

SHORT FORM GENERAL CONDITIONS FOR SERVICES



1. DEFINITIONS AND INTERPRETATION

- 1.1 "Company's Representative" means a representative appointed by the Company and named in the Contract Agreement who shall have authority to represent and act for the Company at all times during the performance of the Contract and to whom the Contractor shall report;
- 1.2 "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) to the Contractor by the Company whether before or after the date of the Contract;
- 1.3 "Contract" has the meaning given in the Contract Agreement;
- 1.4 "Country" has the meaning given in the Contract Agreement;
- 1.5 "Deliverable" means each or any of the packages of Services and/or data relating thereto described in the Contract Agreement to be completed and delivered by the Contractor in accordance with the requirements of the Contract;
- 1.6 "Contract Agreement" means the contract agreement entered into between the Parties to which these General Conditions are appended;
- 1.7 "Effective Date" has the meaning given in the Contract Agreement;
- 1.8 "Intellectual Property Rights" means any intellectual and industrial property rights including patents, copyrights, designs, utility models, trade or service marks, semiconductor topography rights, database rights, rights in confidential information, including know-how and trade secrets, moral rights or other similar rights in any country (all whether or not registered, including all applications for any of them and all equivalent rights in all parts of the world) and all rights of confidence, whenever and however arising for their full term and including renewals and extensions;
- 1.9 "Laws" means all laws, legislation, orders, decrees, regulations, rules, by-laws, delegated or subordinated legislation, judgments or orders of a court of competent jurisdiction, administrative act or decision of a governmental authority, having jurisdiction or authority over the Services performed under the Contract;
- 1.10 "Party" and "Parties" have the meanings given in the Contract Agreement;
- 1.11 "Price" means the amount the Company agrees to pay the Contractor under the Contract in consideration for the proper performance of the Services by the Contractor in accordance with the terms of the Contract;
- 1.12 "Project" has the meaning given in Recital A of the Contract Agreement;
- 1.13 "Services" means the services set out in Appendix A (Scope of Services);
- 1.14 "Tax" or "Taxes" means any form of taxation, levy, duty, charge, contribution or withholding of whatever nature (including income, value added, excise, customs duties, tariffs, stamp, transfer, property, occupancy, use, real estate, sales, payroll, gains, gross receipts, withholding, and franchise taxes and any other similar fiscal payments, and any replacements or amendments of the same) together with any related fine, penalty, surcharge or interest imposed in connection with such taxes, levies, duties, charges, contributions or withholdings, collected or assessed by, or payable to, any tax authority; and
- 1.15 "USD" means United States' dollars, the lawful currency of the United States of America.
- 1.16 In the Contract, unless the context requires otherwise: (i) words importing the singular also include the plural and vice versa; (ii) "including" or "includes" means without limiting the generality of the foregoing or without limitation; and (iii) references made to agreements, contracts and Laws shall include any amendments, modifications or supplements thereto.

2. SCOPE AND STANDARD OF PERFORMANCE

- 2.1 The Company hereby appoints the Contractor in respect of the Project and the Contractor hereby accepts such appointment and agrees to carry out and complete the Services and its other obligations under the Contract fully and faithfully and in the best interests of the Company and otherwise in accordance with the terms of the Contract, applicable Laws, the Company's instructions, rules and codes of conduct and health, safety and environment requirements;
- 2.2 The Contractor warrants and represents to the Company that (i) in performing the Services, it shall use all the proper skill, care, diligence and foresight to be expected of a first class, international service provider skilled and experienced in carrying out services similar to the Services in relation to projects of a similar type, scope and complexity to the Project; and (ii) it shall at all times keep the Company fully and properly informed as to the progress of the Services;
- 2.3 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect all its obligations under the Contract. Failure by the Contractor to so acquaint itself shall not relieve it of any responsibility for properly performing the Services or entitle it to any additional compensation, time or other relief or remedy.
- 2.4 In order for the Contractor to meet its local content obligations with respect to Clause 17, the Contractor shall consult with the Company's Corporate Social Responsibility Coordinator (the "CSR Coordinator") prior to entering into any discussions, hiring or committing to any temporary contracts relating to local labour, tractors, machinery or other local services and works with local entities, firms or personnel from the areas of operation in or near the Site. The CSR Coordinator shall work with the Contractor to coordinate with the appropriate local governmental authorities, individuals or other relevant organisations in order to discuss, hire or contract with such local entities, firms or personnel.

3. COMMENCEMENT, COMPLETION AND ACCEPTANCE

- 3.1 The Contractor shall commence the Services on the date on which it receives a fully signed and authorized notice to proceed from the Company. Any Services performed by the Contractor prior to the Effective Date shall be deemed to have been performed pursuant to and be governed by the terms of the Contract. On receiving the notice to proceed, the Contractor shall, with the degree of skill, care and diligence referred to in Clause 2.2, prepare each Deliverable in accordance with the Contract and submit the same to the Company in accordance with Appendix C (Schedule).

- 3.2 The Company's Representative shall give written notice to the Contractor that the Deliverables are approved (in this case, such notice shall constitute an acceptance notice); or fail (to the extent stated) to comply with the Contract.

- 3.3 In the event that Company's Representative does not approve any Deliverables in accordance with Clause 3.1, the Contractor shall immediately proceed with all necessary revisions and the procedure set out in Clause 3.1 shall be repeated.

- 3.4 In the event the Company's Representative provide its comments within the period required by Clause 3.1, any Deliverables submitted in accordance with Clause 3.1 shall be deemed to be approved by the Company's Representative upon the expiry of such period.

4. PRICE AND PAYMENT

- 4.1 All costs relating to the performance of the Services and the satisfaction of all other obligations of the Contractor under the Contract, including all Taxes, labour costs, overheads, costs of insurances required by the Contract, shall be deemed to be included in the Price.

- 4.2 The Company shall pay the Contractor the Price in accordance with this Clause 4 and Appendix B (Compensation). Unless specific reference is made to the contrary in the Contract, detailed invoices in respect of the amounts claimed by the Contractor will be submitted in such form and with such detail and supporting documents as the Company shall from time to time require, including a copy of the relevant acceptance notice signed and issued by the Company after approval of the relevant Deliverables in accordance with Clause 3.

- 4.3 The Company shall, by no later than thirty (30) days after receipt of an invoice validly prepared in accordance with Clause 4.2, pay into the bank account of the Contractor specified in Appendix B (Compensation) the full amount set out in the invoice less (i) any amount due from the Contractor to the Company; and (ii) any amount disputed by the Company. Any such disputes shall be resolved in accordance with Clause 20.

5. TAXES

- 5.1 Save in respect of withholding Taxes in Country which are the Company's responsibility as described in Clause 5.2 below, all Taxes, whether present or future, for or in connection with any amounts due pursuant to Clause 4 or the performance of the Services, shall be borne and paid by the Contractor.

- 5.2 The Company shall be liable for any withholding Taxes which are imposed by a tax authority in Country on any amounts payable to the Contractor for the performance of the Services and the Company shall indemnify the Contractor from the consequences of any such Taxes being imposed.

- 5.3 As a condition of the payment of the final instalment of the Price in accordance with Clause 4 and Appendix B, the Contractor shall, where requested by the Company, provide a certificate issued by the tax authority in Country or such other evidence as may be required by the Company evidencing that the Contractor has discharged all its Tax liabilities.

6. DEFECTS

- The Contractor shall promptly re-perform in accordance with the Contract, at its sole cost and expense, any Services which have not been performed in accordance with the terms of the Contract, provided such deficiencies are notified to the Contractor by the Company within the period specified in the Contract Agreement. If the Contractor fails to commence or diligently proceed with such re-performance within a reasonable time after receipt of such instruction, the Company may itself re-perform or engage others to re-perform the said Services and shall be entitled to recover as a debt from the Contractor its costs incurred or amounts paid or payable to such others in connection with such re-performance.

7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 All documents or information supplied by, or on behalf of, the Company to the Contractor is and shall remain the property of the Company.

- 7.2 The Contractor hereby grants to the Company a worldwide, irrevocable, transferable, non-exclusive, royalty-free, fully sub-licensable licence to use and reproduce all information and documents and the Intellectual Property Rights contained in them, prepared or to be prepared by or on behalf of the Contractor in respect of the Project for all purposes whatsoever relating to the Project.

8. LIABILITY AND INDEMNITY

- 8.1 Except to the extent caused by the gross negligence or wilful misconduct of the relevant Company Indemnified Parties, the Contractor shall protect, defend, indemnify and hold harmless the Company and its co-venturers and their respective employees, shareholders, officers and directors (the "Company Indemnified Parties") from and against any and all costs, expenses (including legal fees and expenses), liabilities, damages and/or losses, claims, suits and/or proceedings of any kind without regard to the causes thereof in respect of the death, illness or injury to any personnel of any Contractor Indemnified Parties arising out of, or in connection with, the performance of the Contract and damage to or loss of the property of any Contractor Indemnified Parties, whether owned, hired or leased, including loss of use thereof, arising out of, or in connection with, the performance of the Contract.

- 8.2 The Contractor waives all rights against and shall protect, defend, indemnify and hold harmless the Company Indemnified Parties, from and against any and all costs, expenses (including legal fees and expenses), liabilities, damages and/or losses, claims, suits and/or proceedings of any kind in respect of damage to or loss of Third Party property and for death, illness or injury to any Third Party, caused by any negligent act or omission of any Contractor Indemnified Parties.

- 8.3 Except to the extent caused by the gross negligence or wilful misconduct of the relevant Contractor Indemnified Parties, the Company shall protect, defend, indemnify and hold harmless the Contractor and its shareholders, employees, officers, directors and subcontractors (the "Contractor Indemnified Parties") from and against any and all costs, expenses (including legal fees and expenses), liabilities, damages and/or losses, claims, suits and/or proceedings of any kind without regard to the causes thereof in respect of the death, illness or injury to any personnel of any Company Indemnified Parties arising out of, or in connection with, the performance of the Contract and damage to or loss of the property of any Company Indemnified Parties, whether owned, hired or leased, including loss of use thereof, arising out of or in connection with the performance of the Contract.



8.4 The Company waives all rights against and shall protect, defend, indemnify and hold harmless the Contractor Indemnified Parties, from and against any and all costs, expenses (including legal fees and expenses), liabilities, damages and/or losses, claims, suits and/or proceedings of any kind in respect of damage to or loss of Third Party property and for death, illness or injury to any Third Party, caused by any negligent act or omission of any Company Indemnified Parties. For the purposes of this Clause 8.4, "Third Party" means any person other than the Contractor Indemnified Parties and Company Indemnified Parties.

8.5 Neither Party shall be liable to the other Party for any loss of profit or revenue, loss of use of equipment or associated equipment, loss of production or down time costs, loss of opportunity, loss of contract or loss of goodwill or other pure economic loss suffered by such other Party, provided always that this Clause 8.1 shall not prevent, limit or exclude (i) liability in the case of fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct; (ii) any liabilities to the extent corresponding payments are received or are to be subsequently received pursuant to any of the insurance policies (or where such amounts would be paid or payable but for any vitiating act or omission of the Contractor which entitles insurers to avoid such payment); (iii) any liabilities for such losses or costs which would otherwise be recoverable pursuant to the indemnities set out in the Contract; and (iv) any liability of the Contractor arising as a result of a breach of Clause 16.

8.6 The Contractor's total liability to the Company arising under the Contract for any loss or damage sustained by the Company (including the Company's personnel), arising out of or relating to the acts, omissions or negligence of Contractor under the Contract shall in the aggregate be limited to 100% of the Price, provided that such limit shall not apply to or be reduced by (i) any costs associated with the re-performance of the Services pursuant to Clause 6, whether incurred by the Contractor or the Company; or (ii) any of the liabilities listed in Clause 8.1 (i) – (iv) (inclusive).

9. INSURANCE

9.1 The Contractor shall from the date hereof and throughout the term of the Contract, at its own cost and expense, maintain (and ensure that its subcontractors maintain) the insurances specified in this Clause 9.1 (together, the "Insurance Policies" and each an "Insurance Policy"):

9.1.1 Workmen's Compensation and Employer's Liability Insurance covering the Contractor's personnel while engaged in the performance of the Services. Such insurance shall be in an amount no less than the higher of (i) the statutory limit for Workmen's Compensation and Employer's Liability Insurance in the Country at the Effective Date, and (ii) USD 5 million per occurrence;

9.1.2 Public Liability Insurance covering on a worldwide basis loss, injury (including death) or damage to persons or property, resulting from or occurring in connection with the carrying out of the Services. Such insurance shall be in an amount no less than USD 5 million per occurrence;

9.1.3 Professional Indemnity Insurance, being coverage in respect of the performance of the Services by the Contractor and its personnel and sub-contractors. Such insurance shall be in an amount of no less than USD 10 million for any one occurrence or series of occurrences arising in any one year out of any one event and shall be maintained in the full amount following completion of the Services or termination of the Contract until ten (10) years following completion of the Services or termination of the Contract.

9.1.4 Automobile insurance covering bodily injury, sickness or death of any person, or for loss of or damage to property by any vehicle whether owned, hired or used by the Contractor. Such insurance shall be in an amount no less than the higher of (i) the statutory limit applicable to Automobile Insurance in the Country at the Effective Date, and (ii) USD 5 million per occurrence;

9.1.5 Watercraft (protection and indemnity) Insurance covering use of all watercraft used in the performance of the Services. Such insurance shall be in an amount no less than the higher of (i) the hull value for the insured vessel and (ii) USD 5 million per occurrence; and

9.1.6 Aircraft Liability Insurance covering use of all aircraft (including helicopters) used in performance of the Services. Such insurance shall be in an amount no less than USD 10 million per occurrence.

9.2 The Company shall, from time to time upon demand, be entitled to have produced to it certificates evidencing that the Insurance Policies referred to in Clause 9.1 are in full force and effect. The Insurance Policy or Insurance Policies shall provide that the Company is entitled to not less than thirty (30) days' notice from the insurers prior to cancellation, termination or alteration of cover. The Contractor shall not, and shall procure that its personnel, agents and sub-contractors shall not, do or omit to do anything whereby the Insurance Policies (or any of them) may be or become void or voidable.

9.3 If the Contractor fails to effect or keep in force any of the Insurance Policies under the Contract, then the Company may, without prejudice to any other rights or remedies available to the Company, itself effect and keep in force such Insurance Policy or Insurance Policies and pay the relevant premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Company in respect of such premia from any money due, or which may become due, to the Contractor or recover it as a debt from the Contractor.

9.4 Each Party shall promptly notify the other Party of any actual or potential claim under any of the Insurance Policies but only to the extent that it relates to the Services. Each such notice shall be accompanied by full details of the incident giving rise to the claims. Each Party shall afford the other Party all such assistance as may be required for the preparation and negotiation of any claims under any insurance maintained pursuant to the Contract.

10. SUSPENSION

The Company may at any time, and from time to time, give notice to the Contractor suspending, in whole or in part, the performance by the Contractor of the Services. At any time thereafter the Company may notify the Contractor that it requires it to recommence, in whole or in part, performance of the suspended Services.

11. FORCE MAJEURE

Either Party may be excused from the performance of any obligation under the Contract if it is prevented from performing the same due to any event or condition whatsoever occurring or subsisting after the Effective Date that is (i) unavoidable notwithstanding the reasonable care of the Party affected; (ii) beyond the reasonable control of such Party and (iii) not occasioned by the fault or negligence of such Party, for so long as the relevant event or condition continues and to the extent that such Party's performance is substantially prevented. If such event or condition continues unabated for a period of twelve (12) consecutive months and affects all or a substantial part of the Services, then either Party may terminate the

Contract with immediate effect by giving notice to the other Party.

12. TERMINATION

12.1 If the Contractor (i) without reasonable cause suspends the performance of its obligations under the Contract; (ii) fails to proceed regularly and diligently with the execution of its obligations under the Contract; (iii) refuses or neglects to comply with any instruction of the Company; (iv) fails to procure and maintain the Insurance Policies in accordance with Clause 9; or (v) shall otherwise be in material or persistent breach of the Contract, the Company may give a notice to the Contractor stating the nature of the default, and requiring the Contractor to remedy the same. If the Contractor does not remedy or take effective action to remedy the same within seven (7) days of receipt of such notice, the Company may terminate the Contractor's engagement under the Contract forthwith on written notice.

12.2 The Company may at any time terminate the Contract for its convenience on giving the Contractor thirty (30) days' notice.

12.3 If the Company has failed to pay to the Contractor the amount properly due (and not disputed in accordance with Clause 4.3) under any invoice submitted in accordance with Clause 4.2 within sixty (60) days of the expiry of the time stated in Clause 4.3, then the Contractor may terminate the Contract.

12.4 The Company may terminate the Contract by notice to the Contractor forthwith if (save in relation to a re-organisation, re-construction or amalgamation on terms approved in writing by the Company) the Contractor appoints a provisional liquidator or liquidator or enters into liquidation whether compulsory or voluntary (except in the case of a voluntary winding-up solely for the purposes of restructuring or amalgamation) or suffers the appointment of a receiver or administrative receiver over any of its property or assets or makes or agrees to any compromise, arrangement or moratorium with its creditors or is deemed unable to pay its debts or becomes the subject of administration proceedings or a petition seeking an administration order or any other analogous event under applicable Laws.

13. CONSEQUENCES OF TERMINATION

13.1 If the Contract is terminated under Clauses 11 or 12, the Company shall pay the Contractor, and the Contractor shall agree to accept in full and final settlement of all claims and expenses of such termination, a sum not exceeding the amount due under the Contract for such part of the Services already performed at the date of termination, subject to the right of the Company to deduct or withhold from or set-off against or otherwise recover from the Contractor any and all losses, costs, damages or expenses it may suffer as a result of any breach by the Contractor of any of its obligations under the Contract and/or as a result of any termination by the Company pursuant to Clauses 12.1 or 12.4. The Contractor shall use its reasonable endeavours to mitigate any costs and expenses payable pursuant to this Clause.

13.2 Termination of the Contract by either Party shall be without prejudice to the accrued rights or claims of either Party in relation to any act or omission of the other Party prior to such termination, provided however that the terms of Clauses 11, 12 and 13 constitute a complete and exhaustive statement of the rights and liabilities of the Parties to terminate, and as to the rights and liabilities arising in consequence of the termination of, the Contract. Each Party waives against the other any further or other rights or entitlements, howsoever arising.

14. SUBCONTRACTING

The Contractor shall not be entitled to subcontract the performance of any of the Services or any of its other obligations under the Contract without the prior written consent of the Company. No subcontract shall bind or purport to bind the Company and the Contractor shall remain fully responsible for the acts, omissions and defaults or any sub-contractor.

15. CONFIDENTIALITY

15.1 During the term of the Contract and after termination or expiration of the Contract for any reason the Contractor (i) may not use Confidential Information for a purpose other than the performance of its obligations under the Contract; (ii) may not disclose Confidential Information to a person except with the prior written consent of the Company or in accordance with Clauses 15.1 and 15.2; (iii) shall make every effort to prevent the use or disclosure of Confidential Information (iv) may disclose Confidential Information to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is necessary to fulfil its obligations under the Contract.

15.2 The Contractor shall ensure that a Recipient is made aware of and complies with the Contractor's obligations of confidentiality under the Contract as if the Recipient was a party to the Contract.

15.3 Clauses 15.1 to 15.2 do not apply to Confidential Information which (i) is at the date of the Contract, or at any time after that date becomes, publicly known other than by the Contractor's or Recipient's breach of the Contract; or (ii) can be shown by the Contractor to the Company's satisfaction to have been known by the Contractor before disclosure by the Company to the Contractor. The provisions of Clause 15 shall continue to apply notwithstanding the completion of the Contractor's obligations under the Contract, the termination of the Contractor's engagement under the Contract or expiry of the Contract.

16. ANTI-CORRUPTION

16.1 The Contractor undertakes to comply with all applicable laws and regulations applicable to the Parties and the Services, including all such laws and regulations related to anti-bribery, anti-corruption, anti-money laundering, trade sanctions and anti-terrorism.

16.2 The Company prohibits the offering, promising, authorising, giving or payment of bribes and "facilitation" or "grease" payments by Contractor in connection with the Company's business, the Contract and/or the Services under the Contract, and Contractor will comply with this prohibition of bribes and facilitation payments.

16.3 Contractor agrees that upon reasonable notice in writing and no more than once per year, the Company may review, inspect and audit the books, records, accounts and files of Contractor relating to the Contract and the Services performed hereunder for purposes of confirming compliance with this Clause 16.

16.4 If the Company reasonably believes in good faith that the Contractor has breached any of its obligations set out in this Clause 16, the Company may, upon receiving advice of its legal counsel that it may become subject to fines or other penalties as a result of such breach, provide written notice to Contractor and terminate the Contract and/or suspend payment of any fees or compensation hereunder. Contractor agrees to cooperate with any investigations by the Company in connection with the Contract.

16.5 Contractor undertakes that it will ensure that any agents, subcontractors or other third parties engaged by Contractor in connection with the Contract and the Services under the Contract



have adequate anti-corruption compliance policies and procedures in connection with the Services. In addition, any and all such agents, subcontractors and other third parties must agree to comply with all applicable laws, regulations, decrees and/or official government orders or requirements relating to anti-bribery, anti-corruption, anti-money laundering and anti-terrorism and with the principles contained in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Contractor shall ensure in its contracts with any such third parties that the Company shall have similar audit rights as the Contractor is subject to under the Contract.

17. LOCAL GOODS AND SERVICES

17.1 In performing the Contract, the Contractor shall give preference to entities, firms and personnel from the Country to the extent such entities, firms and personnel have the technical capability, qualifications, competence and experience required to perform the relevant work.

18. GENERAL

18.1 Where the Contractor consists of more than one person, the rights, liabilities and obligations of the parties comprising the Contractor under the Contract shall be joint and several.

18.2 The Company will co-operate with the Contractor and supply to the Contractor on request such reasonable information and assistance as shall be within the Company's actual knowledge and power and necessary for the performance of the Contractor's obligations under the Contract.

18.3 Each Party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the Contract.

18.4 The Contract constitutes the entire agreement between the Company and the Contractor with respect to the subject matter of the Contract and supersedes all prior commitments, arrangements, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the date of the Contract except to the extent they are expressly incorporated herein

18.5 No provision of the Contract makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

18.6 The Contractor shall be an independent Contractor with respect to the Services. Neither the Contractor nor its employees shall be deemed to be the servants, employees or agents of the Company.

18.7 If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract, or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or another provision of the Contract.

19. ASSIGNMENT

The Company shall be entitled, at any time and without the consent of the Contractor being required, to assign or transfer any of its rights or benefits under the Contract to any person on giving notice to the Contractor.

20. GOVERNING LAW, DISPUTES AND ARBITRATION

20.1 The Contract shall be governed by and take effect in accordance with the laws of England.

20.2 In the event that there is any dispute between the Parties concerning the Contract or any term, condition or provision hereof, or concerning the Services or any part thereof, either Party may give notice to the other of the matter being disputed. The Parties shall then seek to resolve such acting in good faith.

20.3 If the Parties fail to settle any dispute in accordance with Clause 20.2, either Party may refer such dispute to be determined by arbitration in Dubai in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The arbitration shall be conducted in the English language. The arbitration tribunal shall consist of one arbitrator. The costs of the arbitration shall form an issue between the Parties to the relevant dispute and be borne by the Parties in accordance with the arbitration award. The arbitration award shall be final and binding and there shall be no appeal therefrom to any court. The Parties shall, and shall procure that their employees and representatives shall, keep the existence, content and results of the arbitration strictly confidential.

20.4 Notwithstanding any reference to dispute resolution hereunder, the Parties shall continue to perform their respective obligations under the Contract unless the Parties otherwise agree.



**APPENDIX A
SCOPE OF SERVICES**



**APPENDIX B
COMPENSATION**



**APPENDIX C
SCHEDULE**



**APPENDIX D
ADMINISTRATION REQUIREMENTS**



**APPENDIX E
HSSE**