLIENT without undue delay of all things that are or may appear to be:
- (a) in conflict with Applicable Law; or
 - (b) deficiencies, omissions, contradictions or ambiguities in the CONTRACT.
- 6.2 Failure to so notify shall be deemed to be the CONTRACTOR's confirmation that there are no conflicts, deficiencies, omissions, contradictions or ambiguities in the CONTRACT. However, if CLIENT does receive such notice, CLIENT will review these items and issue the necessary instructions before the CONTRACTOR proceeds with any part of the SERVICES affected. The CONTRACTOR shall not proceed with the SERVICES prior to the receipt of such instructions.
- 6.3 CONTRACTOR shall notify CLIENT immediately of any impending or actual stoppages of SERVICES, industrial disputes or other matters affecting or likely to affect the performance of the SERVICES.
- 6.4 The CONTRACTOR shall keep CLIENT fully informed of the progress of the SERVICES and shall comply with the reporting requirements as set out by CLIENT.
- 6.5 Without prejudice to the foregoing, CONTRACTOR shall request in a timely manner, any information or detailed drawings it requires from CLIENT for the performance of the SERVICES under this CONTRACT and CLIENT shall use its best endeavours to respond promptly to such request.

END OF ARTICLE

ARTICLE 7 – INVOICING AND PAYMENT

- 7.1 At the beginning of each calendar month, CONTRACTOR shall invoice CLIENT for SERVICES performed during the previous month. The invoice may include any amounts due to CONTRACTOR which has not been invoiced previously, as well as charges, if any, made by CONTRACTOR for expenditure on CLIENT's behalf. Expenditures on CLIENT's behalf shall be authorized in writing by CLIENT Contract Administrator before being incurred.
- 7.2 All invoices claimed by CONTRACTOR shall be itemized as being directly associated with the CONTRACT and shall be verified and signed by the authorized signatory designated in **ARTICLE 18** entitled "**CONTRACTOR'S CONTRACT ADMINISTRATION AND REPRESENTATIVE**" hereof prior to submission to CLIENT for payment. Invoicing for SERVICES performed shall be kept current at all times. All invoices submitted shall comply with the requirement of **EXHIBIT II – ADMINISTRATION PROCEDURES**.
- 7.3 Any charges made by CONTRACTOR for items reimbursable at actual cost under this CONTRACT or payments made on CLIENT's behalf shall be net of all discounts and allowances, whether or not taken by CONTRACTOR plus appropriate handling cost as specified in **EXHIBIT IV** and be supported by sufficient documentation to fully support such reimbursement and permit verification thereof by CLIENT.
- 7.4 Invoices shall indicate the CONTRACT number and title and shall be submitted in one (1) original and one (1) copy each complete with the necessary documentation required by CLIENT and shall be addressed to:
- DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED
- 15th Floor Victory Tower
12 Tan Trao Str., Tan Phu Ward, Dist. 7
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 5416 5050 Fax: (84-28) 5416 0616
- Attn: **Manager, Finance & Accounts**
- 7.5 Payments of undisputed invoiced items shall be made on or before the forty-fifth (45th) day after receipt thereof. If the forty-fifth (45th) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.
- 7.6 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. In the event that CLIENT disputes any item on a particular invoice, CLIENT shall be entitled to withhold from payment only the actual amount in dispute and CLIENT shall inform CONTRACTOR of the disputed items within thirty (30) calendar days of the receipt by CLIENT of that particular invoice.
- 7.7 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices do not include the supporting documentation required by CLIENT.

- 7.8 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that the payment for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully specified and discharged.

If CLIENT receives a bona fide claim from CONTRACTOR's suppliers or Sub-contractors that they have not been paid by CONTRACTOR for SERVICES done or material furnished in connection with the performance of SERVICES under this CONTRACT, CLIENT shall first consult with CONTRACTOR with respect to such complaint. If after such consultation, CLIENT is of the reasonable opinion that such complaint is valid, CLIENT shall be entitled to withhold such amounts from payments due to CONTRACTOR under this CONTRACT until CONTRACTOR discharges such claims whereupon CLIENT will immediately release such sums withheld to CONTRACTOR.

- 7.9 Payment due to CONTRACTOR may be withheld by CLIENT on account of defective SERVICES done and not remedied by CONTRACTOR, unsatisfactory performance of the CONTRACT, the filing of claims against CLIENT caused by acts or omissions of CONTRACTOR or failure of CONTRACTOR to pay amounts when due for labour or materials used by CONTRACTOR in performing SERVICES or amount due to CONTRACTOR's Sub-contractors(s) on SERVICES.
- 7.9 As a condition precedent to making any payments to CONTRACTOR, CONTRACTOR shall, if requested by CLIENT provide satisfactory evidence that payment due for all labour, materials, equipment and other obligations arising out of the performance of this CONTRACT have been fully satisfied and discharged.
- 7.10 CLIENT shall have the right to deduct any monies due to the CONTRACTOR under this CONTRACT in the event and on proof of default in payment of wages by CONTRACTOR for settlement of such claim. Such payment shall be deemed to be payment made to the CONTRACTOR by CLIENT under and by virtue of this CONTRACT.
- 7.11 If and when the cause or causes for withholding any such payment has/have been remedied or removed by CONTRACTOR and satisfactory evidence of such remedy or removal has been presented to CLIENT, the payments withheld shall be made forthwith by CLIENT.
- 7.12 If CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove any cause for withholding such payments within forty-five (45) calendar days after delivery written notice to CONTRACTOR by CLIENT, CLIENT shall be entitled to cause the same to be remedied or removed on its own and may deduct the cost including the expenses thereby incurred by CLIENT from any amounts due or owing or which may become due or owing to the CONTRACTOR under the CONTRACT provided always that this provision shall not affect any other remedy to which CLIENT may be entitled to for the recovery of such sums.
- 7.13 For delay in completion of SERVICES due to CONTRACTOR's and/or its Sub-Contractors' negligence, CLIENT shall have the right to deduct any payment to amount of liquidated damages as provided in **ARTICLE 27** entitled "**LIQUIDATED DAMAGES**", or adjust the CONTRACT Price in accordance with **ARTICLE 4.2**.

- 7.14 Upon notification of any erroneous billings made by or payments made to CONTRACTOR by CLIENT, CONTRACTOR shall within fourteen (14) days, make appropriate adjustments therein and reimburse to CLIENT any amounts of over-payment still outstanding as reflected by said adjustments. Notwithstanding the foregoing, CLIENT shall be entitled to deduct such amount from payment due to CONTRACTOR. Accordingly, CLIENT shall pay CONTRACTOR any amount of under-payment subject to verification thereof.
- 7.15 Payment made under this CONTRACT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced and shall not constitute an admission by CLIENT as to the performance by CONTRACTOR of its obligations hereunder and in no event shall any such payment affect the warranty obligations of CONTRACTOR. Any payments withheld shall be without prejudice to any other rights or remedies available to CLIENT.
- 7.16 CLIENT shall not be responsible and liable to pay any invoice(s) received later than three (3) months from CONTRACTOR after Termination of this CONTRACT for the performance of the SERVICES.
- 7.17 All invoices, financial settlements and billings by CONTRACTOR to CLIENT shall reflect properly the facts relating to all activities and transactions handled for CLIENT's account.
- 7.18 All payments to Domestic CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in Vietnam Dong (VND). All payments to Foreign CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in US Dollar (USD).
- 7.19 All payments to CONTRACTOR shall be made to:

BENEFICIARY NAME:

BANK NAME AND ADDRESS : _____

ACCOUNT NUMBER : _____

END OF ARTICLE

ARTICLE 8 – BANK GUARANTEE

- 8.1 CONTRACTOR shall furnish to CLIENT an irrevocable first call and unconditional Bank Guarantee in the format set out in **EXHIBIT IV** of this CONTRACT amounting to ten percent (10%) of the CONTRACT value, issued by a reputable bank and acceptable to CLIENT within thirty (30) days of the award of this CONTRACT to guarantee the due performance by the CONTRACTOR of its obligations under this CONTRACT. The expiry date of this Bank Guarantee shall be not earlier than three (03) months after the end of the CONTRACT and any extension thereto. Such guarantee shall be binding notwithstanding such variation, alterations or extensions of time as may be made, given, conceded or agreed under this CONTRACT. The expense of preparing, completing and stamping such instrument shall be borne by CONTRACTOR.
- 8.2 Should the expiry date of the Bank Guarantee required to be furnished pursuant to the foregoing **ARTICLE 8.1** occur before the expiry period mentioned above, the CONTRACTOR shall provide, at least fourteen (14) days before the expiry date, a fresh guarantee in the form similar to and in the amount of those previously provided, except for a revised date of expiry which shall not be earlier than three (3) months after the end of the CONTRACT or any extension thereto. Should CONTRACTOR fail to provide the fresh guarantee as required, CLIENT shall, without prejudice to all its other rights under the CONTRACT or in law, have the right at any time to invoke the Bank Guarantee referred to in **ARTICLE 8**.
- 8.3 If the Bank Guarantee to be furnished pursuant to **ARTICLE 8**, is not duly furnished by CONTRACTOR to CLIENT within the above prescribed period, CLIENT may, at its option and without prejudice to any rights or claims it may have against CONTRACTOR by reason of CONTRACTOR's noncompliance with any of the provisions of this **ARTICLE**, withhold an amount equivalent to the payment due or becoming due to the CONTRACTOR under this CONTRACT until such time the Bank Guarantee is furnished by the CONTRACTOR, whereupon CLIENT shall immediately release such sums withheld to CONTRACTOR, or terminate this CONTRACT by notice in writing to CONTRACTOR. In the case of termination, CLIENT shall thereupon not be liable for any claim or demand from CONTRACTOR under the provisions of this CONTRACT in respect of anything then already done or furnished, or in respect of any matters or thing whatsoever in connection with or relating to this CONTRACT, but CLIENT shall be entitled to be reimbursed by CONTRACTOR for all reasonable documented expenses incurred by CLIENT in obtaining a new contractor to perform the SERVICES.
- 8.4 CLIENT reserves the right to instruct CONTRACTOR to revise the Bank Guarantee amount to correspond to any increase in the CONTRACT Price. Failure to revise the Bank Guarantee shall constitute a failure by CONTRACTOR to perform this CONTRACT entitling CLIENT to make an immediate call on the Bank Guarantee.

END OF ARTICLE

ARTICLE 9 – TAXES AND DUTIES

9.1 CONTRACTOR LEGAL STATUS

9.1.1 Vietnamese CONTRACTOR

The CONTRACTOR is a Vietnamese registered business entity which is registered under Vietnamese Laws (including but not limited to, the Corporate Law, Investment Law, Petroleum Law, etc.) and applying Vietnamese Accounting System.

- 9.1.1(a) The CONTRACTOR shall be liable for and declare and pay at its own cost and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES.
- 9.1.1(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by the CONTRACTOR's employees.
- 9.1.1(c) Notwithstanding **ARTICLE 9.1.1(a)**, the CLIENT shall pay the Value Added Tax ("VAT") amount imposing for the SERVICES as stated on the VAT invoices issued by the CONTRACTOR for the SERVICES and the CONTRACTOR shall settle the VAT levied on this SERVICES to the relevant Tax Authorities of Vietnam.
- 9.1.1(d) The CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.1(e) The CONTRACTOR shall indemnify and hold the CLIENT harmless against any and all liability and claims of whatsoever nature resulting from the CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.1(a), 9.1.1(b) and 9.1.1(c)**.
- 9.1.1(f) If the CLIENT receives a notice requiring it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any its Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall cooperate with the CLIENT to make all reasonable endeavors to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum or

CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.1.2 Foreign CONTRACTOR

The CONTRACTOR is a foreign registered business entity which is registered in any country other than Vietnam, and applying the Direct Method for Value Added Tax filings and payments pursuant to the applicable Vietnamese Tax Law for Foreign CONTRACTOR.

- 9.1.2(a) The CONTRACTOR shall be liable for and declare and pay at its own costs and cause to be paid any and all taxes and duties of whatsoever nature assessed or levied against the CONTRACTOR and its employees or agents by the competent authorities of Vietnam or any other country on account of or in relation to or in connection with the SERVICES or this CONTRACT.
- 9.1.2(b) The CONTRACTOR shall be liable for and pay or cause to be paid any and all taxes and duties levied or assessed against the CONTRACTOR or against the CLIENT by the competent authorities of Vietnam in respect of personal income, salaries or any other benefits of whatsoever nature paid to or received by or acquired by CONTRACTOR's employees.
- 9.1.2(c) Notwithstanding **ARTICLE 9.1.2(a)**, the following shall apply with respect to Value Added Tax ("VAT") and Corporate Income Tax ("CIT"). For the purpose of this **ARTICLE 9.1**, the term VAT and CIT shall have the same meaning as taxes by that name defined by the Ministry of Finance of Vietnam and the CONTRACTOR is a foreign registered entity applying the Direct Method pursuant to the applicable Vietnamese Tax Law. The term CIT and VAT shall be extended to cover any and all taxes (with similar nature as current CIT and VAT) levied or imposed on the SERVICES by Vietnam Tax Authorities, arise as a result of changes in the legislation or interpretation and application after the execution of the CONTRACT.
- i) The CLIENT shall pay the deemed VAT and CIT, in the name of and on behalf of the CONTRACTOR, levied on the SERVICES. The CONTRACTOR shall submit the invoice stating the net amount only and shall receive the net amount.
 - ii) In the event that proof of payment is requested by Vietnam Tax Authorities or alternative Government agency, the CLIENT shall provide this proof of payment as required.
- 9.1.2(d) In those instances where the Government of the Socialist Republic of Vietnam and CONTRACTOR's Government signed a Double Taxation Agreement, CLIENT shall, on behalf of CONTRACTOR, implement the procedures on tax exemption in compliance with applicable regulation of the Ministry of Finance of the S.R Socialist Republic of Vietnam and the relevant Double Taxation Agreement. Upon CLIENT's request, CONTRACTOR shall cooperate, and assist the CLIENT in obtaining the information and documents required by law in relation to the implementation procedures on tax exemption, including but not limited to,

assistance in obtaining a proper tax registration certificate issued by the competent tax authorities of the country of which the CONTRACTOR is tax resident. CONTRACTOR shall be liable for the accuracy and lawfulness of the information and documents that provided to CLIENT.

- 9.1.2(e) CONTRACTOR agrees to observe all laws, rules and regulations of Vietnam relating to taxes and duties, including income taxes, and including, if applicable, the filing of returns, assessment of tax and keeping and showing of books and records.
- 9.1.2(f) When requested by CLIENT, CONTRACTOR shall provide evidence that it has paid all personal income tax due on remuneration paid to CONTRACTOR's employee. In the event that CLIENT determines, or has reason to believe, that CONTRACTOR has not met its obligations in this regard, CLIENT shall advise CONTRACTOR accordingly in writing. In such case, any payment otherwise due to CONTRACTOR may be withheld by CLIENT until CONTRACTOR provides satisfactory evidence that it has fulfilled such obligations.
- 9.1.2(g) CONTRACTOR shall protect and indemnify and hold the CLIENT and any of CLIENT's Affiliate harmless against any and all liability and claims of whatsoever nature resulting from CONTRACTOR's failure to pay such taxes, levies and duties referred to in above **ARTICLES 9.1.2(a)**, and **9.1.2(b)** and **9.1.2(c)**. CLIENT shall protect and indemnify and hold CONTRACTOR harmless against any and all liability and claims of whatsoever nature resulting from CLIENT's failure to pay such taxes, levies and duties referred to in above **ARTICLE 9.1.2(c)**.
- 9.1.2(h) If the CLIENT receives a notice requesting it to pay any levies, charges contributions and taxes of the type referred to in this **ARTICLE 9.1** and/or any interest or penalty thereon whether with respect to the CONTRACTOR, any Sub-contractor or any other person employed by them or providing any services to them on or in connection with the CONTRACT, the CLIENT shall forthwith notify the CONTRACTOR who shall work with the CLIENT to make all reasonable endeavours to make any valid appeal against such payment. In the event that the CLIENT is ultimately required to make such payment, the CLIENT may recover from the CONTRACTOR any such sums and all reasonable costs incurred in connection therewith and the CONTRACTOR shall within thirty (30) days of receiving written notice from CLIENT pay to the CLIENT any such sum or CLIENT shall be entitled to deduct such sums from any monies due, or which may become due, to the CONTRACTOR.

9.2 Personal Income Tax

The CONTRACTOR shall be responsible to register, declare and pay to the any government authorities including but not limited to Vietnamese Tax authorities any Personal Income Tax or other statutory obligations due and payable in relation to the remuneration of all CONTRACTOR's and its Sub-contractors' Personnel. CONTRACTOR shall submit all necessary documentation (including but not limited to tax declarations, evidence of payment, tax receipt) to CLIENT to support such payment and substantiate that proper payment has been made to the Vietnamese Tax Authorities.

**9.3 Importation and exportation of CONTRACTOR's material and equipment-
NOT APPLICABLE**

- 9.3.1 CONTRACTOR shall at its own expenses be responsible for all customs duties, licenses, fee, import or tariffs or similar charges imposed by the Government of Vietnam or any other countries, states or relevant authorities which the CONTRACTOR is obligated to pay in relation to CONTRACTOR's supplied materials and equipment imported into the Socialist Republic of Vietnam for performance of the SERVICES.
- 9.3.2 CONTRACTOR shall be responsible for the preparation of all documents required by Customs Authorities in connection with the import and export of CONTRACTOR Equipment to and from the Socialist Republic of Vietnam.
- 9.3.3 Notwithstanding the fact that CONTRACTOR Equipment is imported in the name of CLIENT, CONTRACTOR shall remain responsible for such equipment while in the Socialist Republic of Vietnam. CONTRACTOR shall protect, indemnify and hold harmless CLIENT from and against any claims, demands and causes of action, which may arise as a result of damage to, shortages, or overages in inventory of such equipment.
- 9.3.4 Upon termination of this CONTRACT or the operation involving the use of such CONTRACTOR Equipment, whichever occurs first, CONTRACTOR shall take immediate steps to remove such equipment from the Socialist Republic of Vietnam other than equipment used or consumed in the performance of the SERVICES. Unless CLIENT agrees otherwise in writing, CONTRACTOR shall comply with all directions and procedures as required by CLIENT to cause such equipment to be removed as expeditiously as possible.
- 9.3.5 CONTRACTOR shall indemnify and hold CLIENT harmless from and against any and all taxes, duties, surcharges, fines, or penalties of whatsoever nature for which CLIENT shall be or become liable as a result of CONTRACTOR's failure to comply with the directions and procedural requirements of CLIENT with respect to the removal of CONTRACTOR Equipment imported in CLIENT's name or as a result of CONTRACTOR's act in selling, transferring, disposing, or otherwise dealing with such equipment prior to its removal from the Socialist Republic of Vietnam or as a result of CONTRACTOR's failure to furnish proper and accurate information for import of such equipment.
- 9.4 Without prejudice to **ARTICLES 9.1, 9.2 and 9.3**, CONTRACTOR shall protect and indemnify and hold CLIENT, its Co-Venturers and their respective Affiliates safe and harmless from any and all claims or liability for income, excess profits, royalty, and other taxes assessed or levied by the Government of any country against CONTRACTOR or its Sub-contractors or against CLIENT for or on account of any payment made to or earned by CONTRACTOR or its Sub-contractors hereunder. CONTRACTOR further shall protect and hold CLIENT harmless from all taxes assessed or levied against or on account of wages, salaries, or other benefits paid to or enjoyed by employees of CONTRACTOR or its Sub-

contractors, and from all taxes assessed or levied against, on, or for account of any property or equipment of CONTRACTOR or its Sub-contractors.

- 9.5 CLIENT shall herein have the right to withhold including but not limited to income, excess profit, royalty, and other taxes from payment due to CONTRACTOR under this CONTRACT, to the extent that such withholdings shall be required by the Government authorities of any country including the Vietnamese Government Authorities. Payment by CLIENT to the respective governmental office of the amount of money so withheld shall relieve CLIENT from any further obligation to CONTRACTOR with respect to the amount so withheld.
- 9.6 CONTRACTOR shall indemnify CLIENT against all claims, demands and causes of action based on any actual or alleged failure by CONTRACTOR or its Sub-contractors to make timely payment of any taxes or duties for which they are liable or any actual or alleged failure by CONTRACTOR or its Sub-contractors to comply with applicable reporting, return, or other procedural requirements with respect to their payment to any Government authorities of any country including the Vietnamese Government Authorities. This indemnity shall include, without limitation, all penalties, awards and judgments, court and arbitration costs, attorneys' fees, and other reasonable expenses associated with such claims, demands, and causes of action.
- 9.7 For the purpose of **ARTICLE 9** only, the expression "tax" shall mean, where the context so admits, any tax, duty or charge, including any additional charge or interest, assessed or levied by the appropriate Vietnamese Government Authority in respect of the CONTRACT.
- 9.8 CONTRACTOR shall give prompt notice to CLIENT of all matters pertaining to non-payment, claims of immunity, or exemption from any taxes or duties.

END OF ARTICLE

ARTICLE 10 – INSURANCE

- 10.1 CONTRACTOR shall at its own cost and expense carry and maintain in full force throughout the duration of this CONTRACT at least the following insurances with companies satisfactory to CLIENT. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows:
- (a) Workmen's Compensation or Similar Statutory Social Insurance and/or Employer's Liability Insurance as required by law at the location where the SERVICES will be performed and which may be applicable covering all CONTRACTOR's employees engaged in accomplishing the SERVICES. Such insurance shall take effect immediately from the award of the CONTRACT.
 - (b) Comprehensive General Third Party Liability Insurance covering all operations hereunder against bodily injury, death, loss of or damage to property with minimum limits of **United State Dollars One Million (USD 1,000,000.00)** or equivalent value for any one occurrence with water craft exclusion deleted. Such insurance shall include contractual liability coverage and shall take effect immediately from the award of the CONTRACT.
 - (c) Contract Personnel's Insurance as specified in EXHIBIT I- SCOPE OF WORK
 - (c) Any other insurance which may be relevant and/or which may be required by law to which the CONTRACTOR and/or Sub-contractors are subjected.
- 10.2 To the extent of indemnities given by CONTRACTOR herein, CONTRACTOR shall cause CLIENT and Co-Venturers, their parent companies, subsidiaries, Affiliates, consultants and their respective agents, officers and employees to be included as additional assured and to be covered by all insurances as stipulated in **ARTICLE 10.1** with respect to operations conducted under this CONTRACT and shall cause the insurers thereof to waive all expressed or implied rights of subrogation against such Parties and their respective employees, servants and agents.
- CONTRACTOR shall further cause the insurance policy as stipulated in **ARTICLE 10.1** herein to contain a "Severability of Interests" (Cross Liability) Clause providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to each insured Party.
- 10.3 All deductibles, exceptions, and exclusions applicable to the foregoing insurances resulting from any act or omission of CONTRACTOR shall be for the account of and be paid by CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of CONTRACTOR.
- 10.4 CONTRACTOR shall fully indemnify CLIENT against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.

- 10.5 CONTRACTOR shall within fourteen (14) days of the award of this CONTRACT furnish to CLIENT certified copies of certificates of insurance provided for in **ARTICLE 10.1** hereof. No insurance shall be materially changed or cancelled while the SERVICES is in progress without prior written approval by CLIENT. Policies and/or extension certificates or documents shall be furnished to CLIENT. If requested by CLIENT, CONTRACTOR shall permit CLIENT to examine copies of its and its Sub-contractors original insurance policies and current premium receipts.
- 10.6 The furnishing of certificates of insurances shall not be interpreted as implying endorsement by CLIENT or that CLIENT assumes responsibility for the accuracy and adequacy of such documents or that the CONTRACTOR has complied with its other obligation contained in the CONTRACT.
- 10.7 Should CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, CLIENT shall upon notification to CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by CLIENT shall immediately become due and payable to CLIENT by CONTRACTOR or CLIENT shall be entitled to deduct such sums from any moneys due or which may become due to CONTRACTOR in addition to any other remedies CLIENT may have under this CONTRACT.
- 10.8 CONTRACTOR shall notify CLIENT immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said policies. Written notice shall be given not later than two (2) days after the occurrence of any accident. However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 10.9 CONTRACTOR shall ensure that its Sub-contractors maintain similar insurance coverage as specified herein and that its Sub-contractors similarly indemnify and hold CLIENT harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of Sub-contractor's insurance shall be for the sole responsibility of CONTRACTOR.
- 10.10 The amounts of CONTRACTOR furnished insurance called for herein shall be the minimum and not the maximum limits of liability. CONTRACTOR may provide other insurance coverage or higher limits of coverage. CLIENT will bear no financial liability attributable to deficient insurance coverage by CONTRACTOR.

END OF ARTICLE

ARTICLE 11 – LIABILITIES AND INDEMNITIES

11.1(a) Personnel of CONTRACTOR

CONTRACTOR shall be responsible for and shall protect, defend, indemnify and hold harmless CLIENT GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death of or damage to or loss of property of any person employed by CONTRACTOR GROUP arising during and/or as a result of the performance of this CONTRACT, including when due to the negligence or wilful misconduct of an indemnitee.

11.1(b) Personnel of CLIENT

CLIENT shall be responsible for and shall protect, defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death of or damage to or loss of property of CLIENT GROUP arising during and/or as a result of the performance of this CONTRACT, including when due to the negligence or wilful misconduct of an indemnitee.

11.2 Third Party

Unless otherwise expressly provided for in this CONTRACT, each Party shall be solely responsible for its own liability (including that of its Sub-contractors and/or agents and/or employees) in respect of Third Party damages and shall hold the other Party harmless from and against any such liability.

11.3(a) CONTRACTOR's Equipment and Property

Save as otherwise expressly provided in this CONTRACT, CONTRACTOR shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CLIENT GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CONTRACTOR's Equipment and property and those of CONTRACTOR GROUP in relation to this CONTRACT.

11.3(b) CLIENT's Equipment and Property

CLIENT shall assume the risk of, and shall be solely responsible for and in this regard shall indemnify, defend and hold CONTRACTOR GROUP harmless from and against any claims arising out of the damage to, the loss, or destruction of, all CLIENT's Equipment and property in relation to this CONTRACT.

11.4 Pollution and Contamination – NOT APPLICABLE

Notwithstanding anything to the contrary contained herein, CONTRACTOR shall be responsible for and hold harmless and indemnify CLIENT against all claims, cost, expenses, actions, proceedings, suits, demands and liabilities whatsoever

arising out of actual or potential pollution damage and the cost of cleanup or control which cause or allow discharge, spills or leaks from substances of CONTRACTOR under this CONTRACT.

11.6 Underground Damage – NOT APPLICABLE

CLIENT shall be responsible for and hold harmless and indemnify CONTRACTOR for any and all claims resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas or other mineral substance or water, if at the time of the act or omission, said substance had not been reduced to physical possession above the seabed, and for any loss or damage to any formation, strata, or reservoir beneath the seabed.

11.5 CONTRACTOR shall notify CLIENT immediately of any damage, loss or destruction of property used in connection with the SERVICES and any injury or death of persons occurring in connection with the performance of the SERVICES and to furnish to CLIENT adequate written reports pertaining to it.

11.6 CONTRACTOR shall protect, indemnify and hold CLIENT harmless from and against all liability for any pollution arising out of the SERVICES performed hereunder and resulting from the negligent act or omission of CONTRACTOR and shall reimburse CLIENT for costs incurred or payment made by CLIENT to control or clean up the pollution or as compensation for payments made by CLIENT for damage suffered by others. CONTRACTOR undertakes that equipment or rubbish in any form originating from the SERVICES will not be dumped overboard.

11.7 Except as otherwise provided in this **ARTICLE**, the indemnities given by the CONTRACTOR shall not be reduced by reasons of any negligence or omission of CLIENT Representative in failing to supervise or control the CONTRACTOR's site operations or methods of working or to detect or prevent or remedy defective SERVICES or to ensure proper performance of any other obligations of the CONTRACTOR under this CONTRACT.

11.8 Except as expressly provided herein, CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the wilful misconduct, act, omission or negligence of CONTRACTOR.

11.9 CONTRACTOR shall notify CLIENT immediately of any incident, claims or litigation affecting the provisions of this **ARTICLE**.

END OF ARTICLE

ARTICLE 12 – ACCEPTANCE OF SERVICES

- 12.1 All SERVICES under this CONTRACT shall be performed in accordance with this CONTRACT to the satisfaction of the CLIENT representative.
- 12.2 Pursuant to this **ARTICLE**, CLIENT Representative shall, decide on all matters as to the performance and fulfilment of the CONTRACT and his decision thereon shall be final and conclusive.
- 12.3 Notwithstanding the above, acceptance of SERVICES or part thereof or approval of CONTRACTOR's activities for the SERVICES or partial payments made to the CONTRACTOR shall not relieve CONTRACTOR of any of its obligations and/or liabilities provided in this CONTRACT.

END OF ARTICLE

ARTICLE 13 – WARRANTY

CONTRACTOR warrants and guarantees that the SERVICES shall be performed in a professional manner in accordance with good and sound offshore engineering and industry practices and with the requirements and conditions of this CONTRACT.

END OF ARTICLE

ARTICLE 14 – CONTRACTOR’S OBLIGATION

- 14.2 CLIENT shall, without prejudice to its rights under **ARTICLE 23 – “PROVISION FOR TERMINATION OF CONTRACT”** has the right to monitor and review, from time to time, the CONTRACTOR’s performance of the SERVICES under this CONTRACT and CONTRACTOR’s compliance with its obligations hereunder.
- 14.3 CONTRACTOR shall perform the SERVICES in strict compliance with the provisions of this CONTRACT including all **EXHIBITS** attached hereto and shall comply with and adhere strictly to CLIENT's instructions and directions on any matter concerning the SERVICES. The foregoing shall not however be construed to exclude CONTRACTOR's duty to exercise diligence and to perform the SERVICES in accordance with the warranty set forth in **ARTICLE 13 – “WARRANTY”** hereof.
- 14.4 CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the SERVICES with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT.
- 14.5 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 **ARTICLE 20 – “HEALTH SAFETY AND ENVIRONMENT REQUIREMENT”**.
- 14.6 CONTRACTOR shall furnish the equipment, materials, and supplies and the necessary personnel required to perform the SERVICES as specified in the **EXHIBITS** attached hereto.
- 14.7 CONTRACTOR shall commence the SERVICES as instructed by CLIENT.
- 14.8 CONTRACTOR shall observe all plans, programs, specifications, schedules, and instructions provided or made by CLIENT for carrying out the SERVICES.
- 14.9 During the progress of the SERVICES performed hereunder, CONTRACTOR shall ensure that its personnel keep the designated area of the Work Site clean and orderly at all times and shall dispose of trash and spoil as instructed by CLIENT.
- 14.10 **CONTRACTOR furnished equipment, materials, and supplies – NOT APPLICABLE**
- 14.10.1 CONTRACTOR shall at its own cost furnish, install, maintain in good working order, and repair and replace where necessary throughout the duration of this CONTRACT, relevant and adequate equipment, materials and supplies for full and proper performance of the SERVICES, and shall carry all spare parts and supplies as required for maintenance and good working condition of CONTRACTOR Equipment.
- 14.10.2 CONTRACTOR shall ensure that all materials, tools, equipment and other items used in the SERVICES, whether purchased, rented, or otherwise provided by CONTRACTOR, are properly packed and equipped with proper and acceptable slings and spreader bars, where required, and that the

equipment are in a safe, sound and good condition and capable of performing the functions for which they are intended; and are properly stored and protected against all weather elements that may be detrimental to the eventual performance of the equipment if no such protection is provided.

- 14.10.3 For equipment assigned to the SERVICES, the CONTRACTOR must indicate on the proforma invoice that is submitted to CLIENT, at time of delivery of the equipment to the Supply Base, the description, the serial number of the equipment, maintenance record, year of manufacture and/or year of purchase, with documental support.

The proforma invoice must reach CLIENT at least one (01) day prior to the actual shipment. All items delivered must be accompanied by CONTRACTOR's delivery order and must be clearly tagged for material identification.

- 14.10.4 If any tool or other item of equipment is, in the judgement of CLIENT, unsafe or incapable of doing the functions 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 expense.
- 14.10.5 CLIENT shall have the right to inspect CONTRACTOR Equipment at any time to observe their condition. If CLIENT notifies CONTRACTOR of any defects thereto, CONTRACTOR shall take immediate steps to rectify the said defects at its own cost. However, such inspection by CLIENT shall not imply any acceptance of the condition of the said CONTRACTOR Equipment by CLIENT and CONTRACTOR shall not be relieved of its obligations under this CONTRACT by any such inspection.
- 14.10.6 CONTRACTOR shall keep and maintain up-to-date records of all CONTRACTOR Equipment reflecting their conditions and quantity and shall make such records available to CLIENT whenever requested.
- 14.10.7 CONTRACTOR agrees to visually inspect all CLIENT Equipment and materials furnished by CLIENT and shall report to CLIENT of any apparent defects therein. CONTRACTOR's use of such materials without so notifying CLIENT shall be deemed to be conclusive evidence that such materials are free from apparent defects. CLIENT Equipment on board the drilling unit shall be maintained in good condition and repaired by CONTRACTOR utilising CONTRACTOR Personnel and all spare parts, materials required to maintain or repair CLIENT Equipment at CONTRACTOR's sole cost.

14.11 **CONTRACTOR'S Personnel**

- 14.11.1 CONTRACTOR shall provide the necessary personnel as specified in **EXHIBIT I - SCOPE OF SERVICES**, and shall make the personnel available for commencement of the SERVICES. CONTRACTOR shall thereafter ensure that such personnel are continuously available throughout the duration of the CONTRACT.

CONTRACTOR shall furnish at its sole expense any and all visas and work permits or other permits required for its personnel.

CONTRACTOR Personnel directly involved in the SERVICES shall be subjected to be available for work as per requirement in **EXHIBIT I – SPECIAL PROVISION AND SCOPE OF SERVICES**.

CONTRACTOR shall furnish additional personnel as CLIENT may request in writing from time to time.

14.11.2 All CONTRACTOR Personnel directly involved in the performance of the SERVICES offshore shall have undergone the necessary basic safety training required by CLIENT's and shall possess a valid Offshore Safety Certificates.

14.11.3 **Discipline**

In the performance of the SERVICES, CONTRACTOR shall maintain strict discipline and good order among its employees and CONTRACTOR'S and Sub-contractor's employees and shall not permit any of them to engage in any activities that might, in CLIENT's opinion, be contrary or detrimental to the performance of the SERVICES or the interests of CLIENT.

14.11.4 **Alcohol And Drug Use**

- a) CONTRACTOR is responsible to ensure that its employees, agents, and Sub-contractors, its servants and its third party shall not use, be in possession or under the influence of any drug during the performance of the SERVICES, or cause any drugs to be carried into the Work Site.
- b) CONTRACTOR shall also ensure that its employees, agents, Sub-contractors, its servants and third party shall not use or be in possession of, distribute or engage in the sale of alcohol/alcoholic beverages at Work Site.
- c) Any of the CONTRACTOR's personnel, employees, agents Sub-contractors and third party who is incapable of performing his work or duties due to the influence of alcohol, will be refused entry into or removed from the Work Site. CONTRACTOR shall replace such person immediately in accordance with the provision herein contained. Any cost incurred shall be for the CONTRACTOR's account.

14.11.5 **Replacement of CONTRACTOR Personnel**

- (a) CONTRACTOR shall employ on the SERVICES only competent and skilled personnel. Subject to all other provisions of this **ARTICLE**, CONTRACTOR shall ensure that all such personnel continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve proper completion of the SERVICES.

CONTRACTOR shall not change the personnel assigned to perform the SERVICES without prior approval from CLIENT in writing.

CONTRACTOR shall also take steps to ensure that in the event of a replacement, the replacement personnel shall be competent, skilled and familiar with the SERVICES. Such steps shall include the training of the "would be" new personnel to take-over the work at no additional cost to CLIENT and shall include an appropriate hand over period for the replacement personnel.

- (b) CLIENT shall be entitled to, without prejudice to any other rights or remedies available to CLIENT under this CONTRACT or otherwise in law, to object and require CONTRACTOR to remove from the SERVICES and/or replace any of CONTRACTOR Personnel who, in the opinion of CLIENT, is incompetent, misconduct himself, is negligent in the performance of his duties, and/or violates CLIENT's alcohol/drug policy.

In such event, CONTRACTOR shall forthwith remove such person from the SERVICES and such person shall not be re-employed in the SERVICES again without the written permission of CLIENT. CONTRACTOR shall immediately replace, at CONTRACTOR's sole expense, any discharged person with a suitably qualified and experienced person acceptable to CLIENT.

In the event CONTRACTOR is unable to comply with these obligations, CLIENT shall have the option to terminate this CONTRACT.

14.11.6 **Language Requirement**

CONTRACTOR shall ensure that the personnel provided pursuant to this CONTRACT are competent, efficient and have adequate command of the English Language.

14.11.7 **Personnel Policies**

CONTRACTOR shall maintain good site housekeeping and shall furnish where applicable, to its personnel safety equipment including but not limited to safety helmets, safety shoes, safety harness and eye and ear protection.

CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness of its personnel and Sub-contractor's personnel including arranging safety meeting and emergency drills.

CONTRACTOR shall establish and have its own written policy, safety rules and regulations for its employees and the employees of any of its Sub-contractors and shall also acquaint CLIENT Representative with the same.

- 14.12 At all times, CONTRACTOR shall respond promptly and shall accurately furnish to CLIENT information about the SERVICES as requested.

- 14.13 In the execution of the SERVICES, no persons other than the authorised employees or agents of the CONTRACTOR and the employees or agents of CLIENT, shall be allowed on the Work Site without the written consent of CLIENT.
- 14.14 Before commencing any hazardous work operations, CONTRACTOR shall inspect the Work Site and equipment involved to ensure that the SERVICES will be performed under safe conditions acceptable to CLIENT. CONTRACTOR shall verify that "Work Permits" or "Certificates" are obtained prior to initiating any hazardous work.
- 14.14 CONTRACTOR shall at no cost to CLIENT be responsible for the medical welfare of its own and Sub-contractor's employees and shall take care of periodical medical examinations, arrangements for medical attendance, treatment or hospitalisation if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.
- 14.16 CONTRACTOR shall advise CLIENT immediately in writing of any labour dispute or anticipated labour dispute, which may be expected to affect the CONTRACTOR's performance of the SERVICES.
- 14.17 CONTRACTOR shall promptly review the information, data, drawings and specifications provided by CLIENT and shall immediately bring to the attention of CLIENT all things which in CONTRACTOR's opinion appear to be deficiencies, omissions, contradictions or ambiguous in such information, data, drawings or specifications.
- 14.18 In addition to all legal and specific requirements stated herein, CONTRACTOR and CONTRACTOR's agents, employees, representatives and Sub-contractors who are engaged in the performance on the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, fire protection and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.
- 14.19 CONTRACTOR shall ensure that all its employees, agents and Sub-contractors comply with CLIENT's rules, regulations, practices and requirements in the area of CLIENT's operations. This shall not relieve CONTRACTOR of its obligations as stipulated herein and in particular this **ARTICLE**.

END OF ARTICLE

ARTICLE 15 – CLIENT'S OBLIGATION

15.1 Access To Work Site

CLIENT shall ensure that Contract Personnel has rights of ingress and egress to and from the Work Site(s), subject to the provisions of **ARTICLE 9 - "TAXES AND DUTIES"** and **ARTICLE 14 -"CONTRACTOR'S OBLIGATION"**. CLIENT shall promptly advise CONTRACTOR of any restrictions, conditions, or limitations in CLIENT's permits or authorisations.

15. Work Schedule and Transportation of CONTRACT Personnel

CONTRACTOR and CLIENT shall agree upon a schedule for the regular change of working crews who are engaged in the SERVICES at the Work Site(s) and, except in circumstances of emergency or safety, CLIENT shall be obliged to transport CONTRACT Personnel only in accordance with the schedule so agreed upon. CLIENT shall always have the right to change the schedule without prior notice for reasons of unavailability of transport and for emergency and safety considerations as determined solely by CLIENT.

15.5 CLIENT shall provide reasonable accommodation, meals and laundry service for CONTRACT Personnel within the limits of stated requirements as to numbers of personnel so engaged from time to time at the Work Site(s). CONTRACTOR Personnel shall adhere to meal rosters as may be furnished by CLIENT, if any.

END OF ARTICLE

ARTICLE 16 – ACTIONS ON BEHALF OF CLIENT

- 16.1 CONTRACTOR shall take no action on behalf of CLIENT in the performance of the SERVICES, which would subject either Party to liability or penalty under any laws, rules, regulations, or decrees of any relevant authority.
- 16.2 CONTRACTOR shall have no authority to and shall not make any statements, representations or commitments of any kind or to take action which shall be binding upon CLIENT, except as provided for herein or otherwise authorised in writing by CLIENT.
- 16.3 CONTRACTOR is an independent CONTRACTOR and neither CONTRACTOR nor CONTRACTOR's respective employees are deemed to be agents or employees of CLIENT.
- 16.4 CONTRACTOR shall notify CLIENT promptly upon discovery of any instance where CONTRACTOR has not complied with the requirements of this **ARTICLE**.

END OF ARTICLE

ARTICLE 17 – CLIENT’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CLIENT Contract Administrator and Representative(s) shall be designated in **EXHIBIT I – SPECIAL PROVISION AND SCOPE OF SERVICES**. Notice of any change shall be given by CLIENT to CONTRACTOR in writing.

17.1 CLIENT Contract Administrator

Not Applicable

17.2 CLIENT Representative(s)

The CLIENT Representative shall have the right to receive all information pertaining to records, reports, and any other information pursuant to the SERVICES and EXHIBITS attached hereto.

CLIENT Representative(s) shall have the right to issue instructions with respect to the CONTRACT, reject or disapprove of any part of the SERVICES, which does not conform to this CONTRACT, and to decide on all matters or questions which may arise relating to the performance of the SERVICES and his decision shall be final and conclusive.

CLIENT Representative(s) shall be entitled to inspect all SERVICES performed hereunder and to witness and to check all tests on CONTRACTOR Equipment. Notwithstanding the above, the presence of and the inspection by CLIENT Representative(s) shall not relieve CONTRACTOR from CONTRACTOR's obligations and duties and shall not prejudice CLIENT's rights under this CONTRACT.

CLIENT Representative(s) shall consult with CONTRACTOR Representatives in delivery of Goods or planning and co-ordinating the SERVICES, and all instruction(s) given by CLIENT Representative(s) consistent with the provisions of this CONTRACT shall be deemed those of CLIENT and shall be complied with by CONTRACTOR.

END OF ARTICLE

ARTICLE 18 – CONTRACTOR’S CONTRACT ADMINISTRATOR AND REPRESENTATIVE(S)

The following defined CONTRACTOR Contract Administrator and CONTRACTOR Representative(s) shall be designated in **EXHIBIT I – SPECIAL PROVISIONS AND SCOPE OF SERVICES**. Notice of any change shall be given by CONTRACTOR to CLIENT in writing.

18.1 CONTRACTOR Contract Administrator

Not Applicable

18.2 CONTRACTOR Representative(s)

CONTRACTOR Representative is the person employed by CONTRACTOR who will have supervisory authority over the SERVICES and with whom CLIENT Representative(s) may plan and co-ordinate the performance of the SERVICES. Notice concerning operations, which are transmitted to CONTRACTOR through its designated CONTRACTOR Representative(s) will be deemed, for the purpose of this CONTRACT, to have been sufficiently given.

END OF ARTICLE

ARTICLE 19 – LIENS AND CLAIMS

- 19.1 CONTRACTOR shall indemnify and hold CLIENT harmless from and shall keep CONTRACTOR Equipment, CLIENT Equipment, wells, and the SERVICES free of all liens, claims, assessments, fines, and levies created, caused, or committed by CONTRACTOR or its Sub-contractors and all costs, damages, and expenses incidental thereto; including without limitation all court and arbitration costs, legal fees, and other reasonable expenses. CONTRACTOR shall notify CLIENT of such liens and/or claims.
- 19.2 CLIENT shall have the right to retain from any payment to be made under this CONTRACT an amount sufficient to offset such liens and/or claims which CONTRACTOR fails to discharge promptly until such lien and/or claim is proven to be invalid or is satisfied, discharged, or settled.
- 19.3 Should there be any liens and/or claims after all payments hereunder have been made, CONTRACTOR agrees to refund to CLIENT upon demand all moneys that CLIENT may be compelled to pay to discharge any such liens and/or claims in consequence of CONTRACTOR's default including all costs and legal and professional fees.
- 19.4 CONTRACTOR agrees that it shall furnish CLIENT, upon completion or earlier termination of this CONTRACT, full and complete statements that all of CONTRACTOR's employees, Sub-contractors and suppliers have been paid in full for works done or for equipment, materials and supplies furnished to the date of such statements in connection with the performance of SERVICES. In the event of any dispute, CONTRACTOR shall post a bond or any form of security acceptable to CLIENT to secure or insure CLIENT against any such liens or claims.
- 19.5 At the completion of the SERVICES hereunder, or upon expiry or earlier termination of this CONTRACT, CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format in the **EXHIBIT II – ADMINISTRATION PROCEDURES** stating that all of CONTRACTOR's employees, Sub-contractors and suppliers have been paid in full, for SERVICES done or for equipment, materials and supplies furnished to, and all debts, taxes, liens, privileges, claims, charges, and obligations arising out of the purchase or lease of equipment, materials, supplies, and labour for use in the SERVICES hereunder to the date of such statements in connection with the performance of the SERVICES have been fully and finally paid. In the event of any dispute, CONTRACTOR shall post a bond, or any other form of security acceptable to CLIENT, to secure or insure CLIENT against any such liens and/or claims.
- 19.6 Such affidavit shall ensure immunity to CLIENT from all liens and/or claims for which CLIENT might be or become liable. CONTRACTOR shall indemnify and hold CLIENT harmless from and against all claims, demands, damages, losses, costs, proceedings, charges, and expenses arising out of or incurred in connection with any claims or liens asserted by CONTRACTOR's Sub-contractors, suppliers, or any other liens and claims arising out of the performance of this CONTRACT by CONTRACTOR.

END OF ARTICLE

ARTICLE 20 – HEALTH, SAFETY AND ENVIRONMENT REQUIREMENT

20.1 LAWS AND REGULATIONS

- 20.1.1 CONTRACTOR shall comply with all laws, regulations, and requirements pertaining to **safety, health, fire, environmental protection, and security regulations**, which are applicable to the location where the SERVICES are being carried out.
- 20.1.2 CONTRACTOR shall ensure its personnel employed for the SERVICES comply at all times with the requirements as set forth by CLIENT in its HSE Manuals, Safety Manual, policies, procedures, any special instructions, and all requirements stipulated of CLIENT.
- 20.1.3 CONTRACTOR shall ensure that all services, materials, and CONTRACTOR's items used in the performance of the SERVICES comply with the above laws, regulations, and requirements and otherwise meet generally accepted industry standards for occupational health, safety and environment.
- 20.1.4 Upon termination of the CONTRACT, CONTRACTOR shall within sixty (60) days deliver to CLIENT a satisfactory CONTRACT CLOSE-OUT REPORT in a format and meeting such technical content as specified by CLIENT.

20.2 SAFETY EQUIPMENT – NOT APPLICABLE

CONTRACTOR shall, where applicable, provide at its own expense adequate first aid, fire-fighting, life saving, and other safety equipment of approved types and amount as may be specified in connection with this CONTRACT and shall maintain this equipment in a professional manner and, where appropriate, re-certify the said safety equipment as dictated by legal and industry standards.

CONTRACTOR shall keep up-to-date records of all said equipment, including equipment location plans.

CONTRACTOR shall ensure that all cargo and items of equipment located at Work Site and at CONTRACTOR's onshore base are stored in a proper and safe manner and that CONTRACTOR's equipment is in all respects fit and suitable to undertake any operations.

CONTRACTOR shall also, at its own expense, be responsible for providing its personnel with personal protective equipment as specified required by CLIENT.

20.3 SAFETY PROCEDURES AND MANUALS – NOT APPLICABLE

CONTRACTOR shall have in place, prior to commencement of this CONTRACT, a written Safety Manual and Emergency Response Manual duly endorsed by CONTRACTOR's Management and Approved by CLIENT.

20.4 CERTIFICATION OF PERSONNEL – NOT APPLICABLE

CONTRACTOR shall ensure that all machineries, equipment, and tools are operated by competent personnel who are fully trained and certified to carry out the task. The said personnel shall be authorised in writing by CONTRACTOR's Management or certified by a reputable training establishment acceptable to CLIENT.

20.5 **RIGHT TO STOP SERVICES**

CLIENT Representative shall have the right, but not the obligation, to prohibit the commencement of the SERVICES or to stop any part of the SERVICES in progress if the equipment, personnel, or work conditions are considered to be unsafe or not in compliance with CLIENT's rules and regulations.

20.6 **WEATHER/SEA CONDITION – NOT APPLICABLE**

CONTRACTOR may suspend any part of the SERVICES under this CONTRACT at any time with CLIENT's prior approval because of dangerous weather or sea conditions or other reasons relating to safety. Similarly, if requested to do so by CLIENT in writing, CONTRACTOR shall immediately suspend all or a designated part of the SERVICES as may be requested by CLIENT because of dangerous weather or sea conditions or other reasons relating to safety. In this event, CONTRACTOR shall take all reasonable measures to protect the Work Site, CLIENT and CONTRACTOR Equipment and their components.

20.7 In addition to all legal and specific requirements stated herein, CONTRACTOR GROUP who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations and standards on safety, drugs, and alcohol, fire protection, and security regulations as set forth by CLIENT in its safety manuals, policies and special instructions.

20.8 In addition to all legal and specific requirements stated herein and all Vietnamese legislative requirements, CONTRACTOR GROUP who are engaged in the performance of the SERVICES shall comply with, abide by and enforce at its sole expense any rules, regulations, and standards on safety, fire protection, environmental protection and security regulations as set forth by CLIENT in its published safety manuals, policies and special instructions. Before commencing any SERVICES, CLIENT requires that CONTRACTOR inspect the Work Site and the equipment involved to ensure that the SERVICES will be performed under safe conditions acceptance to CLIENT. These inspections must be evidenced by "Work Permits" issued by CLIENT prior to initiating any such SERVICES. CLIENT Representative or his designated representatives shall have the right to prohibit commencement of SERVICES or stop any SERVICES in progress if the equipment, personnel or SERVICES conditions are considered to be unsafe or not to be in compliance with CLIENT rules and regulations.

20.9 CONTRACTOR shall prohibit the consumption and/or possession of alcoholic beverages or dangerous drug at the Work Site.

- 20.10 CONTRACTOR shall compile and maintain safety records, data pertaining to its SERVICES with CLIENT. These records shall be updated and submitted to CLIENT Representative as and when required.
- 20.11 CONTRACTOR shall be wholly responsible for the safety and safe working practices of its employees, servants or agents, and all equipment, and shall be responsible for the training of its employees, servants or agents on safety and safe working practices. CONTRACTOR shall ensure that the personnel to be provided in the performance of the SERVICES are adequately trained in safety precautions and safe working practices before they are involved in the SERVICES and that they are competent to undertake their required duties in a safe and efficient manner. CONTRACTOR shall be responsible for maintaining and enhancing manner. CONTRACTOR shall be responsible for maintaining and enhancing the safety awareness among its personnel and Sub-contractor's personnel, including arranging regular safety meetings and emergency drills, copies of minutes of CONTRACTOR safety meetings shall be submitted to CLIENT.
- 20.12 The employees, servants or agents of the CONTRACTOR when working offshore shall participate in periodic fire and boat drills, instructions in survival, lifesaving and fire fighting.
- 20.13 All personnel assigned to Work Site shall be provided with approved safety helmets, safety glasses, safety shoes and ear protections, by the CONTRACTOR. CONTRACTOR shall also provide to personnel assigned for special jobs with approved life lines, life jackets/life vests, breathing equipment, welding helmets, and all other protective equipment as necessitated by the scope of SERVICES and good industrial safety practices.
- 20.14 CONTRACTOR shall allow CLIENT Representative and/or its designated third Party personnel access at any time to conduct audit on the CONTRACTOR Personnel, records and any other matters related to the safety aspect of the SERVICES at the Work Site(s).

END OF ARTICLE

ARTICLE 21 – DEFAULT OF CONTRACTOR

- 21.1 The occurrence of any of the following events shall be deemed a default by CONTRACTOR under this CONTRACT:-
- (a) Any attempted transfer or assignment or Sub-contract by CONTRACTOR of its right or duties under this CONTRACT without the prior written consent of CLIENT; or
 - (b) The making by CONTRACTOR of an assignment for the benefits of creditors, the filing by or against CONTRACTOR of a petition in bankruptcy or for corporate reorganisation, or the appointment of a receiver or trustee for CONTRACTOR or the properties of CONTRACTOR; or
 - (c) CONTRACTOR fails to make the payment to Contractor Personnel as agreed in CONTRACTOR's agreement with Contractor Personnel; or
 - (d) The failure of CONTRACTOR to satisfy within thirty (30) days of its entry any final judgement upon which execution is possible or the attachment of any general liens against the real or personal property of CONTRACTOR and the continued existence thereof for more than thirty (30) days; or
 - (e) If the CONTRACTOR has in the opinion of CLIENT failed to comply with the CONTRACT or failed to perform the SERVICES or part thereof or has failed to adhere to any of its duties and obligations; or
 - (f) The refusal or the inability or other failure of the CONTRACTOR to perform any part of the CONTRACT in a safe, efficient, professional, workmanlike, skilful, professional and careful manner in accordance with good industry practices or with the required promptness or diligence; or
 - (g) Fulfil its obligations relating to prevention of pollution and substantial pollution result therefrom.
- 21.2 CLIENT shall notify CONTRACTOR in writing of any default and require CONTRACTOR to immediately take appropriate correction action without however prejudicing any of CLIENT rights hereunder or in law or equity.
- 21.3 Notwithstanding the foregoing, in the event of default by CONTRACTOR, CLIENT shall, at CLIENT's sole discretion, enforce the Bank Guarantee and/or Performance Guarantee for completion of the SERVICES.

END OF ARTICLE

ARTICLE 22 – PROVISION FOR SUSPENSION OF SERVICES

- 22.1 CLIENT may, at any time, suspend all or any part of the remaining SERVICES for any reason whatsoever by giving written notice to CONTRACTOR specifying the part of the SERVICES to be suspended and the effective date of suspension. CONTRACTOR shall cease performance of said suspended part of SERVICES on the effective date of suspension. CONTRACTOR shall continue to perform the unsuspended part of the SERVICES. CONTRACTOR will be given sufficient time for orderly removal of personnel and items not required during suspension.
- 22.2 CONTRACTOR shall comply with CLIENT's instructions with respect to all activities in connection with any suspension of the SERVICES or part thereof. Such compliance will be a factor in determining reasonableness of costs incurred. Compensation for suspension shall be limited to actual and reasonable out-of-pocket expenses. CONTRACTOR will not be compensated for expenses that resulted from suspension or cancellation of SERVICES due to safety reasons.
- 22.3 Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of any suspension of SERVICES or part thereof.
- 22.4 CLIENT may, at any time, authorize resumption of all or any part of the suspended SERVICES by giving notice to CONTRACTOR specifying the SERVICES to be resumed and the effective date of withdrawal of suspension. The SERVICES shall be resumed by CONTRACTOR within three (3) calendar days after receipt of such notice, where applicable.

END OF ARTICLE

ARTICLE 23 – PROVISION FOR TERMINATION OF CONTRACT

23.1 CLIENT shall have the right at its option to terminate this CONTRACT or any part thereof pursuant to the following provisions.

23.2 Termination Without Cause

- a) Notwithstanding any other provisions to the contrary herein, and in addition to CLIENT's right either to stop the SERVICES or to suspend CONTRACTOR from all or any part of SERVICES pursuant to **ARTICLE 22 – "PROVISION OF SUSPENSION OF SERVICES"**, CLIENT may at any time terminate without cause SERVICES in whole or in part by giving written notice to CONTRACTOR that CLIENT intends to terminate SERVICES, specifying the SERVICES to be terminated, and the effective date of termination.
- b) Should CLIENT terminate this CONTRACT or all SERVICES without cause, CONTRACTOR shall stop performance of all SERVICES or the terminated portion of the SERVICES on the effective date of termination.
- c) In the event CLIENT terminates any part of the SERVICES without cause, CONTRACTOR shall stop performance of the said portion of the terminated SERVICES on the effective date of termination.
- d) Upon receipt and verification of CONTRACTOR's invoice, CLIENT shall pay CONTRACTOR all amounts properly due for the work performed prior to the date of termination and all expenses resulting directly from the termination as Approved by CLIENT.

23.3 Termination For Cause

- a) Subject to provision provided under **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** hereof, CLIENT shall have the right to terminate for cause all or part of the SERVICES by giving a notice in writing, specifying the CONTRACT to be terminated, and the effective date of termination. In either event, CLIENT shall have available to it all rights and remedies proved in law or equity.
- b) On the date on which the termination for cause given pursuant to provision of **ARTICLE 21 – "DEFAULT OF CONTRACTOR"** becomes effective, CONTRACTOR shall stop performance of the CONTRACT. CLIENT shall, retain all amounts which are then due and payable to CONTRACTOR plus reimbursements due to CONTRACTOR for its reasonable and auditable costs incurred in the performance of the SERVICES to the extent such SERVICES are authorised in advance by CLIENT. If the cost to CLIENT for completing the SERVICES is less than the unearned balance of the CONTRACT Price, CLIENT shall pay the retained amounts to CONTRACTOR.
 - (i) If the cost to CLIENT for completing the SERVICES is less than the unearned balance of the CONTRACT Price, CLIENT shall pay the

retained amount to CONTRACTOR. The unearned balance in this context is calculated by deducting all the paid invoices and retained amount from the CONTRACT Price.

(ii) If the cost to CLIENT for completing the SERVICES are greater than the unearned balance of the CONTRACT Price and is less than the retained amount, then CLIENT shall deduct the difference from the retained amount due to CONTRACTOR.

(iii) If such difference is greater than the retained amount due to CONTRACTOR, CONTRACTOR shall pay to CLIENT such difference less the Retained Amount due to the CONTRACTOR.

Notwithstanding, CLIENT may recover the amount due, including any costs involved from the Bank Guarantee.

23.4 In addition to CLIENT's rights to terminate as may be provided herein, CLIENT shall be entitled to terminate this CONTRACT under the following provisions:

23.4.1 In the event of Force Majeure continuing for fourteen (14) days as specified in **ARTICLE 28 – “FORCE MAJEURE”** and there is no expectation of improvement of the situation, then CLIENT shall be entitled to terminate this CONTRACT forthwith.

23.4.2 If at any time during the performance of this CONTRACT, there is any attempted transfer or assignment by CONTRACTOR of its rights or duties under this CONTRACT without the prior written consent of CLIENT.

CLIENT shall be entitled to terminate this CONTRACT on giving notice of termination to CONTRACTOR, such termination shall be effective on the date specified in the notice.

23.5 If CLIENT terminates any part of the CONTRACT in accordance with the **ARTICLE** herein CONTRACTOR shall execute and deliver to CLIENT the documents required by CLIENT with respect to said part of the CONTRACT.

24.6 For the part of the SERVICES terminated, the applicable provision of the CONTRACT shall continue in full force and effect as to all the SERVICES performed prior to the effective date of termination. For the remainder of the SERVICES, the CONTRACT shall remain in full force and effect.

23.7 If this CONTRACT or any portion of the SERVICES is suspended or terminated and if CLIENT so requests, CONTRACTOR shall immediately make every reasonable effort to cancel existing Sub-contracts, purchase orders or other obligations entered into by CONTRACTOR with Sub-contractors, suppliers or others for the performance of the SERVICES, upon terms satisfactory to CLIENT.

23.8 CLIENT may direct CONTRACTOR to execute and delivery to CLIENT all documents related to the CONTRACT as required by CLIENT and to take all steps necessary to full vest in CLIENT the rights and benefits of CONTRACTOR under

existing Sub-contracts or other obligations with Sub-contractors, suppliers and others. In addition, CONTRACTOR shall do whatever is necessary to preserve and protect the SERVICES already in progress, to protect materials, drawings, documents, equipment and supplies in transit or at the Work Site and to minimise all costs to CLIENT and CONTRACTOR resulting from such suspension or termination.

- 23.9 Except as provided above, in the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the terminated SERVICES. Neither CLIENT nor CONTRACTOR shall be liable to the other for loss of anticipated profits sustained on account of such termination.
- 23.10 If in the performance of this CONTRACT, CONTRACTOR causes the CONTRACT to be terminated, or in the event of default by CONTRACTOR, CLIENT shall have the option to thereafter enforce the Bank Guarantee and/or Performance Guarantee for completion of the SERVICES.

END OF ARTICLE

ARTICLE 24 – SUB-CONTRACTS AND ASSIGNMENT

- 24.1 CONTRACTOR shall not subcontract or assign the SERVICES or any part thereof without CLIENT's prior written approval. Sub-contract documents and selection of Sub-contractor(s) related to the SERVICES or any part thereof shall require the written approval of CLIENT prior to the award of each Sub-contract, such approval shall not be unreasonably withheld.
- 24.2 CLIENT shall have the right to disapprove, for reasonable cause, any Sub-contractor, supplier, vendor or source of supply selected by CONTRACTOR.
- 24.3 CONTRACTOR shall be fully responsible for any acts, defaults and omissions of any Sub-contractors and persons either directly or indirectly employed by Sub-contractor to the same extent as it is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR.
- 24.4 CLIENT may assign this CONTRACT including all rights and obligations hereunder at any time with the prior written consent of CONTRACTOR which shall not be unreasonably withheld.
- 24.5 CONTRACTOR shall ensure that all CLIENT's right under this CONTRACT including audit rights are incorporated in all CONTRACTOR's Sub-contracts hereunder.
- 24.6 Approvals granted pursuant to this ARTICLE shall not release or relieve CONTRACTOR of any of its obligations under the CONTRACT or create any contractual relationship between any Sub-contractor and CLIENT.

END OF ARTICLE

ARTICLE 25 – ACCESS AND AUDIT RIGHTS

- 25.1 CONTRACTOR shall maintain and shall cause its Sub-contractors, subsidiaries, and Affiliates to maintain true and correct records of all charges and accounts including gifts and entertainment expenses in connection with the SERVICES and all transactions related thereto and shall retain all such records and accounts for a period of not less than thirty-six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof.
- 25.2 From the effective date of this CONTRACT and within the time period mentioned above, CLIENT shall have the right, during regular scheduled business hours, to inspect and audit the drawings, plans, instructions, procedures, controls, records, including gifts and entertainment records, and accounts of CONTRACTOR, its Sub-contractors and Affiliates in connection with the performance of this CONTRACT, and are in compliance to the CONTRACT terms and conditions. CLIENT shall have the right to reproduce any such documents, which have been inspected.
- 25.3 CLIENT's claims for omissions, corrections, or errors in charges and credits for CLIENT's account and over-payments of amounts billed by CONTRACTOR and others noted above may be presented at any time during and after the CONTRACT period provided that such claims are made during the course of the CONTRACT and within thirty six (36) months after the expiry of the CONTRACT or any extensions or any termination thereof. CONTRACTOR shall make a written response to CLIENT concerning such claims within thirty (30) days of the date of such claims by CLIENT.
- 25.4 CONTRACTOR shall ensure that the provisions of this **ARTICLE** and **ARTICLE 24 – "SUB-CONTRACTS AND ASSIGNMENT"**, are included in all Sub-contracts it may enter into with its Sub-contractors and Affiliates who will supply any of the labour, equipment, materials, or services to be provided under this CONTRACT.

END OF ARTICLE

ARTICLE 26 – CHANGES

- 26.1 Changes to the SERVICES and/or CONTRACTOR Equipment may be required during the performance of SERVICES, or any extension of the CONTRACT, and should be handled expeditiously and effectively by the Parties hereto. Such changes may include, but are not limited to additions, deletions, substitutions, alterations, and modifications.
- 26.2 CLIENT shall have the right, at any time, to make any change but such change shall in no way affect the rights or obligations of the Parties hereto except as provided in a written Change Order. All provisions of the CONTRACT shall apply to all changes.
- 26.3 Except as provided in **ARTICLE 26.6** below, CONTRACTOR shall not proceed with any change prior to receipt of a Change Order, unless authorised in writing by CLIENT Contract Administrator.
- 26.4 Should CLIENT desire a change to the SERVICES and/or CONTRACTOR Equipment, it shall advise CONTRACTOR of said request. CONTRACTOR shall, upon request from CLIENT Contract Administrator, provide CLIENT within fourteen (14) days a Change Order Proposal defining the terms and conditions of the Change Order Proposal. The terms and conditions shall include, but not be limited to price, method of payment, earliest commencement date, and any other information deemed necessary.
- 26.5 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals in the form shown in **EXHIBIT IX – CHANGE ORDER PROPOSAL**. CONTRACTOR shall sign both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After execution by CLIENT, one duplicate original will be returned to CONTRACTOR.
- 26.6 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of SERVICES on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorise CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Order Proposal giving a firm price for the change. If the firm price quoted in the Change Order Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **ARTICLE 26.5**.

END OF ARTICLE

ARTICLE 27 – LIQUIDATED DAMAGES

- 27.1 If CONTRACTOR fails to complete any portion of SERVICES as per the Schedule of Work stipulated in **EXHIBIT I –SCOPE OF SERVICES**, then CLIENT shall apply liquidated damages in favour of CLIENT for such delay, in the absence of legal ground or justification, at a rate zero point one percent (0.1%) per day of delay up to eight percent (8%) of the total estimated CONTRACT Price.
- 27.2 If CONTRACTOR fails to complete the SERVICES on or before the scheduled completion date, CONTRACTOR shall be responsible for all costs related to such delay including weather downtime costs beyond the scheduled completion date in order to complete the SERVICES.
- 27.3 The reason for such delay is other than:
- (i) Force Majeure; or
 - (ii) Any delay acceptable or reimbursable by the CLIENT to CONTRACTOR under the terms and conditions of this CONTRACT; or
 - (iii) The failure of the CLIENT to perform any of the CLIENT's obligations which directly or materially affect CONTRACTOR's performance schedule as acknowledged in writing by the CLIENT,
- 27.4 The amount due to CLIENT under this **ARTICLE** shall be fixed. Such amounts shall be deducted from payments otherwise due by CLIENT to CONTRACTOR as stated in **ARTICLE 7** entitled "**INVOICING AND PAYMENT**".
- 27.5 CONTRACTOR and CLIENT hereby agree that these amounts of liquidated damages are fair and reasonable because of the difficulty of ascertaining the exact amount of damages that CLIENT may sustain by reasons of such delay in completing the SERVICES and shall be deemed to be in full and final settlement of any claims by CLIENT based on CONTRACTOR's delayed completion of SERVICES as specified above.
- 27.6 Pursuant to **ARTICLE 4.2**, only CLIENT shall have the right to determine whether CONTRACTOR shall be subjected to "Liquidated Damages" upon assessing the severity and impact of CONTRACTOR failures to complete SERVICES.
- 27.7 CLIENT shall have the right to deduct the liquidated damages amount from payments due to CONTRACTOR under this CONTRACT. The terms of this **ARTICLE 27.7** shall not be construed so as to prejudice, alter or limit CLIENT's other rights and remedies under this CONTRACT upon written notification by CLIENT to CONTRACTOR of its intent to withhold.
- 27.8 The Schedule of Work shown in **EXHIBIT I –SCOPE OF WORK** is only indicative; CONTRACTOR shall mobilise the Contract Personnel to work only when received the signed Call-out Request.

The conditions of this **ARTICLE 27** shall then apply to the revised Schedule of Work.

END OF ARTICLE

ARTICLE 28 – FORCE MAJEURE

- 28.1 Where any Force Majeure event renders impossible or hinders or delays the performance of any obligation (except for the obligation to make payments) or the exercise of any right under this CONTRACT then the failure or omission of CLIENT or CONTRACTOR to perform such obligation shall not be treated as failure or omission to comply with this CONTRACT.
- 28.2 Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall promptly give written notice of such event to the other Party. The affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as may be possible. If such occurrence results in the suspension of all or part of the SERVICES for a continuous period more than fourteen (14) days, the Parties shall meet and determine the appropriate measures to be taken. In the event the Parties do not agree, CLIENT have the right to terminate the forthwith in which case neither Party shall have any further obligation or liability hereunder.
- 28.3 The events falling within Force Majeure include acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm, tidal wave, shipwreck and perils to navigation (other than adverse sea or weather conditions), act of war (declared or undeclared) or public enemy, strike (excluding strikes, lockouts or other industrial disputes or action amongst employees of CONTRACTOR or its Sub-contractors) act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the Parties or either of them.

However, the following occurrences shall not be considered as Force Majeure:

- (a) Late delivery of CONTRACTOR Equipment caused by an oversold condition of the market, inefficiencies, lack of funds or similar occurrences; or
- (b) Late performance by CONTRACTOR and/or a Sub-contractor caused by unavailability of equipment, supervisors or labour, inefficiencies, lack of funds or similar occurrences; or
- (c) Mechanical breakdown of any item of CONTRACTOR or its Sub-contractors equipment, plant or machinery; or
- (d) Delays due to ordinary storm or inclement weather; or
- (e) Non-performance by Sub-contractors.

unless the delay arises out of a Force Majeure occurrence and is beyond both CONTRACTOR's and the Sub-contractor's control and an alternate acceptable source of services, equipment, or material is unavailable. Additionally, Force Majeure shall not include financial distress of CONTRACTOR or any Sub-contractor.

28.4 Any delay or failure in performance by either Party hereto shall not give rise to any claims for damages or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure.

END OF ARTICLE

ARTICLE 29 – CONFLICT OF INTEREST

- 29.1 CONTRACTOR shall exercise care and diligence to prevent any actions being taken or conditions from arising, which could result in a conflict with CLIENT's best interest. This obligation shall apply to the activities of the employees and agents of CONTRACTOR in their relations with CLIENT's employees and their families, and with suppliers, Sub-contractors, and third parties, arising from the CONTRACT or related to the performance of the SERVICES.
- 29.2 CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees, officers or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations for the purpose of influencing individuals to commit acts contrary to CLIENT's best interest.

END OF ARTICLE

ARTICLE 30 – WAIVERS

- 30.1 The failure of CLIENT, at any time, or from time to time to enforce, or to require the strict adherence and performance of any of the terms and conditions of the CONTRACT, to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant, shall not constitute a waiver of any such terms and conditions and/or affect or impair such terms or conditions in any way, or the right, privilege, or option of CLIENT, or of the strict performance of CONTRACTOR thereof unless an express waiver is properly executed and evidenced in writing.
- 30.2 Waivers by CLIENT of any breach or non-observance by CONTRACTOR of any of the terms and conditions of this CONTRACT shall not constitute or be construed as a waiver of any succeeding breach or non-observance of the same or any other terms or conditions.

END OF ARTICLE

ARTICLE 31 – CONFIDENTIALITY

- 31.1 CONTRACTOR shall obtain written approval from CLIENT prior to making any publicity release, public statements or announcement regarding the CONTRACT and the performance of the SERVICES or CONTRACTOR's activities related to its participation in the SERVICES.
- 31.2 CONTRACTOR shall at all times hold confidential and shall not, without CLIENT's prior written approval, divulge to third parties or use in any way other than for accomplishing the SERVICES or for purposes other than that specified in the CONTRACT, any technical information or any processes, process data or calculations or any drawings or designs showing the equipment, devices and machinery by which the processing is to be performed or carried out, disclosed, directly or indirectly, to CONTRACTOR by CLIENT or its Affiliates in regard to the SERVICES or the results thereof.
- 31.3 Upon completion of the SERVICES or upon receipt by CONTRACTOR of CLIENT's notification of termination of the SERVICES or any part thereof as the case may be, CONTRACTOR shall return to CLIENT all documents, drawings, and data provided to CONTRACTOR by CLIENT.
- 31.4 CONTRACTOR shall ensure that the provisions of this **ARTICLE** are adhered to by its employees, its Sub-contractors, and Sub-contractor's employees and shall promptly notify CLIENT upon discovery of any instance where the requirements of this **ARTICLE** have not been complied with.
- 31.5 This **ARTICLE** shall continue in force notwithstanding the completion or earlier termination of this CONTRACT.
- 31.6 The provisions of this **ARTICLE** shall not apply:
- (a) insofar as any of the documents, drawings, and data referred to in the SERVICES are part of public knowledge or literature at the date of their receipt by the CONTRACTOR as from such date;
 - (b) insofar as any of the documents, drawings, and data referred to in the SERVICES become part of public knowledge or literature after the date of their receipt by the CONTRACTOR as from such subsequent date;
 - (c) insofar as any of the documents, drawings, and data are developed by the CONTRACTOR independently of the CONTRACT.
 - (d) insofar as any of the documents, drawings, and data lawfully becomes known or available to the CONTRACTOR from third party who are not under a similar agreement, directly or indirectly, with CLIENT hereto.
 - (e) where disclosure is required to be made in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the SERVICES or the CONTRACTOR, or of any relevant stock exchange.

END OF ARTICLE

ARTICLE 32 – ARBITRATION

- 32.1 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be settled by The Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration, before a board of three (3) arbitrators. Each of the Parties hereto shall be entitled to appoint one arbitrator and the two arbitrators shall agree on a third arbitrator. In the event agreement upon the third arbitrator cannot be reached, the third arbitrator shall be appointed by the VIAC's President. It is agreed, however, that no one who is an employee of either Party or who is in anyway financially interested in this CONTRACT shall be appointed to act as an arbitrator.
- 32.2 Such arbitration shall be held at Ho Chi Minh City, Socialist Republic of Vietnam. The award of the arbitrators shall be final and binding upon the Parties. The costs of the arbitration shall be borne by the Party whose contention was not upheld by the arbitration tribunals, unless otherwise provided in the arbitration award. The language of the Arbitration shall be in English language.
- 32.3 Notwithstanding the foregoing, the Parties may agree that any particular matter of disputes can most expeditiously be settled by an Expert. In that event, the Parties shall jointly prepare and sign a statement on the issue to be determined by the Expert before agreeing upon the identity of the Expert. The Parties shall then agree upon the identity of the Expert to determine the issue described in the said statement and the decision of the Expert on that issue shall be final and binding on the Parties without further arbitration on that issue. If the Parties cannot agree upon the identity of the Expert within fourteen (14) days after the date the last Party signs the aforesaid statement of the issue, then the dispute shall be referred to arbitration as indicated above.

END OF ARTICLE

ARTICLE 33 – COMPLIANCE WITH LAW

- 33.1 CONTRACTOR and its Sub-contractors shall be subject to all applicable laws in connection with the SERVICES. If CONTRACTOR or its Sub-contractors perform any part of the SERVICES in breach of the law, then CONTRACTOR shall bear any additional costs of the SERVICES resulting from said violation and correction thereof. For the purpose of this **ARTICLE**, "law" includes any laws (national, state, municipal, local, or others) and any requirements, ordinances, rules, or regulations of any relevant authority or agency (national, state, municipal, local, or other).
- 33.2 CONTRACTOR shall not enter into negotiations with any relevant authority or agency to develop acceptance to exemption, composition, variation, or revision to law in connection with this CONTRACT without CLIENT's prior written approval.
- 33.3 CONTRACTOR shall be responsible for and shall bear all the costs of obtaining all necessary licences, permits, and authorisations required by law that must be obtained in CONTRACTOR'S name from the relevant governmental authorities for CONTRACTOR to do business in the country, or countries wherein any part of the SERVICES is performed, and shall give all required notices.
- 33.4 CONTRACTOR shall, at CONTRACTOR's cost, defend, indemnify, and hold CLIENT and its Affiliates harmless from all forms of penalty which may be imposed on CLIENT and its Affiliates by reason of any alleged or violation of law by CONTRACTOR or its Sub-contractors and also from all claims, suits, or proceedings that may be brought against CLIENT and/or its Affiliates arising under, growing out of, or by reason of the SERVICES with respect to such alleged or violation of law whether brought by employees of CONTRACTOR or its Sub-contractors or by third parties or by any relevant authority.
- 33.5 CONTRACTOR's obligations under this **ARTICLE** shall include, without limitation, obtaining all necessary or appropriate import and export licences and Customs clearances for materials, tools, vessel, parts and spares, and equipment for the SERVICES and providing all documentation in support of such licenses and clearance.

END OF ARTICLE

ARTICLE 34 – GOVERNING LAW AND LANGUAGE

- 34.1 The validity and interpretation of this CONTRACT and the legal relations of the Parties to it shall be governed by the substantive laws of Vietnam, without having regards to its conflicts of law's provisions.
- 34.2 All documents produced by CONTRACTOR in the performance of this CONTRACT as well as all written communications between CLIENT and CONTRACTOR shall be written in the English language which is hereby designated the governing language of the CONTRACT. CONTRACTOR and CLIENT may use any language within their own organisations, except that all Sub-contracts and all written communications pertaining to them shall be in English.

END OF ARTICLE

ARTICLE 35 – PATENTS AND OTHER PROPRIETARY RIGHTS

35.1 COPYRIGHT

CONTRACTOR shall promptly give notice to CLIENT if CONTRACTOR has or acquires knowledge or any copyright under which a suit for infringement could reasonably be brought because of the use by CLIENT of any designs, processes, methods or SERVICES product information incorporated or to be incorporated by CONTRACTOR in the performance of SERVICES. Following notification to CLIENT, CONTRACTOR shall not incorporate into the SERVICES these designs, processes, methods or SERVICES product information without CLIENT's prior written approval.

Where designs, processes, methods and SERVICES product information specified and used by CONTRACTOR in the accomplishment of SERVICES infringe any copyright, CONTRACTOR shall indemnify, defend and hold CLIENT and their Affiliates harmless from and against any and all claims, demands or causes of action of whatever nature and shall further agree to pay all costs, including counsel and witness fees, court costs, awards, damages and any and all expenses incurred by or assessed against CLIENT resulting from such claims, demands or causes of action.

In case the said designs, processes, methods and SERVICES product information or any part thereof is held by such a suit to constitute infringement and its use enjoined, CONTRACTOR shall at its own expense either procure for CLIENT the right to continue using the designs, processes, methods and SERVICES product information or replace the designs, processes, methods and SERVICES product information with non-infringing designs, processes, methods and SERVICES product information or modify the designs, processes, methods and SERVICES product information so as to remove the infringement. Where, however, an infringement of any copyright occurs as to design, process, method and SERVICES product information expressly specified by CLIENT, CLIENT shall indemnify and save CONTRACTOR harmless from any loss on account of claims for copyrights infringement against CONTRACTOR provided that CONTRACTOR notifies CLIENT immediately upon receiving notice of infringement.

35.2 PATENTS

In the event CONTRACTOR files a patent application in which any of the technical information provided to CONTRACTOR by CLIENT or by any subsidiary or Affiliate is disclosed, CONTRACTOR agrees to provide CLIENT with a copy of such application. If such application includes technical information of CLIENT or its Affiliates which is proprietary, CONTRACTOR shall not permit the publication in any country of a patent based on such application without CLIENT's prior written approval.

35.3 TECHNICAL INFORMATION

Title to all drawings, specifications, requisitions, calculations, and other patent documents. Design concepts, technical information prepared by CONTRACTOR or its Sub-contractors solely for the CONTRACT or any invention development by CLIENT from information received shall be vested in CLIENT and may be used by or for CLIENT, for any purposes.

END OF ARTICLE

ARTICLE 36 – ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to this CONTRACT, either written or oral, including CLIENT's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations, or modifications to this CONTRACT shall be effective unless in writing, and executed by the authorised signatories of CLIENT and CONTRACTOR.

END OF ARTICLE

ARTICLE 37 – NON-EXCLUSIVE AGREEMENT

This CONTRACT is non-exclusive and CLIENT reserves the right, without having to give any reason whatsoever to engage other suppliers and/or contractors to supply and/or perform similar or identical SERVICES. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall accomplish the SERVICES in co-operation with those contractors and with CLIENT.

END OF ARTICLE

ARTICLE 38 – INDEPENDENT CONTRACTOR

- 38.1 CONTRACTOR is an independent contractor and neither CONTRACTOR nor its employees, nor CONTRACTOR's Sub-contractors or their employees, are agents or employees of CLIENT. The entire performance, operation, management, and control of CONTRACTOR Equipment shall be under the exclusive control and command of CONTRACTOR. CONTRACTOR's primary purpose shall be to perform all acts necessary to execute the SERVICES consistent with safety and good oilfield practice.
- 38.2 It shall be the sole exclusive duty of CONTRACTOR to determine at all times whether the SERVICES can be safely continued or undertaken. It shall be CONTRACTOR's duty to inspect and ensure that all cargo and items of equipment located at the Work Site and at CONTRACTOR's onshore base are stored in a proper and safe manner and in all respects fit and suitable to undertake any contemplated operation under the then existing conditions.
- 38.3 The presence of, and the inspection and supervision by, CLIENT Representative(s) at the Work Site shall not relieve CONTRACTOR from CONTRACTOR's obligations and responsibilities.

END OF ARTICLE

ARTICLE 39 – SURVIVAL OF OBLIGATIONS

Notwithstanding anything to the contrary written in this CONTRACT, the liabilities, indemnity and obligations of CLIENT and CONTRACTOR under this CONTRACT arising prior to the termination or completion of this CONTRACT shall survive any termination, repudiation, cancellations or completion of this CONTRACT.

END OF ARTICLE

ARTICLE 40 – LIMITATION OF LIABILITY

Neither Party shall be responsible to the other for any indirect or remote losses of any kind including but not limited to loss of revenue or anticipated profits, loss of production, loss of business opportunity or business interruption, regardless of cause and even if caused by negligence or breach of contract resulting from the carrying out of the operations or the exercise of rights by the Parties under this CONTRACT.

END OF ARTICLE

ARTICLE 41 – NOTICES

- 41.1 All notices required herein shall be in writing and made to either Party and shall be deemed to have been properly given or made to the Party it is addressed to if the notices are sent to the respective Party at the address as indicated hereunder:

CLIENT :

DOMESTIC PETROLEUM OPERATING BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED

15th Floor Victory Tower
12 Tan Trao Str., Tan Phu Ward, Dist. 7
Ho Chi Minh City, S.R Vietnam
Tel: (84-28) 5416 5050 Fax : (84-28) 5416 0616

ATTN : Director

CONTRACTOR :

NAME : *To be specified by CONTRACTOR*
ADDRESS : “
TELEFAX : “
TELEPHONE : “
ATTENTION

- 41.2 The date of any notice shall be either the date it is first delivered received at the office of the addresser, or the date it is first received by the addressee, whichever is earlier.

Written notice or instruction shall be deemed to have been received:

If delivered by hand	- At time of delivery to either Party
If sent by fax	- At time of transmission
If sent by registered mail	- At time of receipt or recorded delivery.

- 41.3 If the time of such deemed receipt of notice is not during customary hours of business, notice shall be deemed to have been received at 10:00 A.M. on the first customary day of business thereafter.

- 41.4 Either Party may change the person or address to which notice shall be sent by giving the other Party written notice of such change.

END OF ARTICLE

ARTICLE 42 – TITLE

- 42.1 All materials, raw data, field logs, documents drawings and calculations covered by this CONTRACT in respect of the SERVICES and each part thereof, and everything intended for incorporation therein, shall, as soon as they are delivered or appropriated to the SERVICES be sole and unencumbered property of CLIENT.
- 42.2 The CLIENT Representative shall be entitled at all reasonable times to inspect the said raw data, field logs, documents, drawings, calculations and materials or parts thereof at all areas where the SERVICES is being or has been performed to ensure that this **ARTICLE** has been observed and, if it has not been observed, to clearly mark or identify the equipment and materials at CONTRACTOR's cost.
- 42.3 CONTRACTOR hereby waives any liens or claims, which it might have at any time on or against any material raw data, field logs and documents, drawings and calculations, which is to be incorporated into the SERVICES.

END OF ARTICLE

ARTICLE 43 – SEVERABILITY

In the event that a determination, binding upon CLIENT and CONTRACTOR, is made that one or more provisions of the CONTRACT are void, unenforceable or unlawful, all other provisions of the CONTRACT shall continue in force to the extent not affected thereby provided that as a result of such determination, either the rights and obligations of CLIENT and CONTRACTOR hereunder are not materially adversely affected or CLIENT and CONTRACTOR agree to maintain this CONTRACT in force together with such amendments as they deemed advisable.

END OF ARTICLE

SIGNATORIES

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

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

CLIENT

**For and on behalf of
DOMESTIC PETROLEUM OPERATING
BRANCH - PETROVIETNAM
EXPLORATION PRODUCTION
CORPORATION LIMITED**

CONTRACTOR

**For and on behalf of
(CONTRACTOR'S Name)**

Name :

Designation :

Name :

Designation :

EXHIBIT I

SCOPE OF WORK

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EXHIBIT I - SCOPE OF WORK

1.0 SCOPE

1.1 Objective

The objective of this CONTRACT is for CONTRACTOR to provide suitably qualified Contract Personnel as listed below to meet requirements as specified in the CLIENT’s requirements as at least; to administer CLIENT referred Contract Personnel and to perform manpower support services at the assignment locations designated by CLIENT.

No	Position	Qty	Tentative Contract Period	
			Start	Duration (month)
1	Senior Planner	1	Jan 2026	25

The duration for the required Contract Personnel is only tentative. The start date for each position will align with the Signed Call Out Request. At no time shall the CONTRACTOR be permitted to subcontract with Contract Personnel for a duration that differs from the signed Call Out Request, and the end date for each position must not exceed the duration specified in the above table.

These above required position(s) shall be based in locations (referred to as “Work Site”) designated by CLIENT subject to work natures and project schedule:

Work Site shall be either:

- (i) CLIENT Head Office: PVEP POC Office in Ho Chi Minh City, Vietnam.
- (ii) Project Site: Vung Tau City
- (iii) Offshore Site: Dai Hung Field, Offshore Vietnam

At the commencement of the Service, CLIENT shall instruct the Work Site for the approved Contract Personnel. During the course of the project execution, the Contract Personnel may be relocated to either CLIENT Head Office or Project Site if the period is longer than 2 months continuously or longer period subject to CLIENT’s decision. The monthly lumpsum payment shall be remained unchanged for such relocation.

Subject to business travel trips, the compensation shall apply the CLIENT’s policy if such trip is authorised by CLIENT.

During the service with CLIENT, Contract Personnel might be required to work outside the Work Site within the Socialist of Republic of Vietnam and / or overseas.

For Services provided in locations within the Socialist of Republic of Vietnam CONTRACTOR shall be solely responsible for the provision and employment of said Contract Personnel and for the administration of all aspects of the Services.

For Services provided at an international location, CONTRACTOR or CONTRACTOR's nominated subcontractor for that location shall be responsible for the provision and employment of said Contract Personnel and for the day to day administration of the Services at such international location, under such subcontract terms and conditions that are back to back with the terms and conditions of the CONTRACT and in every respect acceptable to CLIENT.

1.2 Interpretation

Pursuant to the objective set forth in Section 1.1 herein to provide back to back terms and conditions between this CONTRACT and any subcontract entered into by CONTRACTOR with one or more of the subcontractor(s) nominated in the CONTRACT, the Scope of Services to be provided by such nominated subcontractor shall be the same as for CONTRACTOR for Services to be provided within the Socialist Republic of Vietnam.

Accordingly, except as may be expressly stated otherwise, all references to CONTRACTOR within this Exhibit I – Special Provisions and Scope of Work to the CONTRACT shall refer to and apply equally to CONTRACTOR's nominated subcontractor, responsible for the provision of Services at a given international location. For all such subcontracted Services, CONTRACTOR shall be solely responsible for the performance of the nominated subcontractor and shall ensure that the subcontracted services so provided comply in every respect with the extent and standard of Services contemplated by the CONTRACT.

1.3 General Scope of Work

The scope of the Work to be provided by CONTRACTOR shall generally consist of:

- Sourcing and providing Contract Personnel in accordance with the Terms and Conditions of the CONTRACT and in accordance with CLIENT's policies and procedures governing Contract Personnel.
- Providing support services associated with employing Contract Personnel at the locations where Project work is performed. CONTRACTOR shall provide the services in accordance with laws and legal obligations applicable to the provision of manpower and support services in the countries and locations associated with the Project.
- Providing administrative services to satisfy all legal formalities and tax protocols in connection with the employment and residence of Contract Personnel and dependent individuals in the locations in which the Services are performed.
- Maintaining up to date market information related to the infrastructure available to support Contract Personnel in the various Project locations.
- Maintaining up to date administrative records for the total compliment of Contract Personnel under its supply of sufficient quality to ensure the proper and smooth administration of the Services in the various Project locations, including, but not limited to, a centralized personnel register, employment and visa registers, mobilization / demobilization record, timesheet record, business trip authorization and expense records, home leave accrual record, salary and allowance payment records, personal income tax payment and certified tax assessment records; and emergency evacuation records, and the like. All such administrative records shall be made available to CLIENT upon request, the format and composition of which shall be satisfactory to CLIENT. CONTRACTOR shall nominate and provide a

copy of the curriculum vitae of Contractor's proposed representative who will be responsible for Contractor's overall performance of the services and be the main CLIENT contact point for the performance and administration of the Services.

2.0 REQUIREMENT FOR CONTRACT PERSONNEL

2.1 General

- The CONTRACTOR shall ensure that it assigns appropriately qualified and experienced personnel to suit the requirements of each position and / or services required by CLIENT to be performed under each Work Order and shall ensure that such personnel are not removed from the Services without prior approval from CLIENT. Any personnel proposed by CONTRACTOR shall have at least the following requirements:
 - All CONTRACTOR's lead discipline engineers be professionally registered engineer(s), with a minimum of fifteen (15) year experience in the offshore oil and gas industry and at least three (3) project experience in relevant proposed position of similar size project and work scope or bigger.
 - All CONTRACTOR's senior discipline engineers/supervisors must be professionally registered engineer(s) and must have a minimum of twelve (12) years relevant experience in the offshore oil and gas industry and at least two (2) year or two (2) project experience in the relevant proposed position of similar size project and work scope or bigger.
 - All CONTRACTOR's discipline engineers/inspectors/officer must be professionally registered engineer(s)/bachelor(s) and must have a minimum of eight (8) year relevant experience in the proposed position of similar size project and work scope or bigger.
 - CONTRACTOR's non-technical managerial/ lead positions must be in minimum of fifteen (15) years with relevant experience in the oil and gas industry and at least two (02) projects in the relevant proposed position of similar size project and work scope or bigger.
 - CONTRACTOR's non-technical senior positions must be in minimum of 12 years with relevant experience in the offshore oil and gas industry and at least three (03) projects in the oil and gas industries.
 - CONTRACTOR's non-technical positions must be in minimum of ten (10) years with relevant experience in the offshore oil and gas industry and at least two (02) projects in oil and gas industry.
- Upon receiving an instruction from CLIENT, CONTRACTOR shall mobilize the required personnel to perform Services at the designated Work Site. CLIENT reserves the right to approve or disapprove any of CONTRACTOR's proposed personnel prior to their mobilization.
- Contract Personnel shall be deployed on single status to Work Site.
- Contract Personnel assigned under this Contract shall ensure that their actions and conduct shall in no way detract from the integrity and image of CLIENT. As and where appropriate, CLIENT shall supply uniforms to Contract Personnel if required. Under such circumstances, Contract Personnel shall wear CLIENT uniform while performing his duties to uphold the image of CLIENT.

- Contract Personnel may be required to work with other contractors who have different rules and regulations governing conduct at the Work Site. The Personnel shall acquaint himself with these rules and regulations and to conduct himself accordingly.
- Contract Personnel may have to work with personnel of various nationalities. Under such circumstance, he shall respect the customs and behavior of these different nationals and refrain from derisive or scurrilous comments or actions.
- All Contract Personnel shall study and understand all applicable CLIENT specifications, regulations, applicable codes and standards.
- Contract Personnel are expected to perform their Services to the satisfaction of CLIENT. Should they fail to meet the expected performance standard, CLIENT shall request CONTRACTOR to demobilize the personnel by giving seven (07) day notice in advance. It shall be CONTRACTOR's responsibility to find a suitable replacement candidate to replace within such time, to be approved by CLIENT.
- Contract Personnel must be familiar with the working conditions. CONTRACTOR shall ensure that its personnel have adequate knowledge of working at the Work Sites and Offshore Facilities when necessary and required. Contract Personnel must have suitable health certificate for assigned work as well as for attending basic safety courses (Basic Offshore Safety, Sea Survival, HUET and Fire Fighting courses) as required by CLIENT.
- Contract Personnel shall be required to perform Services either at onshore or offshore locations. Contract Personnel will be transported to various locations by helicopter, car or supply boats...
- CLIENT reserves the right to assign the Personnel to any of the other CLIENT's facilities either onshore or offshore Vietnam, as the need arises.
- CONTRACTOR shall ensure that all Contract Personnel for the Services have completed the requisite safety and/or skill training. Upon request by CLIENT, CONTRACTOR shall produce evidence that the personnel have undergone such training or the required refresher courses. CLIENT has the right to demobilize any of Contract Personnel if it is discovered that the Personnel have not undergone the specified training and CONTRACTOR shall replace same at no additional cost to CLIENT. CONTRACTOR must also furnish detailed courses/training attended by the proposed CONTRACTOR's Personnel.
- In the event that Contract Personnel submit or tender for resignation while still under this contract, it shall be CONTRACTOR's responsibility to find a suitable replacement at no additional cost whatsoever to CLIENT. Acceptance of such replacement candidate shall be subjected to CLIENT's approval.

2.2 Organization Charts

CONTRACTOR shall provide the positions who are qualified and has good experience as required in the list in Section 1.1 above. These required positions shall be based in the WORK SITE as designed by CLIENT.

CLIENT may from time to time request more required positions by providing the updated list or organization charts setting out examples of the technical, supervisory, inspection and administrative support personnel CLIENT may require for the Project. Such information is intended to be indicative only of the types of personnel that CONTRACTOR may be required to provide as part of the Services. Such information shall not be construed as anything more than a general indication of the types of

personnel that may be required; nor shall such information be interpreted by CONTRACTOR as indicating any minimum level of Services to be provided during the term of the CONTRACT.

2.3 Non Exclusive Service

CONTRACTOR acknowledges and accepts that the provision of Contract Personnel to CLIENT through these Services is not in any way an exclusive arrangement and that CLIENT shall retain the right to contract with others for the provision of all or any of its Contract Personnel requirements.

2.4 Transfer of Contract Personnel

CLIENT shall retain the exclusive right, but not the obligation, to shift or move individuals at any time during the term of the Services and for any reason to another contractor or agent providing similar services and support without penalty to CLIENT or individuals under CONTRACTOR's supply.

In all such circumstances CONTRACTOR will be required to co-ordinate with CLIENT as to the timing of the transition to ensure that the transition causes the least disruption possible to the individual personnel and to project activities. In the event that the transition involves a shift or move to another contractor then CONTRACTOR will be required to co-operate with both CLIENT and the other contractor to the fullest extent possible to achieve a transition with the least disruption.

3.0 WORK LOCATION

The prime work location for the Services contemplated by this CONTRACT is at Work Site in Vung Tau City/ Ho Chi Minh City with minor secondary work locations within Vietnam and / or overseas, as determined by the nature of CLIENT's Project activities.

4.0 NOMINATION AND SELECTION OF CONTRACT PERSONNEL

In case CONTRACTOR will be requested by CLIENT for providing additional/replaced personnel, it shall be in accordance with the nomination and selection process hereinafter described:

4.1 CLIENT Request

CLIENT may from time to time request CONTRACTOR to provide personnel to the Project. Such request shall be in writing, and shall include an outline requirement that stipulates the experience and qualifications required of the candidate, the assignment location(s), the likely start date and duration, the personnel remuneration details and any deviations from the Project Policies.

4.2 CONTRACTOR Screening of Suitable Candidates

CONTRACTOR shall promptly respond to each CLIENT request by carrying out such comprehensive candidate search as is necessary to recommend the most suitable of the potential candidates that are both interested and available for the intended assignment in accordance with the job description and proposed terms of employment notified by CLIENT as part of the request notice.

In performing such screening of potential candidates CONTRACTOR is authorized to release to each candidate, under strict terms of confidentiality pursuant to the

CONTRACT, such information regarding the job description, proposed remuneration, assignment duration and general terms of employment for Contract Personnel as is necessary to confirm each candidates interest in the assignment being offered.

4.3 CONTRACTOR Response to CLIENT Request

Upon completion of candidate screening, CONTRACTOR shall respond to each CLIENT request by submitting:

- Curriculum vitae of CONTRACTOR's nominated candidate(s) for the identified position;
- Details of contact persons from whom references can be obtained, including telephone numbers and facsimile numbers;
- Confirmation of availability (including earliest possible start date).

Nominated candidates shall be individuals qualified and competent for the position in question, possessing appropriate level of experience, credentials and professional accredited registrations according to the applicable job description.

4.4 CLIENT Review of CONTRACTOR Submittals

CLIENT shall have sole and final authority to determine the suitability of CONTRACTOR proposed personnel with respect to CLIENT's requirements.

4.5 Suitability of Candidate Personnel

If CLIENT notifies CONTRACTOR that a candidate proposed by CONTRACTOR is potentially suitable, CLIENT shall have the right, but not the obligation, to direct CONTRACTOR to provide, any or all of the following:

- a personnel interview at a time and location acceptable to CLIENT;
- a background checks to include confirmation of relevant work experience, employment history, and business and professional affiliations, to the satisfaction of CLIENT;
- a letter or correspondence from a licensed practicing physician or medical doctor certifying the candidate's fitness for the position.
- a proposal for each candidate including sufficient detail to demonstrate compliance with local labor laws.

When the foregoing (as required by CLIENT) has been provided, CLIENT shall notify CONTRACTOR of its acceptance or rejection. No offer is to be communicated to the individual without CLIENT's prior acceptance.

4.6 Rejection by CLIENT

In the event that CLIENT rejects a candidate, CLIENT shall not be required to provide any explanation. Additionally, CLIENT reserves the right to seek proposals for fulfilling the specified requirements from other sources.

4.7 CLIENT's Authorization of Services

Upon acceptance of a candidate proposed by CONTRACTOR, CLIENT shall provide CONTRACTOR with written authorization to proceed with mobilization by countersignature of the Employment Authorization provided by CONTRACTOR as part of its proposal for the individual.

4.8 CLIENT's Right to Nominate its own Candidates

CLIENT reserves the right to nominate personnel to be engaged by CONTRACTOR to fulfill any part of the Services required to support the Project. In any such event:

- CLIENT will provide CONTRACTOR with written advice of the nomination;
- CONTRACTOR shall provide a proposal for providing the individual; and
- CLIENT shall provide CONTRACTOR with written authorization to proceed with mobilization;

5.0 DURATION OF ASSIGNMENTS

CLIENT shall have the right to determine the assignment durations of all Contract Personnel provided for the Services, and any subsequent changes thereto, consistent with its overall Project-related requirements. CONTRACTOR shall not remove personnel assigned to the Services without CLIENT's prior written consent.

6.0 CONTRACTOR'S OBLIGATIONS

6.1 Prompt Payment

CONTRACTOR shall be responsible for the payroll and administration of compensation, allowances and other benefits payable to the Contract Personnel. CONTRACTOR shall promptly pay to the Contract Personnel under its supply all obligations defined herein including the full basic salary, location uplift and location allowance for each month pursuant to the time for payment I.

If requested by CLIENT, a payroll register, or other auditable documentation acceptable to CLIENT shall be submitted by CONTRACTOR to substantiate payment of salary and allowances to each Contract Personnel. As a minimum such documents shall show, by individual, all approved days worked, allowances paid, payroll burdens and benefits, the date such payments are made and whether by cash or wire transfer.

6.2 Support and Assistance

CONTRACTOR shall provide such assistance to the Contract Personnel and any CLIENT stipulated subcontractors as may be further described in the Project Policies and / or necessary for locating, selecting, securing and obtaining, as appropriate and as requested:

- leases for accommodations, automobiles, cell phones, internet access, and other similar services;
- resident permits, and any other similar formalities; and
- local legal representation and assistance, where required.

Such assistance shall, with CLIENT agreement, extend to the provision of monetary advances to enable the Contract Personnel to secure leases for accommodations, automobiles and the like.

6.3 Host Country Formalities

CONTRACTOR shall satisfy all Host Country legal immigration formalities and personal income tax protocols for the safe and comfortable travel, entry, residence, and employment of the Contract Personnel at the various Project locations and shall keep CLIENT apprised with up to date detail of current legal host country immigration

formalities and personal income tax protocols, or any legally mandated changes to said host country immigration formalities and personal income tax protocols, associated with such residence and employment.

6.4 Insurance

CONTRACTOR as part of its overhead cost shall extend as necessary to the Contract Personnel the corporate insurances required under the CONTRACT for third party liability, professional indemnity and automobiles as part of its obligations under the CONTRACT.

CONTRACTOR shall be responsible to provide Contract Personnel with health insurance or equivalent provisions according to statutory legislation within the country of their citizenship or in which they permanently reside. In addition, Contract Personnel shall be provided with medical and evacuation (SOS) insurance coverage as appropriate to the location of the assignment and when on authorized international business travel or approved leave. CONTRACTOR shall be responsible to provide Private Health Insurance for Contract Personnel in which the insurance policy has zero co-insurance cost to Contract Personnel and the insurance is not restricted to any hospitals in Vietnam.

At the discretion of CLIENT, CONTRACTOR shall be responsible to provide Medical and Evacuation insurance for Contract Personnel through a third Party service provider that should be acceptable by CLIENT. CONTRACTOR shall have the obligation to provide support and protect the legitimate insurance benefits for Contract Personnel.

Once the Contract Personnel starts the work, all the insurance for Contract Personnel must be activated.

6.5 Breach

Should CONTRACTOR fail to ensure that the Contract Personnel are promptly paid in accordance with timing and other provisions set forth in the CONTRACT, fail to provide support and assistance or appropriate medical insurance, become insolvent, fail to ensure that the legal immigration formalities or personal income tax protocols of the Host Country are fully complied with, fail to ensure that personal income tax payments made against monies received from CLIENT for that purpose are correctly reconciled pursuant to the provisions of this CONTRACT, or to otherwise commit a breach of this CONTRACT; CLIENT shall have the right to take action as it determines appropriate to minimize any loss to CLIENT or disruption to the Project.

In the event that CONTRACTOR should fail to ensure that Contract Personnel salaries and allowances are paid in accordance with the timing provisions set forth in the CONTRACT, CLIENT may serve notice on CONTRACTOR that for the payment or payments in question it will itself make direct payment to the Contract Personnel concerned. In any such event, the payments made by CLIENT shall in every respect be at the expense of CONTRACTOR and CLIENT shall be entitled to offset the cost incurred in making such payments, including the cost of transaction fees and the like, from CONTRACTOR's invoice for same and CONTRACTOR shall forfeit its entitlement to full payment on the Services for that Contract Personnel in that month for which timely payment to the Contract Personnel was not made.

In all other events, CLIENT shall provide CONTRACTOR with written notice of the breach prior to undertaking any such action. CONTRACTOR will have seven (7) business days to remedy the breach or demonstrate that a remedy acceptable to CLIENT has been initiated. Should CONTRACTOR fail to demonstrate an acceptable remedy,

CLIENT shall undertake such actions as it deems appropriate to minimize any loss to CLIENT or disruption to the Project, which actions may include, but shall not be limited to: terminating the CONTRACT; demanding the termination of any CONTRACTOR subcontract; moving personnel without penalty to the personnel or CLIENT to the employ of another manpower services contractor; procuring medical and evacuation insurance or third party income tax accounting services at the expense of CONTRACTOR; or to recover from CONTRACTOR any correctly documented loss of CLIENT or additional cost incurred by CLIENT in undertaking such action to minimize disruption to the Project.

7.0 WORK SCHEDULE, SAFETY GEAR AND SAFETY TRAINING

7.1 Work Schedule

The work schedule for the Services performed by Contract Personnel shall be fulltime (24 hours). However, the normal working hour for CLIENT is as follows:

(i) CLIENT head office (all positions):

- ✓ Monday - Friday : 08:00-17:00hrs
- ✓ Lunch break : 12:00-13:00hrs
- ✓ Gazetted Weekend : Saturday and Sunday
- ✓ or any working hours as approved by CLIENT management.

(ii) Work Site in Vung Tau City, Vietnam.

a. Technical Positions.

- ✓ Monday - Saturday : 08 hrs per day / per shift in accordance with CLIENT's Subcontractor working schedule and as determined by CLIENT.
- ✓ Lunch break : as CLIENT's Subcontractor working schedule.
- ✓ Gazetted Weekend : Sunday
- ✓ or any working hours as approved by CLIENT management.

b. Non-Technical Positions.

- ✓ Monday - Friday : 08 hrs per day in accordance with CLIENT's Subcontractor working schedule and as determined by CLIENT.
- ✓ Lunch break : as CLIENT's Subcontractor working schedule.
- ✓ Gazetted Weekend : Saturday and Sunday
- ✓ or any working hours as approved by CLIENT management.
- ✓ Contract Personnel may be required to work during gazetted weekends and public holidays. Therefore, Contract Personnel should be available for works on Weekends/ holidays and no additional cost applied if Contract Personnel works on Weekends/ holidays.

- c. Contract Personnel may be required to work offshore, on a temporary basis. When on such assignments, Contract Personnel shall work the hours to suit the continuous operations of standard offshore work schedule including weekends and holidays, if required to comply with the Project schedule and objectives.

7.2 Safety Gear

CLIENT will provide Contract Personnel with basic and specialized safety gear where required, including hearing protection, hard hats, steel toed boots and safety glasses.

7.3 Safety Training

If required, CLIENT will provide Contract Personnel with basic and specialized safety training such as BOSIET and the like where required. Such training courses will be arranged by CONTRACTOR for Contract Personnel upon approved by CLIENT. The incurred costs will be reimbursed at cost to CONTRACTOR against the presentation of proper supporting documents without further mark-up.

8.0 THIRD PARTY SERVICES

From time to time CLIENT may require additional third party services to those pre-approved by CLIENT as of the Effective Date of the CONTRACT. CONTRACTOR shall provide such additional third party services upon CLIENT's written request, making the necessary subcontract arrangements in order to do so.

Such additional third party services may include support to CLIENT's Project team, stipulated subcontractors, and/or miscellaneous services. CONTRACTOR shall be reimbursed at net documented cost with the mark-up on such additional services in accordance with the compensation provisions set forth in Exhibit III – Contract Price Schedule of the CONTRACT. All services requested must be in writing and signed by a CLIENT representative duly authorized to enter into such a commitment.

9.0 EMPLOYMENT AGREEMENT

9.1 General Requirements

For those individuals who are not existing employees of CONTRACTOR, CONTRACTOR shall utilize an employment agreement whose terms and conditions are acceptable to CLIENT. CLIENT shall retain the right of review of any proposed changes to the terms and conditions of the employment agreement.

Such employment agreements shall also be prepared in accordance with the local employment practices and terms commonly in place in the local work location for the skill levels and job descriptions required. CONTRACTOR shall ensure that the agreement is legally binding and enforceable in the countries the work is performed.

The terms and conditions of the employment agreement shall be suitable for all Contract Personnel regardless of whether such personnel have been sourced by CONTRACTOR or referred by CLIENT.

9.2 No Limitation Covenant

CONTRACTOR, through its employment agreements, shall not limit or exclude the individuals under its supply from further participation in the Project or with any of the Contractor Parties through the use of non-competitive or restrictive articles.

9.3 Relationship between Contract Personnel and CLIENT

The employment agreement between CONTRACTOR and its employees shall expressly state that the agreement is an exclusive contract between CONTRACTOR and CONTRACTOR's employee in relation to the Services that CONTRACTOR is to provide to CLIENT under the CONTRACT.

The employment agreement shall also clearly state that the Contracted Personnel expressly understands and agrees that:

- (1) CONTRACTOR is acting as an independent contractor and not in any way as a representative or agent of CLIENT;
- (2) In the performance of the services for CONTRACTOR, the Contract Personnel have no contractual relationship with CLIENT, notwithstanding that CLIENT may give day-to-day direction regarding the details of the services to be performed by said Contract Personnel; and
- (3) Contract Personnel shall not be entitled by virtue of this CONTRACT to any employee benefits provided by CLIENT to CLIENT's own employees unless some special provisions as specified in EXHIBIT III-CONTRACT PRICE.

10.0 CONTRACTOR PERSONNEL RATES

10.1 Compensation Forms (Unit Rate Services)

CONTRACTOR's rates for Contract Personnel assignments authorized by CLIENT shall be in accordance with the all-inclusive monthly billing rates for Contract Personnel set out in Exhibit III – Contract Price Schedule to this CONTRACT.

11.0 CHANGES IN ASSIGNED WORK LOCATION

CLIENT reserves the right to change the location of the Services. CONTRACTOR shall ensure that all lease agreements for related services include relocation and early termination clauses that contemplate the possible changing of a Contract Personnel's assigned location.

12.0 HOST COUNTRY TAXES

12.1 Full Disclosure

CONTRACTOR is responsible for the proper administration and payment of the Host Country personal income tax on an open book full disclosure basis as per regulations. Annual personal income tax returns applicable to each tax jurisdiction worked in by each CONTRACTOR employee covering the full period of their employment during the tax year in question shall be prepared and certified by a competent third party accredited tax accounting professional company acceptable to CLIENT.

12.2 Timely Payment

Regular monthly personal income tax assessments or payments made by CONTRACTOR to the Host Country taxation authority shall in all cases be lodged at the appropriate times. Any late payment fines or other penalties that may be levied on CONTRACTOR or the Contract Personnel by the Host Country taxation authorities as a result of the failure of CONTRACTOR to make proper and full payment at the appropriate times are in all cases to the account of CONTRACTOR.

12.3 Records and Audit

CONTRACTOR shall keep all necessary contemporaneous records of the personal income tax accounts of the Contract Personnel and of the personal income tax monies received from CLIENT through the regular monthly invoicing of the all-inclusive Contract Personnel unit rates given in the Item III-3.0 – Monthly Rate in Exhibit III – Contract Price Schedule of the CONTRACT. CLIENT reserves the right of audit of said CONTRACTOR personal income tax records and to require proof of payment of the Host Country taxes for the individual Contract Personnel and proof that the individual Contract Personnel have received appropriate formal notification of the actual personal income tax amount paid to the Host Country tax authority on their behalf.

12.4 Periodic Reconciliation

Annually at times to be agreed with CLIENT and at the end of the Services, CONTRACTOR shall perform a full reconciliation of the amount of personal income tax monies payable to the Host Country tax authorities, as evidenced by:

- a) the certified annual personal income tax assessment statements for National Contract Personnel who have worked the full year with CONTRACTOR; and
- b) the certificate of personal income withholding tax statements for each National Contract Personnel who have worked part year with CONTRACTOR;

as compared to the amount of personal income tax monies invoiced to and received from CLIENT over the same period. Such reconciliation will account for any exchange rate fluctuation that has occurred during the tax year in question as well as any legislated change in the tax regulations, if any, and in every respect shall be in a form and format acceptable to CLIENT.

CONTRACTOR to arrange the individual certified annual personnel income tax assessment statement notices to each National Contract Personnel as per applicable regulations.

13.0 MOBILIZATION AND DEMOBILIZATION EXPENSES

CONTRACTOR is responsible for the cost (if any) of initial mobilization and final demobilization of the Contract Personnel from, and to, their Home Country, or Point of Origin.

14.0 ALLOWANCES (OPTION)

As an option, the allowance amount may be decided and applied by CLIENT for assignment relocation. The allowance amounts are intended to be representative of local conditions pertaining to the respective assignment locations for the subsistence benefits described in the Project Policies. However, no other representation in this respect is made or implied. CLIENT may on a periodic basis request CONTRACTOR to carry out accommodation and / or transport availability / cost surveys in certain assignment locations in order that CLIENT may set or maintain appropriate allowance amounts.

15.0 TIMESHEETS

CONTRACTOR shall ensure that Contract Personnel provide a signed time record, in a form and format acceptable to CLIENT, documenting their participation on the Project to which they have been assigned on a monthly basis. Such time records shall additionally identify any periods of offshore work, authorized business travel, official public holidays or office / site closures and approved annual, sick or offshore leave and shall be countersigned by a designated CLIENT representative with delegated timesheet signing authority. Refer to the Item II-4.0 - Timesheets in Exhibit II – Administration Procedures of this CONTRACT. In addition CLIENT will provide on a Project and/or Location basis a signatory authorization matrix to CONTRACTOR.

16.0 REIMBURSABLE BUSINESS EXPENSES

16.1 Airline Tickets and Accommodation

All business travel by Contract Personnel is to be prior authorized and approved by CLIENT. Upon receipt of such authorization, CONTRACTOR shall provide the Contract Personnel with airline tickets for travel and any monetary advances that may be required for such business expenditure items as departure taxes, meals, accommodation, local transport and the like. Accommodation and payment may be directly arranged and paid by CONTRACTOR as approved by CLIENT. Airline tickets shall be issued in accordance with Item III-4.3.1 – Travelling Cost in Exhibit III – Contract Price Schedule. Monetary advances when given will be reconciled against a subsequent CLIENT approved business expense report. Regarding the Airline tickets, accommodations arranged for Contract Personnel, under CLIENT's request, CONTRACTOR must show at least three quotations for such services and justify that the most competitive prices for such services are obtained by CONTRACTOR. Such services must be in compliance with CLIENT's policy.

CLIENT, at its sole option, may provide the Contract Personnel with airline tickets for travel on CLIENT business. In such cases the Contract Personnel shall clear such tickets through their business expenses with the used airline ticket attached showing that CLIENT provided the airline ticket. In addition boarding passes shall be provided by the Contract Personnel to allow such expenses to be reimbursed.

16.2 Medical and Evacuation Policy

CONTRACTOR shall be responsible to provide Contract Personnel with health insurance or equivalent provisions according to statutory legislation within the country of their citizenship or in which they permanently reside. Vietnam National Contract Personnel on assignments based in an overseas location shall be provided with medical and evacuation insurance in such assignment location through a third Party services provider that should be acceptable by CLIENT.

16.3 Expense Reports

CONTRACTOR shall ensure that the Contract Personnel submit their fully supported expense account forms for reimbursable business travel expenses for approval by the CLIENT representative to whom they report, before submitting the forms to CONTRACTOR.

CONTRACTOR shall also ensure that the reporting of business travel expenses is consistent across all Project locations, is of a quality that is acceptable to CLIENT and

is in accordance with Item III-4.3.1 – Travelling Cost in Exhibit III – Contract Price Schedule.

CONTRACTOR shall develop a procedure for CLIENT approval detailing specific requirements required by local regulations to ensure the correct documentation is provided by the Contractor Personnel in support of the submission of reimbursable business expenses. It is CONTRACTORS responsibility to ensure that all Contract Personnel are issued with such procedure and ensure they comply with such requirements.

CONTRACTOR shall be reimbursed for such authorized business travel expenses at cost without further CONTRACTOR mark-up in accordance with the requirements for invoicing given in Exhibit III – Contract Price Schedule to this CONTRACT.

17.0 TERMINATION

CONTRACTOR shall stipulate in its individual employment agreements the terms of dismissal for convenience and cause. Termination for convenience shall require thirty (30) days prior notice. Termination for cause, which cause shall be established by severe or persistent safety violations, inappropriate conduct that results in arrest or formal legal complaints being lodged, conduct that is disruptive to other CLIENT or CONTRACTOR employees, conduct that results in damage to or loss of CLIENT property or conduct that violates CLIENT's ethics policies and other corporate policies of conduct, shall be immediate.

18.0 EXCEPTIONS TO CONTRACT PROVISIONS

There shall be no separate agreements between CONTRACTOR and the Contract Personnel that dilute or circumvent the intent of this CONTRACT. CLIENT shall have a right of audit to determine that no changes have been made. Where it is found that changes have been made CLIENT shall have the right, but not the obligation, to require the immediate termination of the Contract Personnel. Unauthorized deviations from Project Policies shall be at CONTRACTOR's sole risk and expense.

19.0 PROVISION BY CLIENT

19.1 Office and Facilities

CLIENT shall provide and make available the suitable sharing office and facilities for Contract Personnel, wherever applicable, for the performance of the Services, as followings:

- Use of CLIENT's telephones and telex/fax machines subject to CLIENT's regulations (Notes: All personal calls will be charged to Contract Personnel).
- Use of CLIENT's administration facilities and services.
- Use of CLIENT's copying facilities.
- Use of CLIENT's computer and printers.

The CLIENT shall provide necessary facilities, including laptops and screens, for the use of Contract Personnel during the execution of the Project. In the event that Contract Personnel lose or damage such facilities, it is the responsibility of the Contract Personnel to provide a replacement that meets the same specifications as the original equipment.

19.2 Regulation and Codes of Practices

CLIENT shall furnish all relevant information available to it and shall give such assistance as shall be reasonably required by the Contract Personnel for carrying out their duties.

Contract Personnel shall perform the work in accordance to stipulated rules, regulations and accepted codes of practices.

19.3 Accommodation & Transportation

For onshore working location(s):

CLIENT shall not be responsible for accommodation and transportation for Contract Personnel, except for authorized business trip.

For offshore working location(s):

CLIENT shall provide accommodation and messing offshore as well as the transportation between the designated onshore location and the offshore Work Site/ facilities.

EXHIBIT II
ADMINISTRATION PROCEDURES

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EXHIBIT II

ADMINISTRATION PROCEDURES

II-1.0 ADMINISTRATION PROCEDURES

The administration procedures as set forth herein detail the process and procedures which CONTRACTOR shall observe.

II-2.0 COMMUNICATION/ CORRESPONDENCE

- a. The official line of communication between CLIENT and CONTRACTOR is defined in **ARTICLE 41 – “NOTICE”** in the CONTRACT.
- b. Correspondence shall be in English and shall be in writing by letter or telex or fax. Only properly directed letters and telexes will be considered to have contractual validity.
- c. All correspondences shall bear the following headings
 - Contract Number
 - Contract Title
 - Contractor reference
- d. If more than one subject or items is dealt with, then each subject or item shall be referenced (A), (B), etc. as appropriate. All correspondences shall indicate to whom copies have been sent.

II-3.0 MOBILIZATION OF PERSONNEL

Upon receipt of written request from CLIENT, CONTRACTOR shall mobilize the required personnel for the SERVICES. Only personnel with CLIENT's prior approval will be mobilized.

II-4.0 TIMESHEETS

- II-4.1 CONTRACTOR shall be responsible to provide timesheets and ensure that the timesheets are duly completed by each personnel at the end of each month. CONTRACTOR shall submit the timesheets with the Personnel Service Ticket as per format in **APPENDIX II-1**.
- II-4.2 All timesheets shall be duly verified and approved by CLIENT's Representatives.
- II-4.3 If any alternations are made, these shall be counter-initialed by CLIENT's Representatives. Erasure on timesheets are prohibited.

- II-4.4 Only timesheets bearing CLIENT Representative's signature shall be accepted by CLIENT as substantiation of an invoice.
- II-4.5 Timesheets shall be standard A4 size and prepared in two (2) original, and shall be submitted as a supporting document with the CONTRACTOR's invoice to the address stipulated in **EXHIBIT II-5.0** hereunder. Hard ball point pen shall be used to ensure a legible carbon copies.

II-5.0 INVOICING PROCEDURES

- II-5.1 Invoices for SERVICES performed shall be submitted in the invoicing format given in APPENDIX II-2 together with a copy of Billing Statement per APPENDIX II-3 for every invoice submission. The statement shall reflect the total amount previously billed, the current month billing and the total accumulative amount billed to date.
- II-5.2 Invoices shall be submitted to the following address:
- DOMESTIC PETROLEUM OPERATING BRANCH –
PETROVIETNAM PRODUCTION CORPORATION LIMITED**
15th Floor Victory Tower
12 Tan Trao Str., Tan My Ward,
Ho Chi Minh City, S.R Vietnam
Attn.: Finance & Account Manager
- II-5.3 Invoices shall be submitted as per rates in **EXHIBIT III – CONTRACT PRICE SCHEDULE** in accordance with **ARTICLE 7** entitled “**INVOICING AND PAYMENT**” of the CONTRACT FORM.
- II-5.4 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile number.
- II-5.5 All invoices must indicate the following information but not limited to the CONTRACT title and number, invoices number and date, location (well and rig name) where SERVICES are performed.
- II-5.6 Debit invoice and Credit Invoice shall be numbered differentially to distinguish between them
- II-5.7 No payment instruction which conflict with the CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.

- II-5.8 All invoices are to be submitted in two (2) copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- II-5.9 All invoices must be verified and signed by Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.10 When invoices have been found undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the Contractor Contract's Administrator designed in **ARTICLE 18**.
- II-5.11 All invoices are to be submitted monthly, i.e., monthly billing and separate invoices must be submitted for each particular location
- II-5.12 Billing shall be supported by verifiable milestone or timesheets (for monthly rate) approved by CLIENT's Representative. All other reimbursable costs are to be supported by appropriate cost summary sheets and verified by CLIENT's Representative.

II-6.0 AUTHORISATION OF LEAVE

Onshore based CONTRACTOR Personnel, prior to going on leave (based on CONTRACTOR's planning and schedule), shall complete the leave application form as per **APENDIX II-4** and submit to CLIENT's Representative for approval. Contract Personnel is entitled to have 12 day paid leave/ year and paid public holidays as regulated by Vietnam.

II-7.0 SECURITY REQUIREMENT OFFSHORE

- II-7.1 CONTRACTOR shall ensure that CONTRACTOR Personnel who work on or visit offshore Work Site shall, prior to embarking or disembarking from an office Work Site or work barge: -
- a. Procedure evidence of identification as required.
 - b. Consent to the searching of any article in their possession.
- II-7.2 Failure to comply with the above, CONTRACTOR Personnel may not be permitted passage to offshore Work Site and may be suspended from duties until such time they comply with the provision.
- II-7.3 CLIENT will not make any payment for CONTRACTOR Personnel whilst they are suspended.

II-8.0 MEDICAL REQUIREMENT

II-8.1 CONTRACTOR shall provide CLIENT with a copy of current Medical Certificates of Fitness for all CONTRACTOR Personnel, upon arrival at Work Site.

II-8.2 The Certificates shall contain the following information: -

- a. Name, address and age
- b. Confirmation of medical fitness to work onshore/ offshore
- c. Name, address and signature of examining doctor
- d. Date of examination.

II-8.3 The Medical Certificate of Fitness shall have a valid of one (1) year.

II-8.4 CLIENT reserves the right to medically examine any CONTRACTOR Personnel and in the event that CLIENT decides such personnel are not fit to work onshore/offshore then they shall not be allowed passage to the Work Site.

II-9.0 CONTRACT CLOSURE

CONTRACTOR shall submit to CLIENT a “CONTRACT CLOSURE LETTER” and “CONTRACT CLOSURE CERTIFICATE” as per format in **APPENDIX II-5** and **APPENDIX II-6**, respectively at the end of the duration of the CONTRACT.

APPENDIX II-1

CONTRACTOR PERSONNEL TIMESHEET/ SERVICE TICKET

CONTRACTOR : _____ LOCATION : _____
 CONTRACT NO. : _____ MONTH : _____

Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DAYS	REMARK	
Name	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	DAYS	REMARK
																TOTAL		

CLIENT'S REP : _____ DATE : _____

CONTRACTOR REP : _____ DATE : _____

Notes:

1. Mark "W" if the day fall onto the working days
2. Mark "AW" if the day fall onto Weekends (Tech personnel shall tick Sunday as AW, Non Tech personnel shall tick Saturday & Sunday as AW)
3. Mark "L" if the day fall onto authorized leave
4. Mark "P" if the day fall onto Public Holidays

APPENDIX II-2

SPECIMEN FORM OF INVOICE

TO: PVEP POC
15th Floor, Phu My Hung
Petroleum Finance Trade
Center, 12 Tan Trao Street,
Tan My Ward, Ho Chi Minh
City, S.R. Vietnam

CONTRACTOR
current address,
telephone and
facsimile numbers.

ATTN: Finance Manager

Contract Title:
Contract No.:

Invoice No.:
Invoice Date:

Brief description on type of invoice, location (well & rig), month and year and etc.

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

Total amount of the invoice

CONTRACTOR's Bank
and Account Number as per

Verify and sign by

APPENDIX II-3

BILL STATEMENT

BILLING STATEMENT AS OF _____

CONTRACTOR : _____ **CONTRACT NO.** : _____

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

APPENDIX II-4

CONTRACT PERSONNEL LEAVE APPLICATION FORM

It is noted that the Leave Applicable Form can apply CLIENT's other Standard Form.

CONTRACTOR : _____

CONTRACTOR PERSONNEL: _____

POINT OF ASSIGNMENT AND DURATION: _____

NO. OF DAYS LEAVE REQUESTED FROM: _____ TO _____

NEXT REPORTING DATE: _____

REQUESTED BY
CONTRACTOR

APPROVED BY
CLIENT

Name: _____

Designation: _____

Signature: _____

Date: _____

Remarks: _____

APPENDIX II-5
CONTRACT CLOSURE LETTER

CONTRACTOR : _____

CONTRACT NO. : _____

CONTRACT TITLE : _____

Dear Sir,

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

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

Yours faithfully,
For and on behalf of CLIENT.

Signature

Name

Designation

Date

APPENDIX II-6

CONTRACT CLOSURE CERTIFICATE

With reference to CONTRACT No. _____ dated _____ 20 _____,

between undersigned CONTRACTOR, _____
(Name of CONTRACTOR)

and _____
(Name of CLIENT)

for _____
(Title)

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

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

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

Executed this ____ day of _____ 20 ____.

For and on behalf of (Name of CONTRACTOR)

Signature

Name

EXHIBIT III
CONTRACT PRICE SCHEDULE

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III-2.0	LUMP SUM COST
III-3.0	DAILY RATE
III-4.0	REIMBURSABLE COST

EXHIBIT III
CONTRACT PRICE SCHEDULE

EXHIBIT III

CONTRACT PRICE SCHEDULE

III-1.0 GENERAL

- III-1.1 The rates set forth in this **EXHIBIT III – CONTRACT PRICE SCHEDULE** shall represent full and complete compensation to CONTRACTOR **excluding** VAT and CIT (if any) imposed by S.R. Vietnam, for providing the SERVICES required but including taxes outside Vietnam and Personal Income Tax (PIT).
- III-1.2 CLIENT shall reimburse CONTRACTOR for the payment of any SERVICES not explicitly covered by this **EXHIBIT**, provided such SERVICES have been requested or approved by CLIENT in writing. All such reimbursable costs shall be supported by original invoices or other supporting documents as detailed in **EXHIBIT III-3.0**.
- III-1.3 All quoted rates shall remain firm throughout the duration of this CONTRACT.
- III-1.4 Payment terms shall be in accordance with to **ARTICLE 7** of the CONTRACT FORM.
- III-1.5 CLIENT shall have the right to audit CONTRACTOR’s record of payment to its personnel and CONTRACTOR shall ensure that all records relating to the personnel are maintained to facilitate easier auditing by CLIENT.
- III – 1.6 Payments of undisputed invoiced items shall be made on or before the forty-fifth (45th) day after receipt thereof. If the forty-fifth (45th) day falls on a Sunday or a gazetted public holiday, the next working day shall be deemed to be the due day for payment. Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.

CONTRACTOR is responsible to make the payment to Contractor Personnel on or before the 5th of each month once the approved time sheet received. CONTRACTOR is not allowed to delay the payment to Contractor Personnel under any circumstances.

III-2.0 MONTHLY LUMP SUM COST

Subject to the provision of this CONTRACT and provided that the CONTRACTOR / Contract Personnel has performed the SERVICES or any part thereof to CLIENT’s satisfactory subjected to the approved Timesheet, the CLIENT agrees to compensate the CONTRACTOR the rates shown as hereunder:

No	Position	Qty	Monthly Rate (USD/VND)
1	Senior Planner	1	

III-3.0 MONTHLY/ DAILY RATE

III-3.1 Costs included in the Lump sum Cost

The Lump sum cost and Monthly shall be inclusive of the working:

- ✓ Mobilization and demobilization costs for Contract Personnel to the Work Site.
- ✓ Contractor Personnel's salaries
- ✓ CONTRACTOR's responsibility to make the payment on time to Contractor Personnel
- ✓ Adherence to labor law and regulation
- ✓ Insurance and liability coverage
- ✓ Accommodation and transportation in Base Office/ Work Site. The Base Office shall be decided once the work is assigned to Contract Personnel.
- ✓ Work permit, visa, levy, social insurance, travel insurance, other payroll benefits, duties regulated by the government for the Contract Personnel.
- ✓ Private Medical Insurance issued by reputable insurance company in which provide no out of pocket maximums, no restriction to any hospitals in the host country and direct billing to Insurance company.
- ✓ All applicable taxes including Contract Personnel's personnel income taxes (whether the work is executed in Vietnam or oversea), except VAT only.
- ✓ Advanced payments for all required authorized services.
- ✓ CONTRACTOR's services for arranging/ booking flight, hotels, transportation for Contract Personnel if required
- ✓ Financing costs and CONTRACTOR's profit and overhead
- ✓ Other administrative costs

III-3.2 Prorating the Monthly Rate

For the purpose of prorating the monthly rate for deduction when CONTRACTOR Personnel provide SERVICES short of a full month the following formula shall be used.

CLIENT understands that the day rate to be deducted shall apply the below formula:

$$\text{Day Rate} = \frac{\text{Monthly Rate} \times 12}{365}$$

$$\text{Prorated Monthly Rate} = \text{Day rate} \times \text{Nw}$$

Where Nw = Number of working days including Saturday/ Sunday/ paid leave and Public Holidays.

III-3.3 Public Holidays

Contract Personnel shall be entitled to have day off on Public where the work is executed. Such day shall be marked as “P” and considered as paid day.

III-3.4 Offshore Assignment

Personnel may be required by CLIENT to work on temporary assignment offshore. Under such assignment, there shall be no additional cost to CLIENT except the approved offshore allowance.

III-3.5 Leave

CONTRACTOR Personnel shall be entitled to have 12 day paid leave/ year. All annual leave shall be prior approved by CLIENT. Contract personnel shall not be entitled to payment for any unused leave days.

In the event Contractor Personnel have more than 12-day leave/ year, the adjustment of monthly rate shall be reduced based on the day rate:

$$\text{Unpaid leave day rate} = \frac{\text{Monthly Rate} \times 12}{365}$$

The last month of the year or the last month of the working period, the payment to Contractor Personnel shall be reconciled with the below formula:

a. If actual total leave day -12 \leq 0 then the reconciled payment for the last payment shall be:

Prorated Monthly Rate (if Contract Personnel does not work full month) or Monthly Rate

b. If actual total leave day -12 $>$ 0 then the reconciled payment for the last payment shall be:

Prorated Monthly Rate (if Contract Personnel does not work full month) or Monthly Rate – ((Unpaid Leave Day x (Total Leave day/year -12))

III-3.6 Medical

- a. All medical expenses shall be borne by CONTRACTOR.
- b. No rates shall be payable when CONTRACTOR Personnel is on medical leave.
- c. During work offshore, CLIENT shall arrange the Medivac for Contract Personnel.

III-3.7 Accommodation and Transportation

- a. CLIENT shall provide accommodation and meal for the personnel while working offshore.
- b. CLIENT shall provide transportation to CONTRACTOR Personnel between Mustering/Embarkation Point and Work Site Offshore Vietnam.

III-3.8 **NOT APPLICABLE**

III-4.0 REIMBURSABLE COST

III-4.1 Payment of any SERVICES requested by CLIENT but not explicitly under this EXHIBIT, CONTRACTOR shall be reimbursed for reasonable actual cost incurred.

III-4.2 Reimbursable Costs shall be paid for SERVICES based on the following conditions:-

- a. CLIENT's request for CONTRACTOR Personnel to perform the work.
- b. CLIENT will only pay actual net cost incurred and any mark-up will not be considered.
- c. The reimbursable costs shall be supported by original third party invoices and/or other supporting documents.
- d. CONTRACTOR shall take advantage of any discounts available and also to make every effort to minimize the expenditures associated with the performance of such services.

III-4.3 Reimbursement shall be limited to actual net cost as specified below:-

III-4.3.1 **Travelling Cost**

- ✓ Economy Class based on the most direct route between the Point of Origin and the Point of Assignment or from any point of departure to the point of arrival.
- ✓ CONTRACTOR shall make every effort to take advantage of discounted Economy airfares. CONTRACTOR must source the price from at least three (03) travel agents to have the most competitive prices. In the event CLIENT finds that the cost submitted by CONTRACTOR is unreasonable, CONTRACTOR must justify that the price for the airline tickets and hotel are the most competitive prices quoted from its travel agents. CLIENT shall reserve the right to reject the claim if CONTRACTOR can't justify the cost and CLIENT shall make the payment based on the quotation from CLIENT's agent.

- ✓ For verification purposes, CONTRACTOR shall provide a copy of paid travel agent invoice and the used ticket.
- ✓ All other transportation costs shall be reimbursed based on equivalent taxi fare.

III-4.3.2 **Hotel/ Accommodation**

- ✓ Single Standard rate at hotels (3 stars) approved by CLIENT.
- ✓ Reimbursement shall be on the actual documented cost as per receipt
- ✓ Others in compliance with CLIENT's policy

III-4.3.3 **Meal & Misc Allowance**

- ✓ Follow CLIENT's Policy

III- 4.3.4 **Visa if required for oversea business trips**

CLIENT may request CONTRACTOR to provide the visa for Contract Personnel to travel oversea on business trip, CONTRACTOR shall arrange such service without any mark up (only net invoice to be considered).

III- 4.3.4 **Offshore Allowance**

CLIENT may request Contract Personnel to work offshore, the offshore allowance shall be paid as per CLIENT's policy.

EXHIBIT IV

BANK GUARANTEE FORMAT

(Bank Letterhead)

BANK GUARANTEE FORMAT

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

WHEREAS : (1) By an agreement for the

(hereinafter referred to as the "CONTRACT") between

(hereinafter called the "CONTRACTOR") of the one part and CLIENT of the other part, the CONTRACTOR agrees to perform the WORK in accordance with the CONTRACT.

(2) In response to the request made by CONTRACTOR, we (Name of Banker :) _____

(hereinafter called the "GUARANTOR") hereby irrevocably and unconditionally guarantee the sum of *ten percent (10%) of the CONTRACT Value* in favour of CLIENT being the amount of financial guarantee required for the above CONTRACT. The sum shall become payable by us immediately on first demand by CLIENT without proof or conditions notwithstanding any contestation or protest by the CONTRACTOR or any other third party.

(3) The GUARANTOR shall not be discharged or released from this Guarantee by any agreement made between the CONTRACTOR and CLIENT and/or any other CONTRACTOR with or without the consent of the GUARANTOR or by any alteration in the obligations undertaken by the CONTRACTOR or by any forbearance whether as to payment, time, performances or otherwise, or by any change in name or constitution of CLIENT or the CONTRACTOR.

- (4) This Guarantee is a continuing security and accordingly shall remain valid until three (03) months after the end of the duration of the CONTRACT and any extension thereto.
- (5) The GUARANTOR agrees that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages, costs, or expenses howsoever arising, incurred by CLIENT is recoverable by legal action or arbitration.
- (6) For the purpose of this GUARANTEE only, the GUARANTOR does hereby agree to be governed by the Laws of England. Any disputes relating to this GUARANTEE which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by the CLIENT and GUARANTOR in accordance with the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC)

IN WITNESS whereof this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 20__ for and on behalf of (_____)

Name : (_____)

Designation : _____

Banker's Seal : _____

Address :

EXHIBIT V

PERFORMANCE GUARANTEE FORMAT

(Company Letterhead)

PERFORMANCE GUARANTEE FORMAT

(In Principal's Company Letterhead)

Date :.....

To : **DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM
EXPLORATION PRODUCTION CORPORATION LIMITED**
15th Floor, Victory Tower, 12 Tan Trao Str.,
Tan My Ward, Ho Chi Minh City, S.R. Vietnam (hereinafter referred to as
"CLIENT")

Dear Sir,

PERFORMANCE GUARANTEE FOR
CONTRACT NO.:
TITLE:

1. We _____ a company duly registered under the laws of _____ with a principal business address at _____ ("the GUARANTOR") do hereby enter into the following undertaking with ("CLIENT"):
 - (a) That in consideration for CLIENT entering into the CONTRACT for the _____ ("the CONTRACT") dated ____ day of _____ 20__, with _____ ("CONTRACTOR"), CONTRACTOR shall perform all his obligations contained in the CONTRACT and all Change Orders thereunder and amendments thereof which may subsequently be duly executed by CONTRACTOR.
 - (b) That, if CONTRACTOR shall in any respect fail to perform the said obligations contained in the said CONTRACT or commits any breach thereof, we shall ourselves perform or take whatever steps as may be necessary to achieve performance of obligations and we shall assume, indemnify and hold harmless CLIENT from and against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which CONTRACTOR may be made liable thereunder;

- (c) That we shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by CLIENT whether as to payment, time, performance, or otherwise.
2. In the event and for the duration that the GUARANTOR assumes the obligations of CONTRACTOR under the CONTRACT as provided in Paragraph 1 above, the GUARANTOR shall be entitled to all of the rights and benefits to which CONTRACTOR is entitled under the CONTRACT.
3. For the purpose of this GUARANTEE only, the GUARANTOR does hereby agree to be governed by the Laws of Vietnam. Any disputes relating to this GUARANTEE which cannot be settled amicably, to be resolved by a single arbitrator to be agreed by the CLIENT and GUARANTOR in accordance with the Ho Chi Minh Regional Centre of Arbitration.
4. This GUARANTEE shall be effective as of the _____ day of _____ 20__.

IN WITNESS WHEREOF, THE GUARANTOR has caused this GUARANTEE to be duly executed by an authorised representatives of the GUARANTOR this ___day of _____ 20__.

GUARANTOR

for and on behalf of

Name :
Designation :
Witness :

EXHIBIT VI
HEALTH, SAFETY AND REQUIREMENT

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EXHIBIT VI

HEALTH, SAFETY AND REQUIREMENT

This **EXHIBIT** provides a reference to requirements HSE Management System applicable to the CONTRACT. The list is by no means definitive and the CLIENT Safety Manual together with other policies, procedures and special instructions, shall also apply to this CONTRACT.

When this **EXHIBIT** and its **APPENDICES** refers to the CONTRACTOR and the CONTRACTOR's Personnel, this shall also be taken to refer to subcontractors of the CONTRACTOR and the Subcontractor's Personnel.

VI-1.0 HSE POLICY & PROGRAM

CONTRACTOR shall have in place, prior to the commencement of this CONTRACT, a written policy on Safety, Health and Environment. This policy shall be of a standard comparable to CLIENT's policy and shall be actively supported and endorsed by CONTRACTOR's Management. A copy to be submitted to CLIENT prior to the commencement of the operation.

In addition, CONTRACTOR shall also have safety targets and objectives, paying particular attention to accident prevention, written action plans clearly indicating how safety objectives shall be achieved and a system to appraise risk and problem areas to ensure that the overall safety program is being carried out and complied with.

VI-2.0 ACCIDENT REPORTING & INVESTIGATION

VII-2.1 Accident is defined as any unintentional or unplanned event or condition which has or could have resulted in injury to a person, loss or damage to equipment, plant or property, or pollute to environment.

VII-2.2 CLIENT requires that all accidents, no matter how trivial, must be reported to the CLIENT Representative. CONTRACTOR shall ensure that its employees are aware of this mandatory requirement.

CONTRACTOR shall be responsible to investigate, in a professional manner, all accidents that occur during the performance of the WORKS. The investigation report shall be made available to CLIENT when requested. CONTRACTOR shall also be responsible for assisting CLIENT in accident investigations, if so required.

VI-3.0 **ALCOHOL/DRUG POLICY**

VI-3.1 CONTRACTOR ensures that its employees, agents and subcontractors shall not perform any WORKS for CLIENT while under the influence of alcohol or any controlled substance. CONTRACTOR, its employees, agents, and subcontractors shall not misuse legitimate drugs or possess, use, distribute, or sell illicit or un-prescribed controlled substances or drugs on CLIENT business or premises. CONTRACTOR shall adopt and enforce WORKS rules and policies in order to assure compliance with these obligations.

VI-3.2 CLIENT reserves the right to conduct alcohol and/or drug tests on the CONTRACTOR employees, agents, or subcontractors while on premises owned or controlled by CLIENT's where reasonable cause exists.

CLIENT also reserves the right to conduct searches for possession of drugs and/or alcohol on the person, vehicles, and other property of CONTRACTOR, its employees, agents or subcontractors while on premises owned or controlled by CLIENT. Any person who refuses to cooperate with any such search shall be removed from the premises and not permitted to return.

VI-3.3 CONTRACTOR shall require its employees, agents and subcontractor to submit to medical evaluation or alcohol or drug testing where cause exists to suspect alcohol or drug use.

VI-3.4 CONTRACTOR warrants that any employee, agent or subcontractor who either: (1) refuses to participate in medical evaluation or alcohol or drug tests, or (2) tests positive for alcohol or a controlled substance, shall be removed from the premises and not be permitted to perform any WORKS for CLIENT.

VI-4.0 **PERMIT-TO-WORK SYSTEM**

All WORKS carried out by CONTRACTOR's Personnel must be in accordance with the CONTRACTOR "Permit-To-Work System".

VI-4.1 **Hot-Work**

All Hot-Work must be carried out in strict compliance accordance with the CONTRACTOR's "Permit-To-Work System" and attention must be given to the following:

VI-4.1.1 Only trained, competent personnel shall be engaged for any Hot-Work.

VI-4.1.2 The personnel carrying out the WORKS must have a copy of the authorized Hot-Work permit displayed at the Work

Site(s) or Work Area. This permit shall clearly state the nature of the WORKS to be carried out, safety precautions to be taken regarding fire equipment, personal protective equipment, etc, and necessary tests for the presence of combustible gases.

VI-4.1.3 The CONTRACTOR, in accordance with the "Permit-To-Work System" shall dedicate a trained fire-watcher to the personnel performing the WORKS. The duties of the fire-watcher are as follows (if applicable):

- 1) To ensure that the Work Site(s) or Work Area and adjacent areas are maintained in a safe condition (e.g., sparks are not falling onto unprotected area).
- 2) To warn the workers of any hazard developing in the Work Site(s) or Work Area.
- 3) To isolate the equipment in the event of an emergency.
- 4) To quickly extinguish any smouldering material which may develop into a fire.
- 5) To be able to establish contact with the Control Room if an emergency occurs.
- 6) To ensure that a minimum of one dry chemical fire extinguisher, one pressurized fire hose, and a fire blanket are available at the Work Site(s) or Work Area and be capable of using this equipment if required to do so.
- 7) To ensure that the Work Site(s) or Work Area is clear of all flammable and combustible material prior to commencement of WORKS.

VI-5.0 **SAFETY TRAINING & SUPERVISION**

Prior to the commencement of the WORKS, CONTRACTOR shall at its own expense ensure that its personnel have been given the necessary basic safety, fire-fighting, sea- survival, and job related training required by law and CLIENT. Certification of training shall be provided to CLIENT prior to the commencement of WORKS.

VI-6.0 **PERSONAL PROTECTIVE EQUIPMENT**

VI-6.1 CONTRACTOR shall at its own expense be responsible for providing its personnel with CLIENT approved Personal Protective Equipment suitable for the task being carried out.

VI-6.2 CONTRACTOR shall ensure that its personnel and/or other personnel assigned by the CONTRACTOR to the performance of the WORKS wear the following minimum Personal Protective Equipment when engaged in WORKS or when in an on-site area where such equipment is required:

- 1) Coveralls,
- 2) Safety footwear with steel toe cap and steel mid sole,
- 3) Safety helmet, and
- 4) Safety glasses.

VI-6.3 Other Personal Protective Equipment that is required, depending on the nature of the job to be carried out and the likely hazards encountered in certain WORKS environments, including:

- 1) Ear muff/plugs,
- 2) Gloves,
- 3) Face shield/visor,
- 4) Respiratory protection, and
- 5) Fall protection.

VI-6.4 CONTRACTOR must ensure that the standard Personal Protection Equipment such as gloves, apron and respiratory protection equipment issued to its personnel complies with the recommendations contained in the manufacturer's "Material Safety Data Sheet" for the product.

NOTE: In some circumstances this may require the wearing of self-contained or air-line breathing apparatus and the CONTRACTOR must ensure that these employees are thoroughly familiar with all types of respiratory protection.

VI-6.5 A list of CLIENT Approved Personal Protective Equipment is contained in **APPENDIX VI-1**.

VI-7.0 **SAFETY DRILL**

VI-7.1 The CONTRACTOR shall ensure that its personnel are thoroughly familiar with all site alarms, their muster station and, where applicable, the location of their lifeboat.

VI-7.2 CONTRACTOR's Personnel should rapidly acquire a thorough knowledge of site escape routes including alternative routes if the primary route happens to be blocked.

VI-7.3 The employees, servants or agents of the CONTRACTOR when working offshore or onshore shall participate in appropriate emergency drills and emergency response training (e.g., fire, muster and boat drills, instructions in survival, life saving, and fire fighting).

VI-8.0 **SAFETY MEETINGS**

The CONTRACTOR's Personnel shall, from time to time, be requested to attend CLIENT safety meetings. Attendance at these meetings is mandatory and does not relieve the CONTRACTOR of the obligation to hold its own safety meetings as outlined in CONTRACTOR's safety policy.

VI-9.0 **MEDICAL WELFARE**

VI-9.1 CONTRACTOR shall ensure that all its employees and Subcontractor's employees engaged in the WORKS are medically fit and healthy. Any medical disabilities, including such disabilities which CONTRACTOR may consider will not adversely influence the employee's ability to perform his role in the WORKS, shall be reported to CLIENT prior to the start of the WORKS. **CONTRACTOR, if requested by CLIENT, shall provide medical certificates for CONTRACTOR and Sub-contractor personnel.**

VI-9.2 CONTRACTOR shall, at no cost to CLIENT, be responsible for the medical welfare of its own and Subcontractor's employees and shall take care of arrangements for medical attendance, treatment or hospitalization if and when necessary and will arrange suitable insurance coverage for such contingencies. In cases of emergency, CLIENT may make or provide for, the necessary emergency arrangements, the costs of which shall be reimbursed to CLIENT by CONTRACTOR.

VI-10.0 **TOOLS & EQUIPMENT**

Equipment and tools shall only be operated by competent personnel.

CONTRACTOR shall ensure that all CONTRACTOR's machinery, equipment, facilities, and other items associated with or utilized in the WORKS are maintained in a safe, sound and proper condition, and comply with laws, regulations, and CLIENT requirement.

CONTRACTOR shall ensure that all tools and equipment and temporary facilities and other items used in the WORKS, whether purchased, rented or otherwise provided by CONTRACTOR are in a safe, sound and good condition and are capable of performing the function for which they are intended.

If any tool or item of equipment provided by CONTRACTOR is unsafe or incapable of doing the WORKS, CONTRACTOR shall repair and/or replace such defective tools and equipment used in the WORKS at CONTRACTOR's own expense.

VI-10.1 **DIESEL ENGINE DRIVEN PUMPS, COMPRESSORS, WELDING SET, ETC.**

- VI-10.1.1 Diesel engine driven pumps, compressors, welding sets, and any other diesel engine driven equipment must be located in a safe area.
- VI-10.1.2 Any such equipment must be well maintained and in good operational order and prior to use should be inspected by CLIENT Representative.
- VI-10.1.3 If the equipment is to be used offshore, it shall be inspected prior to shipment to the offshore site.
- VI-10.1.4 If such equipment is to be used in a hazardous area classified as a Zone 1 or 2 area, the equipment must comply fully with EEMUA 107 requirements (Recommendations For The Protection Of Diesel Engines Operating in Hazardous Areas). The said requirements were formerly contained in an Oil Companies Materials Association (OCMA) publication.

VI-10.2 **ELECTRICALLY POWERED PORTABLE TOOLS AND EQUIPMENT**

- VI-10.2.1 Only trained and competent personnel shall use portable electrically powered tools and equipment.
- VI-10.2.2 Electrically powered portable tools and equipment shall be 110 volts centre-tapped or 240 volt tools subject to the following conditions:
- 1) they shall be double insulated, and
 - 2) the power source shall be equipped with an earth leakage circuit breaker/ ground fault interrupter (ELCB/GFI) with a trip sensitivity not exceeding ten milli-amps (10mA).
- VI-10.2.3 A written procedure for checking and maintaining portable electrically powered hand tools and equipment shall be in place. Any defective electrical tool and equipment shall be immediately prohibited from further use until it has been satisfactorily repaired. Defective items which are no longer serviceable shall be removed from storage or use and scrapped. CONTRACTOR shall maintain accurate records regarding the maintenance and disposal of such equipment. The CONTRACTOR shall appoint a person(s) to be responsible for such maintenance.

VI-10.3 **HANDTOOLS**

- VI-10.3.1 CONTRACTOR shall ensure that all tools supplied are in good condition and fit for their intended use.
- VI-10.3.2 Damaged tools which are unfit for use must be removed from service immediately and if they cannot be repaired, they must be scrapped.
- VI-10.3.3 CONTRACTOR's employees must be fully instructed regarding the use of the correct tool for a particular job, (e.g. The use of a cheater bar or piece of pipe to increase the length of a pipe wrench handle is totally unacceptable. A larger pipe wrench must be used).

VI-11.0 **HOUSEKEEPING**

- VI-11.1 CONTRACTOR shall ensure that its personnel keep and maintain good housekeeping practices at the Work Site to eliminate all hazards or control hazardous conditions in order to avoid injury to workers throughout the duration of the WORKS. CONTRACTOR shall know what the hazards are and how to guard against the hazards, the kind of which shall include unsafe acts and unsafe conditions.
- VI-11.2 In order to reduce the risk of fire, waste materials and garbage shall not be allowed to accumulate and as a minimum, must be disposed of on a daily basis and in an appropriate manner.
- VI-11.3 In order to minimize site hazards (such as trips, slips, falls, etc.), access ways must be kept clear of electrical cables, wires, metal pipes, scaffold boards and other materials and equipment.
- VI-11.4 All gaps such as that caused by the removal of gratings must be adequately roped off and the grating stored so that it does not become an "obstruction and trip hazard".

VI-12.0 **ENVIRONMENTAL PROTECTION**

- VI-12.1 CONTRACTOR shall pay due regard to the environment by acting to protect air, water, animal and plant life from adverse effects of CONTRACTOR's activities, and to minimize any adverse effects which may arise from such operations in accordance with government and CLIENT environmental policies.
- VI-12.2 CONTRACTOR shall adhere to existing national statutory regulations concerning discharges resulting from the performance of the WORKS.
- VI-12.3 CONTRACTOR and its Sub-contractors shall not, under any circumstances dump, throw or dispose of any refuse, oily wastes, toxic substance, debris or garbage into the sea. CONTRACTOR shall provide

containers in which all refuse is to be placed and shall dispose of such refuse in accordance with existing laws and regulations.

VI-12.4 CONTRACTOR shall ensure that its employees and its Subcontractors, and their employees are fully aware of the above and CONTRACTOR shall enforce such regulations to the satisfaction of CLIENT.

VI-13.0 **LAND TRANSPORTATION**

VI-13.1 CONTRACTOR's Personnel travelling to and from onshore work site(s) shall use proper and safe means of transport.

VI-13.2 Such transport shall comply with the Vietnamese traffic rules and regulations.

VI-13.3 Transportation of the CONTRACTOR's personnel in open trucks is prohibited unless the truck is fitted with seats and certified to carry passengers. All speed limits must be adhered to.

VI-14.0 **TYPICAL HAZARDS**

VI-14.1 CONTRACTOR is required to provide the tools and equipment as well as written procedure to ensure all hazards listed in **APPENDIX VI-3** are addressed.

VI-14.2 CONTRACTOR is required to develop an action plan (or written procedure) for each mentioned hazard (where and as and when applicable) prior to commencing the WORKS.

APPENDIX VI-1

APPROVED PERSONAL PROTECTIVE EQUIPMENT

1.0 **SAFETY SPECTACLES**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
KING OR EQUIVALENT		ANSI Z78.1

2.0 **SAFETY BOOTS**

2.1 **FOR GENERAL USE**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
KRUSHERS OR EQUIVALENT		AS/NZS 2210.3: 2000 ASTM F2413-05 EN 345-1

2.2 **FOR CHEMICAL USE**

RUBBER BOOT - VIETNAM

3.0 **COVERALL**

FRABRIC 100% COTTON

4.0 **HAND PROTECTION**

4.1 IMPACT GLOVES

4.2 WOOL GLOVES WITH PLASTIC DOT

4.3 WELDER GLOVES

COW-HIDE, COLOR REUST, DELUXE, COTTON LINING

5.0 **HEARING PROTECTION**

5.1 EAR MUFFS MOUNTED ON SAFETY HELMETS

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
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PROTECTOR OR EQUIVALENT	CLASS 5	ANSI S3.19-1974/CSA Z94.2
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5.2 EAR PLUGS 3M	EAR PLUGS 1110
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6.0 **HEAD PROTECTION**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
BULLARD OR EQUIVALENT	CLASS E, TYPE I	ANSI/ISEA Z89.1-2009

7.0 **EYE/FACE PROTECTION**

7.1 **CHEMICAL SPLASH GOGGLES**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
CONDOR OR EQUIVALENT	1VT70	

7.2 **FACE SHIELD**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
MSA OR EQUIVALENT	488126	ANSI Z87

7.3 **WELDERS GOGGLES**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
GRAINGER OR EQUIVALENT	PN 1UYF9	

8.0 **OTHERS**

8.1 **SAFETY HARNESS/LIFEBELT**

<u>BRAND</u>	<u>MODEL NO.</u>	<u>STANDARD</u>
SALA OR EQUIVALENT	1107802	ANSI Z359.1 ANSI Z359.3 ANZI Z359.4

8.2 **DUST MASK (DISPENSABLE)**

VIETNAM

8.3 **RAIN WEAR**

VIETNAM

8.4 **WELDERS APRON**

ANSELL OR EQUIVALENT

8.5 **CHEMICAL - HANDLING APRON**

ANSELL OR EQUIVALENT

8.6 **WORK VEST**

STEARNS OR EQUIVALENT
(TYPE V)

I223

US COAT GUARD
APPROVED

APPENDIX VI-2

APPROVED SAFETY TRAINING INSTITUTIONS

	<u>Name of Institution</u>	<u>Courses</u>
1.	Sri Bima Maritime Training Centre, Miri, Sarawak	o Sea Survival & Fire Training.
2.	Terengganu Safety Training Centre (TSTC), Teluk Kalong Kemaman, Terengganu	o Safety & Sea Survival Fire Training HUET
3.	Kerteh Fire Services East Coast Regional Office PETRONAS Kerteh, Terengganu	o Fire Training
4.	Robert Gordon Institute of Technology (RGIT) Aberdeen, Scotland	o Sea Survival & Fire Training. HUET
5.	Petroleum Training Assoc. North Sea (PETANS) Lowestoft, England	o Sea Survival & Safety HUET
6.	Maritime Training Centre (MTC) Vlissingen, Holland	o Sea Survival & Safety o HUET
7.	Rotterdam International Safety Centre (RISC), Holland	o Fire Training
8.	Industrial Foundation For Accident Prevention Woodside Offshore Petroleum Perth, Australia	o Sea Survival, Fire o Training & Safety o HUET
9.	Alert Disaster Control (Asia)	o Safety and Sea Singapore o Survival. Fire Training.

- | | | |
|-----|--|--|
| 10. | Petrovietnam Safety Training Centre
Vung Tau, Vietnam | <ul style="list-style-type: none"> o Safety and Sea Survival o Fire Training o HUET o HUET |
| 11. | PVD Training
Vung Tau, Vietnam | <ul style="list-style-type: none"> o Safety and Sea Survival o Fire Training. |

NOTE: In certain cases it may not be practical to send personnel to some of the above training establishments due to the logistical problem. However, a number of the above establishments can be contracted to train CONTRACTOR's Personnel at the Work Site(s).

LIST OF APPROVED MEDICAL EXAMINERS

1. SOS International Centre
65 Nguyen Du, Dist 1, HCMC, Vietnam.
2. Columbia Saigon Clinic
08 Alexandre de Rhodes, Dist 1, HCMC, Vietnam
3. VSP Medical Centre
Vietsovetro Clinic
5 Area, Ward 7, Vung Tau City
4. Victoria Health Care
79 Dien Bien Phu, Dist 1, HCMC, Vietnam
5. Le loi Hopital
22 Le Loi Street, Vung Tau City

DEFINITION OF ACCIDENT TYPE

1. LOST TIME INJURY (LTI)

Any work related injury or illness which renders the injured person unable to perform his normal duties, on any day immediately following the day of the accident. It can be divided into four categories:

i) **Fatality**

Death due to work related injury or illness regardless of the time between injury or illness and death.

ii) **Permanent Total Disability**

A work related injury which incapacitates a person permanently and results in termination of employment.

iii) **Permanent Partial Disability**

A work related injury which results in the complete loss or permanent loss of use of any member or part of the body or any permanent impairment of functions of parts of the body, regardless of any pre-existing disability of the injured member or impaired body function.

iv) **Lost Workday Case**

A work related injury or illness other than a Permanent Partial Disability which renders the injured person temporarily unable to perform his normal duties, on any day immediately following the day of the accident.

2. NON LOST TIME INJURY (NLTI)

Any work related injury or illness other Lost Time Injury. It can further divide into three categories:

i) **Restricted Work Case**

A work related injury or illness which requires the person to be treated by doctor and is declared fit to return to do part of his normal work on restricted or light duties on the day immediately after following the accident/injury. (N/B. Restricted activity/light duties must be within the injured person's normal scope of work.)

ii) **Medical Treatment Case**

A work related injury or illness that involves neither lost workdays nor restricted workdays but which requires the injured to be treated by or under the specific orders of a physician or could be considered as being in the province of a physician.

iii) **First Aid Injury**

A work related injury or illness which requires minor treatment or subsequent observation of minor scratches, cuts, burns, splinters and so forth which do not ordinarily require medical care even though such treatment is provided by a physician or registered professional personnel, and the injured is able to resume his normal job function immediately after treatment.

3. **FIRE/EXPLOSION**

Any event involving fire/ explosion.

4. **PROPERTY LOSS/ DAMAGE**

Any accident which involves property damage/loss other than a fire or explosion.

5. **OIL SPILL**

Any accident involving spillage or release of oil and/or chemicals which cause pollution of air, water or ground.

6. **NEAR MISS**

Any event or condition which whilst not resulting in injury to person or loss or damage to equipment, plant or property, or pollution to the environment is recognised as having the potential to cause injury and/or property damage.

7. **STOP CARD (Safety Observation Card)**

Any Safe/Unsafe Act/Unsafe Condition that are reported on STOP Cards. Count each card as one effort

8. **OTHERS**

Any Incident/Accident is not above-mentioned

$$\text{LTI FREQUENCY RATE} = \frac{\text{No. of LTA} * 1,000,000}{\text{Man-hours Worked}}$$

$$\text{LTI SEVERITY RATE} = \frac{\text{No. of Days Lost} * 1,000,000}{\text{Man-hours Worked}}$$

APPENDIX VI-4

TYPICAL HSE HAZARD

HEALTH	SAFETY	ENVIRONMENT
<p>Hazardous Materials</p> <ul style="list-style-type: none"> • Sulphuric Acid • Caustic Soda • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) • Hydrogen Sulphide • Chlorine • Nitrogen • Solvent Fumes • Mercury <p>Asphyxiation</p> <ul style="list-style-type: none"> • Nitrogen • Oxygen Deficiency <p>Radiological</p> <ul style="list-style-type: none"> • Instrumentation • Inspection • TENORM (Technologically Enhanced Naturally Occurring Radioactive Material) <p>Lightning</p> <ul style="list-style-type: none"> • Lightning Strikes <p>Burns</p> <ul style="list-style-type: none"> • Hot & Cold Material Equipment 	<p>Fire and Explosion</p> <ul style="list-style-type: none"> • Flammability • Expansion • BLEVE (Boiling Liquid Expanding Vapour Explosion) • VCE (Vapour Cloud Explosion) <p>Flammable Properties</p> <ul style="list-style-type: none"> • Crude Oil • Hydrogen Gas • Hydrogen Sulphide • Hydrogen • Condensate <p>Ignition Sources</p> <ul style="list-style-type: none"> • Electrical • Stray Currents • Static • Lightning • Pyrophics • Smoking • Welding • Grinding/ Cutting <p>Fire Types</p> <ul style="list-style-type: none"> • Jet, Pool and Flash Fires • Lagging Fires • Smoke <p>Water</p> <ul style="list-style-type: none"> • Low Points • Draining • Hydrates • Emulsions/ Tank Layering • Dead Legs <p>Air</p> <ul style="list-style-type: none"> • Start-Up/ Shut-Down • Flare Systems 	<p>Airborne Emissions</p> <ul style="list-style-type: none"> • Vents (CO₂, CH₄) • Flares • Fugitives • General Exhaust <p>Underground Equipment Failure</p> <ul style="list-style-type: none"> • Corrosion soil • Erosion contamination <p>Jetty/ Ship Operation</p> <ul style="list-style-type: none"> • Hoses/ Boom <ul style="list-style-type: none"> • SBMs (Single Buoy Mooring) • Ballast Disposal • Spillages <p>Surface Water Run-offs</p> <ul style="list-style-type: none"> • Contamination of waterways <p>Process Effluents</p> <ul style="list-style-type: none"> • Recovered Oils/ Ballast • Produced water – barium, zinc, trace of radioactive materials • Condensate water from Slug Catchers • Surge Vessel Liquids • From Drains • Triethylene Glycol • Biocides (glutaraldehyde) • Magnesium Hydroxide

HEALTH	SAFETY	ENVIRONMENT
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Tank Farm Hazards

- A. Floating Roofs (sinking drainage)
- B. Boil-Overs
- C. Internal Explosions

Lifting

- 1. Cranes
 - Heavy lifts
 - i) Chains
 - ii) Ropes
- D. Slings

Machinery

- 1 Guards
- 2 Protection

Security

Electricity

- E. Electrocutation
- F. Overhead Lines
- G. HV systems/ arcing

Excavations

- H. Buried Facilities
- I. Collapses
- J. Gas Accumulation

Working at Height

- K. Scaffolding
- L. Ladders
- M. Fragile Roofs

Drilling Operations

- N. Blowout – Fire/ Explosion
- O. Shallow Gas Pockets/ Over Pressure
- P. Gas in Mud>Returns
- Q. Hydrogen Sulphide

EXHIBIT VII

CONTRACTOR'S PERFORMANCE APPRAISAL

NOT APPLICABLE

EXHIBIT VIII

CONFIDENTIALITY AGREEMENT

This Agreement is made between _____ ("Contract Personnel") and **DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED ("CLIENT")**, on _____ 20__.

Contract Personnel will perform services for CLIENT which may require CLIENT to disclose confidential and proprietary information ("Confidential Information") to Contract Personnel. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Contract Personnel's services for CLIENT, the business or operations of CLIENT, and/or the products, drawings, plans, processes, or other data of CLIENT). Accordingly, to protect the CLIENT Confidential Information that will be disclosed to CONTRACT PERSONNEL, the CONTRACT PERSONNEL agrees as follows.

- A. CONTRACT PERSONNEL will hold the Confidential Information received from CLIENT in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. CONTRACT PERSONNEL will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by CLIENT.
- C. CONTRACT PERSONNEL will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for CLIENT.
- D. CONTRACT PERSONNEL will, upon the request or upon termination of his/her relationship with CLIENT, deliver to CLIENT any drawings, notes, documents, equipment, and materials received from CLIENT or originating from its activities for CLIENT.
- E. CLIENT shall have the sole right to determine the treatment of any information that is part or project specific received from CONTRACT PERSONNEL, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as CLIENT may deem appropriate.
- F. CLIENT reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

CONTRACT PERSONNEL represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the CONTRACT PERSONNEL agrees to the terms and conditions of the agreement stated above.

CLIENT

CONTRACT PERSONNEL

For and on behalf of

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

EXHIBIT IX
CHANGE ORDER

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
IX-1.0	
IX-2.0	
IX-3.0	
IX-4.0	
 <u>APPENDIX</u>	
IX-1	SPECIMEN FORM OF CHANGE PROPOSAL
IX-2	CHANGE ORDER FORM
IX-3	APPROVING AND ISSUING OF CHANGE ORDER

Changes to the WORKS and/or CONTRACTOR's Equipment except for CONTRACTOR's personnel as specified herein, may be required during the performance of WORKS any extension of the CONTRACT and should be handled expeditiously and effectively by the Parties hereto. Such changes may include but not be limited to additions, deletions, substitutions, alterations and modifications.

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

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

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

- IX-1.0 Should CLIENT or CONTRACTOR desire any change, it shall advise CONTRACTOR or CLIENT respectively of said request. CONTRACTOR shall, upon request from CLIENT, provide CLIENT within three (3) days a CHANGE PROPOSAL in the form shown in **APPENDIX IX-1** defining the terms and conditions of the CHANGE PROPOSAL. The terms and conditions shall include but not be limited to price, method of payment, earliest commencement date and any other information deemed necessary.
- IX-2.0 When and if CLIENT approves the Change Proposal, CLIENT will issue to CONTRACTOR a written Change Order in duplicate originals as per **APPENDIX IX-2**. All Change Order(s) shall be numbered sequentially.
- IX-3.0 CONTRACTOR shall sign and promptly return to CLIENT both duplicate originals of the Change Order to indicate its receipt, understanding and acceptance of it. After CLIENT execution, one duplicate original will be returned to CONTRACTOR.
- IX-4.0 In cases of extreme urgency for which CONTRACTOR is unable to submit a firm proposal prior to commencement of work on the necessary change, CLIENT may issue a "Preliminary Change Order" to authorize CONTRACTOR to proceed with the change on the basis of an approximate written estimate prepared by CONTRACTOR. As soon as possible thereafter, CONTRACTOR shall submit a Change Proposal giving its firm price for the change. If the firm price quoted in the Change Proposal is more than that quoted in the "Preliminary Change Order", CONTRACTOR shall furnish CLIENT with the reasons for the differences. Upon agreement of the Parties on the firm price, a Change Order shall be issued as outlined in **EXHIBIT IX**.

END OF EXHIBIT

**APPENDIX IX-2
CHANGE ORDER FORM**



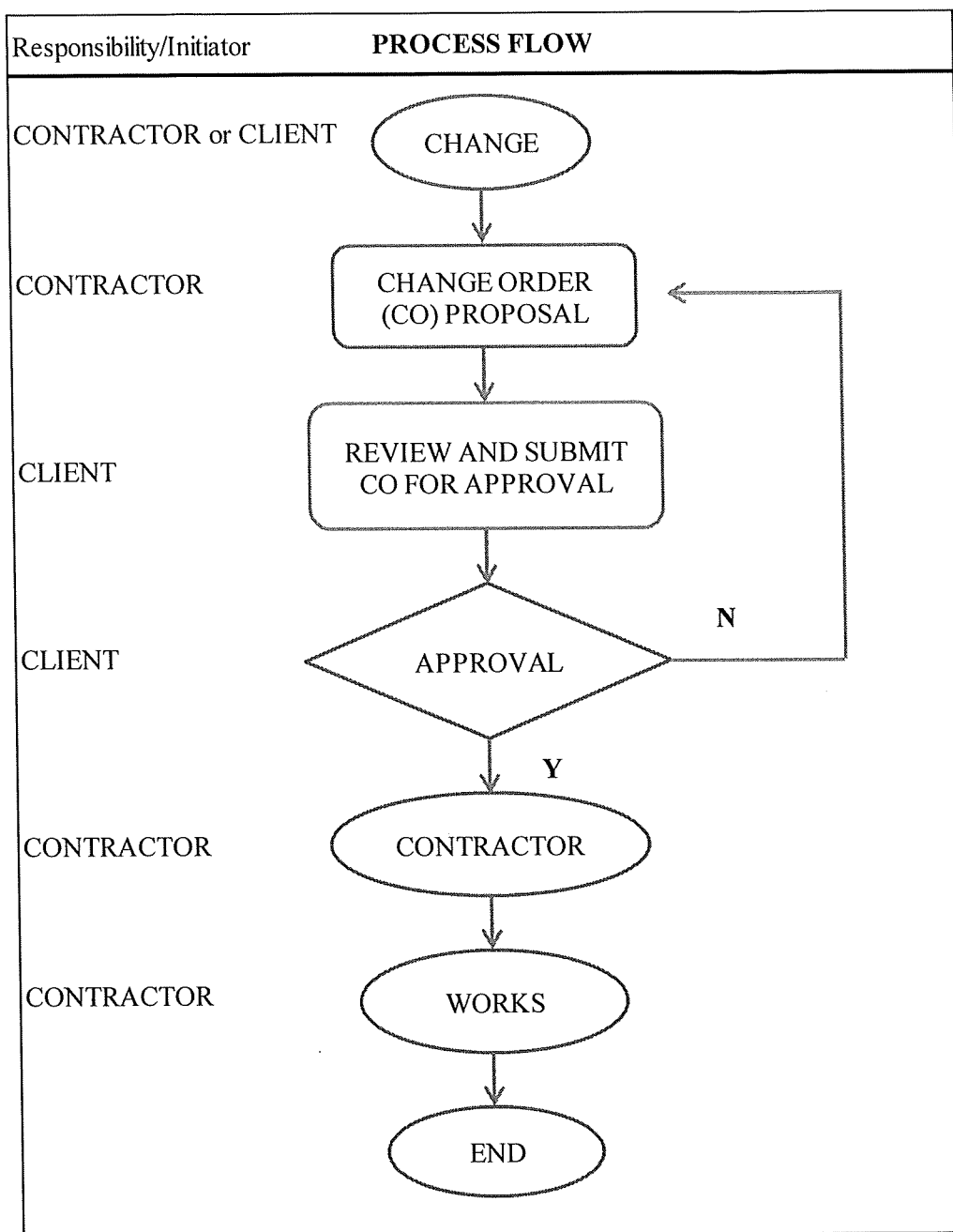
CHANGE ORDER
CO No....

DATE : _____	
CONTRACT TITLE :	_____
CONTRACT No. :	_____
CONTRACTOR :	_____
WORK LOCATION :	_____
DEPARTMENT :	_____
DESCRIPTION OF WORK/CHANGE :	
REASONS FOR CHANGE :	
EFFECT ON CONTRACT PRICE : _____	EFFECTIVE DATE OF CHANGE : _____
	SCHEDULE IMPACT: _____
PAYMENT METHOD	
<input type="checkbox"/>	ITEMISE SEPARATELY ON INVOICE FOR PAYMENT WHEN COMPLETE.
<input type="checkbox"/>	THE CHANGE IS PRICED ON
<input type="checkbox"/>	LUMP SUM BASIS
<input type="checkbox"/>	UNIT RATE BASIS PER _____ OF _____
<input type="checkbox"/>	DAY RATE BASIS AS STIPULATED IN CONTRACT
<input type="checkbox"/>	OTHERS (TO SPECIFY)
SUPPORTING DOCUMENTS :	
<input type="checkbox"/>	COST ESTIMATE
<input type="checkbox"/>	MILESTONE PAYMENT AND WORK SCHEDULES
<input type="checkbox"/>	OTHERS (SPECIFIC INSTRUCTIONS SUCH AS MANNING, EQUIPMENT, ETC.)
For and on behalf of CLIENT	For and on behalf of CONTRACTOR
_____	_____
CLIENT's SIGNATURE	CONTRACTOR's SIGNATURE
NAME : _____	NAME : _____
DATE : _____	DATE : _____

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

APPENDIX IX-3

APPROVING AND ISSUING OF CHANGE ORDER



NOTE:

If revised Change Order value is more than estimated value, CONTRACTOR to provide justifications for differences.