

IMPORTANT NOTES

1. This Purchase Order is issued subject to the COMPANY's PURCHASE ORDER TERMS FOR GOODS AND SERVICES which is indicated in Annex A and which is referenced to as General Terms and Conditions ("Terms and Conditions") and the SPII (Shipping, Packing and Invoicing Instructions). The General Terms and Conditions apply in respect of an agreement between COMPANY and CONTRACTOR, which may e.g. be in the form of a purchase order or a work statement (the "Agreement"). These Terms and Conditions are binding between COMPANY and CONTRACTOR and supersede and replace any CONTRACTOR terms and conditions or previous agreements for the Goods and Services in scope. In cases where a Contract Number is used as Agreement Reference in the PO, then Annex A is superseded and the terms and conditions of the specified Contract Number will apply.
2. FOR LOCAL VENDORS: Follow the Prime Energy PICK-UP AND DELIVERY NOTIFICATION (PDN) Policy:

ADVANCE DELIVERY NOTICE for LOCAL vendors:

- a) Vendor shall notify Batangas Supply Base (BSB) team that item is ready to be delivered at least 48 hours in advance.
This will be done via vendor submission of PDN including supporting documents (as enumerated in SECTION 4.a) to the following recipients:
 - i. Jed.Eclipse@primeenergy.ph
 - ii. Manolito.Pita@primeenergy.ph
- b) BSB will review the documents within 24 hours and advise vendor whether they can proceed to deliver. Vendor is NOT allowed to proceed with the delivery without explicit instruction and approval from BSB. Delivery will be rejected for vendors without approved PDN.
- c) If the vendor has a valid Permit to Operate (PTO) issued by the Philippine Ports Authority (PPA) in the Batangas Port, vendor will be advised to deliver directly to BSB. Vendor shall bring a copy of the PTO during delivery. Copy of PDN will be given to the BSB guard as reference during the actual delivery. Vendor is advised to refrain from engaging in unnecessary conversations with the PPA guards.

Batangas Supply Base (BSB)
ATI Building 1, Batangas Port
Sta. Clara, Batangas City 4200
Philippines
Attention: Lito Pita
Tel.: (+6343) 722-1513
- d) If vendor does NOT have a valid PTO, vendor shall deliver to identified interim warehouse. Copy of PDN will be given to assigned staff as reference during the actual delivery.
- e) Vendor should follow the assigned delivery window hours. This is applicable for both BSB and identified interim warehouse deliveries.
 - i. Tuesday: 8:00 - 10:00 am & 1:00 - 3:00 pm
 - ii. Wednesday: 8:00 - 10:00 am & 1:00 - 3:00 pm
 - iii. Thursday: 8:00 - 10:00 am & 1:00 - 3:00 pm

ADVANCE PICK-UP NOTICE (FOR REPAIR) for LOCAL VENDORS:

- f) Prime Energy REPAIR FOCAL person will notify the vendor that materials are ready for pick-up via email to the following recipients:
 - i. Vendor
 - ii. Jed.Eclipse@primeenergy.ph
 - iii. Manolito.Pita@primeenergy.ph
 - iv. Buyer Focal Point
- g) Vendor shall submit PDN to BSB at least 48 hours prior to the planned the pick-up schedule of the materials.
- h) BSB will review the PDN within 24 hours and advise the vendor whether they can proceed with pick-up. Vendor is NOT allowed to proceed with the pick-up without explicit instruction. Pick-up will be rejected for vendors without approved PDN.

- i) If the vendor has a valid PTO, they can proceed to BSB upon receipt of BSB confirmation.
- j) If the vendor does NOT have a valid PTO, below are the options:
 - a. For Batangas-based vendors, vendor shall directly coordinate with any Batangas-based delivery vendors with a valid PTO.
 - b. For all other vendors, please DIRECTLY coordinate with Royal Cargo on the BSB pick-up transport. Transport costs shall be for the account of the vendor for this case.

ROYAL CARGO Details:

Contact Person: Rochelle D. Paras
 Email Address: rochelle.deguzman@royalcargo.com
 Contact Number: +632 8333-3000 ext.1272 | +63917 514-9433

- k) After the materials have been repaired, vendor shall advise BSB that the items are ready for delivery. Above PDN Policy will apply.

3. FOR FOREIGN VENDORS: Follow the guidelines below.

- a) EXPORT CONTROL: Vendor shall provide the ECCN # (Export Control Classification Number)/HS # (Harmonized System) Code or any applicable classification for traded products of the quoted material/s. Vendor shall verify and advise the buyer in advance if the material requires an End User Certificate (EUC). Vendor may check the link for reference: Commerce Control List.
 Link: <http://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/commerce-control-list-ccl/17-regulations/139-commerce-control-list-ccl>
- b) REGULATED MATERIALS: If quoted material has a chemical content, vendor shall submit a copy of the updated GHS-COMPLIANT SDS of the product and the Certification of Analysis. The Philippine government has strictly enforced compliance to the latest edition of the GHS (Globally Harmonized System of Classification and Labelling of Chemicals). Vendor shall properly identify and register all items considered as DANGEROUS GOODS prior purchase.
- c) SHIPMENT CONSOLIDATION: If shipment is consolidated and consists of multiple orders, vendor shall pack and invoice together the POs with below USD3,700 value and must pack and invoice together the POs with above USD3,700 PO value.
- d) PACKAGING:
 - i. If shipment with wooden crates will not be consolidated (i.e., outside Singapore), vendor shall conduct the fumigation.
 - ii. Special Packaging (e.g. long length items/pipes, plastic flange protector, or special packaging due to airlines requirement) is the responsibility and for the account of the vendor.
- e) CARGO COLLECTION - Once the cargo is available for collection, vendor shall provide the following information via email to the Buyer. The cargo will NOT be collected if the four (4) items below are NOT completely provided.
 - i. Commercial Invoice (as described in SECTION 3.f.B.1)
 - ii. Packing list (as described in SECTION 3.f.B.2)
 - iii. Certifications (as described in SECTION 4.a)
 - iv. Collection Address and Contact Person
- f) Prime Energy SHIPPING INSTRUCTIONS (FOR STRICT COMPLIANCE): Shipment will be processed with an approved Tax Exemption Certificate (TEC). Vendor may shoulder the resulting cost of Duties and Taxes in the event of vendor's failure to comply with these instructions. Prime Energy may withhold or suspend payment to the vendor in case of non-compliance to the instructions below.

A. MARKINGS ON THE PACKAGE/CARGO

CONSIGNEE:

PRIME ENERGY RESOURCES DEVELOPMENT B.V.
 19th Floor Asian Star Building Asean Drive,
 Filinvest Corporate City, Alabang
 Muntinlupa, Philippines
 Contact Person: Janiza Garcia
 Contact No: +632 3406-4086

NOTIFY PARTY

PRIME ENERGY RESOURCES DEVELOPMENT B.V.

Batangas Supply Base (BSB)
ATI Building 1, Batangas Port
Sta. Clara, Batangas City 4200
Philippines
Attention: Lito Pita
Tel.: (+6343) 722-1513

B. DOCUMENTATION (SHIPPING DOCUMENTS)

1. Commercial Invoice

- a. Shall match PO description and value
- b. If subject for Tax Exemption Certificate (TEC), Commercial invoice material description must match the description in the pro-forma invoice if pro-forma invoice is used in TEC application.

2. Packing List

- a. Net Weight and Gross Weight are required on the packing list.
- b. For multiple line items, the net weight and gross weight must be identified for each line item. Grouping is not allowed.
- c. HS Code must also be indicated per line item.

4. For BOTH LOCAL and FOREIGN VENDORS supply GOODS: Follow the guidelines below.

a) CERTIFICATION REQUIREMENTS: All the following original certificates must be submitted in advance:

- i. Foreign vendors: submit together with Commercial Invoice and Packing List (CIPL)
- ii. Local vendors: submit together with Pick-up and Delivery Notification (PDN)
 - 1. Bolts – Certificate of Conformance (COC), Mill Cert
 - 2. Calibration/Test Equipment - Calib Cert, Warranty Cert, Ex Cert
 - 3. Chemicals - Safety Data Sheet
 - 4. Lubricants & Grease - Certificate of Analysis
 - 5. Computer Parts - COC
 - 6. Control Valves - COC, OPS/Maintenance Manual, Calib Cert, Hydro Test, NAC MR-0175
 - 7. Cylinder Rack - Test Cert, Load Test
 - 8. Electrical Equipment - COC, Ex Cert
 - 9. Fittings & Flanges - COC, Mill Cert
 - 10. Gaskets - COC, Mill Cert
 - 11. Instrument Tubing - Mill Cert, Test Cert, NAC MR-0179
 - 12. Instrument Fittings - COC
 - 13. Oil, Fuel & Air Filters - COC
 - 14. Ordinary Cables - COC
 - 15. Ordinary Valves - Mill Cert
 - 16. Pipes - Mill Cert, NDE Test
 - 17. Power Cables - COC, Test Cert
 - 18. Pressure Vessels - Mill Cert, NDE Test, ASME U Cert
 - 19. Pressure/Temperature Gauges - COC, Calib Cert, NAC MR-0178
 - 20. Pumps and Motors - Test Cert, OPS/Maint Manual, Hydro Test
 - 21. Relief Valves - COC, Mill Cert, Test Cert, Hydro Test
 - 22. Relief Valve Accessories - COC, Mill Cert
 - 23. Rigging Equipment - Test Cert
 - 24. Safety Equipment - COC, Test Cert
 - 25. Shipping Container - Test Cert, Load Test, Manufacturer's Data Book
 - 26. Steel Plates, Rolled Sections - Mill Cert
 - 27. Transmitter - COC, Mill Cert, OPS/Maint Manual, Calib Cert, Ex Cert, NAC MR-0176
 - 28. Gases (Quads/Cylinder)- Calib Cert, Pressure Test Cert, Certificate of Analysis

b) Vendor shall send via courier all original copies of the certificates identified above to the address below if not included in the shipment packaging.

PRIME ENERGY RESOURCES DEVELOPMENT B.V.
BATANGAS PORT,

ATI Terminal Building 1
Sta. Clara, Batangas City 4200,
Philippines

ATTN: LITO PITA

c) ENVIRONMENT CODE OF BATANGAS CITY

In compliance with the City Government of Batangas Sangguniang Panlungsod Ordinance No. 16 Series of 2010, Section 84, plastic and styrofoam materials must not be used as packaging materials for all deliveries. The use of environment-friendly packaging materials is required.

5. FOR ALL VENDORS supplying SERVICES: Follow the guidelines below.

5.1 [Services] SERVICE TICKET:

- a) The Service Ticket should be filled up by the vendor's representative on site upon completion of the service immediately before demobilization. Vendor shall explicitly state the value of work done during the mobilization and if there are any changes, shall state the changes from the original purchase order and the cost impact of such change. The vendor's representative shall make a detailed calculation of the charges indicated in Sheet 2 of this document and shall print the same.
- b) Vendor's representative shall bring a copy of the original purchase order and quotation. Both documents shall be attached to this Service Ticket before submission to the scheduler. Time Sheets or other relevant supporting documents should be attached for reference.
- c) Vendor shall ensure that this document will be accepted and signed by Prime Energy's representative and submit the signed service ticket together with the vendor invoice.
- d) Prime Energy reserves the right to review and dispute the amounts specified herein if it finds that there are discrepancies with the Service Ticket, Purchase Order and Quotation.

5.2 SAFETY & MOBILIZATION REQUIREMENTS:

- a) Vendor shall wear the required Personal Protective Equipment (PPE) as part of the mobilization.
- b) Prime Energy guidelines require training to be completed to OPITO standards, personnel mobilizing to the offshore platform must send to activity sponsor a copy of the BOSIET CA-EBS certificate and FTW Certificate.
- c) Vendor shall provide Prime Energy medical certificate "Fit to work in remote location" of each personnel prior mobilization date. For foreign contractors, medical certificate should be based on UKOOA or NOGEPA to be valid (certificate will be reviewed/approved by the Prime Energy Focal point doctor). Vendor is not authorized to mobilize without approved medical clearance from Prime Energy Doctor.
- d) Prime Energy Updated Alcohol and Drugs policy: All contractors who will be working in Prime Energy locations must be tested and pass the Three (3) Panel Drug Test which includes Shabu, Marijuana and Ecstasy. Prime Energy sites shall be alcohol-free at all times.
- e) Personnel Insurance Policy: Vendor is responsible to secure life insurance policies for their own personnel covering the mobilization, work activity at site and demobilization covered by this PO/contract.
- f) Vendor shall provide the final mobilization & demobilization schedules and coordinate with the service activity focal point.

6. All original invoices submitted for payment must contain a detailed breakdown of all appropriate Philippine taxes for each Purchase Order and mailed directly to the following address:

Billed to:

Prime Energy Resources Development B.V.

19th Floor Asian Star Building

Asean Drive, Filinvest Corporate City,

Muntinlupa City 1781, Philippines

and submitted/couriered directly to the following address:

Prime Energy Resources Development B.V.

c/o Business Process Outsourcing International, Inc.

BPO International, Inc. | 30/F Citibank Tower, 1226 Valero Street

Makati, Metro Manila, Philippines

Attention to: Prime Energy AP Team

- a) Vendor's invoices cannot be paid if the vendor fails to return a signed copy of the non-contracted Purchase Orders to Prime Energy Resources Development B.V. Purchase Order number must be quoted on the Invoice and all supporting documents pertaining to the order should be attached i.e.; Delivery Receipt (Goods PO) / Signed Service Ticket (Service PO) and other relevant documents.
- b) Invoices incorrectly prepared or lacking required details will be rejected. For any invoice related queries, please send an email to MEXP-BPOI-APprocessing@mexp.ph or MEXP-BPOI-Approcessing@primeenergy.ph.
- c) For local vendors, all Petroleum related contracts are subject to 8% final Income Tax which shall be withheld by Prime Energy and paid to the Bureau of Internal Revenue (BIR). This tax is levied under PD No. 1354 and is in lieu of any and all Philippine Income Taxes, and therefore both individual rates and invoiced charges exclude Value Added Tax (VAT).
 - i. Vendor is required to show separately the gross amount, the deduction of the 8% Final Tax and the net amount of payment, if applicable. All Administrative related contracts are subject to 1% for goods and 2% for services final income tax and 12% Value Added Tax (VAT) if VAT-registered company.
 - ii. Per BIR regulation, vendor shall issue original BIR-registered of each collection receipt (CR) or acknowledgement receipt (AR) to the purchaser, customer or client at the time the payment of goods/materials is collected. Collection Receipt should be submitted to the designated pick-up location.

For Bank Transfer (WIRE) payment, Collection Receipt should be send/mailed directly to the following address within two (2) weeks from the receipt of wire payment:

Prime Energy Resources Development B.V.
c/o Business Process Outsourcing International, Inc.
BPO International, Inc. | 30/F Citibank Tower, 8741 Valero Street
Makati, Metro Manila, Philippines
Attention of: Prime Energy AP Team

- iii. Issued Collection Receipt (CR) or acknowledgement receipt (AR) must be compliant with BIR requirements, indicating the Business Name, TIN of buyer, Business Address and payment details (Amount and Invoice reference), as per below:

Received from Prime Energy Resources Development B.V. with TIN 000-662-551-000 and address at 19th Floor Asian Star Building Asean Drive, Filinvest Corporate City, Alabang, Muntinlupa City, the sum of XXXXXXXXX In partial /full payment for Invoice XXXXXX

7. BUSINESS ETHICS

- a) Vendors must not pay any authorities without an official receipt in compliance with the Anti-Bribery and Corruption.
- b) Vendors shall comply with applicable laws, rules and regulations and international conventions prohibiting the employment of child labor in the Philippines, Republic Act No. 7658 applies. Vendors shall take measures to ensure compliance by its sub-contractors, and all subcontracts executed by the vendor shall provide that violations of child labor laws shall be a ground for termination of the subcontract.

ANNEX A: PURCHASE ORDER TERMS FOR GOODS AND SERVICES

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

PART A

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

CONFIDENTIAL INFORMATION: all technical, commercial, photographic or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by

way of samples or otherwise, relating to a PERSON's business, including WORK PRODUCT, PERSONAL DATA and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms, negotiations, and existence of the CONTRACT, proprietary software, IP RIGHTS, and business records. A reference to COMPANY GROUP'S CONFIDENTIAL INFORMATION includes WORK PRODUCT and the terms, negotiations, and existence of the CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

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

INSOLVENCY EVENT: if a PERSON: (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those

assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY EVENTS listed above.

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

JOINT VENTURE: any entity: (a) which itself is not an AFFILIATE OF COMPANY; (b) in which an AFFILIATE OF COMPANY has a direct or indirect ownership interest; and (c) the activities of which are related to SCOPE.

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

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

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

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

OTHER PERMITTED BUYER: (a) JOINT VENTURES; and (b) CONTRACTORS. **PERSON:** a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

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

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

RESTRICTED PARTY: (i) any PERSON resident, established or registered in a RESTRICTED JURISDICTION; (ii) any PERSON classified as a US Specially Designated National or otherwise subject to blocking sanctions under TRADE CONTROL LAWS; (iii) any AFFILIATES of such PERSONS; and (iv) any PERSON acting on behalf of a PERSON referred to in the foregoing. **SCOPE:** the GOODS to be delivered or the SERVICES to be performed, as the case may be, by or on behalf of CONTRACTOR under this CONTRACT, and all other activities and obligations to be performed by or on behalf of CONTRACTOR under this CONTRACT.

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

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

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

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

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

TRADE CONTROL LAWS: all APPLICABLE LAWS concerning trade or economic sanctions or embargoes, RESTRICTED PARTY lists, trade controls on the import, export, re-export, transfer or otherwise trade of goods, services, software, or technology, including those of the European Union, the United Kingdom and the United States of America.

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

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

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

WORK PRODUCT: any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or material, which arises or is made, created, or generated under the CONTRACT, in connection with SCOPE, or is made, created, or generated from or using COMPANY GROUP's CONFIDENTIAL INFORMATION or COMPANY GROUP's IP RIGHTS.

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

2. REQUIREMENTS PERTAINING TO SCOPE

- (a) This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.
- (b) Time is of the essence for the performance of SCOPE.
- (c) Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

3. REQUIREMENTS PERTAINING TO GOODS

- (a) CONTRACTOR guarantees that GOODS supplied in connection with the performance of SCOPE will be: (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the CONTRACT; (iii) fit for use for any purpose specified in the CONTRACT; and (iv) in strict conformance with the CONTRACT and any specification, drawing, or other description supplied by COMPANY to CONTRACTOR and agreed to as part of the CONTRACT.
- (b) Unless a different period is specified in the SCOPE DESCRIPTION, CONTRACTOR's warranty for GOODS applies to all defects arising within 12 months of COMPANY's ACCEPTANCE of GOODS.
- (c) Following ACCEPTANCE by COMPANY of the GOODS, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.
- (d) CONTRACTOR retains risk of loss of and damage to the GOODS until delivery is complete in accordance with the INCOTERMS in any case where INCOTERMS are specified, otherwise when COMPANY takes physical possession of the GOODS.
- (e) Title to the GOODS will pass to COMPANY at the earlier of: (i) risk of loss of and damage to the GOODS passing to COMPANY; or (ii) as COMPANY makes payment for the GOODS.
- (f) CONTRACTOR will pack the GOODS so that they may be transported and unloaded safely. CONTRACTOR represents that, on delivery, the GOODS will have been accurately described, classified, marked, and labelled, in accordance with the CONTRACT, all APPLICABLE LAWS, and STANDARDS OF PRACTICE.

4. REQUIREMENTS PERTAINING TO SERVICES

4.1 SERVICES Warranties

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

- (b) Unless a different period is specified in the SCOPE description, CONTRACTOR's warranty for SERVICES applies to all defects arising within 12 months of COMPANY's ACCEPTANCE of the SERVICES.
- (c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.
- (d) CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARDS OF PRACTICE. CONTRACTOR will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.

4.2 CONTRACTOR PERSONNEL in Connection with SERVICES

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

5. COMPENSATION, PAYMENT, AND INVOICING

- (a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.
- (b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.
- (c) COMPANY will pay CONTRACTOR any undisputed amount within the time period specified in the CONTRACT after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.
- (d) Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) evidence SCOPE was performed in accordance with the CONTRACT.
- (e) If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

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

7. ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE

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

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

9. INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE

- (a) To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.
- (b) CONTRACTOR will request ACCEPTANCE from COMPANY: i) of GOODS by completion of delivery; or ii) of SERVICES by writing on completion of SCOPE. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

10. REMEDIAL ACTIONS If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where: (i) emergency situations or other HSSE risks require the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not

timely complete the actions according to the agreed schedule. CONTRACTOR's warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

PART B

1. PERFORMANCE

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

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

2. TAXES

2.1 CONTRACTOR TAXES CONTRACTOR will be responsible for payment of all TAXES, and any interest, fines, or penalties for which CONTRACTOR GROUP is liable for:

(a) income, capital gains, and wages; and

(b) import or export of CONTRACTOR EQUIPMENT, or the movement of CONTRACTOR PERSONNEL.

2.2 INDIRECT TAXES

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

2.3 Withholding

(a) Where required under APPLICABLE LAWS, COMPANY will withhold and pay over to relevant AUTHORITIES, TAXES from amounts payable to CONTRACTOR. That sum is a corresponding discharge of COMPANY's liability to CONTRACTOR under the CONTRACT.

(b) If CONTRACTOR holds a valid exemption certificate, it will provide copies or further information to substantiate an entitlement to avoid the withholding, which COMPANY may then rely on to apply the exemption.

3. LIENS

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

4. SUSPENSION

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

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

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

5. TERMINATION

5.1 Termination by COMPANY for cause

(a) COMPANY may terminate the CONTRACT or part of SCOPE for cause by written notice with immediate effect if: (i) in connection with the performance of the CONTRACT, CONTRACTOR GROUP breaches its own Business Principles, or if it has no equivalent principles, then Prime Energy's Business Principles; (ii) CONTRACTOR GROUP violates ANTI-CORRUPTION LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws or HSSE STANDARDS; (iii) CONTRACTOR GROUP becomes a RESTRICTED PARTY; or (iv) CONTRACTOR is subject to an INSOLVENCY EVENT.

(b) COMPANY may terminate the CONTRACT or part of SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the

breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.

5.2 Termination by COMPANY for convenience

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

5.3 Termination by CONTRACTOR for cause

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

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

5.4 CONTRACTOR Obligations on Termination

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

5.5 Compensation in the Event of Termination

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

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

5.6 Exclusive Reasons for Termination

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

6. LIQUIDATED DAMAGES

Any LIQUIDATED DAMAGES set out in the CONTRACT are genuine pre-estimates of the losses that may be sustained by failure of performance. COMPANY may claim demonstrated general damages in any case where LIQUIDATED DAMAGES are unenforceable.

7. LIABILITIES AND INDEMNITIES

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

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

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

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

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

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

9.2 Business Principles

(a) CONTRACTOR acknowledges that it has actual knowledge of: (i) Prime Energy General Business Principles attached as Appendix 1 and Prime Energy Supplier Principles attached as Appendix 2; (ii) Prime Energy Code of Conduct.

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

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

(d) CONTRACTOR agrees that the CONTRACTOR GROUP shall abide by the Prime Energy General Business Principles, Prime Energy Supplier Principles, and Prime Energy Code of Conduct (collectively, the "Business Principles") as such policies may be modified by COMPANY from time to time.

9.3 Anti-Bribery and Corruption

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

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

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

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

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

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

9.4 Export and Trade Controls

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

(b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES; and (iv) CONTRACTOR will not source any of the goods, SOFTWARE or technology in SCOPE to be delivered or supplied to COMPANY under the CONTRACT, directly or indirectly, from RESTRICTED PARTIES or a RESTRICTED JURISDICTION.

9.5 PERSONAL DATA Protection

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

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

9.6 Health, Safety, Security, and Environment ("HSSE")

In performing SCOPE at COMPANY GROUP WORKSITES, or other location if specified in the HSSE STANDARDS, CONTRACTOR will, and will ensure that CONTRACTOR GROUP will, at all times: (i) pursue COMPANY's HSSE principle of Goal Zero; (ii) comply with IOGP 459Life Saving Rules, available at <https://iogp.org/life-savingrules/> (iii) comply with other applicable HSSE STANDARDS.

10. CONFIDENTIAL INFORMATION

10.1 Obligations in Connection with CONFIDENTIAL INFORMATION

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

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

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

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

10.3 External Communications CONTRACTOR must obtain written approval from COMPANY before proceeding with any external communications in connection with the CONTRACT, disclosure of business relationships, or use of COMPANY's trademarks.

11. INTELLECTUAL PROPERTY

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

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

(c) COMPANY's ownership rights in SCOPE under this article will not extend to CONTRACTOR's IP RIGHTS that: (i) pre-existed the performance under the CONTRACT; (ii) are developed independently from performance of the CONTRACT;

or (iii) are used by CONTRACTOR in connection with or to perform the CONTRACT, but are not based on or arising out of COMPANY GROUP's IP RIGHTS or CONFIDENTIAL INFORMATION.

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

12. FINANCIAL AND PERFORMANCE AUDIT

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

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

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

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

13. RELATIONSHIP OF THE PARTIES

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

13.2 No Business Relationship

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

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

14. CONTRACTOR PERSONNEL AND SUBCONTRACTING

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

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

14.3 Formation and Content of SUBCONTRACTS; Further Requirement CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

15. ASSIGNMENT

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

16. FORCE MAJEURE

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

(b) Only the following are FORCE MAJEURE EVENTS: (i) riots, wars, blockades, or threats or acts of sabotage or terrorism; (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, or tornadoes; (iii) radioactive contamination, epidemics, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level

or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT; (v) government sanctions, embargoes, mandates, or laws, that prevent performance; (vi) except as expressly provided otherwise in the CONTRACT, inability of a party to timely obtain licences, permits, or AUTHORITIES' consents required for performance; or (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances.

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

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

17. NOTICES

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

18. GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES

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

18.2 Dispute Resolution

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

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

(c) The seat of the arbitration will be City of Makati, Metro Manila, Philippines.

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

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

18.3 Specific Performance

COMPANY is entitled to specific performance of the CONTRACT.

19. ADDITIONAL LEGAL PROVISIONS

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

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

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

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

(e) COMPANY GROUP and CONTRACTOR GROUP will be entitled by virtue of Article 1311 of the Civil Code of the Philippines to enforce the benefits expressly conferred on them by the CONTRACT as long as each party

communicates its acceptance of the CONTRACT to the other party before the CONTRACT is terminated or revoked by either party. Except as provided in this paragraph, no term of the CONTRACT will be enforceable by virtue of Article 1311 of the Civil Code of the Philippines by any PERSON who is not a party to the CONTRACT. However, the parties may amend or terminate the CONTRACT without notice to or consent of any PERSON not a party, but conferred benefits, even if rights to enforce a benefit conferred by the CONTRACT may be varied or extinguished.

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

Appendix 1: Prime Energy General Business Principles

The Prime Energy General Business Principles govern how Prime Energy conducts its affairs.

LIVING BY OUR PRINCIPLES

The objectives of Prime Energy are to engage efficiently, responsibly and profitably in oil, gas, other selected businesses and to participate in the search for and development of other sources of energy to meet evolving customer needs and the world's growing demand for energy.

Our shared core values of honesty, integrity and respect for people underpin all the work we do and are the foundation of our Business Principles.

The Business Principles apply to all transactions, large or small, and drive the behaviour expected of every employee in Prime Energy in the conduct of its business at all times.

We are judged by how we act. Our reputation will be upheld if we act in accordance with the law and the Business Principles. We encourage our business partners to live by them or by equivalent principles.

It is the responsibility of management to lead by example, to ensure that all employees are aware of these principles, and behave in accordance with the spirit as well as with the letter of this statement.

The application of these principles is underpinned by a comprehensive set of assurance procedures, which are designed to make sure that our employees understand the principles and confirm that they act in accordance with them.

As part of the assurance system, it is also the responsibility of management to provide employees with safe and confidential channels to raise concerns and report instances of non-compliance. In turn, it is the responsibility of Prime Energy employees to report suspected breaches of the Business Principles.

The Business Principles have for many years been fundamental to how we conduct our business and living by them is crucial to our continued success.

OUR VALUES

Prime Energy employees share a set of core values – honesty, integrity and respect for people. We also firmly believe in the fundamental importance of trust, openness, teamwork and professionalism, and pride in what we do.

SUSTAINABLE DEVELOPMENT

As part of the Business Principles, we commit to contribute to sustainable development. This requires balancing short- and long-term interests, integrating economic, environmental and social considerations into business decision-making.

RESPONSIBILITIES

Prime Energy recognises five areas of responsibility. It is the duty of management continuously to assess the priorities and discharge these inseparable responsibilities on the basis of that assessment.

a. To shareholders

To protect shareholders' investment, and provide a long-term return competitive with those of other leading companies in the industry.

b. To customers

To win and maintain customers by developing and providing products and services which offer value in terms of price, quality, safety and environmental impact, which are supported by the requisite technological, environmental and commercial expertise.

c. To employees

To respect the human rights of our employees and to provide them with good and safe working conditions, and competitive terms and conditions of employment.

To promote the development and best use of the talents of our employees; to create an inclusive work environment where every employee has an equal opportunity to develop his or her skills and talents.

To encourage the involvement of employees in the planning and direction of their work; to provide them with channels to report concerns.

We recognise that commercial success depends on the full commitment of all employees.

d. To those with whom we do business

To seek mutually beneficial relationships with contractors, suppliers and in joint ventures and to promote the application of these Prime Energy General Business Principles or equivalent principles in such relationships. The ability to promote these principles effectively will be an important factor in the decision to enter into or remain in such relationships.

e. To society

To conduct business as responsible corporate members of society, to comply with applicable laws and regulations, to support fundamental human rights in line with the legitimate role of business, and to give proper regard to health, safety, security and the environment.

Principle 1

ECONOMIC

Long-term profitability is essential to achieving our business goals and to our continued growth. It is a measure both of efficiency and of the value that customers place on Prime Energy products and services.

It supplies the necessary corporate resources for the continuing investment that is required to develop and produce future energy supplies to meet customer needs. Without profits and a strong financial foundation, it would not be possible to fulfil our responsibilities.

Criteria for investment and divestment decisions include sustainable development considerations (economic, social and environmental) and an appraisal of the risks of the investment.

Principle 2

COMPETITION

Prime Energy supports free enterprise. We seek to compete fairly and ethically and within the framework of applicable competition laws; we will not prevent others from competing freely with us.

Principle 3

BUSINESS INTEGRITY

Prime Energy insists on honesty, integrity, and fairness in all aspects of our business and expect the same in our relationships with all those with whom we do business. The direct or indirect offer, payment, soliciting or acceptance of bribes in any form is unacceptable. Facilitation payments are also bribes and must not be made. Employees must avoid conflicts of interest between their private activities and their part in the conduct of company business. Employees must also declare to their employing company potential conflicts of interest. All business transactions on behalf of Prime Energy must be reflected accurately and fairly in the accounts of the company in accordance with established procedures and are subject to audit and disclosure.

Principle 4

POLITICAL ACTIVITIES

a. Of companies

Prime Energy acts in a socially responsible manner within the laws of the countries in which we operate in pursuit of our legitimate commercial objectives.

Prime Energy does not make payments to political parties, organisations or their representatives.

Prime Energy does not take part in party politics. However, when dealing with governments, Prime Energy has the right and the responsibility to make our position known on any matters, which affect us, our employees, our customers, our shareholders or local communities in a manner, which is in accordance with our values and the Business Principles.

b. Of employees

Where individuals wish to engage in activities in the community, including standing for election to public office, they will be given the opportunity to do so where this is appropriate in the light of local circumstances.

Principle 5

HEALTH, SAFETY, SECURITY AND THE ENVIRONMENT

Prime Energy has a systematic approach to health, safety, security and environmental management in order to achieve continuous performance improvement.

To this end, Prime Energy manages these matters as critical business activities, set standards and targets for improvement, and measure, appraise and report performance externally.

We continually look for ways to reduce the environmental impact of our operations, products and services.

Principle 6

LOCAL COMMUNITIES

Prime Energy aims to be good neighbours by continuously improving the ways in which we contribute directly or indirectly to the general wellbeing of the communities within which we work.

We manage the social impacts of our business activities carefully and work with others to enhance the benefits to local communities, and to mitigate any negative impacts from our activities.

In addition, Prime Energy takes a constructive interest in societal matters, directly or indirectly related to our business.

Principle 7

COMMUNICATION AND ENGAGEMENT

Prime Energy recognises that regular dialogue and engagement with our stakeholders is essential. We are committed to reporting of our performance by providing full relevant information to legitimately interested parties, subject to any overriding considerations of business confidentiality.

In our interactions with employees, business partners and local communities, we seek to listen and respond to them honestly and responsibly.

Principle 8

COMPLIANCE

We comply with all applicable laws and regulations of the countries in which we operate.

Appendix 2: Prime Energy Supplier Principles

1. Business Integrity

Contractors and suppliers comply with all applicable laws and regulations.

Contractors and suppliers should not tolerate, permit or engage in bribery, corruption or unethical practices.

Contractors and suppliers support fair competition. Conflicts of interest are avoided.

2. HEALTH, SAFETY, SECURITY, ENVIRONMENT (HSSE) & SOCIAL PERFORMANCE (SP)

Contractors and suppliers have a systematic approach to HSSE & SP management designed to ensure compliance with all applicable laws and regulations and to achieve continuous performance improvement.

Contractors and suppliers:

- are committed to protect the environment in compliance with all applicable environmental laws and regulations;
- use energy and natural resources efficiently;
- continually look for ways to minimise waste, emissions and discharge of their operations, products and services;
- respect their neighbours and contribute to the societies in which they operate
- manage the social impacts of their activities carefully and enhance the benefits to local communities
- recognize that regular dialogue and engagement with stakeholders is essential. In interactions with employees, business partners and local communities, seek to listen and respond to them honestly and responsibly.

3. LABOUR AND HUMAN RIGHTS

Contractors and suppliers conduct their activities in a manner that respects human rights as set out in the United Nations Universal Declaration of Human Rights and the core conventions of the International Labour Organization (ILO) including ensuring:

- no use of child labour
- no use of forced, prison or compulsory labour
- no payment of recruitment fees by workers
- Compliance with all applicable laws and regulations on freedom of association and collective bargaining
- a safe, secure and healthy workplace and not tolerating discrimination, harassment or retaliation
- Compliance with all applicable laws and regulations on working hours
- providing wages and benefits that meet or exceed the national legal standards.