

CONTRACT N°EPC-21-C-004

BETWEEN

EAST AFRICA CRUDE OIL PIPELINE (EACOP) LTD

AND

BOLLORÉ AFRICA LOGISTICS SAS

and

BOLLORÉ LOGISTICS SE

and

BOLLORÉ TRANSPORT LOGISTICS UGANDA Limited

and

E.A.L.S. Limited

MAIN LOGISTICS CONTRACTOR SERVICES

RELATING TO THE

EAST AFRICA CRUDE OIL PIPELINE (EACOP) PROJECT

MIDSTREAM PERIMETER

The CONTRACT is made

BY AND BETWEEN

EAST AFRICAN CRUDE OIL PIPELINE (EACOP) LTD, a company incorporated in England and Wales (registered no. 11298396), whose registered office is at Level 18, 10 Upper Bank Street, Canary Wharf, London, E14 5BF, with a Branch office registered in Uganda under no. 80020002741989 and having its registered office at Court View Towers, Plot 21 Yusuf Lule Road, P.O Box 34867, Kampala, Uganda, and another Branch Office registered in Tanzania under no. 145241472 and having its registered office at 429 Mahando Street, Block D PO Box 38568, Dar Es Salaam, Tanzania, represented by Mr Martin TIFFEN in is capacity of Managing Director (herein referred to as "COMPANY"),

OF THE ONE PART,

AND:

BOLLORÉ AFRICA LOGISTICS SAS, a company organised and existing under the laws of France having his registered office at 31 – 32 Quai de Dion Bouton, 92800 Puteaux, France, represented by Mr Philippe LABONNE in his capacity of President

AND:

BOLLORÉ LOGISTICS SE, a company organized and existing under the laws of France having its registered office at 31 – 32 Quai de Dion Bouton, 92800 Puteaux, France, represented by Mr Thierry EHRENBOKEN in his capacity of CEO

AND:

BOLLORÉ TRANSPORT LOGISTICS UGANDA Limited, a company organized and existing under the laws of Uganda having its registered office at Plot No. M611, Ntinda Road, PO Box 5501, Kampala, Uganda, Mr Jérôme PETIT in his capacity of Director duly authorized

AND:

E.A.L.S. Limited, a company organized and existing under the laws of Tanzania having its registered office at Plot No. 27, Nelson Mandela Road, Tabata, Dar es Salaam, Tanzania, represented by Mr Seif SEIF in his capacity of Director

(who together are herein referred to as "CONTRACTOR")

OF THE OTHER PART,

PREAMBLE

WHEREAS COMPANY desires to have the SERVICES performed

and

WHEREAS CONTRACTOR is willing to do so under the terms and conditions set out herein,

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS SET OUT BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLES

ARTICLE 1 GENERAL

ARTICLE 2 CONDITIONS OF PERFORMANCE OF THE SERVICES

ARTICLE 3 HEALTH, SAFETY, SOCIAL (LOCAL COMMUNITY), SECURITY AND ENVIRONMENT, AND LOCAL / NATIONAL CONTENT

ARTICLE 4 FINANCIAL CONDITIONS

ARTICLE 5 LIABILITIES

ARTICLE 6 INSURANCES

ARTICLE 7 SUSPENSION - TERMINATION -FORCE MAJEURE

ARTICLE 8 GOVERNING LAW - SETTLEMENT OF DISPUTES - LIENS

ARTICLE 9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

ARTICLE 10 PROVISIONS SURVIVING THE CONTRACT

ARTICLE 11 COMPLIANCE WITH LAWS

ARTICLE 12 NOTIFICATION

ARTICLE 13 ECONOMIC SANCTIONS AND EXPORT CONTROL

ARTICLE 14 LOCAL CONTENT

ARTICLE 15 AMENDMENT

ANNEXES

ANNEX 1 – CORPORATE GUARANTEE

ANNEX 2 - MUTUAL INDEMNITY AND WAIVER OF RECOURSE

ANNEX 3 - CONTRACTOR'S INSURANCE STATUS

ANNEX 4 - PREVENTION OF ILLEGAL EMPLOYMENT

ANNEX 5 - FUNDAMENTAL PRINCIPLES OF PURCHASING

EXHIBITS

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – CONTRACTOR EQUIPMENT AND CONTRACTOR'S PERSONNEL

EXHIBIT C – REMUNERATION

EXHIBIT D – SERVICES TIME SCHEDULE

EXHIBIT E – HEALTH, SAFETY, SOCIAL (LOCAL COMMUNITY), SECURITY AND ENVIRONMENT REQUIREMENTS

EXHIBIT F1 – NATIONAL CONTENT UGANDA

EXHIBIT F2 – LOCAL CONTENT TANZANIA

EXHIBIT G – QUALITY ASSURANCE AND QUALITY CONTROL

EXHIBIT H – KEY PERFORMANCE INDICATORS

EXHIBIT I – LIST OF SUBCONTRACTORS

EXHIBIT J – CO-ORDINATION PROCEDURE

EXHIBIT K – DOCUMENTATION

ARTICLE 1 GENERAL

1.1 OBJECT OF THE CONTRACT

In support of its development of the PROJECT COMPANY hereby entrusts CONTRACTOR and CONTRACTOR hereby agrees to perform the SERVICES as defined in Exhibit A, under the terms and conditions of the CONTRACT.

1.2 CONTRACTOR STATUS

1.2.1 Independent CONTRACTOR

a) CONTRACTOR represents that:

- he possesses the necessary know-how;
- he is fully experienced and technically competent to perform the SERVICES; and
- he is properly financed, organised and equipped to perform such SERVICES.

b) CONTRACTOR shall conduct his operations in a lawful manner and shall exercise all care and diligence to prevent any actions or conditions which could result in a conflict with COMPANY's best interests.

c) CONTRACTOR shall act as an independent contractor and neither CONTRACTOR nor CONTRACTOR's PERSONNEL shall be deemed for any purpose to be the employee, agent (except for custom clearance services where CONTRACTOR will act in his own name and on behalf of the COMPANY), servant or representative of COMPANY or PARTICIPANTS (in the performance of the SERVICES described herein).

d) CONTRACTOR shall therefore assume all costs and expenses appropriate to his independent status including but not limited to salaries, bonuses, insurance and social welfare contributions of any kind related to CONTRACTOR's PERSONNEL.

1.2.2 CONTRACTOR will act as a Freight Forwarding Agent and Custom Agent, in his own name and/or on behalf of the COMPANY. CONTRACTOR has an obligation of result in performing the SERVICES.

1.3 DEFINITIONS

Expressions and derivatives thereof, appearing in capital letters in the CONTRACT, shall have the meaning hereby assigned to them unless otherwise specified:

ACTUAL COMMENCEMENT DATE means date when CONTRACTORS actually start the performance of the SERVICES in accordance with the CONTRACT.

ACTUAL COMPLETION DATE means the actual date when the performance of the SERVICES has been satisfactorily completed as certified by COMPANY.

AFFILIATE(S) means in relation to any company, at any time, any other entity:

- a) In which such company directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote; or
- b) Which directly or indirectly controls more than fifty percent (50%) of the registered capital or rights to vote of such company;
- c) Of which an entity as mentioned in b) here above controls directly or indirectly more than fifty percent (50%) of the registered capital or rights to vote; or
- d) For the purpose of determining AFFILIATES of COMPANY only, which is a PROJECT ENTITY with which COMPANY maintains at the relevant time, directly or indirectly, any shareholding, voting or other participatory relationship in any percentage (whether above or below 50%).

APPLICABLE LAWS All laws, ordinances, rules, regulations, by-laws, decrees, including

approvals, whether of governmental, federal, national or local authority or other agencies or other authority having jurisdiction over the Parties and/or the Services or any of them and which are or may become applicable and as from time to time amended, extended, replaced or re-enacted

ASSIGNED CONTRACT(S) means any Contract(s) placed by COMPANY for the supply of any COMPANY ITEM(S) or the performance of specific services and which is(are) assigned to CONTRACTOR through the exercise of the corresponding OPTION and the signature of the corresponding Assignment Agreement.

CHEMICALS MANAGEMENT PLAN (CMP) means a plan which details the operational procedures which specify the environmental criteria for selection of chemicals based on the sensitivity of the medium and draws up the inventory of the chemicals used. It details the toxicological and ecotoxicological data, provided by the corresponding Material Safety Data Sheets (MSDS) and defines the procedures for their handling, storage and elimination.

CLAIM means any claim, demand, cause of action, proceedings, judgements, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement), 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 the CONTRACT.

CLOSE FAMILY MEMBER means a spouse or partner of a PUBLIC OFFICIAL, one of his/her children, siblings or parents, the spouse or partner of his/her children or siblings; or any household member of a PUBLIC OFFICIAL.

COMMENCEMENT DATE means the date fixed by COMPANY by notice to CONTRACTOR in writing and falling within the period mentioned in sub-Article 2.4.2, when CONTRACTOR shall be obliged to start the performance of the SERVICES in accordance with the CONTRACT.

COMPANY CONTRACTORS means any person, other than the CONTRACTOR and its SUBCONTRACTORS, involved in the realization of the PLANT under separate contracts with COMPANY, including those with whom the CONTRACTOR may be required to interact for the purpose of providing the SERVICES. COMPANY CONTRACTORS shall include manufacturers, fabricators, vendors and contractors of any kind.

COMPANY GROUP means COMPANY, the PARTICIPANTS, and to the extent they are involved in the subject matter of the CONTRACT its/their respective AFFILIATES and COMPANY's PERSONNEL, or any of the foregoing, as the case may be, but shall not include any member of CONTRACTOR GROUP.

COMPANY REPRESENTATIVE means the PERSON designated by COMPANY who shall have full authority to represent COMPANY in all matters regarding the subject of the CONTRACT, except for modifying any of the provisions of the CONTRACT.

COMPANY SECURITY PLAN (CSP) means the plan specifying the policies, standards, procedures and responsibilities in order to provide guidance in the process of managing security and defining the overall security aspects inside a perimeter.

COMPLETION DATE means the scheduled date when the performance of the SERVICES has to be satisfactorily completed in accordance with the CONTRACT.

CONSEQUENTIAL LOSS means (i) indirect or consequential loss, and/or (ii) direct or indirect loss of: revenue, profit, anticipated profit, use, production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption and/or deferral of production.

CONTRACT means the terms and conditions that comprise the main body of the present agreement and its Annexes and Exhibits, together with any future amendments thereto.

CONTRACT PRICE means the aggregate of all sums payable or estimated to be payable

with Exhibit C and updated to take account of the estimated final value of any reimbursable or provisional sum items.

CONTRACTOR EQUIPMENT means any and all equipment, tools, means of transportation, storage premises or facilities and other materials or things whatsoever (complete with spare parts, tools, ancillary equipment and consumables (including handling, transport, packing/marketing and computer equipment)), and all related documentation and certification provided by CONTRACTOR GROUP and or otherwise used or required to perform the SERVICES in accordance with the CONTRACT.

CONTRACTOR EMERGENCY RESPONSE PLAN means a series of emergency procedures or measures prepared by CONTRACTOR to provide response to emergencies likely to occur during the performance of SERVICES.

CONTRACTOR GROUP means CONTRACTOR, SUBCONTRACTORS and to the extent they are involved in the subject matter of the CONTRACT, his/their AFFILIATES and CONTRACTOR's PERSONNEL, or any of the foregoing, as the case may be, but shall not include any member of COMPANY GROUP.

CONTRACTOR HSE PLAN means the plan setting out details of a series of documents defining the procedures and measures to implement all HSE requirements under the CONTRACT.

CONTRACTOR REPRESENTATIVE means the PERSON designated by CONTRACTOR who shall have full authority to represent CONTRACTOR in all matters regarding the CONTRACT other than modifying any of the provisions of the CONTRACT.

DESTINATION POINT means the point of delivery (for the purposes of this CONTRACT) of a shipment of GOODS as defined in Exhibit A and/or in the relevant Transit Order as defined in Exhibit A..

EFFECTIVE DATE means the date on which the CONTRACT comes into force as being specified in sub-Article 2.4.1.

ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT or ESIA means a study assessing the potential impacts of a project on the environment and socio-economic conditions related to LOCAL COMMUNITIES and establishing the most appropriate measures or technical solutions to prevent or reduce these impacts. In some cases the Environmental and Social Baseline Study may be split into two separate studies: an Environmental Baseline Study (EBS) and a Social Baseline Study (SBS).

ENVIRONMENTAL MANAGEMENT PLAN (EMP) means the part of the ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) dealing with the operational procedures necessary to ensure the control of any activities or SERVICES with potential impact on the environment. It includes the WASTE MANAGEMENT PLAN, CHEMICALS MANAGEMENT PLAN, effluent treatments, noise reduction, protection measures and monitoring procedures.

ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) means the part of the overall COMPANY's management system dealing with the organisational structure, planning activities, responsibilities, practices, procedures, processes and resources for developing, implementing, reviewing and maintaining the environmental policy.

EPcmC CONTRACTOR means the Contractor under COMPANY contract performing the Engineering, Procurement Construction Management and Commissioning (EPcmC) services for the PROJECT.

FORCE MAJEURE means the effective occurrence of any act/event which is (i) unforeseeable, (ii) insurmountable (iii) outside the control of the PARTY invoking it, and (iv) which renders such PARTY unable to comply with all or part of its/his obligations under the CONTRACT. Provided such criteria are all met, FORCE MAJEURE includes acts of God (epidemic, tidal wave, lightning, earthquake, hurricane, flooding), war (whether declared or not), riots (other than among CONTRACTOR's PERSONNEL or COMPANY's

thereof. Force Majeure does not include the enactment and/or implementation and/or enforcement of Sanctions Laws / Regulations.

GOOD OIL AND GAS FIELD PRACTICE means practices, methods and procedures and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced contractor/service provider/operator of international repute engaged in carrying out activities similar to those contemplated under the CONTRACT under similar circumstances.

GOODS means the goods, materials, assemblies, equipment, tools, material or other items intended for use in connection with the PROJECT and which are delivered to and/or collected, handled, processed, treated, stored, permitted and customs cleared, transported and/or redelivered by CONTRACTOR as part of the performance of the SERVICES. GOODS excludes CONTRACTOR EQUIPMENT.

GOVERNMENT means any federal, national or local authority, or their agencies and instrumentalities having jurisdiction over the LOCATIONS.

GROUP means COMPANY GROUP or CONTRACTOR GROUP, as the case may be.

HSE means health, safety, SOCIAL (LOCAL COMMUNITY), security and environment.

HSE MS means a component of the global management system deployed by a PARTY to identify and control the HSE risks involved in its/his activities. It includes the organizational structure, planning activities, responsibilities, practices, procedures, processes and resources (i.e human and physical means) put in place by such PARTY to establish, implement, review and maintain the HSE policy and continuously improve its/his HSE performances.

INDUSTRIAL HYGIENE RISK ASSESSMENT means the process intended to identify the potential health hazards in the workplace, to assess the risks related to specific tasks in terms of both severity and probability, and to implement appropriate measures to reduce these risks to a level as low as reasonably practicable.

LOCAL COMMUNITY(IES) means those groups of people who live or work sufficiently nearby the LOCATIONS or WORKSITES that might be impacted by the SERVICES.

LOCAL STRIKES means strikes, lockouts or labour disputes (i) limited to CONTRACTOR's PERSONNEL; or (ii) having originated with CONTRACTOR's PERSONNEL and subsequently spread to other companies.

LOCATION means, any locations where the SERVICES are performed by CONTRACTOR GROUP. COMPANY's LOCATION are deemed to be under the custody of COMPANY GROUP and CONTRACTOR's LOCATION are deemed to be under the custody of CONTRACTOR GROUP.

MAIN LOGISTIC CONTRACTOR (MLC) contractor in charge of the whole logistics supply chain as defined in the ExhibitT A.

MIDSTREAM PERIMETER means that part of the PLANT located in Uganda and Tanzania which, by exclusion, does not belong to the UPSTREAM PERIMETER.

OPERATIONAL PERIOD means the period between the COMMENCEMENT DATE and either the COMPLETION DATE or the date on which the CONTRACT has been terminated pursuant to the provisions of ARTICLE 7, whichever occurs first.

PANDEMIC PREVENTION means a set of measures intended to minimize the impact of a pandemic, including medical preparedness, PERSONNEL information and business continuity plan.

PARTICIPANT means means any shareholder of COMPANY and any AFFILIATE of such shareholder

PARTY means, severally either COMPANY or CONTRACTOR, as applicable, and collectively the "PARTIES".

PERSON means any individual or legal entity including corporations, partnerships, associations.

PERSONNEL means the directors, officers, employees, agents, invitees of CONTRACTOR GROUP ("CONTRACTOR's PERSONNEL"); and/or COMPANY GROUP ("COMPANY's PERSONNEL").

PLANT as defined in Exhibit A.

POINT OF ORIGIN means the point of origin (for the purposes of this CONTRACT) of a shipment of GOODS as defined in Exhibit A and/or in the relevant Transit Order.

PRIVATE SECURITY PROVIDERS means any service provider deployed mainly within a LOCATION and whose main mission is to secure access, guard assets and protect any intended itinerary when required.

PROJECT means the East Africa Crude Oil Pipeline (EACOP) Project to be constructed in Uganda and Tanzania and further described in Exhibit A.

PROJECT ENTITY means a PERSON formed for the principal purpose of or whose principal activity is the implementation of all or any material part of PROJECT.

PUBLIC SECURITY FORCES means the armed forces of the country or countries where the LOCATION is located and the SERVICES are performed.

PUBLIC OFFICIAL means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

RESTRICTED PERSON means any individual or entity listed, or fifty percent (50%) or more (directly or indirectly) owned or controlled by (if control is used under the relevant SANCTION REGULATIONS) any party listed, on a SANCTIONS LIST.

SANCTION AUTHORITY means any competent authority of:

- a. the United States of America; or
- b. the European Union; or
- c. the Republic of France

in charge of the enactment, administration, implementation and enforcement of SANCTIONS REGULATIONS.

SANCTIONS LAWS/REGULATIONS means any applicable economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any SANCTIONS AUTHORITY or an agency thereof.

SANCTIONS LIST means any of the assets of designated sanctions targets whose assets are frozen and maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the Specially Designated Nationals and Blocked Persons list), by the European Union (the consolidated list of persons, groups and entities subject to financial sanctions) or the Republic of France (each such list as amended, supplemented or substituted from time to time).

SERVICES means all activities to be performed by CONTRACTOR under the CONTRACT

CONTRACTOR EQUIPMENT and CONTRACTOR's PERSONNEL according to Exhibit B together with all necessary and/or incidental supplies, labour, base facilities and works as applicable.

SOCIAL (LOCAL COMMUNITY(IES)) means the part of social responsibilities related to the LOCAL COMMUNITY(IES).

SOCIAL (LOCAL COMMUNITY(IES)) MANAGEMENT PLAN ("SMP") means the plan setting out details of the procedures and measures designed to manage the impacts of the performance of the SERVICES on the LOCAL COMMUNITIES, including the appropriate mitigation measures and monitoring.

SUBCONTRACTOR(S) means any PERSON to whom CONTRACTOR has subcontracted the performance of all or part of the SERVICES. SUBCONTRACTORS shall include any further subcontractor of SUBCONTRACTORS, at any tier.

THIRD PARTY means any PERSON that is not a member of COMPANY GROUP or of CONTRACTOR GROUP.

UPSTREAM PERIMETER means part of the PLANT located in Uganda comprising the FEEDER LINE identified in Exhibit E documentation as belonging to the UPSTREAM PERIMETER and all other elements of the PLANT which by nature, definition or destination are included or attached to the FEEDER LINE belonging to the UPSTREAM PERIMETER.

WASTE MANAGEMENT PLAN ("WMP") means an operational procedure which defines the methods to collect, segregate, treat, eliminate and control waste during an operation.

WILFUL MISCONDUCT means, for the purpose of the CONTRACT, any conduct (by act or failure to act, whether sole, contributory, joint or concurrent) of any PERSON with (a) an intentional or conscious or reckless disregard of GOOD OIL AND GAS FIELD PRACTICE and/or any of the terms of the CONTRACT, and/or (b) an utter or reckless disregard of avoidable and harmful consequences that such PERSON knew, or should have known, such conduct would have on the safety or property of another PERSON.

Further words and/or expressions may be defined in the CONTRACT and shall then be written in capital letters.

1.4 SIGNIFICANCE OF EXPRESSIONS

- a) At any time and unless expressly stated otherwise, the following expressions or derivatives thereof when they appear in the CONTRACT, shall be construed as indicated below:
 - "including", "included", "such as", "comprising", "comprise" and the like shall be deemed to be completed by the expression "but not limited to".
 - "report", "require", "request", "submit", "answer", "notify", "instruct", "state", "instruction", "inform", "agree", "consent", "approve", "approval", "approved" and the like shall be deemed to be completed by the expression "in writing".
 - "days" shall mean "consecutive calendar days", it being understood that all dates and time periods referred to in the CONTRACT relate to the Gregorian calendar.
 - "property" and "equipment" shall be deemed to include property and equipment owned, operated, leased or otherwise provided by the relevant PERSON.
- b) Where the context so requires, the singular includes the plural and vice versa and words of one gender include all genders.
- c) In order to prevent any misunderstanding, the terms "he", "him" and "his" are used in relation to CONTRACTOR, whereas the terms "it" and "its" are used in relation to COMPANY.
- d) Headings and table of contents are inserted only for convenience and shall not in any

- e) For the avoidance of doubt, the CONTRACT shall prevail over CONTRACTOR Terms and Conditions or Price List.
- f) Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof.
- g) Approval or instruction by COMPANY shall in no way be construed as relieving CONTRACTOR of his obligations or liabilities under the CONTRACT or otherwise.

1.5 ENTIRE AGREEMENT - MODIFICATION - NON WAIVER

- a) The CONTRACT constitutes the entire agreement between the PARTIES and supersedes all prior oral and written negotiations, understandings, representations and/or agreements with respect to the performance of the SERVICES made between the PARTIES prior to the EFFECTIVE DATE.
- b) The rights and obligations of the PARTIES shall not be limited to those set out in the CONTRACT when the law of the CONTRACT provides or enforces other rights and obligations, provided however that the CONTRACT shall always take precedence over any APPLICABLE LAWS with which it conflicts or which are expressly excluded by the CONTRACT as far as legally permissible.
- c) No modification to the CONTRACT shall be effective unless set out in writing by duly authorised representatives of the PARTIES.
- d) Failure or failures on the part of either PARTY to enforce, from time to time, all or any portion of the terms and conditions of the CONTRACT shall not be interpreted as a waiver of such terms or conditions.
- e) In the event of ambiguity or contradiction between the main body of the CONTRACT and the Exhibits, the former shall prevail to the extent necessary to resolve the conflict.

1.6 LANGUAGE OF THE CONTRACT

Unless otherwise specified in the CONTRACT, all matters (including documentation) pertaining to the CONTRACT and the relations between the PARTIES under the CONTRACT, shall be conducted in English being the language of the CONTRACT.

1.7 ASSIGNMENT/SUBCONTRACTING

1.7.1 By COMPANY

- a) COMPANY, at its sole discretion and by simple notice of assignment to CONTRACTOR, shall have the right to freely assign, charge, transfer over the CONTRACT or any part thereof or any right, benefit or interest arising thereunder to any of its AFFILIATES or to any present or future PARTICIPANT(S)..

COMPANY shall be entitled to assign the CONTRACT with the prior written consent of CONTRACTOR, provided such consent shall not be unreasonably withheld or delayed, to any third party.

- b) Assignment of the CONTRACT by COMPANY shall not relieve CONTRACTOR of any of his obligations or liabilities and CONTRACTOR hereby agrees to continue to perform all his duties and obligations under the CONTRACT, in the event of such assignment.

1.7.2 By CONTRACTOR

- a) CONTRACTOR shall not be permitted to assign or sub-contract all or any part of the CONTRACT or SERVICES, including to any of his AFFILIATES, without the prior written consent of COMPANY, such consent in the case of subcontracting not to be

CONTRACTOR shall provide the COMPANY with the list of its SUBCONTRACTORS as per Exhibit I.

Consent of COMPANY to any subcontracting shall be conditioned upon, without limitation, CONTRACTOR obtaining and remitting to COMPANY a signed copy of the Mutual Indemnity and Waiver of Recourse Agreement Mutual indemnity and Waiver of Recourse attached in the form as set out in Annex 2 and a signed copy of the Liability and Insurance Agreement Liability and Insurance from SUBCONTRACTORS No subcontract shall bind or purport to bind to COMPANY.

Any attempted assignment or subcontracting in breach of this obligation is void.

COMPANY's consent to any SUBCONTRACTOR shall not create any contractual relationship between COMPANY and such SUBCONTRACTOR, or absolve CONTRACTOR from any of his obligations and liabilities under the CONTRACT.

- b) CONTRACTOR shall ensure that his SUBCONTRACTORS are solvent and sufficiently experienced and equipped to perform the subcontracted part of the SERVICES.
- c) CONTRACTOR shall be fully responsible for his SUBCONTRACTORS' compliance with the provisions of the CONTRACT as if all SERVICES were performed by CONTRACTOR, and shall be solely liable to COMPANY for any act, omission or other failure of his SUBCONTRACTORS.
- d) Without prejudice to the provisions of ARTICLE 5 and ARTICLE 6 CONTRACTOR shall be solely responsible for any and all costs or expenses due to his subcontracting and for any and all consequences including delays.

CONTRACTOR shall defend, indemnify and hold harmless COMPANY GROUP against all acts, omissions and negligence of SUBCONTRACTORS and against any consequence of the use of SUBCONTRACTORS.

- e) CONTRACTOR shall immediately remove any SUBCONTRACTOR that fails to comply with the CONTRACT, including the Anti-Corruption Due Dilligence of sub-Article 11.2 and, without undue delay, replace same by a competent approved substitute at no extra cost to COMPANY.

1.8 SEVERANCE OF INVALID PROVISIONS

Any provision found invalid shall be deemed severed from the CONTRACT. The invalidity of a CONTRACT provision shall in no way affect the validity or operation of the remainder of the CONTRACT.

1.9 STATUS OF COMPANY

COMPANY enters into the CONTRACT for itself and for the PARTICIPANTS.

- a) CONTRACTOR agrees to look only to COMPANY for the due performance of the CONTRACT and nothing contained in the CONTRACT will impose any liability upon, or entitle CONTRACTOR to commence any proceedings against, any PARTICIPANT;
- b) COMPANY is entitled to enforce the CONTRACT on behalf of the PARTICIPANTS as well as for itself. For that purpose COMPANY may commence proceedings in its own name to enforce all obligations and liabilities of CONTRACTOR and to make any CLAIM which any PARTICIPANT may have against CONTRACTOR;
- c) All losses, damages, costs (including legal costs) and expenses recoverable by COMPANY pursuant to the CONTRACT or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the PARTICIPANTS and its and their respective AFFILIATES except that such losses, damages, costs (including legal costs) and expenses shall be subject to the limitations or exclusions of liability applicable under the CONTRACT.

CONTRACTOR shall manage, control and coordinate the SERVICES as an independent contractor and perform all obligations and duties under the CONTRACT at his own risk, cost and expense.

COMPANY shall be entitled to verify that the SERVICES are carried out in accordance with the requirements of the CONTRACT, and shall have the right to inspect the SERVICES at all stages of its execution in order to confirm that such requirements are being satisfied.

Any failure by CONTRACTOR to satisfy his contractual obligations shall be at his sole risk, cost and expense. Neither actions nor omissions of COMPANY, its inspecting authorities or certifying agencies, shall relieve CONTRACTOR of any of his obligations and liabilities under the CONTRACT or at law or imply acceptance of defective SERVICES.

CONTRACTOR shall neither represent COMPANY nor act for or on its behalf nor in its name without prior approval and then to the extent specifically agreed. Relations with COMPANY CONTRACTORS and third parties shall be subject to procedures previously agreed to by COMPANY. No employee, servant or agent of CONTRACTOR shall be deemed in any way to be an employee, servant or agent of COMPANY.

If CONTRACTOR is an association of companies, all such companies will execute the CONTRACT and will be jointly and severally liable under the CONTRACT; however without prejudice to the principle of joint and several liability, CONTRACTOR hereby irrevocably nominates for the duration of the CONTRACT **BOLLORÉ AFRICA LOGISTICS SAS** as his sole agent with full power to represent CONTRACTOR for all matters, to act on his behalf and to settle any claim. Said agent will be single point of contact of COMPANY and will verify, endorse and present all association members' invoices.

ARTICLE 2 CONDITIONS OF PERFORMANCE OF THE SERVICES

2.1 COMPLIANCE WITH THE CONTRACT REQUIREMENTS

CONTRACTOR shall:

- a) Perform the SERVICES in accordance with the CONTRACT, COMPANY's clarifications and schedule program as defined in Exhibit D, and GOOD OIL AND GAS FIELD PRACTICE. Where different standards of performance are specified, the higher standard shall apply.
- b) Remain solely responsible for complying with all his obligations under the CONTRACT, notwithstanding the action(s) and/or omission(s) of other PERSONS or PARTIES such as:
 - (i) The issuance of any certificate by COMPANY and/or any certifying authority;
 - (ii) The inspection by any PERSON;
 - (iii) Any comment whatsoever or absence of comment by COMPANY;
 - (iv) The presence or absence of any COMPANY REPRESENTATIVE during the performance of any operation such as tests or inspections; and/or
 - (v) Any payment made by COMPANY.
- c) Ensure that SUBCONTRACTORS and CONTRACTOR's PERSONNEL are bound by, and comply with the above obligations.

No such act (s) or omission(s) as stated above shall imply acceptance by COMPANY of defective performance of the SERVICES, and CONTRACTOR shall promptly and at its own costs and risk remove, replace, repair and/or reperform (as adequate in the opinion of COMPANY for the performance of the SERVICES) any piece of CONTRACTOR EQUIPMENT or element of the SERVICES which fails to meet the requirements of the CONTRACT.

2.2 CONFIDENTIALITY

- 2.2.1 CONTRACTOR acknowledges the importance of keeping information and data related to the performance of the SERVICES confidential, including after the ACTUAL COMPLETION DATE or termination of the CONTRACT. CONTRACTOR agrees not to disclose, make available or use directly or indirectly information and data obtained from COMPANY or otherwise in connection with the performance of the SERVICES or the activities of COMPANY GROUP and/or COMPANY's other contractors without COMPANY's prior consent.
- 2.2.2 The non-disclosure obligation under this sub-Article 2.2 shall not apply to information and data which, as evidenced by CONTRACTOR:
 - a) are already in the public domain at the time of disclosure through no fault of CONTRACTOR;
 - b) are required to be disclosed under APPLICABLE LAWS or by a governmental order, decree, regulation or rule (provided CONTRACTOR shall give notice to COMPANY prior to such disclosure).
- 2.2.3 CONTRACTOR undertakes not to use or disclose to CONTRACTOR's PERSONNEL the above-mentioned information and data, except as needed for the performance of the SERVICES.

CONTRACTOR shall ensure that the recipients of such information and data are bound by an undertaking of confidentiality no less stringent than those set out in this sub-Article 2.2.

- 2.2.4 CONTRACTOR shall be liable for any disclosure of the above-mentioned information and data by CONTRACTOR's PERSONNEL.
- 2.2.5 A breach of CONTRACTOR's obligations under this sub-Article 2.2 shall be considered as a material breach and will entitle COMPANY, without prejudice to any of its rights under the CONTRACT or at law, to terminate the CONTRACT pursuant to ARTICLE 7.

2.3 COMPANY'S INSTRUCTIONS AND POWERS

Subject to the provisions of sub-Article 1.2.1, COMPANY shall have the right to instruct CONTRACTOR as to the results which it wishes to obtain from the performance of the SERVICES and to inspect the performance of the SERVICES at all stages of its execution in order to ascertain that these results are being obtained and that the SERVICES are being carried out in accordance with the CONTRACT.

COMPANY and/or COMPANY REPRESENTATIVE may from time to time by notice in writing to CONTRACTOR delegate to EPcmC CONTRACTOR such of its powers and authority under or in connection with CONTRACT (including the power to issue instructions and/or approvals) as may be specified in such notice, subject to any conditions or restrictions on such delegation as may be specified therein. CONTRACTOR shall be bound to act in accordance with such delegated power and authority as if exercised directly by COMPANY and/or COMPANY REPRESENTATIVE.

2.4 DURATION

2.4.1 EFFECTIVE DATE

The CONTRACT shall come into force on the date of its signature by all PARTIES which shall be the EFFECTIVE DATE.

It shall continue in force until all the obligations hereunder of the PARTIES have been fulfilled.

2.4.2 COMMENCEMENT DATE

COMMENCEMENT DATE shall not be earlier than one (1) month from the EFFECTIVE DATE and not later than four (4) months from the EFFECTIVE DATE.

From the EFFECTIVE DATE, COMPANY shall notify CONTRACTOR fifteen (15) days in advance of the COMMENCEMENT DATE which shall be within the above period.

2.4.3 Initial OPERATIONAL PERIOD

The initial OPERATIONAL PERIOD shall be of 2 years from the EFFECTIVE DATE, subject to sub-Article 2.4.4.

2.4.4 Right to extend

COMPANY shall have the right to extend the initial OPERATIONAL PERIOD for two (2) additional periods of one (1) year each.

The right to extend shall be subject to a written notice given by COMPANY to CONTRACTOR not less than ninety (90) days before the expiry of the then current operational period, taking into account the following paragraph.

However, CONTRACTOR accepts that the initial OPERATIONAL PERIOD or any extension thereof shall always be extended to the date of actual completion of any SERVICES which CONTRACTOR is obliged to perform and which have been instructed by COMPANY or commenced prior to end of the otherwise applicable OPERATIONAL PERIOD.

2.5 TRANSPORTATION

Without affecting any other provision in this CONTRACT, CONTRACTOR shall make all the necessary arrangements to provide and shall bear all the costs and expenses for the transportation, storage, support and accommodation of CONTRACTOR EQUIPMENT and

2.6 ADDITIONAL SERVICES AND SUPPLIES

For the performance of varied or additional SERVICES, CONTRACTOR shall provide, at COMPANY's request, additional personnel, equipment, materials, supplies and/or services, as may be required, under the conditions of sub-Article 4.2.

2.7 "TOTAL" PRODUCTS

As far as legally permissible, CONTRACTOR GROUP shall use fuel, greases, lubricants, paints and chemical products marketed by companies of the "TOTAL" entities subject to such products:

- being available;
- meeting the CONTRACTOR EQUIPMENT manufacturers' specifications; and
- having a competitive price.

2.8 CONTRACTOR WEEKLY AND MONTHLY REPORTS

CONTRACTOR shall provide weekly and monthly reports to COMPANY according to Exhibit H, with the following Key Performance Indicators, which will include, but not be limited to:

- a) volume:
 - (i) tonnage for the Break Bulk transport (tubes)
 - (ii) number of TEUs (Twenty foot Equivalent Unit) for other sea transport
 - (iii) tonnage for air transport
- b) lead time from pick-up of GOODS from supplier premises to destination delivery point
- c) total invoiced amount for the period
- d) number of Import / Export customs files

2.9 DOCUMENTATION – QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC)

Prior to the ACTUAL COMMENCEMENT DATE:

- CONTRACTOR shall provide COMPANY with the documentation referenced in Exhibit K.
- CONTRACTOR shall have an established Quality Management System which shall cover all activities related to the performance of the SERVICES.
- CONTRACTOR's Quality Management System shall comply with the requirements specified in Exhibit G.

2.10 CONTRACTOR'S PERSONNEL

- a) CONTRACTOR's PERSONNEL shall be competent, appropriately trained, skilled, experienced and in sufficient number with respect to a normal and efficient performance of the SERVICES or as set forth in the CONTRACT. CONTRACTOR shall maintain records and certificates of all such training and shall provide them to COMPANY upon its request.
- b) CONTRACTOR's PERSONNEL shall, within their field of specialisation, cooperate with COMPANY's PERSONNEL and COMPANY's other contractors so as to secure optimal working efficiency.

CONTRACTOR shall organise CONTRACTOR's PERSONNEL teams so that no language problems arise between and among CONTRACTOR's PERSONNEL and COMPANY's PERSONNEL.

permanent senior staff of CONTRACTOR and be fully qualified and for their position. CONTRACTOR shall submit the names and resumes of proposed CONTRACTOR KEY PERSONNEL for prior approval by COMPANY, such approval not be unreasonably withheld. No CONTRACTOR KEY PERSONNEL shall be changed except (i) for similarly qualified PERSONNEL and (ii) for a duly justified and significant reason, such as serious illness or personal and bodily injury, final resignation or other significant career move. CONTRACTOR shall submit the names and resumes of proposed substitute CONTRACTOR KEY PERSONNEL for prior approval by COMPANY, such approval not to be unreasonably withheld.

Without prejudice to any other CONTRACT provisions (including those set out elsewhere for Liquidated Damages), if CONTRACTOR substitutes Key Personnel in violation of the paragraph above, CONTRACTOR hereby accepts to pay to COMPANY, or COMPANY shall deduct from amounts payable to CONTRACTOR pursuant to the CONTRACT, Liquidated Damages as set out in Exhibit C.

2.10.2 Dangerous goods training

CONTRACTOR shall insure that IATA (International Air Transport Association) qualifying trainings are performed by an international well-known training PERSON, acceptable to COMPANY, for those CONTRACTOR GROUP's PERSONNEL dealing with DGD (Dangerous Goods Declaration) in relation to their field and position. Certificates shall be available, upon request, to COMPANY.

2.10.3 Replacement of CONTRACTOR's PERSONNEL

In the event of default, shortcoming, illness, injury, professional inadequacy, serious misconduct or error, negligence, or non-compliance with discipline or safety regulations by any of CONTRACTOR's PERSONNEL, CONTRACTOR shall promptly replace at his own expense, whether requested by COMPANY or not, such CONTRACTOR's PERSONNEL.

The same provision shall apply when the behaviour of any of CONTRACTOR's PERSONNEL jeopardises the relations between COMPANY and GOVERNMENT.

2.11 LOCAL RESOURCES

CONTRACTOR shall endeavour to use local resources as per Exhibit F, as far as compatible with the performance of the SERVICES and provided that prices (including transportation and tax), quality and delivery conditions offered to CONTRACTOR remain competitive.

2.12 IMPORT – EXPORT / RE-EXPORT

- a) CONTRACTOR shall be fully responsible for any and all customs clearance operations, whether from the country of shipment, into the country of delivery or in relation to any transshipment.
- b) CONTRACTOR shall comply with all applicable customs requirements and procedures to obtain customs clearance for the importation, exportation or re-exportation fees and other similar import or export/re-export charges imposed on any CONTRACTOR EQUIPMENT.
- c) With respect to such procedures CONTRACTOR shall under his own responsibility, prepare, issue and submit the documents required in due time to Customs Authorities and/or to COMPANY, as the latter may so instruct.
- d) CONTRACTOR shall defend, indemnify and hold COMPANY GROUP harmless from the consequences of any error or omission in documents prepared and/or submitted by CONTRACTOR resulting in failure of Customs Authorities to provide timely authorisations.

2.13 COOPERATION AND COORDINATION

CONTRACTOR shall co-operate with the COMPANY and any THIRD PARTY appointed by the COMPANY in order to assist the performance of the SERVICES and the PROJECT as defined in Exhibit J.

ARTICLE 3 HEALTH, SAFETY, SOCIAL (LOCAL COMMUNITY), SECURITY AND ENVIRONMENT, AND LOCAL / NATIONAL CONTENT

3.1 GENERAL

In conducting the SERVICES, CONTRACTOR shall at his own cost take, and shall cause SUBCONTRACTORS to take, the appropriate precautions and measures to safeguard the health of the people that may be affected by the SERVICES, ensure high safety and security levels in conducting operations and avoid or mitigate negative impacts of the SERVICES on the environment and the LOCAL COMMUNITIES and take all appropriate measures to protect the GOODS and COMPANY's PERSONNEL at CONTRACTOR's LOCATIONS.

CONTRACTOR shall in particular set up and implement adequate organisation, plans and procedures, to ensure that CONTRACTOR and SUBCONTRACTORS will conduct the SERVICES (and hereby guarantees that the SERVICES and all other activities of CONTRACTOR GROUP under the CONTRACT will be carried out) in compliance with:

- APPLICABLE LAWS relating to HSE, including by obtaining any required permits, certifications or authorisations, prior to conducting the relevant part of the SERVICES,
- HSE standards that would be expected in accordance with GOOD OIL AND GAS FIELD PRACTICE,
- HSE requirements set out in this ARTICLE 3 and further specified in Exhibit E, and
- any HSE BRIDGING DOCUMENT set up by COMPANY and CONTRACTOR.

Should CONTRACTOR identify any discrepancy in or between the HSE requirements set out in the regulations, norms and documents described above, CONTRACTOR shall notify such discrepancies to COMPANY and, except if otherwise instructed by COMPANY, shall apply the most stringent HSE provisions or rule.

CONTRACTOR shall also comply and ensure compliance by SUBCONTRACTORS with all reasonable and lawful health, safety, social and environment compliance requires of any COMPANY CONTRACTORS where and to the extent that the performance of the SERVICES requires CONTRACTOR and/or SUBCONTRACTORS to be present in LOCATIONS under the ownership, care and control or legal responsibility of such COMPANY CONTRACTORS.

CONTRACTOR shall be liable for and shall defend, indemnify and hold COMPANY GROUP harmless from and against all fines and penalties and all other consequences harmful to COMPANY GROUP resulting from a breach of this sub-Article 3.1 by CONTRACTOR GROUP.

3.1.1 No release

Unless otherwise expressly set out in the CONTRACT, CONTRACTOR is not released from any liability or obligation under the CONTRACT or at law by any audit, inspection, review, acknowledgment or approval, conducted by COMPANY, inspecting authorities or certifying agencies.

3.1.2 Remedies

Failure by CONTRACTOR GROUP to comply with any HSE requirement under the CONTRACT will entitle COMPANY, without prejudice to any other remedies under the CONTRACT or at law after giving notice to CONTRACTOR at its absolute discretion, the right

- perform, or cause a third party to perform, the actions necessary to comply with such requirements at CONTRACTOR's own cost and expense, and/or
- suspend any payment by COMPANY under sub-Article 4.7 with immediate effect.
- to terminate the CONTRACT pursuant to the provisions of Article 7

3.2 CONTRACTOR'S MANAGEMENT RESPONSIBILITIES

CONTRACTOR shall demonstrate that CONTRACTOR's HSE MS complies with the HSE requirements of the CONTRACT.

CONTRACTOR shall implement such CONTRACTOR's HSE MS prior to starting the SERVICES.

CONTRACTOR shall provide evidence of a functional organisation and appropriate resources to correctly implement his HSE MS.

CONTRACTOR shall appoint an HSE representative, who shall not be CONTRACTOR REPRESENTATIVE and whose duties will be to manage the interfaces with SUBCONTRACTORS.

CONTRACTOR shall ensure that CONTRACTOR's PERSONNEL involved in the performance of the SERVICES is fully aware of his role and duties with respect to CONTRACTOR's HSE policy, CONTRACT's HSE objectives and of the requirements of CONTRACTOR's HSE MS.

CONTRACTOR shall ensure at his own cost and expense, at any LOCATION, the health and safety of any individual involved in the performance of the SERVICES.

CONTRACTOR shall adopt a constructive attitude based on open dialogue with THIRD PARTIES and pay due regard to LOCAL COMMUNITIES.

3.3 CONTRACTOR'S OPERATIONAL RESPONSIBILITIES

CONTRACTOR shall set up and implement procedures to ensure that the performance of the SERVICES complies with the HSE requirements of the CONTRACT.

Without limiting the generality of the above, CONTRACTOR's obligations at all LOCATIONS include:

- the responsibility for the implementation of a HSE monitoring and reporting system;
- ensuring that each of CONTRACTOR's PERSONNEL at its own particular level is fully aware of and can manage the risks pertaining to its specific activity and to the activity of its team.

3.3.1 Packing and cargo handling

- a) In performing the SERVICES, CONTRACTOR shall carry all lawful cargos, as designated by COMPANY, including explosives and dangerous cargos, provided that the latter have been packed in accordance with the relevant regulations (i.e. IATA or IMO regulations for air freight and sea freight respectively, and all regulations for road transport).
- b) Whether or not bills of lading are issued, CONTRACTOR undertakes to keep strict account of all cargo loaded and discharged.

Subject to APPLICABLE LAWS, COMPANY may ship any type of dangerous goods in accordance with dangerous class from 1 to 9.

CONTRACTOR shall ensure that the SERVICES, including loading and discharging cargo, are performed promptly when required by COMPANY and shall supervise such operations even when performed by SUBCONTRACTORS.

CONTRACTOR is responsible for the continuity of the performance of the SERVICES

- c) CONTRACTOR shall comply with all international regulations, COMPANY's specifications and all applicable transport, packing and labelling regulations associated with both cargos handling/lifting CONTRACTOR EQUIPMENT and means of shipment.

3.3.2 Warehousing

CONTRACTOR shall ensure that good warehousing is maintained at all times in CONTRACTOR's facilities and in respect of the performance of the SERVICES as per Exhibit A.

3.4 **RISK EVALUATION AND MANAGEMENT**

Before the COMMENCEMENT DATE, CONTRACTOR shall prepare and submit to COMPANY for approval the CONTRACTOR HSE PLAN regarding the specific risks associated with the performance of the SERVICES.

CONTRACTOR shall:

- take all necessary measures and conduct the SERVICES in such a manner to reduce the probability of risks,
- perform formal and documented task risk assessments prior to initiating potentially hazardous activities,
- inform COMPANY by the fastest method available of any signs which might indicate a dangerous situation for the personnel involved in the performance of the SERVICES, the environment, the CONTRACTOR EQUIPMENT and the GOODS, and shall take immediately all measures consistent with GOOD OIL AND GAS FIELD PRACTICE and/or in accordance with APPLICABLE LAWS, and
- implement an action plan in a timely manner in order to correct any identified HSE deficiencies.

3.5 **RESPECT FOR THE ENVIRONMENT**

COMPANY places and requires that CONTRACTOR place the highest importance and priority on protection of the environment within all levels of his organisation during the performance of the SERVICES.

3.5.1 ENVIRONMENTAL MANAGEMENT PLAN

Prior to the COMMENCEMENT DATE, CONTRACTOR shall develop and implement an ENVIRONMENTAL MANAGEMENT PLAN to manage the environmental impacts and risks, including as a minimum, a WASTE MANAGEMENT PLAN and a CONTRACTOR EMERGENCY RESPONSE PLAN to prevent and provide an effective response to any accidental pollution from the SERVICES.

3.5.2 Monitoring and Reporting

CONTRACTOR shall regularly monitor, record and report to COMPANY any significant factor affecting the environmental impact of the SERVICES and/or operations.

CONTRACTOR shall immediately notify COMPANY of any accidental polluting discharges in the environment.

3.5.3 End of Activities

Upon completion of the SERVICES, CONTRACTOR shall promptly remove at his own cost and expense, before vacating the LOCATION(S), any surplus of materials or equipment, temporary facilities and/or constructions, material storage or waste resulting from the performance of the SERVICES and conduct additional actions as agreed upon between the PARTIES and/or as further described in others provisions in Exhibit E.

3.6 RESPECT FOR THE LOCAL AND NATIONAL CONTENT

COMPANY places and requires that CONTRACTOR place the highest importance and priority on protection of the local/national content within all levels of his organisation during the performance of the SERVICES as per Exhibit F.

3.7 RESPECT FOR THE LOCAL COMMUNITIES

CONTRACTOR shall respect at all times the LOCAL COMMUNITY's environment, society and culture.

CONTRACTOR shall record and report to COMPANY in a timely and effective manner any grievance made by the LOCAL COMMUNITY related to any impact or incident during the performance of the SERVICES. CONTRACTOR and COMPANY shall agree on any appropriate measures to be taken to address such grievances.

3.8 SAFEGUARDING OF HEALTH

COMPANY places and requires CONTRACTOR to place the highest importance and priority on health within all levels of his organisation during performance of the SERVICES. CONTRACTOR shall systematically perform risk assessments and controls in order to take appropriate corrective action in any CONTRACTOR's LOCATION.

3.8.1 Medical Fitness

CONTRACTOR shall have a medical fitness control policy and shall be responsible for its implementation. CONTRACTOR shall perform all relevant assessments to ensure that CONTRACTOR PERSONNEL involved in the SERVICES are medically fit for the job to which they are assigned.

3.8.2 Medical Support and Communication

CONTRACTOR shall be responsible for providing medical services, first aid facilities and medical evacuation for all CONTRACTOR's PERSONNEL for the performance of the SERVICES.

3.8.3 Toxic Substances and Hazardous Materials

CONTRACTOR shall develop, maintain and ensure the proper implementation of procedures for the inventory, handling, transportation and storage of any substance or material considered as toxic or hazardous to health under the relevant regulations.

3.8.4 Personal Protective Equipment ("PPE")

CONTRACTOR shall implement an effective PPE management plan within CONTRACTOR and SUBCONTRACTORS.

CONTRACTOR shall provide appropriate PPE to CONTRACTOR's PERSONNEL involved in the SERVICES at the LOCATIONS, and enforce operating practices necessary to avoid any harmful exposure during the performance of the SERVICES.

3.8.5 Hygiene Risk Assessment

CONTRACTOR shall perform a hygiene risk assessment of the tasks to which CONTRACTOR's PERSONNEL are assigned, so as to ensure that occupational health hazards (chemical, physical, biological and ergonomic) related to the tasks to be performed are identified and preventive measures are taken and implemented.

CONTRACTOR's hygiene risk assessment file or any hygiene risk information relating to the performance of the SERVICES by CONTRACTOR and SUBCONTRACTORS shall be made available to COMPANY upon request.

CONTRACTOR shall ensure that working hours, the duration of the rotation period and the ergonomic conditions comply with APPLICABLE LAWS and do not increase any occupational risk.

3.8.7 Alcohol, Drugs and Smoking

CONTRACTOR has adopted or shall adopt his own policy on the prohibition of alcohol, drugs and smoking which shall as a minimum satisfy the prerequisites set forth in COMPANY's safety policy on alcohol, drugs and smoking as set out in Exhibit E. This policy shall apply to all CONTRACTOR's PERSONNEL.

3.8.8 Driving and Transportation

CONTRACTOR has adopted or shall adopt his own driving policy which shall as a minimum satisfy the prerequisites set forth in COMPANY's driving safety policy as set out in Exhibit E. CONTRACTOR's driving policy shall be communicated to all CONTRACTOR PERSONNEL.

3.9 SUBCONTRACTORS

When evaluating and selecting SUBCONTRACTORS, CONTRACTOR shall:

- without prejudice to sub-Article 1.7, take into account the ability of the potential SUBCONTRACTORS to comply with the HSE requirements of the CONTRACT and manage the risks inherent to their activities on LOCATIONS,
- comply with APPLICABLE LAWS relating to procurement for the selection of local suppliers.

CONTRACTOR shall ensure that HSE responsibilities of SUBCONTRACTORS are to be clearly incorporated in the corresponding subcontracts.

CONTRACTOR shall ensure that SUBCONTRACTORS comply with any HSE requirements under the CONTRACT and has an efficient HSE Management System compatible with COMPANY's HSE MS and CONTRACTOR HSE MS.

CONTRACTOR shall be responsible for monitoring SUBCONTRACTORS' compliance with the HSE requirements of the CONTRACT and shall have an evaluation system to ensure that the CONTRACTOR EQUIPMENT complies with the HSE requirements of the CONTRACT.

CONTRACTOR shall develop and maintain a local suppliers and procurement procedure which will comply with APPLICABLE LAWS and the CONTRACT requirements.

3.10 COMPETENCE AND TRAINING

CONTRACTOR shall ensure that CONTRACTOR's PERSONNEL have the appropriate certificates verifying satisfactory completion of HSE training and possess the required skills and proficiency in HSE.

CONTRACTOR shall conduct training on HSE awareness for CONTRACTOR's PERSONNEL and ensure that such training is continuously maintained and improved during performance of the SERVICES. The training plan shall be in place before the COMMENCEMENT DATE, and updated as per CONTRACTOR's HSE PLAN.

CONTRACTOR shall ensure that CONTRACTOR's PERSONNEL performing the SERVICES are trained in the use of personal protective clothing and emergency equipment.

3.11 EMERGENCY PREPAREDNESS

CONTRACTOR's PERSONNEL shall participate in any emergency drills organised during the performance of the SERVICES at LOCATIONS.

CONTRACTOR's PERSONNEL who may be involved in the management of a crisis shall be fully aware of their role.

3.12 INCIDENTS ANALYSIS

CONTRACTOR shall have an incident management system in place to identify, report, analyse and correct unsafe acts or conditions at any LOCATION.

CONTRACTOR shall immediately notify COMPANY of any incident, accident, near miss and other dangerous occurrences during the performance of the SERVICES, resulting in or having the potential to cause personnel injury or death, properties damage or loss;

3.13 HSE AUDITS AND INSPECTIONS

CONTRACTOR shall periodically assess his H3SE policy, H3SE MS implementation and performance during CONTRACTOR's audits, inspections and internal reviews by COMPANY, and ascertain the CONTRACTOR and SUBCONTRACTORS compliance with the HSE requirements of the CONTRACT and CONTRACTOR obligations under article 3.1 General.

CONTRACTOR shall ensure that the CONTRACTOR EQUIPMENT has been inspected and certified as required under the CONTRACT.

COMPANY and its representatives shall be entitled to inspect CONTRACTOR LOCATIONS (including the CONTRACTOR's premises) at reasonable times and audit SERVICES records to ascertain the compliance of CONTRACTOR and SUBCONTRACTORS with the HSE requirements of the CONTRACT. CONTRACTOR agrees to cooperate fully in such audit, including by making his books and records available to COMPANY or its representative and by answering any questions that COMPANY may raise relating to CONTRACTOR's performance of his HSE obligations under the CONTRACT.

3.14 SECURITY

At all times during the performance of the SERVICES, CONTRACTOR shall take all necessary precautionary measures and conduct all activities under the CONTRACT so as to shall minimise the risk of loss, theft, sabotage, damage by vandalism or otherwise howsoever to any property.

COMPANY and CONTRACTOR intend to implement, at any LOCATION, the protection measures against potential threats to the personnel working in such LOCATION and the physical assets located therein. Such measures shall be the most appropriate in the circumstances and consistent with APPLICABLE LAWS and the following international standards:

- The Universal Declaration of Human Rights of the United Nations (UN),
- The Voluntary Principles on Security and Human Rights,
- The UN code of conduct for Law Enforcement Officials, and
- The UN Principles on the use of force and firearms.

More information on these standards are provided in Exhibit E.

The protection measures to be implemented by CONTRACTOR or COMPANY are detailed in Section 15.3 of Exhibit E. CONTRACTOR's compliance with such measures shall not relieve CONTRACTOR from his responsibility to maintain proper security, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake any action reasonably requested by COMPANY to establish and maintain secure conditions at CONTRACTOR's LOCATIONS.

CONTRACTOR shall report promptly to COMPANY any incident with respect to security matters on the CONTRACTOR's LOCATIONS including all losses, thefts, vandalism.

ARTICLE 4 FINANCIAL CONDITIONS

In full consideration of the performance of the SERVICES, COMPANY shall pay CONTRACTOR the

Such rates and fees shall also be deemed fully inclusive of all CONTRACTOR's costs, it being understood that CONTRACTOR has obtained all information and taken into account of the terms of this CONTRACT, and all other circumstances which may affect any of its costs and expenses, before agreeing to the rates and fees listed in Exhibit C.

4.1 OPERATIONAL RATES AND LUMP-SUM FEES

- a) COMPANY shall pay CONTRACTOR the amounts due and calculated according to the applicable rates and lump sums defined in Exhibit C.
- b) All rates or lump sum shall be fixed and firm during the first year of the CONTRACT and not subject to any revision, escalation or any other adjustment, including due to change in input costs or exchange rates. For the next year(s) of the CONTRACT, the rates may be revised as described in Exhibit C.
- c) The CONTRACT price shall be inclusive of any and all profits, margins, costs and expenses associated to the CONTRACT, including costs and expenses incurred in PERSONNEL, CONTRACTOR EQUIPMENT, supplies, supervision, overhead, government fees, licences and income or profit tax unless otherwise expressly specified in Exhibit C.

4.2 REIMBURSABLE CHARGES

CONTRACTOR shall be reimbursed, as described in Exhibit C, for products, consumables and the like, purchased by CONTRACTOR at COMPANY's request and for other reimbursable costs described in Exhibit C, all upon presentation of invoices and satisfactory supporting documents.

4.3 ADDITIONAL SERVICES CHARGES

Charges for additional or varied SERVICES shall be determined in accordance with Exhibit C.

4.4 TAXES

- a) CONTRACTOR shall pay and accept sole liability for all taxes, imposts and dues of any kind, which may be assessed or levied by whatsoever authorities on CONTRACTOR and on his SUBCONTRACTORS and on CONTRACTOR's PERSONNEL in any country because of the signature or the performance of the CONTRACT, (hereafter referred to as TAXES), including any which COMPANY may be obligated to withhold from its payments to CONTRACTOR in accordance with APPLICABLE LAWS. If any Withholding Tax applies, COMPANY shall make available to CONTRACTOR appropriate tax receipts within a three (3) month period from withholding, or within the period required by APPLICABLE LAWS .
- b) CONTRACTOR shall defend, indemnify and hold COMPANY GROUP harmless against any and all CLAIM regarding the aforesaid TAXES and shall reimburse promptly to COMPANY any sum which the latter may have to pay as a result of any default of CONTRACTOR GROUP.
- c) CONTRACTOR represents that he has taken into account in establishing the rates and fees set out in the CONTRACT, all TAXES for which he is liable in accordance with this sub-Article 4.4.
- d) i) Subject to the exceptions set out in sub-Article 4.4.d) ii), COMPANY shall compensate CONTRACTOR in respect of a substantial overall increase, if any, in the cost of performing the SERVICES which shall arise out of any new law and/or regulation, or amendment or change in interpretation documented by the relevant local authorities to any existing law or regulation, of the Government of the country in which the LOCATION is located, enacted and coming into effect after the EFFECTIVE DATE provided such

CONTRACTOR shall have requested COMPANY's opinion prior to making any related commitment. Any substantial decrease arising from such circumstances shall conversely result in a corresponding decrease in the CONTRACT PRICE. An overall increase or decrease of ten percent (10%) or less shall not be considered as substantial.

ii) However, CONTRACTOR shall bear the effects of:

- any changes in taxes assessed against profits, dividends, corporate income, personal income of employees,
- any changes in customs duties on the personal effects of employees,
- any fluctuations or decisions of any authority regarding exchange rates, as well as any expenses (including taxes) resulting from sub-contracting and expenses resulting from any SUPPLIER decision in contradiction with COMPANY's opinion as per sub-Article 4.4.d)i).

4.5 DEED OF CORPORATE GUARANTEE

4.5.1 Guarantee to be procured

CONTRACTOR must provide COMPANY within fourteen (14) days from the EFFECTIVE DATE and thereafter maintain a corporate guarantee to guarantee the due performance of CONTRACTOR's obligations under the CONTRACT.

4.5.2 Deed of Corporate Guarantee

CONTRACTOR must provide COMPANY with a corporate guarantee issued by the guarantor of CONTRACTOR in the form set out in Annex 1 .

If CONTRACTOR fails to provide a satisfactory corporate guarantee as specified in Annex 1, then COMPANY is not obliged to make any payments to CONTRACTOR until CONTRACTOR has provided such satisfactory corporate guarantee and has the right at any time, without prior notification and without any liability whatsoever, to suspend the performance of the SERVICES or to terminate the CONTRACT under the provisions of sub-Article 7.1.2 and 7.1.4.

If, at any time and for any reason, it is established that the corporate guarantee is not enforceable or if its effectiveness has been substantially altered in any way, then COMPANY is entitled to suspend any payments to CONTRACTOR until CONTRACTOR has provided COMPANY with a new and satisfactory guarantee from any CONTRACTOR's AFFILIATE with sufficient financial standing and operational capacity (material means and personnel) to guarantee the performance of CONTRACTOR's obligations under the CONTRACT.

4.5.3 Demands

CONTRACTOR waives any right which he may have to obtain an injunction or any other remedy or right against any party in respect of COMPANY having recourse to the deed of corporate guarantee.

4.6 LIQUIDATED DAMAGES

Without prejudice to any other right(s) COMPANY may have under the CONTRACT or at law, in case of delay in performing the SERVICES as stipulated in the CONTRACT, CONTRACTOR shall be liable to the payment of liquidated damages as specified in the Exhibit C.

The PARTIES agree that such payment constitutes a genuine and legitimate pre-estimate of the loss sustained and not a penalty.

Once the maximum cumulative liquidated damages stipulated in Exhibit C is reached, COMPANY shall be entitled to terminate the CONTRACT pursuant to provisions of sub-Article 7.1.4.

In case of such termination, COMPANY shall be entitled to enter into a contract with another contractor, and the cost difference, if any, shall be charged to the CONTRACTOR.

4.7 INVOICING AND PAYMENT

- a) Subject to the preview/check of draft invoices reference para 6.5.2 of EXHIBIT J and EXHIBIT C provisions, CONTRACTOR shall invoice within fifteen (15) days following the final delivery to site, in duplicate (one copy marked ORIGINAL). Each door to door shipment shall be invoiced separately. All the invoices shall include:
 - o A copy of pre-alert with correspondent pro-forma invoice;
 - o All shipping documents;
 - o Rate calculation details;
 - o All the justifications of payments if any.
- b) All invoices (hard copy only) shall be supported by documents duly approved by COMPANY REPRESENTATIVE.
- c) Invoices shall make reference to the CONTRACT number EPC-21-C-004 and title and shall be paid in the currency designated in Exhibit C.
- d) CONTRACTOR shall send separate invoices for, rates, reimbursable charges, amounts and etc.
- e) Invoices for reimbursements of local purchases and additional services shall be rendered and paid in the currency originally paid by CONTRACTOR unless otherwise mutually agreed.
- f) Should any conversion of currencies be required the basis for such conversions shall be the exchange rates indicated by the Banque de France applicable to the last business day of the month in which SERVICES were performed.
- g) Invoices shall be sent to the following addresses, as applicable, according to the location of the SERVICES performed and to the provisions of EXHIBIT C:

EAST AFRICAN CRUDE OIL PIPELINE (EACOP) LTD Tanzania Branch

Branch office registered in Tanzania under no. 145241472 and having its registered office at 429 Mahando Street, Block D PO Box 38568, Dar Es Salaam, Tanzania.

To be sent in electronic pdf format to the following email address:

- eacop-tz.acc-dpt@eacop.com for Tanzania Branch
- henri.bokilo@totalenergies.com

EAST AFRICAN CRUDE OIL PIPELINE (EACOP) LTD Uganda Branch

Branch office registered in Uganda under no. 80020002741989 and having its registered office at Court View Towers, Plot 21 Yusuf Lule Road, P.O Box 34867, Kampala, Uganda, TIN number 1019027017

To be sent in electronic pdf format to the following email address:

- eacop-ug.acc-dpt@eacop.com for Uganda Branch
- henri.bokilo@totalenergies.com

- h) If COMPANY disputes an item invoiced, COMPANY shall return this invoice to CONTRACTOR specifying in writing the reasons for its rejection. CONTRACTOR may then send back:
 - a revised invoice corrected to the satisfaction of COMPANY, or
 - an invoice covering the non-disputed amounts. Any outstanding disputed amount shall be invoiced, if applicable, after settlement of the underlying dispute.
- i) Payment of CONTRACTOR's invoices shall be made by bank transfer to the address and account number mentioned on CONTRACTOR's invoices.

issuance shall occur in accordance with the payment schedule provided for in the CONTRACT or, if not so provided, after completion of the performance of the SERVICES pursuant to the CONTRACT.

- k) The payment of invoices shall in no way prejudice the right of COMPANY to contest, in writing, any irregular charge paid. Any such claim, if accepted as valid, shall become the object of an excess reimbursement by CONTRACTOR.

4.8 Any undisputed invoice due and payable by COMPANY to CONTRACTOR under the CONTRACT which is not paid until after the expiry of the time for payment (the due date) specified in the present Article shall bear interest thereon from the due date until the date of transfer of such amount from COMPANY's bank, calculated at the average rate (for the period of delayed payment) of the three (3) months US Dollar London InterBank Offered Rate (as published by the British Bankers Association) plus one percent (1%).

4.9 ACCOUNTING AND AUDITS

- a) Payments made by COMPANY shall not be construed as a waiver of COMPANY's right to object to any paid invoices.
- b) CONTRACTOR shall safely keep and cause SUBCONTRACTORS to keep in accordance with generally accepted accounting practice, accurate detailed records and accounts pertaining to the performance of the SERVICES, including CONTRACTOR's PERSONNEL records, correspondence, receipts, vouchers, memoranda, computerised data and such other information necessary for an accurate audit and verification of any reimbursable costs, for the duration of the CONTRACT and for a period of two (2) years following the ACTUAL COMPLETION DATE or the date on which the CONTRACT has been terminated pursuant to the provisions of ARTICLE 7 whichever occurs first.
- c) COMPANY shall have the right during such period to audit (or have audited) and to copy any records and accounts for verification of any sum payable under the CONTRACT.

ARTICLE 5 LIABILITIES

5.1 **LIABILITIES BETWEEN THE PARTIES**

5.1.1 Property

- a) CONTRACTOR waives all rights of recourse against and shall defend, indemnify and hold harmless COMPANY GROUP from and against any CLAIM in respect of loss of or damage (including removal of debris) to CONTRACTOR EQUIPMENT, whether owned, leased or rented.
- b) COMPANY waives all rights of recourse against and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any CLAIM in respect of loss of or damage (including removal of debris) to the COMPANY GROUP's property and equipment other than the GOODS, whether owned, leased or rented.

5.1.2 GOODS

CONTRACTOR shall be liable for any loss of or damage to GOODS during the performance of SERVICES.

5.1.3 PERSONNEL

- a) CONTRACTOR waives all rights of recourse against and shall defend, indemnify and hold harmless COMPANY GROUP from and against any CLAIM in respect of bodily injury, death, sickness, disease of any CONTRACTOR's PERSONNEL or loss of or damage to their property.
- b) COMPANY waives all rights of recourse against and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against any CLAIM in respect of bodily injury, death, sickness, disease of any COMPANY's PERSONNEL or loss of or damage to their property.

5.1.4 **LIMITATION OF LIABILITIES**

- a) CONTRACTOR's aggregate liability is limited to :
 - USD nineteen (19) million per period of one (1) year.
 - USD four point seven five (4.75) million per event
 - For this purpose a period of one (1) year will be defined as follows:
 - Period 1 is 0-12 calendar months after Effective Date
 - Period 2 is 13-24 calendar months after Effective Date
 - Period 3 is 25-36 calendar months after Effective Date
 - Period 4 is 37-48 calendar months after Effective Date
 - Period 5 is 49-60 calendar months after Effective Date
 - Aggregate liability of each period of one (1) year to be definitive and no residual coverage can be retained for the next period.
- b) Notwithstanding anything to the contrary in the CONTRACT, such CONTRACTOR's aggregate limit of liability shall not apply to any liabilities assumed by, or indemnities given by CONTRACTOR under Sub-Article 2.2, Sub-Article 4.4, Sub-Article 4.6, Sub-Article 5.1.2, Sub-Article 5.2, Article 6, Sub-Article 7.1.4.3, Sub-Article 8.3 or in case of CONTRACTOR's breach of APPLICABLE LAWS including Sub-Article 11.2, and any liability of CONTRACTOR towards third parties, and/or in the event of Willful Misconduct or gross negligence on the Part of any member of the CONTRACTOR GROUP, and shall be without

prejudice to CONTRACTOR's obligation to perform its obligations under the CONTRACT and provide the SERVICES.

5.1.5 CONSEQUENTIAL LOSS

Subject and without prejudice to any liquidated damages provided in sub-Article 4.6 or other compensation provisions stipulated for delay, non-performance, or otherwise in the CONTRACT:

- a) COMPANY waives all rights of recourse against and shall defend, indemnify and hold harmless CONTRACTOR GROUP from and against COMPANY GROUP's CONSEQUENTIAL LOSS, arising from or relating to the performance, mis-performance or non-performance of the CONTRACT.
- b) CONTRACTOR waives all rights of recourse against and shall defend, indemnify and hold harmless COMPANY GROUP from and against CONTRACTOR GROUP's CONSEQUENTIAL LOSS, arising from or relating to the performance, mis-performance or non-performance of the CONTRACT.

5.2 **LIABILITY TOWARDS THIRD PARTY**

5.2.1 General

Subject to sub-Article 5.2.2, each PARTY shall be solely liable for all loss or damage to any THIRD PARTY property or injury to or disease or death of THIRD PARTY persons arising out of his/its acts or omissions or those of his/its PERSONNEL or caused by property under his/its care, custody or control, be it owned or not.

5.2.2 Pollution from CONTRACTOR's property and equipment

CONTRACTOR shall be liable for all loss, damage (including the cost of remedial measures), injury, disease or death caused to THIRD PARTIES by pollution resulting from discharge of any substance from any property under his care, custody or control, be it owned or not, except where such discharge has been made upon written instruction of COMPANY REPRESENTATIVE.

5.3 **HOLDING HARMLESS**

- a) Unless otherwise expressly provided for in the CONTRACT, waivers of recourse, exclusions, liabilities and indemnities given under the CONTRACT shall apply irrespective of cause and notwithstanding the negligence, breach of duty (statutory or otherwise) or other failure of any nature of the indemnified GROUP and shall apply irrespective of any CLAIM in tort, contract or otherwise at law. All indemnities under the CONTRACT shall be full and primary and shall be fully enforceable irrespective any separate right of indemnity or contribution from any PERSON unless otherwise provided for herein. Notwithstanding the above, waivers of recourse, liabilities, exclusions and indemnities given under the CONTRACT shall not apply in the case of WILFUL MISCONDUCT of the indemnified GROUP.
- b) Whenever a PARTY or any other member of COMPANY GROUP or CONTRACTOR GROUP is pursued in respect of any loss, damage, personal and bodily injury, including death, sickness or diseases whatsoever for which the other PARTY is liable under the provisions of the CONTRACT, the latter shall defend, indemnify and hold harmless the former.
- c) Whenever a PARTY or any other member of COMPANY GROUP or CONTRACTOR GROUP is obliged or held responsible to pay, pursuant to a judgement or an arbitration award, a sum for which COMPANY or CONTRACTOR respectively is liable under the provisions of the CONTRACT, the latter shall reimburse and indemnify the former

- d) CONTRACTOR shall be liable for the defence of any CLAIM brought against COMPANY GROUP in respect of which CONTRACTOR is liable under the provisions of the CONTRACT and shall satisfy any judgment against COMPANY GROUP resulting therefrom.

COMPANY may however participate in the defence of suit to which COMPANY is a party, subject to the approval of CONTRACTOR's insurers which shall not be unreasonably withheld or delayed and without relieving CONTRACTOR of his responsibility for the defence of the CLAIM. COMPANY shall forthwith, upon receiving notice of any CLAIM brought against it, deliver to CONTRACTOR full particulars thereof and shall render all reasonable assistance requested by CONTRACTOR in the defence of the CLAIM. CONTRACTOR shall keep COMPANY regularly informed of proceedings and developments in relation to such CLAIM.

- e) The provisions of the above paragraph d) shall apply conversely in case of a CLAIM against CONTRACTOR GROUP in respect of which COMPANY is liable under the provisions of the CONTRACT.
- f) The provisions of this ARTICLE 5 shall survive the termination or expiration of the CONTRACT.

5.4 INDEMNITIES AND WAIVERS OF RECOURSE

When CONTRACTOR provides SERVICES at LOCATIONS under the control of COMPANY GROUP or at which any members of COMPANY GROUP are or may be present, the following Article shall apply.

5.4.1 Between COMPANY and SUBCONTRACTORS

- a) Every contract between CONTRACTOR and his SUBCONTRACTORS shall provide that the provisions of this ARTICLE 5 shall apply between COMPANY and such SUBCONTRACTORS in the same manner as they apply between COMPANY and CONTRACTOR.
- b) CONTRACTOR shall obtain from each of SUBCONTRACTORS a waiver of corresponding rights of recourse against COMPANY GROUP and shall defend, indemnify and hold harmless COMPANY GROUP against any and all consequences of his failure to obtain such waiver. Conversely, SUBCONTRACTORS shall have the benefit of same indemnities and waivers of recourse from COMPANY as CONTRACTOR.
- c) CONTRACTOR shall obtain from each of his SUBCONTRACTORS the signature of the Liability and Insurance Agreement attached hereto (Annex 2/C)

5.4.2 Between CONTRACTOR, his SUBCONTRACTORS and other contractors of COMPANY

- a) CONTRACTOR shall sign the counterpart of the Deed of Mutual Indemnity and Waiver of Recourse Agreement (Version for CONTRACTOR) attached hereto (Annex 2/A).
- b) CONTRACTOR shall, except with specific approval of COMPANY, obtain from his SUBCONTRACTORS, the signature of like counterparts of the Deed of Mutual Indemnity and Waiver of Recourse Agreement (Version for CONTRACTOR's SUBCONTRACTORS) attached hereto (Annex 2/B).
- c) COMPANY shall use its best endeavours to get from its other contractors and their subcontractors the signature of like counterparts of this Agreement.
- d) With reference to sub-Article **Erreur ! Source du renvoi introuvable.**, at the time of asking for the consent of COMPANY for contracting a specific subcontractor, CONTRACTOR shall compulsorily communicate to COMPANY counterparts of the

5.5 SPECIAL PROVISION

The benefit of the waivers of recourse and of the indemnity and hold harmless provisions provided by one GROUP to the other GROUP in this ARTICLE 5 shall be extended to the insurers of the indemnified GROUP.

ARTICLE 6 INSURANCES

6.1 INSURANCES TO BE PLACED BY CONTRACTOR

6.1.1 Policies and limits

CONTRACTOR shall at his own cost and expense (with the exception of Article 6.1.1. f) below) obtain, maintain and cause SUBCONTRACTORS to obtain and maintain in full force and effect throughout the duration of the CONTRACT and any extensions thereof, the following insurances from insurers acceptable to COMPANY for specified amounts or their equivalent in another currency acceptable by COMPANY, it being understood that the risks may be covered by insurance policies in a different way than the one indicated beneath provided that all such risks are properly covered:

- a) Workmen's Compensation Insurance to comply fully with APPLICABLE LAWS and agreements made with employees.
- b) Employer's Liability Insurance to include cover for legal expenses anywhere in the world, with a limit of not less than five million (US \$ 5,000,000) United States Dollars per occurrence or the limit required by APPLICABLE LAWS, whichever is the higher whereby an employer shall secure compensation to his employees to the extent required by law and agreement with employees.

This policy shall provide that a CLAIM "in rem" shall be treated as a CLAIM against employer.

- c) Comprehensive General Liability Insurance including Pollution Insurance and Charterer's Liability Insurance with a combined single limit of not less than United States Dollars fifteen million (US \$ 15,000,000) per occurrence.

This policy shall include a separate coverage for cost of raising and removal of sunken object or craft, wreckage or debris of CONTRACTOR EQUIPMENT. This policy shall respond when such removal is compulsory under any APPLICABLE LAWS or when COMPANY is liable for removal of such sunken object or craft, wreckage or debris under its contract with GOVERNMENT or where such sunken object or craft, wreckage or debris interferes with COMPANY's normal operations.

- d) Automobile Public Liability Insurance (whenever automobiles and automotive equipment are employed by CONTRACTOR for the performance of the CONTRACT) in respect of all automobiles and automotive equipment employed by CONTRACTOR (whether as owner or hirer or otherwise) hereunder for not less than the limits required by APPLICABLE LAWS or for United States Dollars one million (US \$ 1,000,000) combined single limit per occurrence, whichever is the higher.
- e) All risk insurance covering the full value of CONTRACTOR EQUIPMENT and other property employed by CONTRACTOR hereunder.
- f) All risk insurance for the full value of the GOODS including transport and storage up to safe delivery once unloading ex-conveyance at DESTINATION POINT. Without prejudice to 6.1.2, CONTRACTOR shall subscribe all such Marine Cargo Insurance/Goods In Transit Insurance on its own name and for the account of COMPANY being understood that such Marine Cargo Insurance/Goods in Transit

reimbursed by COMPANY as set out in the relevant Remuneration Table in Exhibit C.

CONTRACTOR will advise COMPANY upon request, of the applicable deductibles.

Notwithstanding the above, should CONTRACTOR elect to self-insure its CONTRACTOR EQUIPMENT, he shall have to obtain COMPANY's prior written consent which consent shall not be unreasonably withheld.

6.1.2 Special provisions

- a) The limits specified in sub-Article 6.1.1 are minimum requirements and not limits of liability. They should not be construed as COMPANY's consent to substitute its financial liability in excess of the limits specified above except as otherwise agreed in the CONTRACT.
- b) All deductibles applicable to CONTRACTOR's insurances with or without the specific consent of COMPANY shall be for the account of CONTRACTOR.
- c) CONTRACTOR's insurances shall contain provisions whereby the insurers waive their rights of subrogation against (i) COMPANY GROUP, (ii) the signatories of the Deed of Mutual Indemnity and Waiver of Recourse Agreement referred to under ARTICLE 5, and (iii) their respective insurers in accordance with the liabilities assumed by CONTRACTOR under the provision of ARTICLE 5.
- d) The policies described in sub-Article 6.1.1 shall include COMPANY as an additional insured PARTY in so far as COMPANY is held liable to pay for CLAIM which according to the CONTRACT has to be borne by CONTRACTOR GROUP.
- e) Both Employer's Liability and Workmen's Compensation Insurances shall provide that CLAIM formulated by CONTRACTOR's PERSONNEL against COMPANY, and/or other contractors and subcontractors of COMPANY, shall be treated as CLAIM against CONTRACTOR and compensated by such insurances.
- f) Before the ACTUAL COMMENCEMENT DATE, CONTRACTOR shall furnish COMPANY with certificates of insurance and thereafter renewals thereof. These certificates shall contain the following statements or statements not materially different from the following:
 - i. For all insurances:

“This policy is endorsed to the effect that Insurers waive all rights of subrogation against (name of COMPANY) and its coventurers and its/theirs affiliates in the operations provided for under the contract between (name of COMPANY) and (name of CONTRACTOR) dated in accordance with the liabilities assumed by (name of CONTRACTOR) under the provisions of ARTICLE 5 of said contract. This waiver of all rights of subrogation extends to the benefit of the Insurers of (name of COMPANY) and its coventurers and its/theirs affiliates (except for workmen's compensation).”

“This policy is endorsed to the effect that (name of COMPANY) and its coventurers and its/their affiliates in the operations provided for under the contract with (name of COMPANY) and (name of CONTRACTOR) dated are additional assureds in respect of claims and/or damages and/or losses arising out of liabilities accepted by (name of CONTRACTOR) and his subcontractors under said contract.”

“This policy shall not lapse nor shall the guarantee hereunder be substantially reduced without one (1) month prior written notice to (name of COMPANY).”
 - ii. In addition, for Employers Liability and Workmen's Compensation Insurance only:

“This policy is endorsed to the effect that claims formulated by personnel of (name

be treated as claims against (name of CONTRACTOR) and compensated by such insurance.”

iii. In addition, for other Liability Insurances:

“This policy is primary insurance for all additional assured parties and other insurance carried by (name of COMPANY) and its coventurers and its/theirs affiliates, shall not be called upon to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.”

- g) As soon as he is aware of any circumstance which may engage the responsibility of COMPANY and which may give rise to a CLAIM under his liability insurances, including Employer's Liability Insurance, CONTRACTOR shall give written notice of such circumstance to his insurers with copy to COMPANY.

Such notification shall make reference to the provision that COMPANY is an additional assured in respect of any CLAIM made against COMPANY arising out of liabilities accepted by CONTRACTOR and his SUBCONTRACTORS under the CONTRACT.

- h) CONTRACTOR shall list all insurances pertaining to the CONTRACT under Annex 3 and represents and warrants that they comply with the provisions of this ARTICLE 6.
- i) Should CONTRACTOR at any time neglect or refuse to provide any of the insurances described in sub-Article 6.1.1 or should such insurance be cancelled or terminated or substantially reduced, COMPANY shall have the right to procure the same and the cost thereof shall be deducted from sums due or thereafter becoming due to CONTRACTOR. Any additional costs and expenses involved for COMPANY in procuring such insurance or any losses due to the fact that CONTRACTOR neglected or refused to provide the insurance or that the insurance had been cancelled or terminated or substantially reduced, shall be for CONTRACTOR's account.
- j) The provision of insurance certificates to COMPANY under the provisions of sub-article 6.1.2 f) shall not be construed as a waiver of or a defence to any CLAIM of COMPANY against CONTRACTOR.
- k) CONTRACTOR shall comply at all times with all conditions and warranties included in all insurances described under sub-article 6.1.1.
- l) The provisions of ARTICLE 5 and ARTICLE 6 shall be applicable to CONTRACTOR's SUBCONTRACTORS.

CONTRACTOR shall ensure that each SUBCONTRACTOR is properly insured for his liabilities.

Such insurance shall be compatible with the terms of ARTICLE 5 and ARTICLE 6 hereof where appropriate and shall in particular take into account the application of the Deed of Mutual Indemnity and Waiver of Recourse Agreement in the case of each SUBCONTRACTOR.

Notwithstanding the signature by SUBCONTRACTORS of the Deed of Mutual Indemnity and Waiver of Recourse Agreement referred to in sub-Article **Erreur ! Source du renvoi introuvable.**, any deficiency in the coverage, amounts, policy limits or provisions of any SUBCONTRACTOR's insurance shall be the sole responsibility of CONTRACTOR.

ARTICLE 7 SUSPENSION - TERMINATION - FORCE MAJEURE

7.1 DEFAULTING PERFORMANCE OF THE CONTRACT ATTRIBUTABLE TO CONTRACTOR

7.1.1 Notice of breach by CONTRACTOR

Should CONTRACTOR during the course of the CONTRACT perform the SERVICES in a manner not in conformity with the CONTRACT requirements and/or which would hinder in any way the performance of the SERVICES such as:

- failing to provide sufficient SERVICES,
- failing to provide sufficient number or properly skilled CONTRACTOR's PERSONNEL,
- failing in any respect to carry out the performance of the SERVICES in accordance with the CONTRACT,
- failing to satisfy the HSE requirements of the CONTRACT, or
- failing to comply with the requirements of the CONTRACT under sub-Articles 11.2 and 11.3,

COMPANY shall notify CONTRACTOR of such breach, without prejudice to any further rights of COMPANY under sub-Articles 7.1.2 and 7.1.4.

As soon as practicable after receiving the above notice, CONTRACTOR shall rectify the deficient performance so as to be in compliance with the CONTRACT.

CONTRACTOR shall bear any and all direct costs and expenses associated with the above corrective actions including any extra costs and expenses for transportation.

7.1.2 Suspension of the performance of the SERVICES attributable to CONTRACTOR

From the day of receiving the above notice to the day all deficiencies have been corrected by CONTRACTOR and approved by COMPANY REPRESENTATIVE, COMPANY shall be entitled to suspend the performance of the SERVICES or any relevant part thereof.

No remuneration shall be due by COMPANY to CONTRACTOR until SERVICES are resumed. Any suspension shall be calculated as from the time the SERVICES were downgraded until such time as SERVICES are resumed.

COMPANY shall continue to remunerate CONTRACTOR in full for those SERVICES performed during any suspension.

7.1.3 Performance of the SERVICES by COMPANY

Should the suspension of the SERVICES attributable to CONTRACTOR's default pursuant to sub-Article 7.1 last seven (7) days or more, COMPANY shall have the right, at its sole option, to complete or have completed by any THIRD PARTY any outstanding SERVICES.

In such case, COMPANY shall be entitled to reimbursement and compensation from CONTRACTOR for all direct and documented cost and expenses incurred, including the difference between applicable rates under the CONTRACT and any and all rates applicable after termination and any and all direct and documented managerial, administrative and technical expenditures incurred in relation to the performance of the remaining part of the SERVICES by COMPANY (or by any THIRD PARTY), up to a maximum of one hundred (100%) of CONTRACT PRICE.

CONTRACTOR's foregoing obligation for such cost differential shall cease upon the date CONTRACTOR is resuming the same "any and all outstanding SERVICES" under the CONTRACT conditions provided that CONTRACTOR has paid to COMPANY any such cost differential accrued but unpaid as at the date of such resumption.

7.1.4 Termination of the CONTRACT attributable to CONTRACTOR

7.1.4.1 Termination after a remedial period

Without prejudice to any other rights under the CONTRACT or at law, COMPANY shall have the right to terminate the CONTRACT in whole or in part by new notice to CONTRACTOR if CONTRACTOR fails to remedy, within seven (7) days from the date of receipt of the notice mentioned under sub-Article 7.1.1 or within any longer period agreed thereafter in writing by the PARTIES, any breach of CONTRACT including the following:

- CONTRACTOR fails, neglects or refuses to perform any part of the SERVICES required under the CONTRACT;
- CONTRACTOR fails to take out the insurances prescribed in ARTICLE 6 or such insurances become invalid;
- CONTRACTOR fails to provide, adjust, renew or replace the deed of corporate guarantee within the period set in sub-Article 4.5.1;
- CONTRACTOR, (i) through his act, omission or negligence, seriously delays or endangers COMPANY's operations or (ii) through his act, omission or negligence, or in COMPANY's opinion, is likely to bring COMPANY into disrepute;
- CONTRACTOR commits any material breach of any provision of the CONTRACT;
- CONTRACTOR purports to assign all or any part of CONTRACT or SERVICES without COMPANY's prior consent.

7.1.4.2 Forthwith termination

Without prejudice to any other rights under the CONTRACT or at law, COMPANY shall have the right to terminate the CONTRACT forthwith by new notice to CONTRACTOR, if CONTRACTOR commits any of the following material breaches:

- a) If CONTRACTOR fails to mobilise, in accordance with the CONTRACT, within seven (7) days after the later date specified in sub-Article 2.4.2;
- b) If CONTRACTOR due to his act, omission or negligence causes the total or constructive loss of COMPANY GROUP's property and equipment or any part thereof;
- c) If CONTRACTOR commits any breach of the CONTRACT under sub-Articles 11.2 and 11.3;
- d) In case of CONTRACTOR's WILFUL MISCONDUCT;
- e) In case of bankruptcy, liquidation or take-over of CONTRACTOR or corporate guarantee; and/or,
- f) In the event of any material breach by CONTRACTOR of his obligations under sub-Article 2.2.

7.1.4.3 Consequences of the termination attributable to CONTRACTOR

In case of termination of the CONTRACT under sub-Article 7.1.4 COMPANY shall only compensate CONTRACTOR up to the date of the notice of termination mentioned in sub-Article 7.1.4.1 or in sub-Article 7.1.4.2.

CONTRACTOR shall remain responsible for his obligations:

- to comply with the provisions of sub-Article 2.2 and ARTICLE 3; and,
- to return to COMPANY, COMPANY GROUP's property and equipment in good condition, normal wear and tear excepted.

Notwithstanding such termination, COMPANY shall only compensate SERVICES performed by CONTRACTOR up to the date of the receipt of the above notice of termination by CONTRACTOR and shall be under no obligation to pay any such amounts until all and any

determined such that such respective payments can be offset and only the resulting balance paid.

Without prejudice to its other rights under the CONTRACT or at law, COMPANY shall be entitled to demand for payment of the corporate guarantee and to receive as compensation for such termination attributable to CONTRACTOR's failure an amount as stipulated in sub-Article 4.5.

In case of such termination, COMPANY shall have the right to place the CONTRACT to another contractor, and the cost difference, if any, shall be charged to the CONTRACTOR. CONTRACTOR shall also compensate COMPANY for all other loss, damage and liability suffered or incurred by COMPANY in consequence of CONTRACTOR's default and any resulting termination of CONTRACT.

In addition, COMPANY may :

- require the CONTRACTOR to novate to the COMPANY or the COMPANY's nominee, to the extent desired by the COMPANY all or the relevant part of any subcontracts and purchase orders between the CONTRACTOR and SUBCONTRACTORS and/or purchase any equipment and facilities from Contractor based on the costs set out in Remuneration Table 8.3 in Exhibit C 8.3.

7.2 SUSPENSION OF THE PERFORMANCE OF THE SERVICES AND/OR TERMINATION OF THE CONTRACT AT COMPANY'S CONVENIENCE

7.2.1 Suspension of the performance of the SERVICES at COMPANY's convenience:

At COMPANY's sole discretion, COMPANY shall have at any time, subject to a seven (7) day's prior notice, the right to suspend part or all of the performance of the SERVICES in which case CONTRACTOR shall promptly deliver to COMPANY all completed or uncompleted drawings, reports and other documents related to the performance of the SERVICES.

If the duration of the suspension exceeds forty-five (45) days, or if the cumulative duration of the suspension over a period of one (1) year (year means any period of 12 months commencing at Contract Effective Date, renewed each year) exceeds forty-five (45) days, then either of the following shall be applicable:

- i. CONTRACTOR shall be entitled to terminate the CONTRACT, subject to having provided Company with seven (7) day's prior notice. CONTRACTOR shall remain responsible for his obligations to comply with the provisions of sub-Article 2.2 and Article 3; and to return COMPANY GROUP's property and equipment in good condition; normal wear and tear excepted,
or;
- ii. If the CONTRACT is not terminated by CONTRACTOR, CONTRACTOR shall be entitled to receive a monthly fee as defined in Exhibit C, Remuneration Tables, Item 8 for each full month of suspension after forty-five (45) days until the end of the suspension is notified by COMPANY in writing. Such fee shall represent full and final compensation to CONTRACTOR for any effects or impacts related to or in connection with the suspension. In order to allow for the re-mobilisation of personnel and equipment which have been demobilised, COMPANY shall provide CONTRACTOR with thirty (30) days notice to recommence the SERVICES. Such notice period shall apply regardless of the suspension period.
- iii. Notwithstanding the above, each suspension period can be continued for a maximum eleven (11) months (including the above mentioned forty-five (45) days initial period). At the end of the eleven (11) month suspension period, COMPANY and CONTRACTOR

Remuneration Tables, Item 8 will be applicable during such time. If no agreement is reached by the PARTIES, the Contract will be considered as terminated for COMPANY's convenience, except if such suspension is due to a FORCE MAJEURE event, due to article 7.1.2, or due to APPLICABLE LAWS.

CONTRACTOR agrees that in no case whatsoever shall any compensation be due for a suspension less than the forty-five (45) days individual or cumulative duration referred to above.

7.2.2 Termination of the CONTRACT at COMPANY's convenience

7.2.2.1 Without limiting any of the COMPANY's other rights or remedies,

- a) The COMPANY may, terminate the CONTRACT for any reason but subject to a seven (7) day prior notice stating whether the whole or part of the CONTRACT is being terminated; and if part, identifying that part with precision. The notice shall specify the date of effectiveness of termination or if such date is not specified shall have immediate effect on delivery. The exercise of this right shall be at the COMPANY's absolute discretion.
- b) After termination, the COMPANY may complete the uncompleted part of the SERVICES either itself or by engaging other contractors.

7.2.2.2 Payment and other consequences after termination for convenience

- a) If the COMPANY terminates the CONTRACT under Article 7.2.2:
 - i) The COMPANY may require the CONTRACTOR to novate to the COMPANY or the COMPANY's nominee, to the extent desired by the COMPANY all or the relevant part of any subcontracts and purchase orders between the CONTRACTOR and SUBCONTRACTORS and,or
 - ii) The COMPANY may purchase any equipment and facilities from Contractor including for the avoidance of doubt any equipment and facilities of pre-designated SUBCONTRACTORS based on the cost set out in Remuneration Table in Exhibit C.
 - iii) The CONTRACTOR shall cease all further SERVICES or such part of the SERVICES as may have been instructed by the COMPANY in the termination notice;
 - iv) Promptly make every reasonable effort to terminate on terms satisfactory to the COMPANY all subcontracts and purchase orders to the extent that they relate to the performance of the SERVICES to be discontinued, unless otherwise directed by the COMPANY.
- b) The CONTRACTOR will be entitled to payment only for:
 - i) the amount due under the CONTRACT based on approved progress reports and other objective means of evaluating the SERVICES completed under the CONTRACT before the date of termination as agreed between the PARTIES;
 - ii) all satisfactorily invoiced costs reasonably and necessarily incurred and paid by the CONTRACTOR for the uncompleted parts of the SERVICES, subject to any deductions and set-offs for overpayments by the COMPANY to the CONTRACTOR; and
 - iii) CONTRACTOR shall be entitled to compensation as defined in Remuneration Table in Exhibit C, Table Reference 8.2.
- c) These payments shall be made under Article 4 and shall not exceed one hundred per cent (100%) of the remaining amount of the CONTRACT PRICE and constitute the full and final amounts payable by the COMPANY under the CONTRACT to the exclusion of any other indemnity .

7.3 FORCE MAJEURE

7.3.1 A PARTY's delay in or inability to perform its/his contractual obligations as a result of FORCE MAJEURE shall not be considered a breach of CONTRACT. The PARTY shall be relieved from its/his obligations for the duration of the FORCE MAJEURE (but no longer), provided however that there is a direct relation between the FORCE MAJEURE and the interruption, hindrance or delay in the performance of the SERVICES.

7.3.2 The PARTY claiming FORCE MAJEURE shall promptly notify the other PARTY, with evidence of the occurrence of the related event and shall give prompt notice once the end of the FORCE MAJEURE situation is foreseeable. Remuneration to the CONTRACTOR shall cease from the time the performance of the SERVICES is prevented by a FORCE MAJEURE event to the time the performance of the SERVICES is resumed. When notice of a FORCE MAJEURE event is given, the Parties shall initiate discussions with a view to adopting appropriate measures in light of the circumstances. In the case of CONTRACTOR, he shall immediately suspend the performance of the SERVICES as affected by FORCE MAJEURE and maintain all safety, security and protective measures insofar as possible.

7.3.3 In the event of FORCE MAJEURE, the PARTIES shall make their utmost efforts to remedy the situation as quickly as possible. Remuneration to CONTRACTOR shall be suspended from the time the performance of the SERVICES is prevented by FORCE MAJEURE to the time the performance of the SERVICES is resumed.

7.3.4 In the event of FORCE MAJEURE preventing operations beyond thirty (30) days or if, in COMPANY's reasonable opinion, the FORCE MAJEURE is anticipated to last more than thirty (30) days, either PARTY shall be entitled to terminate the CONTRACT by notice to the other PARTY, without having to pay any indemnity or other compensation, with effect at the date at which the appropriate written notice of termination has been received by the other PARTY and neither PARTY shall have any CLAIM against the other PARTY.

CONTRACTOR shall remain responsible for his obligations:

- to comply, whenever feasible, with the provisions of sub-Article 2.2 and ARTICLE 3; and,
- to return to COMPANY, whenever feasible, COMPANY GROUP's property and equipment in good condition, normal wear and tear excepted.

ARTICLE 8 GOVERNING LAW - SETTLEMENT OF DISPUTES - LIENS

8.1 GOVERNING LAW

The CONTRACT shall be governed and interpreted in accordance with the laws of England excluding any provisions there under with respect to the conflicts of laws.

8.2 SETTLEMENT OF DISPUTES

8.2.1 The PARTIES shall endeavour to settle by negotiation any dispute arising out of or in connection with the CONTRACT, and all the consequences thereof. Such dispute shall be notified by the claiming PARTY to the other PARTY, in the forms required under the

CONTRACT and with due reference to this sub-Article 8.2, and the PARTIES shall endeavour to settle such dispute by negotiation within forty-five (45) days from receipt of said notice.

8.2.2 In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming PARTY may notify to the other PARTY its/his intention to submit the dispute to arbitration.

8.2.3 The dispute shall then be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules.

The president of the tribunal of arbitration shall be a lawyer.

The arbitration shall be held in Paris, France, and shall be conducted in the English language.

The arbitrators shall decide according to law and not exaequo et bono.

Each PARTY may at any time request from any competent judicial authority any interim provisional or conservatory measure.

The PARTIES agree to exclude any right of application or appeal to any Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made.

The PARTIES undertake to keep strictly confidential the contents of the arbitration proceedings.

A dispute shall be deemed to have arisen when either PARTY notifies the other PARTY in writing to that effect.

If a dispute which arises in accordance with this CONTRACT has been referred to arbitration ("Existing Dispute") and there arises one or more disputes under any other agreement in relation to construction of the pipeline for the PROJECT involving COMPANY, on the one hand, and any person or persons on the other, which raise(s) issues of fact and/or law which are similar to issues raised in the Existing Dispute ("Related Dispute(s)"), then the PARTIES agree that on the application of a party to the Existing Dispute or the Related Dispute(s), the ICC International Court of Arbitration may, after consulting all concerned parties and the arbitral tribunal (if it has already been appointed), decide to order the consolidation of the Existing Dispute and any Related Disputes on the conditions that it deems appropriate. By derogation from anything to the contrary in the ICC Rules, including Articles 10(c) and 7(1) of those Rules, (i) the ICC Court's powers shall not be restrained by the fact that there may be different parties to the Existing Dispute and any Related Dispute(s) and (ii) any new party joined to an arbitration through consolidation, joinder or otherwise after the arbitral tribunal has been appointed expressly waives its right to participate in the constitution of the arbitral tribunal.

8.3 OWNERSHIP AND LIENS

As between COMPANY and CONTRACTOR, ownership of GOODS shall at all times vest in COMPANY. CONTRACTOR undertakes that no CONTRACTOR PARTY shall at any time seek or secure any lien, attachment, charge or similar imposition over or in relation to any GOODS, shall forthwith take all necessary steps to discharge any such lien, attachment, charge or similar imposition and shall indemnify COMPANY against the consequences of any creation, defence or discharge of the same.

ARTICLE 9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 The PARTIES agree that The Contracts (Rights of Third Parties) Act 1999 (the "Act") shall apply to the CONTRACT only in respect of any relief from liability, hold harmless, indemnity or benefit created in favour of those members of COMPANY GROUP (other than COMPANY) and to those members of CONTRACTOR GROUP (other than

- 9.2 Subject to sub-Article 9.1 above, the PARTIES intend that no provision of the CONTRACT shall confer any benefit, nor be enforceable by any PERSON who is not a party by virtue of the Act.
- 9.3 Notwithstanding the foregoing, the CONTRACT may be rescinded, amended or varied (including in respect of any relief from liability, hold harmless, indemnity, rights to damages or benefit given to those members of COMPANY GROUP and CONTRACTOR GROUP referred to in sub-Article 9.1 above) by the PARTIES without notice to or consent of any said members of COMPANY GROUP and CONTRACTOR GROUP even if, as a result, any of said members' right to enforce a term of the CONTRACT may be varied or extinguished.
- 9.4 In enforcing any right to which it is entitled by virtue of the Act and the provisions of the CONTRACT, the remedies of any of those members of COMPANY GROUP and CONTRACTOR GROUP referred to sub-Article 9.1 above shall be limited to direct damages.
- 9.5 Any of those members of COMPANY GROUP and CONTRACTOR GROUP referred to in sub-Article 9.1 above shall not be entitled to assign any benefit or right conferred on it under the CONTRACT by virtue of the Act.
- 9.6 The rights mentioned in sub-Article 9.1 above shall be subject to the following:
Any CLAIM, or reliance on any term of the CONTRACT by those members referred to in sub-Article 9.1 above shall be notified in writing in accordance with the requirements of ARTICLE 12 by such member as soon as such member becomes aware that an event is likely to give rise to such a CLAIM and such notification shall contain the following information as a minimum:
1. details of the occurrence giving rise to the CLAIM; and
 2. the rights relied upon by the member under the CONTRACT.
- The provisions of sub-Article 8.2 (Settlement of disputes) shall apply in respect of any CLAIM by any such member.

ARTICLE 10 PROVISIONS SURVIVING THE CONTRACT

Termination of the CONTRACT and/or the passing of the ACTUAL COMPLETION DATE shall not release the PARTIES from obligations which expressly or by their nature survive the CONTRACT or extend beyond the CONTRACT's termination or the ACTUAL COMPLETION DATE and any acceptance of the SERVICES.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 APPLICABLE LAWS AND GOVERNMENT AUTHORISATIONS

- a) CONTRACTOR shall ensure that CONTRACTOR GROUP in all respects, observe, be bound by and comply with the APPLICABLE LAWS as well as the laws applicable to his operations and to CONTRACTOR's PERSONNEL and CONTRACTOR EQUIPMENT. CONTRACTOR shall be liable for and shall defend, indemnify and hold COMPANY GROUP harmless from and against all fines and penalties and all other consequences harmful to COMPANY GROUP resulting from a breach of the APPLICABLE LAWS by or caused by CONTRACTOR GROUP.
- b) CONTRACTOR shall represent and warrant that, as from the EFFECTIVE DATE, compliance by CONTRACTOR GROUP with the APPLICABLE LAWS does not prevent CONTRACTOR from performing all his obligations under the CONTRACT.

necessary for the performance of the SERVICES, for CONTRACTOR's PERSONNEL and/or CONTRACTOR EQUIPMENT, including all visas, residence permits, work permits, clearance certificates and all applicable licences.

- d) COMPANY may provide assistance to CONTRACTOR in obtaining such authorisations but CONTRACTOR shall be responsible to inform COMPANY in ample time in advance of such requirement and shall remain solely liable for the delay or failure in obtaining such authorisations.

11.2 ANTI-CORRUPTION UNDERTAKINGS

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the CONTRACT and any other anti-corruption laws otherwise applicable to the PARTIES or the PARTICIPANTS or their ultimate parent companies:

11.2.1 CONTRACTOR, in respect of the CONTRACT and the matters that are the subject of the CONTRACT, warrants that neither he nor one of his associates, lawyers or one of his PERSONNEL, has made or offered and will make or offer any payment, gift, promise or other advantage, whether directly or through an intermediaries, to or for the benefit of any PUBLIC OFFICIAL, where such payment, gift, promise or advantage would be for purposes of:

- a) influencing any act or decision of such PUBLIC OFFICIAL;
- b) inducing such PUBLIC OFFICIAL to do or omit to do any act in violation of his or her lawful duties;
- c) securing any improper advantage; or
- d) inducing such PUBLIC OFFICIAL to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

11.2.2 CONTRACTOR, in respect of the CONTRACT and the matters that are the subject of the CONTRACT, warrants that he has not made or offered and will not make or offer any payment, gift, or promise or other advantage, whether directly or through intermediaries, to or for the benefit of any PERSON (other than a PUBLIC OFFICIAL) where such payment, gift, promise or advantage would be for purposes of inducing such PERSON to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do or refrain from doing something that would violate the APPLICABLE LAWS under the CONTRACT.

11.2.3 CONTRACTOR shall cause CONTRACTOR's PERSONNEL and SUBCONTRACTORS to comply with the obligations set forth in this sub-Article 11.2 and to warrant the same under the terms of their agreements with any SUBCONTRACTOR.

11.2.4 All financial settlements, billings and reports rendered to COMPANY shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the CONTRACT. CONTRACTOR also shall maintain adequate internal controls to ensure that all payments made in performance of the CONTRACT are authorized and in compliance with the CONTRACT. COMPANY reserves the right to perform itself or through a duly authorized representative, pursuant to sub-Article 4.9, audits at CONTRACTOR's premises of all payments made by or on behalf of CONTRACTOR for SERVICES performed under the CONTRACT. CONTRACTOR agrees to cooperate fully in any such audit, including by making his books and records available to COMPANY or its duly authorized representative and by answering any

questions that COMPANY may have relating to the CONTRACTOR's performance under this CONTRACT.

11.2.5 All payments by COMPANY to CONTRACTOR shall be made in accordance with the terms of payment specified in sub-Article 4.7 of the CONTRACT. The payment indications notified in the CONTRACTOR's invoices shall be deemed to constitute a representation and warranty by CONTRACTOR that the bank account so notified is owned solely by CONTRACTOR and that no PERSON other than CONTRACTOR has any ownership of or interest in such account.

11.2.6 CONTRACTOR represents and warrants that no PUBLIC OFFICIAL or CLOSE FAMILY MEMBER owns or possesses, directly or indirectly, shares or any other beneficial interest in CONTRACTOR (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or controls such CONTRACTOR or is a director, officer or agent of CONTRACTOR, except for any ownership, interest, control or position that CONTRACTOR has disclosed to COMPANY in writing. The foregoing representation and warranty will continue so long as this CONTRACT remains in effect. CONTRACTOR agrees to notify COMPANY promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty.

In any case, if a PUBLIC OFFICIAL or a CLOSE FAMILY MEMBER owns or acquires, directly or indirectly, shares or any other beneficial interest in CONTRACTOR, controls or obtains control of CONTRACTOR or is or becomes a director, officer or agent of CONTRACTOR, CONTRACTOR shall take appropriate steps to ensure that such PUBLIC OFFICIAL or CLOSE FAMILY MEMBER avoids any conflict of interest, complies with the laws applicable to him/her which prohibit conflicts of interest on the part of PUBLIC OFFICIALS and complies with the anti-corruption provisions described in sub-Articles 11.2.1 and 11.2.2 above.

11.2.7 Without prejudice to any other rights or remedies COMPANY otherwise may have hereunder or at law, including but not limited to damages for breach of the CONTRACT, if any of the undertakings or requirements of this sub-Article 11.2 have not been complied with or fulfilled by CONTRACTOR in any material respect, COMPANY shall have the right:

- a) to suspend payment and/or require reimbursement of any advance payment made under the CONTRACT, and/or
- b) to suspend and/or terminate the CONTRACT for CONTRACTOR's default with immediate effect pursuant to sub-Articles 7.1.2 and 7.1.4.2.

11.3 PREVENTION OF ILLEGAL EMPLOYMENT

11.3.1 CONTRACTOR's declaration and warranty

CONTRACTOR:

- warrants his status for the performance of the CONTRACT with respect to all civil administration, tax and immigration authorities; and,
- declares that CONTRACTOR's PERSONNEL assigned to the performance of the SERVICES are legally employed and fully comply with the applicable labour law regulations; and,
- certifies that he has made all legal registrations, regulatory social and tax declarations, associated payments to the authorised bodies.

and,

- a) **When CONTRACTOR is registered in France:**

CONTRACTOR undertakes to provide COMPANY. not later than the date of signature

CONTRACT, the documents listed in the Annex 4/A "Prevention of illegal employment";

or

b) **When CONTRACTOR is not registered in France:**

CONTRACTOR undertakes to provide COMPANY, not later than the date of signature of the CONTRACT the documents listed in the Annex 4/B "Prevention of illegal employment". Whenever whole or parts of the SERVICES are to be performed in France, CONTRACTOR shall reiterate the provision of said documents and attestation every six (6) months until the term of CONTRACT.

However, the obligations provided for under sub-Article 11.3.1 a) or b) shall not apply:

- if the yearly value of the CONTRACT is under three thousand (3,000) Euros; or
- if the SERVICES are wholly performed outside France and COMPANY is not registered in France.

11.3.2 Failure of CONTRACTOR to comply with sub-Article 11.3.

Should CONTRACTOR fail to provide adequate documents in a timely manner as aforesaid or otherwise be in default of the foregoing provisions, COMPANY shall be entitled, subject to seven (7) day prior written notice, to suspend the performance of the SERVICES without compensation or remuneration to CONTRACTOR until CONTRACTOR has provided adequate documentation satisfactory to COMPANY.

Should CONTRACTOR remain in default for a period of fourteen (14) days, COMPANY, subject always to seven (7) day prior written notice, shall be entitled to terminate the CONTRACT pursuant to the provisions of sub-Article 7.1.4 without compensation to CONTRACTOR other than the payment of the SERVICES satisfactorily performed up to the date of termination.

ARTICLE 12 NOTIFICATION

Any notice given under or in connection with the CONTRACT shall only be effective if given in writing to the following addresses by one of the methods specified below. A notice shall be addressed as provided in this ARTICLE 12 and may be given by delivering the same by hand or, where permissible, by sending the same by recorded delivery or registered post, by facsimile or email, or via a common document management system. Any such notice given as aforesaid shall be deemed to have been given and received:

- a) if personally delivered by hand, at the time of delivery at the relevant address;
- b) if sent by recorded delivery or registered post, when received at the recipient's address;
- c) if sent by facsimile or email on receipt provided that a confirmation letter is delivered or transmitted as per a) and b) above,
- d) if sent via a common document management system, upon the receipt of an email informing the receiving PARTY that the relevant document has been posted on the system.

Notwithstanding the above, routine communications transmitted by facsimile or email will not require a confirmation copy sent by mail.

Addresses:

COMPANY's address

EAST AFRICAN CRUDE OIL PIPELINE (EACOP) LTD

Canary Wharf, London, E14 5BF

for the attention of Mr Paul GASTINE, COMPANY REPRESENTATIVE

Facsimile : N/A

CONTRACTOR's address

BOLLORÉ AFRICA LOGISTICS SAS

31 – 32 Quai de Dion Bouton,

92800 Puteaux, France

for the attention of Mr Olivier TERRA, CONTRACTOR REPRESENTATIVE

Facsimile : N/A

Each PARTY shall promptly notify the other PARTY of any change in the above addresses.

ARTICLE 13 ECONOMIC SANCTIONS AND EXPORT CONTROL

- a. CONTRACTOR must perform the CONTRACT in compliance with any export controls and economic sanctions laws or regulation applicable to any of the PARTIES and/or to the goods/equipment/technology used or supplied for the performance of this CONTRACT.
- b. CONTRACTOR represents and warrants that no export controls and economic sanctions laws or regulation hinder or prevent CONTRACTOR GROUP from performing the SERVICES. CONTRACTOR must as soon as possible notify COMPANY of any change in these export controls and economic sanctions laws or regulation which may hinder or prevent CONTRACTOR GROUP from performing the SERVICES, keep COMPANY informed of subsequent developments concerning this change and act diligently to overcome, remove and/or mitigate the costs and effects of this change.
- c. CONTRACTOR shall not become and/or involve in any way, at any time, in the performance of the CONTRACT a RESTRICTED PARTY.
- d. CONTRACTOR shall cause the obligations under Article 13 (a), (b) and (c) to be imposed on any party from which products or services are procured for the purposes of complying with its obligations under the CONTRACT, including any SUBCONTRACTOR.
- e. If CONTRACTOR fails to comply with any of the obligations under Article 13 (a) to (d), then COMPANY shall have the right to:
 - i. suspend the SERVICES (in whole or in part, and whether being conducted directly by CONTRACTOR or its SUBCONTRACTORS), as provided under Article 7.1, and the consequences of such suspension, subject to any breach of export controls and economic sanctions laws or regulation, shall be dealt with as provided for under Article 7.1.2 ; or
 - ii. terminate the CONTRACT forthwith, as provided for under Article 7.1.4, and the consequences of such termination, subject to any breach of export controls and economic sanctions laws or regulation, shall be dealt with as provided for Under Article 7.1.4.3.

ARTICLE 14 LOCAL CONTENT

14.1 Local Products and Services

Without prejudice to sub-Articles 14.2, CONTRACTOR shall endeavour to provide from within the country where the WORKSITE is located such products and services that are available

14.2 Local (or National) Content

14.2.1 For the purposes of this sub-Article 14.2:

- **LOCAL (or NATIONAL) CONTENT** means:
 - (a) The level of use and development of local expertise, goods and services, LOCAL COMPANIES and local citizens; and
 - (b) The value added or created in the local economy through the use of local human and material resources for the provision of goods and services to the local petroleum industry.
- **LOCAL COMPANIES** mean entities meeting the criteria defined in Exhibit F.

14.2.2 As set forth in applicable LOCAL (or NATIONAL) CONTENT legislation, the COMPANY is committed to use host country resources (local manpower and local goods and services).

14.2.3 Consequently, and at the EFFECTIVE DATE of the CONTRACT, the CONTRACTOR (without prejudice to its obligations and liabilities under the CONTRACT):

- shall commit itself to use and develop local resources (manpower, goods and services) in the country where the WORKSITE is located as stated in Exhibit F (LOCAL (or NATIONAL) CONTENT),
- shall develop a LOCAL (or NATIONAL) CONTENT Management Plan, subject to APPROVAL by COMPANY, as detailed in Exhibit F
- shall cause its SUBCONTRACTORS to comply with the principles as defined in Exhibit F,
- shall report to the COMPANY its LOCAL (or NATIONAL) CONTENT achievements through structured reporting and with a frequency defined in Exhibit F.

ARTICLE 15 AMENDMENT

Any amendment of this Contract shall not be binding on the PARTIES unless set out in writing, expressed to vary this CONTRACT, and signed by authorised representatives of each of the PARTIES.

IN WITNESS WHEREOF, the authorised representatives of the PARTIES hereto have signed the CONTRACT as of the date here after written.

Established and executed in five (5) originals, at

For CONTRACTOR (BOLLORE AFRICA LOGISTICS SAS) For COMPANY

Name:

Name:

Position :

Position :

Date :

Date :

Signature :

Signature :

For CONTRACTOR (BOLLORE LOGISTICS SE)

Name:

Position :

Date :

Signature :

For CONTRACTOR (BOLLORE TRANSPORT LOGISTICS UGANDA)

Name:

Position :

Date :

Signature :

For CONTRACTOR (E.A.L.S. LIMITED)

Name:

Position :

Date :

ANNEXES

ANNEX 1 – CORPORATE GUARANTEE

FORM OF CORPORATE GUARANTEE

This **GUARANTEE** (this “**GUARANTEE**”) is made as a DEED on [●]¹ between [●]², a [●]³ company organised and existing under the laws of [●]⁴ and whose registered office is [●]⁵ (the “**GUARANTOR**”), and [●]⁶, a company organised and existing under the laws of [●]⁷ and whose registered office is [●]⁸ (the “**COMPANY**”).

WHEREAS:

(A) [●]⁹, a company organised and existing under the laws of [●]¹⁰, whose registered office is [●]¹¹ (the “**CONTRACTOR**”) has entered into a contract referenced [●]¹² dated [●] with the **COMPANY** (the “**CONTRACT**”) to execute certain **SERVICES**.

(B) The **GUARANTOR** has agreed, at the request of the **CONTRACTOR**, to guarantee the due performance of the **CONTRACT** by the **CONTRACTOR**.

NOW THEREFORE THE CONDITIONS OF THIS GUARANTEE are as follows:

1. IN THIS GUARANTEE:

“**OBLIGATIONS**” means all the duties, obligations, liabilities, and debts of the **CONTRACTOR** and all warranties, covenants and undertakings given by the **CONTRACTOR** and all sums due from and all claims against the **CONTRACTOR** (whether of a financial nature or not) under and pursuant to the **CONTRACT**. Unless otherwise defined, words and expressions used in this **GUARANTEE** will have the meanings given to them in the **CONTRACT**.

2. THE **GUARANTOR** HEREBY:

2.1. irrevocably and unconditionally guarantees to the **COMPANY** the due, punctual and complete performance by the **CONTRACTOR** of each and all of the **OBLIGATIONS** which

¹ Insert the date on which the **GUARANTEE** is executed by the **GUARANTOR**.

² Insert the full legal name of the **CONTRACTOR**'s company acting as **GUARANTOR**.

³ Insert the legal form of the **GUARANTOR**.

⁴ Insert the country of incorporation of the **GUARANTOR**.

⁵ Insert the address of the **GUARANTOR**'s headquarters.

⁶ Insert the full legal name of the **COMPANY**.

⁷ Insert the country of incorporation of the **COMPANY**.

⁸ Insert the address of the **COMPANY**'s headquarters.

⁹ Insert the full legal name of the **CONTRACTOR** as it appears in the **CONTRACT**.

¹⁰ Insert the country of incorporation of the **CONTRACTOR**.

¹¹ Insert the address of the **CONTRACTOR**'s headquarters.

¹² Insert the reference number of the **CONTRACT**.

have become due and performable under the CONTRACT;

2.2. without prejudice to sub-clause 2.1, undertakes to the COMPANY;

- a) if the CONTRACTOR fails to pay to the COMPANY any sum payable by him as and when requested to do so pursuant to the CONTRACT, to pay that sum within five (5) calendar days from the date of receipt of a written Demand signed by a duly authorized person of the COMPANY and of a copy of a Letter sent prior to the date of the Demand sent to GUARANTOR asking CONTRACTOR to pay such sum, without any withholding or deduction on account of any set-off or counterclaim whatsoever; or
- b) if the COMPANY informs the GUARANTOR in which respect the CONTRACTOR has defaulted in whole or in part in any of its other OBLIGATIONS under the CONTRACT and has failed to remedy such default within any remedial period specified in the CONTRACT or in the Letter, if so required by the COMPANY, by way of a written Demand signed by a duly authorized person of the COMPANY, to promptly remedy or procure the remedy of such default in accordance with the terms and conditions of the CONTRACT;

2.3. undertakes to indemnify the COMPANY from and against any loss incurred by the COMPANY as a result of any of the OBLIGATIONS of the CONTRACTOR becoming unenforceable, invalid or otherwise ineffective as against the COMPANY for any reason whatsoever, provided however that the COMPANY can only claim such indemnity if the COMPANY would otherwise have been contractually entitled to recover such loss from the CONTRACTOR under the CONTRACT;

provided that the GUARANTOR will have no greater liability under this GUARANTEE than that of the CONTRACTOR pursuant to the terms of the CONTRACT.

- 3. This GUARANTEE is irrevocable and unconditional and neither the obligations of the GUARANTOR under this GUARANTEE nor the rights, powers and remedies conferred upon the COMPANY by this GUARANTEE will be discharged, impaired or otherwise affected by:
 - a) any suspension of or variation to or amendment to the CONTRACT (including, without limitation, any variation to the SERVICES, extension of time for performance and adjustment to the amount payable to the CONTRACTOR);
 - b) any termination of the CONTRACT if the COMPANY regardless has/would have a CLAIM under the CONTRACT;
 - c) any waiver or forbearance of any right of action or remedy the COMPANY may have against the CONTRACTOR under the CONTRACT;
 - d) any bond, security or guarantee (other than this GUARANTEE) held or obtained by the COMPANY in respect of the OBLIGATIONS of the CONTRACTOR under the CONTRACT or any release or waiver thereof;
 - e) any of the OBLIGATIONS of the CONTRACTOR under the CONTRACT being or becoming unenforceable or ineffective in any respect and in the same way as set out under the terms of the CONTRACT.
 - f) any change in the relationship between the GUARANTOR and the CONTRACTOR (in particular in the ownership of the CONTRACTOR) or dispute or disagreement between them under the CONTRACT or otherwise;
 - g) any breach of the CONTRACT by, or other default of, the COMPANY;
 - h) the insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability and discharge by operation of law of, and any change in the constitution or name of, the CONTRACTOR or any of its affiliates; or
 - i) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the GUARANTOR under this GUARANTEE or any of the rights, powers and remedies conferred upon the COMPANY by this GUARANTEE.

For the avoidance of doubt and as mentioned above and the end of Clause 2, this

as described in g) above, it must still be determined under the CONTRACT if CONTRACTOR is liable or not to COMPANY (taking into account all relevant circumstances) and only in the former case shall GUARANTOR remain liable.

4. The COMPANY will not be obliged before enforcing any of its rights or remedies conferred upon it by this GUARANTEE or by law:
 - a) to take any action in any court or arbitral proceedings or to obtain any judgment or award against the CONTRACTOR;
 - b) to make any claim provided however that a prior notification to the CONTRACTOR has been given as set out in art. 2.2a) or to pursue or exhaust any other right or remedy against the CONTRACTOR; or
 - c) to enforce any other security held by it in respect of the OBLIGATIONS of the CONTRACTOR under the CONTRACT.
5. The COMPANY may make one or more demands under this GUARANTEE. Each demand must be delivered by hand or registered mail to the GUARANTOR during normal business hours at [●]¹³.
6. The benefit of this GUARANTEE may be assigned subject only to the provisions for assignment of the CONTRACT. The GUARANTOR must not assign its rights, title and/or interest in and to this GUARANTEE without the prior written consent of the COMPANY.
7. The GUARANTOR's obligations hereunder are continuing and accordingly must remain in full force and effect until all OBLIGATIONS to be performed by the CONTRACTOR under the CONTRACT have been discharged and, in any case, no later than sixty (60) months after EFFECTIVE DATE.
8. The GUARANTOR hereby represents that:
 - a) it is a company duly organized, validly existing and in good standing under its law of incorporation,
 - b) the execution, delivery and performance of this GUARANTEE has been duly authorized by all necessary corporate action and do not contravene any provision of law or of GUARANTOR's documents of incorporation or any contractual restriction binding on the GUARANTOR or its assets, and
 - c) this GUARANTEE constitutes the GUARANTOR's legal, valid and binding obligations enforceable against the GUARANTOR in accordance with its terms.
 - d) The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this GUARANTEE will not affect the validity, legality and enforceability of the remaining part or the provisions of this GUARANTEE.
 - e) This GUARANTEE will be governed by and construed in accordance with the laws of England¹⁴ and any dispute under this GUARANTEE shall be finally settled as provided for under the CONTRACT¹⁵.
9. No person who is not a party to this GUARANTEE shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this GUARANTEE.

Signed and delivered with effect at the date written at the beginning of it on behalf of [●]¹⁹.

By: _____

Name: _____

Title: Authorised Signatory

¹³ Insert the GUARANTOR's notification details.

¹⁴ If English law is not acceptable to the GUARANTOR, it is essential that an in-house legal counsel of Total ensure that the GUARANTEE complies with the applicable law.

¹⁵ Insert if the dispute resolution mechanism under the CONTRACT is international arbitration.

¹⁹ Insert name of the GUARANTOR.

ANNEX 2 - MUTUAL INDEMNITY AND WAIVER OF RECOURSE
FORMS OF DEEDS OF MUTUAL INDEMNITY AND WAIVER OF RECOURSE

ANNEX 2/A

DEED MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(FORM FOR CONTRACTOR)

This Deed is made the...day of...2021....

Whereas - (hereinafter referred to as COMPANY) has entered into a contract or agreement dated/...../..... with (hereinafter referred to as the Undersigned Party) regarding the performance of services for COMPANY's operations in connection with, related to, or in support of the services for the (hereinafter referred to as OPERATIONS);

Whereas COMPANY and the Undersigned Party may have entered into, or shall enter into, contracts or agreements with other contractors for the performance of services in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like mutual Deeds (all the signatories of such Deeds relating to the OPERATIONS being hereafter designated as SIGNATORIES or SIGNATORY as the case may be);

Whereas the SIGNATORIES wish to organise their relationship in order to avoid entirely disputes as to their liabilities for damage to, personal or bodily injuries to, disease or death of their respective property or personnel (directors, officers, employees and agents), incurred in connection with the OPERATIONS;

Now, therefore, the Undersigned Party agrees with the other SIGNATORIES that:

- The Undersigned Party waives all rights of recourse against and shall defend, indemnify and hold harmless the other SIGNATORIES and their insurers for their liability (including legal expenses) arising out of damage to or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any CONSEQUENTIAL LOSS resulting from such damage or loss.
- The Undersigned Party shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.
- Where a specific arrangement has been achieved between the Main Logistics Contractor and a SIGNATORY for transportation and/or storage and/or handling of such SIGNATORY's properties, such arrangement will prevail over the above Article 2.
- The Undersigned Party waives all rights of recourse against and shall defend, indemnify and hold harmless the other SIGNATORIES and their insurers from and against any loss or liability (including legal expenses) arising out of any claim, demand, cause of action, proceedings, judgment, 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 for loss of or damage to property of its personnel, personal or bodily injuries to or disease or death of its personnel.
- The Undersigned Party undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES and their insurers in accordance with the provisions of this Deed governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.
- Notwithstanding paragraphs 1, 2 and 3, in the event any property of the Undersigned Party or of its personnel is lost or damaged in the course of transportation by aircraft or in the event

carrier, the Undersigned Party shall be entitled to compensation from such SIGNATORY in accordance with applicable national law or international conventions.

- The Undersigned Party shall have those of its subcontractors who are involved in the OPERATIONS to become SIGNATORIES and shall forthwith furnish COMPANY with the original counterparts of this Deed executed by its subcontractors. The Undersigned Party shall indemnify and hold harmless the other SIGNATORIES (other than his own subcontractors) from and against any liability (including legal expenses) related to his failure to obtain of all of his subcontractors that they become SIGNATORIES.
- This Deed shall enure to the benefit of and become binding upon the Undersigned Party as to any other SIGNATORIES upon the later of the date of execution by the Undersigned Party and the date of execution of a counterpart hereof or similar Deed by such other SIGNATORY. Conversely this Deed shall be binding upon the Undersigned Party only with respect to contractors and subcontractors who have become SIGNATORIES prior to the occurrence giving rise to any claim, demand, cause of action, proceedings, judgment, 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.
- Any contractor, consultant or subcontractor, etc., performing services for COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart hereof which shall, as to the subject hereof, govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with COMPANY.
- This Deed may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.
- The performance and the interpretation of this Deed shall be governed by the Laws of England and the Undersigned Party submits to the exclusive jurisdiction the English Courts.
- The indemnities given under this Deed shall apply irrespective of cause and notwithstanding the negligence, breach of duty (statutory or otherwise) or other failure of any other SIGNATORY and shall apply irrespective of any claim, demand, cause of action, proceedings, judgment, 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 in tort, contract or otherwise at law and shall be full and primary and shall be fully enforceable irrespective of any separate right of indemnity or contribution from an individual, company, firm, partnership, association or body corporate.
- In this Deed

“CONSEQUENTIAL LOSS” means indirect or consequential loss, and direct or indirect loss of: revenue, profit, anticipated profit, use, production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption, deferral of production.

Executed and delivered as a Deed [or such other formality as may be required under the law of the country of incorporation of Undersigned Party to render a unilateral promise binding on the Undersigned Party]

Entered into thisday of 2.....

The Undersigned Party

Witnessed by.....

BY:
FOR:.....

FOR:

ANNEX 2/B

DEED OF MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(FORM FOR CONTRACTOR'S SUBCONTRACTORS)

Whereas (hereinafter referred to as CONTRACTOR) has entered into a contract or agreement dated/...../..... with (hereinafter referred to as COMPANY) regarding the performance of services for COMPANY's operations in connection with, related to, or in support of the services for the (hereinafter referred to as OPERATIONS);

Whereas CONTRACTOR has subcontracted wholly or partly the performance of such services to (hereinafter referred to as the Undersigned Party);

Whereas COMPANY, CONTRACTOR and the Undersigned Party may have entered into contracts or agreements with other contractors for the performance of services in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like mutual Deeds (all the signatories of such Deeds relating to the OPERATIONS being hereafter designated as SIGNATORIES or SIGNATORY as the case may be);

Whereas the SIGNATORIES wish to organise their relationship in order to avoid entirely disputes as to their liabilities for damage to, personal or bodily injuries to, disease or death of their respective property or personnel (directors, officers, employees and agents) incurred in connection with the OPERATIONS;

Now, therefore, the Undersigned Party agrees with them that:

1. The Undersigned Party waive all rights of recourse against and shall defend, indemnify and hold harmless the other SIGNATORIES and their insurers for their liability (including legal expenses) arising out of damage to or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any CONSEQUENTIAL LOSS resulting from such damage or loss.
2. The Undersigned Party shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.
3. Where a specific arrangement has been achieved between the Main Logistics Contractor and a SIGNATORY for transportation and/or storage and/or handling of such SIGNATORY's properties, such arrangement will prevail over the above Article 2.
4. The Undersigned Party waives all rights of recourse against and shall defend indemnify and hold harmless the other SIGNATORIES and their insurers from and against any loss or liability (including legal expenses) arising out of any claim, demand, cause of action, proceeding, judgment, 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 for loss of or damage to property of its personnel, personal or bodily injuries to or disease or death of its personnel.
5. The Undersigned Party undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES and their insurers in accordance with the provisions of this Deed governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.
6. Notwithstanding paragraphs 1, 2 and 3, in the event any property of the Undersigned Party or of its personnel is lost or damaged in the course of transportation by aircraft or in the event of personal or bodily injury to or disease or death of its personnel on board the aircraft or in the course of any of the operations of embarking or disembarking and a SIGNATORY is the carrier, the Undersigned Party shall be entitled to compensation from such SIGNATORY in accordance

7. The Undersigned Party shall have those of its subcontractors who are involved in the OPERATIONS to become SIGNATORIES and shall forthwith furnish COMPANY with the original counterparts of this Deed executed by its subcontractors. The Undersigned Party shall indemnify and hold harmless the other SIGNATORIES (other than his own subcontractors) from and against any liability (including legal expenses) related to his failure to obtain of all of his subcontractors that they become SIGNATORIES.
8. This Deed shall enure to the benefit of and become binding upon the Undersigned Party as to any other SIGNATORIES upon the later of the date of execution by the Undersigned Party and the date of execution of a counterpart hereof or a similar Deed by such other SIGNATORY.
 Conversely this Deed shall be binding upon the Undersigned Party only with respect to contractors and subcontractors who have become SIGNATORIES prior to the occurrence giving rise to any claim, demand, cause of action, proceedings, judgment, 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.
9. Any contractor, consultant or subcontractor, etc., performing services for COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart hereof which shall, as to the subject hereof, govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with COMPANY.
10. This Deed may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.
11. The performance and the interpretation of this Deed shall be governed by the Laws of England and the Undersigned Party submits to the exclusive jurisdiction of the English Courts.
12. The indemnities given under this Deed shall apply irrespective of cause and notwithstanding the negligence, breach of duty (statutory or otherwise) or other failure of any other SIGNATORY and shall apply irrespective of any claim, demand, cause of action, proceedings, judgment, 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 in tort, contract or otherwise at law and shall be full and primary and shall be fully enforceable irrespective of any separate right of indemnity or contribution from an individual, company, firm, partnership, association or body corporate.

13. In this Deed:

“CONSEQUENTIAL LOSS” means indirect or consequential loss, and direct or indirect loss of: revenue, profit, anticipated profit, use, production, productivity, contracts, business opportunity and losses, costs and/or expenses resulting from business interruption, deferral of production.

Executed and delivered as a Deed *[or such other formality as may be required under the law of the country of incorporation of Undersigned Party to render a unilateral promise binding on the Undersigned Party]*

Entered into thisday of 20.....

Witnessed by CONTRACTOR

For the Undersigned Party

by:

by:

for CONTRACTOR

.....

ANNEX 2/C

FORM OF DEED OF LIABILITY AND INSURANCE FROM SUBCONTRACTORS

Whereas (1), has contracted with (2).....-.....for work to be done or services to be carried out for (2).....-.....- in connection with (3).....

Whereas (1).....has subcontracted or intend to subcontract such work or services or part of same to us the Undersigned (4).....established at (5).....represented by (6).....

We the Undersigned, have taken notice of all obligations placed on SUBCONTRACTORS in the CONTRACT N° (7)dated.....between (2).....- (1).....and have specially taken notice of Articles 5 “Liabilities” and 6 “Insurances” of said CONTRACT, and acknowledge by these presents that we are bound by and undertake to comply with all obligations.

Common Seal of signature of the Undersigned or such other formality as may be required under the law to render such undertaking binding on the Undersigned.

Entered into this ... day of.....2.....

SUBCONTRACTOR:

Witnessed by (1).....

- (1) Reference of CONTRACTOR
- (2) Reference of COMPANY
- (3) Reference of facilities
- (4) Reference of SUBCONTRACTOR
- (5) Address of main office of understanding SUBCONTRACTOR
- (6) Undersigned officer’s name and quality
- (7) Reference of the CONTRACT

ANNEX 3 - CONTRACTOR'S INSURANCE STATUS

Ref. to sub-Articles ...	DESCRIPTION	POLICY N°	TERMS AND LIMITS
6.1.1 a)	Workmen's Compensation		
6.1.1 b)	Employer's Liability		
6.1.1 c)	Comprehensive General Liability		
6.1.1 d)	Automobile Public Liability		
6.1.1e)	All risk insurance		
6.1.1 e)	All risk insurance (GOODS)		

ANNEX 4 - PREVENTION OF ILLEGAL EMPLOYMENT

ANNEX 4/A

CONTRACTOR registered in France

CONTRACTOR garantit la régularité de sa situation dans le cadre du Contrat, notamment à l'égard de toutes les administrations et autorités fiscales. A ce titre, CONTRACTOR certifie avoir procédé aux déclarations exigées par les organismes de protection sociale et de l'administration fiscale, et avoir rempli les obligations indiquées aux articles L.8221-3 et L.8221-5 du Code du Travail.

CONTRACTOR s'engage à remettre à la signature du Contrat puis tous les six mois à compter de cette date, les documents mentionnés ci-dessous, conformément aux articles D.8222-5, D.8222-7 et D.8222-8 et aux articles D.8254-2 et suivants du Code du travail :

1. Dans tous les cas

Une attestation de fourniture de déclarations sociales émanant de l'organisme de protection sociale chargé du recouvrement des cotisations et des contributions sociales incombant au CONTRACTOR datant de moins de six mois.

Cette attestation devra permettre la vérification de son authenticité auprès dudit organisme, au moyen du dispositif d'authentification prévu à l'article D. 243-15 du Code de la sécurité sociale.

2. Lorsque l'immatriculation au répertoire des métiers ou au registre du commerce et des sociétés est obligatoire

- Un original de l'extrait de l'inscription au registre du commerce et des sociétés (K ou K bis) datant de moins de trois mois, **ou**
- Une copie de la carte d'identification justifiant l'inscription au répertoire des métiers, **ou**
- Un devis, document publicitaire ou correspondance professionnelle mentionnant le nom ou la dénomination sociale, l'adresse complète et le numéro d'immatriculation au registre du commerce et des sociétés ou au répertoire des métiers ou à une liste ou un tableau d'un ordre professionnel ou la référence à l'agrément délivré par l'autorité compétente, **ou**
- Un récépissé du dépôt de déclaration auprès du Centre des Formalités des Entreprises pour les personnes en cours d'inscription.

3. Lorsque le CONTRACTOR emploie des salariés étrangers et soumis à l'autorisation de travail mentionnée à l'article L.5221-2 du Code du travail

Une liste nominative des salariés étrangers et soumis à l'autorisation de travail mentionnée à l'article L.5221-2 du Code du travail, cette liste mentionnant, pour chaque salarié, sa date d'embauche, sa nationalité ainsi que le type et le numéro d'ordre du titre valant autorisation de travail.

ANNEX 4/B**CONTRACTOR not registered in France**

CONTRACTOR undertakes to produce the documents and attestation listed below at the signature of CONTRACT. Whenever whole or part of the SERVICES are to be performed in France, CONTRACTOR shall reiterate the provision of said documents and attestation every six (6) months until the term of CONTRACT.

These documents and certificates should be written in the French language **or** sent along with a translation into French.

1. In all cases:

- a document quoting his individual identification number or, if CONTRACTOR is not held to have such a number, a document stating his identity and address or, as the case may be, the details of his tax representative in the country of operations; **and**

2. Whenever whole or part of the SERVICES are to be performed in France:

- a document testifying to the CONTRACTOR's regular social/labour status with respect to regulation (CE) n°883/2004 as of 29th April 2004 or to an international social/labour security convention, or
- a certificate of social declaration and payment of social contributions and taxes as provided for by article L. 243-15 of the French Social Security Code. In such a case, this certificate shall be in a way to allow the verification of its authenticity through the authentication system provided for by article D. 243-15 of the French Social Security Code.

3. When CONTRACTOR's registration with a trade registry is mandatory in the country of operation or domiciliation:

- a document issued by the authorities in charge of keeping said trade registry or a document testifying to such registration;
or
- a bill of quantities, advertising document or trade correspondence, mentioning the name or corporate title, full address and nature of registration to the trade registry;
or
- for companies in the process of incorporation, a document less than six months old from the organisation entitled to receive registration to the trade registry and testifying to the registration application for said registry.

4. When CONTRACTOR seconds on the French national territory foreign employees subject to the work authorisation provided under article L.5221-2 of the French Labour Code as part of performance of CONTRACT:

A name list of the foreign employees subject to the work authorisation provided under article L.5221-2 of the French Labour Code, should mention, for each single employee, his/her hiring date, nationality as well as the type and order number of work authorisation document.

ANNEX 5 - FUNDAMENTAL PRINCIPLES OF PURCHASING

CONTRACTOR are required to comply with and to make sure that their own suppliers and subcontractors comply with applicable laws, as well as principles equivalent to those set forth in the Universal Declaration of Human Rights, the fundamental Conventions of the International Labour Organization, the United Nations Guiding Principles on Business and Human Rights, United Nations Global Compact, the Voluntary Principles on Security and Human Rights, and the OECD Guidelines for Multinational Enterprises.

Effective policies and procedures should be implemented, in particular with respect to the principles set out below.

• Respecting human rights at work:

Ensure that working conditions and remuneration of workers preserve human dignity and are consistent with the principles defined by the Universal Declaration of Human Rights and by the fundamental Conventions of the International Labour Organization.

Prohibition and prevention of child labour

Prohibit employment of workers under the age of 18 for hazardous and night work, and prohibit employment of workers under the age of 15, except where local law provides for greater protection for the child.

Prohibition and prevention of forced labour

Ensure that no worker is coerced to work against his/her will through the use of violence, intimidation, financial coercion or threat of penalty or sanction.

Prohibit confiscation of workers' identity documents, provided that where local law requires such document to be retained, workers must have immediate and automatic access to such documents.

Ensure that no recruitment fees are charged to the worker.

Working conditions, remuneration and compensation

Establish an employment contract.

Provide a living wage and ensure compliance with a maximum number of working hours, adequate rest time and parental leave.

Document compliance with such requirements.

Health and Safety at work

Provide a healthy and safe workplace where workers are protected from accidents, injuries, and work-caused illness.

When accommodation is provided by the employer, ensure that it is safe, clean and adequate as a living space.

Prohibition and prevention of discrimination and harassment at the workplace

Prohibit harassment and practices resulting in discriminatory treatment of workers with particular attention to recruitment, compensation, benefits or termination.

Freedom of speech, association and collective bargaining, freedom of thought, conscience and religion

Allow workers to choose whether to be member of a collective bargaining organization. In countries where such right is restricted, ensure employees have the right to participate in a dialogue about their collective work situation.

Outsourcing and Subcontracting

• **Protecting health, safety, and security:**

- Perform risk analysis and assessments in these areas and implement appropriate means to prevent those risks;
- Establish a system for monitoring events that occurred in these areas.

• **Preserving the environment:**

- Implement an appropriate environment risk management system, in order to identify and control the environmental impact of activities, products or services, to continuously improve environmental performance, and to implement a systematic approach to define environmental objectives, achieve them and demonstrate that they have been achieved;
- Undertake the improvements needed for protecting the environment;
- Limit the impact of industrial activities on the environment.

• **Preventing corruption, conflict of interests, and fighting against fraud:**

- Fight against fraud;
- Prevent and ban any form of corruption: active or passive, private or public, direct or indirect;
- Avoid conflicts of interest, in particular when personal interests may influence professional interests.

• **Respecting the competition law:**

- Comply with the applicable competition law.

• **Promoting economic and social development:**

- Create a climate of trust with stakeholders, engaging in a dialogue with local communities, promoting local sustainable development initiatives, and giving local companies the opportunity to develop their business.

Compliance with these laws and principles may be audited.