MODEC

GENERAL TERMS AND CONDITIONS

This Agreement sets forth the General Terms and Conditions for the provision of GOODS and/or SERVICES to **MODEC Guyana Inc**.

The term "**SELLER**" as used in this document shall mean the entity furnishing the goods, materials, equipment or services as described in the Purchase Order. The term "**BUYER**" as used in this document shall mean **MODEC Guyana Inc**., or its affiliate or subsidiary as identified in the Purchase Order. Collectively BUYER and SELLER are referred to as the "**PARTIES**" and individually as "**PARTY**". These General Terms and Conditions incorporate any Special Conditions of Purchase attached hereto as Attachment "A". In the event of any conflict between these General Terms and Conditions of Purchase and the Scope Specific Agreement, the Scope Specific Agreement shall prevail.

DEFINITIONS AND INTERPRETATIONS

"**Service Entry Sheet**" or "**SES** " previously identified as "Bulletin of Measurement or BM" means a document used to record and verify and confirm the details of services provided by a SELLER, including description, quantities and costs. Creation and submission for the SES is executed by SELLER within BUYER's SALESFORCE platform.

"BASIC SERVICES" means services performed by an unescorted contractor who is not designated to be Higher Exposure, who is under contract, sub-contract and/or purchase order to provide services on CLIENT Premises.

"**CLIENT**" means BUYER´S Client(s) in the projects for which the GOODS or SERVICES are destined.

"**GOODS**" means any goods, materials or equipment provided by SELLER to BUYER, as set out in the relevant PO.

"HIGHER EXPOSURE SERVICES" means services: i) Where the workers performing the services have authorized access to CLIENT networks and/or computing while located on or off CLIENT Premises (e.g. where the worker is provided CLIENT issued LAN ID, email and/or computer access); ii) Where the contract worker has unrestricted access to CLIENT Premises that could cause significant harm to CLIENT's personnel, assets or reputation as designated by CLIENT; iii) That require the exercise of independent action and can result in direct and immediate irreversible effects and/or serious incidents; iv) That have authorized access to CLIENT information designated as private, proprietary, or restricted distribution whereby the consequence of inappropriate/ unauthorized disclosure, modification or loss would be severe.

"**PO**" means Purchase Order, which consists of the document validly issued by an authorized representative of the BUYER to the SELLER, referring to these General Terms and Conditions and specifies the scope of the GOODS and/or SERVICES to be provided, and any applicable special conditions.

"REQUESTER" means the BUYER's internal and designated representative, usually the end user within the organization, responsible for initiating the request for these hiring services. Additionally, the requester typically approves the SES in the SAP system.

"SALESFORCE" means the BUYER-approved customer relationship management platform used for managing purchases, SELLER services, payments, and other business operations.

"**SERVICES**" means any service provided by SELLER to BUYER, as set out in the relevant PO.

"**TAXES**" includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, Income taxes, withholding taxes, Employment taxes (Pay As You Earn- (PAYE)), Personnel income taxes, Franchise taxes, Sales and Use taxes, Value Added Taxes ("VAT"), VAT applicable to non-residents, Industry and Commerce tax, Property, Ad valorem and Excise taxes.

"**T&C**" means these General Terms and Conditions and its Appendixes (as applicable), to which SELLER shall be entirely bound, except as may be otherwise and specifically provided in writing in the relevant PO.

1. ENTIRE AGREEMENT: These **T&C, together with any** PO issued pursuant hereto, embodies the entire agreement between BUYER and SELLER with respect to the GOODS and/or SERVICES. The PARTIES shall not be bound by nor liable for any statement, representation, promise or understanding not set forth herein or in the relevant PO. Nothing contained in any proposals, correspondence, discussions, or negotiations prior to the date of the issuance of a PO has any effect on these **T&C** unless specifically incorporated herein. No changes, amendments, substitutions, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both PARTIES in accordance with Article 2 (Changes) of these **T&C**. No terms contained in any document by SELLER shall have any force or effect unless specifically agreed to by BUYER and incorporated herein.

2. CHANGES: BUYER, through its authorized procurement representative, may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following: (1) drawings or specifications; (2) additions to or deletions from quantities ordered; (3) delivery schedule; (4) method of shipment or packing; and/or (5) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the work or affects warranties and guarantees, an adjustment may be made in the price or delivery schedule once reasonably justified, or both, and the PO shall be modified by written amendments or change orders executed by the authorized representatives of both PARTIES before. Any request by SELLER for adjustment under this Article 2 (Changes) must be asserted within ten (10) calendar days from the date of receipt by SELLER of the notification of change. However, nothing in this Article shall excuse SELLER from proceeding with the PO as changed. If these T&C requires BUYER to review and comment on SELLER's technical documents, then SELLER shall submit within ten (10) calendar days from the date of SELLER's receipt of such review and comments any requests for adjustment which would result from implementation of BUYER's comments. No adjustment will be made hereunder unless BUYER, through its assigned procurement representative, confirms the change in writing.

3. SURVIVAL: Notwithstanding anything to the contrary contained in these T&C, the provisions of this Article 3 (Survival) and Articles 4, 7, 10, 11, 12, 13, 18, 19, 20, 22, 23, 25, 26, 27, 29, 30, 32, 33, 35, 36, 37, 38, 39 and 40 shall survive the completion, expiration, cancellation, or termination of any PO issued pursuant hereto.

4. PARENT COMPANY GUARANTEE: Upon the request of BUYER, SELLER shall, within fifteen (15) calendar days of such request, deliver to BUYER a guarantee from SELLER's ultimate parent company in a form acceptable to BUYER. Such parent company guarantee shall bind SELLER's ultimate parent company to all terms, conditions and warranties contained in these T&C and/or any PO in the same manner that SELLER is so bound. If the PARTIES agree, SELLER may deliver to BUYER, in lieu of the above Parent Company Guarantee, an irrevocable standby letter of credit drawn on or confirmed by a Guyana bank in a form and amount acceptable to BUYER.

5. PRICE AND PAYMENT:

5.1 The prices herein specified are firm and not subject to escalation, and unless otherwise expressly stated, shall include all taxes and duties of any kind which are required to be paid with respect to the sale of the GOODS or provision of SERVICES covered by these T&C, as well as all charges and expenses in connection with the packing of the GOODS and their carriage to the place of delivery to BUYER, as well as mobilization and demobilization costs (where applicable), unless specifically excluded. SELLER shall be paid, except as otherwise stated herein and/or under any PO issued pursuant hereto, within 45 days of the submission of proper invoices and approval confirmation on SALESFORCE, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted. **P**ayment may be withheld or portions thereof may be deducted if, in BUYER's reasonable opinion, SELLER is not performing work in accordance with the provisions of these T&C or if setoffs in favor of BUYER in other transactions are asserted.

All bank fees and related transaction costs incurred in the processing of payments under this agreement shall be borne by the SELLER.

5.2 Invoice and Supporting Documentation Submittal

5.2.1 Invoice and Supporting Documentation Submittal

To submit GOODS invoices, the steps below must be followed:

a) Schedule the delivery of the material on the website: modec.my.salesforce-sites.com/ModecGuyana

b) During scheduling, the supplier must attach the following mandatory documents:

i. A copy of PO (PDF)
ii. Invoice(s) for the material(s).
iii. Certificate(s) for the material(s)
iv. Payment and bank information should be included on the invoice, such as: Currency, SELLER's Account Number, Payee Name, Routing or ABA Number, Swift code, Bank name, Address, City and Country

c) After the documentation and the scheduling have been approved, the supplier may deliver the material to the base on the scheduled date and time in accordance with Appendix 2: Delivery of Materials at Logistics Bases.

d) Once the material is delivered following this procedure, the payment period will start from the delivery date.

e) Invoices issued in different currencies other than Guyanese Dollars must use the Bank of Guyana sales conversion rate published on their website (https://bankofguyana.org.gy/bog/).

If SELLER has a legal responsibility to collect any TAXES directly from BUYER for payment to the appropriate taxing authorities, the portion of any payment from BUYER to SELLER representing such TAXES shall be separately stated in the invoice in a manner and with all accompanying documentation necessary to satisfy legal invoicing requirements for TAXES imposed on BUYER. BUYER shall not be obligated to pay invoices that do not comply with invoicing procedures.

For billing process of every PO, SELLER must comply with the requirements of applicable tax law. In addition to including reference to the corresponding PO in the invoice for payment, SELLER must attach the required tax documentation and technical documentation supporting the performance under the corresponding PO. SELLER must ensure that Invoice(s) issued to BUYER do not exceed the amount of the corresponding PO(s).

5.2.2 To submit SERVICES invoices, the steps outlined below must be followed:

a) SES submission-The SELLER is required to submit the Service Entry Sheet (SES) through the Supplier Portal, accessible at https://modec.my.salesforce-sites.com/ModecGuyana, utilizing a registered login and password. The SES submission must include all pertinent supporting documentation related to the SERVICES provided, including but not limited to timesheets, confirmation emails from the requester following the completion of the Service, daily and/or monthly reports (e.g., calculations), and must be forwarded for the BUYER's approval in accordance with commercial terms.

b) Governance requirements- SESs that do not adhere to the agreed-upon conditions will be rejected by the BUYER. In such cases, the BUYER will reject the SES indicating the main rejection reason and SELLER must proceed with a creation of a new SES with the necessary adjustments. If additional clarification is required, SELLER must contact the Requester indicated on related PO to confirm what was wrong or missing on the previously submitted information.

c) Internal approval- Upon submission of the SES via the Supplier Portal, the document will undergo the internal approval process within the BUYER's system (SAP). The SELLER will have the capability to track the status of the SES through the Portal.

d) Invoice submission- After SES approval, the SELLER must submit the invoice for the Services through the Supplier Portal. This submission

shall be performed following the guidance provided by the BUYER. The SELLER should access "My Payment" within the Supplier Portal, select the option to "Upload Files," indicate the invoice reference, and then follow the steps to attach the document and submit it to the BUYER. After this action, the BUYER's finance department will have access to the document.

e) Invoice issuance aspects- The SELLER bears responsibility for the accurate issuance of the invoice. The invoice must be issued within the current month of the SES's approval. Invoices issued with dates prior to the sending date of submission must be canceled by the SELLER and a credit note relevant to such invoices must be issued, including all applicable taxes. All invoices must comply with the Value Added Tax Act 2005, as amended from time to time. Additionally, the invoice must conform to the details specified in the PO, including the PO number, which must adhere to the coding standard 4500099999. Non-compliance with these requirements may result in the BUYER withholding approval of the invoice.

6. DELIVERY: Timely performance is a material provision of these T&C and BUYER relies upon SELLER's timely performance in accordance with the delivery date provided within the PO.

In the event of a delay in the delivery of GOODS or SERVICES beyond the contractually agreed delivery date, if such delivery is not excused under the terms of the PO, SELLER shall be liable for liquidated damages, at a rate of 2% of the PO value per week, which shall not exceed 15% of the value of the PO. BUYER may set off Liquidated Damages sum from any outstanding invoices to be paid to the SELLER. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT (i) SUCH LIQUIDATED DAMAGES ARE NOT A PENALTY AND REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGE BUYER MAY SUFFER AS A RESULT OF DELAY, AND (ii) SUCH LIQUIDATED DAMAGES SHALL CONSTITUTE THE SOLE AND EXCLUSIVE LIABILITY OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR DELAY DURING THE PERIOD COVERED BY SUCH LIQUIDATED DAMAGES**.

SELLER will not be liable for delays in performing its obligations to the extent such delays are caused by any unforeseeable condition which is beyond SELLER's reasonable control (referred to as "Force Majeure") and without SELLER's fault or negligence. Acts of God, such as named tropical storms or floods, as well as government priorities, acts of civil or military authorities, fires, epidemics, war or riot are examples of events which may be excusable for being beyond SELLER's reasonable control, only upon fulfillment of the following conditions: (1) within three (3) calendar days of the commencement of any excusable delay as described herein, SELLER shall provide BUYER with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof; and, (2) within seven (7) calendar days of the cessation of the event causing such delay, SELLER shall provide BUYER with written notice of actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay. Failure to notify BUYER shall not relieve the SELLER from complying with the delivery date set forth herein and/or in any PO issued pursuant hereto.

Force Majeure shall not include rain, storms, snow, winds, seas, tides and currents or other prevailing weather conditions which SELLER could reasonably have anticipated. Financial hardship of a PARTY does not constitute Force Majeure. If BUYER claims a Force Majeure situation and as a result of the Force Majeure is prevented from delivering the BUYER-supplied items or otherwise carrying out its obligations to SELLER, SELLER's sole remedy shall be to submit a change request for an extension of the delivery date. The PARTY prevented from performing its obligations as a result of Force Majeure shall mitigate the impact of the Force Majeure event on all obligations under these T&C and resume its performance as soon as possible after the Force Majeure condition ceases. Should a Force Majeure claimed by SELLER continue for a period of seven (7) calendar days from the date SELLER was affected, and if in BUYER's opinion the Force Majeure condition will prevent SELLER from delivering the GOODS or providing the SERVICES per the terms of these T&C, then BUYER shall have the

right to terminate these T&C by notice to SELLER pursuant to Article 15 (Termination for Convenience).

In the event that Services require prior alignment, direction, or technical reporting to a parent company or another affiliate, the SELLER shall ensure that any such alignments, directions, or reporting obligations do not interfere with, delay, or otherwise prejudice the timely and proper performance of the Services under this Agreement.

If the Services are suspended, delayed, or otherwise interrupted due to the SELLER's reporting obligations to a parent company or affiliate, including failure to obtain timely approvals or guidance, the BUYER shall have no obligation to pay the SELLER for any day or period during which no productive SERVICES are performed. For the avoidance of doubt, no compensation of any kind, including standby or similar amounts, shall accrue or be payable for such non-productive days. This provision is without prejudice to any other rights or remedies available to BUYER under these T&C or at law.

7. TITLE AND RISK OF LOSS: Title to all GOODS furnished by SELLER hereunder, as well as to all deliverables arising from the SERVICES shall be transferred to BUYER or CLIENT, as the case may be, upon the earlier of: (1) delivery to BUYER; or (2) purchase and delivery to SELLER's facility of goods and materials comprising the GOODS. Notwithstanding the foregoing, SELLER shall be responsible for and shall bear any and all risk of loss or damage to any GOODS furnished until delivery thereof in accordance with the delivery provisions of these T&C as per INCOTERMS 2010. Notwithstanding the foregoing, any loss or damage, whenever occurring, which results from SELLER's nonconforming packaging or crating shall be borne by SELLER. All dies, tools, patterns, drawings, fixtures, etc. furnished or specifically paid for by the BUYER shall become the property of the BUYER or CLIENT, as the case may be, and BUYER (or CLIENT, as the case may be) shall be entitled to possession thereof upon request. The SELLER is not permitted to use the same for any other customer without BUYER's prior written approval.

8. EXPEDITING: Any GOODS and/or SERVICES furnished under these T&C, including all warranty work, shall be subject to expediting by BUYER. BUYER's representatives shall be afforded free access during working hours to SELLER's facilities, and SELLER agrees to obtain a similar right for BUYER, for expediting purposes with respect to SELLER's subcontractors and vendors. As required by BUYER, SELLER shall supply schedules, progress reports and unpriced copies of SELLER's PO and subcontracts for BUYER's use in expediting. SELLER shall notify BUYER in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in SELLER's schedule may be deemed to be reasonable grounds for insecurity, in which event BUYER may demand in writing that SELLER provide adequate assurances that SELLER will perform on time.

9. QUALITY STANDARDS: SELLER shall comply with the standards of quality specified by these T&C in addition to those customary in the industry if no requirement is specified. BUYER's Quality Surveillance Representative shall be afforded free access during working hours to facilities of SELLER and to SELLER's subcontractors and vendors in order to monitor compliance with quality requirements. BUYER's right to inspect, examine, and test any GOODS furnished or SERVICES provided shall extend through the manufacturing process, the time of shipment and for a reasonable time after arrival at the final destination or conclusion of the SERVICES. SELLER's failure to adhere to the standards of quality required under these T&C shall be deemed to be reasonable grounds for insecurity. BUYER may demand, in writing, that SELLER provide adequate assurances of SELLER's ability to meet said standards. Any GOODS furnished shall not be deemed accepted until finally inspected by BUYER's representative at final destination. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of any GOODS furnished shall in no way relieve SELLER from its obligation to conform to all of the requirements of these T&C and shall in no way impair BUYER's right to reject or revoke acceptance of nonconforming Goods or to avail itself of any other remedies to which BUYER may be entitled, notwithstanding BUYER's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. WARRANTIES/GUARANTEES: SELLER warrants that the GOODS and/or SERVICES furnished are fit for the use intended and shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of these T&C and to the applicable drawings issued for manufacture, and shall be new and of the best quality, if no quality is specified.

Unless the warranty period is otherwise extended, the conditions of which are provided elsewhere in these T&C, the following warranty shall apply: twenty-four (24) months from the date of delivery or twelve (12) months from first beneficial use or start-up of operations whichever is longer. If, at any time prior to expiration of the above warranty period it appears that the GOODS furnished, or any portion thereof, do not conform to these warranties or to the specifications, and BUYER notifies SELLER promptly after its discovery, SELLER shall, within five (5) calendar days after written notice from BUYER of such breach, submit for BUYER's consideration a detailed proposal to remedy the defect. This proposal shall include a description of the corrective work proposed (including all supporting engineering data and calculations) and a comprehensive schedule showing each work element. In the event of any breach of this warranty, at BUYER's option, either (1) SELLER shall correct such breach at its sole cost, expense and risk, failing which BUYER may reject or revoke acceptance, and cover by making any reasonable purchase of the GOODS in substitution for those rejected and SELLER will be liable to BUYER for any excess costs for such similar GOODS or SERVICES provided in accordance with BUYER's delivery requirements; or (2) BUYER may proceed to correct SELLER's nonconforming work by the most expeditious means available, the costs, expense and risk of which shall be for SELLER's account; or (3) BUYER may retain the nonconforming GOODS and an adjustment reducing the order price to reflect the diminished value of such nonconforming GOODS furnished will be made by written change order. In the event that any such non-conforming GOODS are repaired or replaced, then SELLER's warranty obligations shall be extended for twelve (12) months from BUYER's acceptance of such repaired or replaced defective Goods. BUYER expressly reserves the right to assign any and/or all of the above warranties to any third party, including but not limited to the ultimate end-user of the GOODS (the "CLIENT"), whereupon the assignee shall be deemed to have all of the rights of BUYER under these T&C. Without limiting BUYER's remedies, with respect to the supply of defective Goods, SELLER agrees to release, protect, defend, indemnify and hold harmless all members of BUYER GROUP and the CLIENT from and against any damages, losses, claims, adjustments, suits, penalties, fines, demands, expenses (including reasonable attorneys' fees or other expenses) or causes of action directly or indirectly resulting from any breach of these warranties. Notwithstanding, SELLER's warranty obligations shall not extend to any use by BUYER of the GOODS in conditions more severe than the manufacturer's recommendations nor to any defects which were visually observable by BUYER, but which are not promptly brought to SELLER's attention.

11. INFRINGEMENT: SELLER shall, at its own expense, release, protect, defend, indemnify and hold harmless all members of BUYER GROUP and CLIENT under these T&C against any claim, suit, or proceeding brought against any member of BUYER GROUP and/or the CLIENT which is based upon a claim, whether rightful or otherwise, that any equipment, process or material, or any part thereof, furnished by SELLER under these T&C, constitutes an infringement of any patent or other intellectual property right and SELLER shall pay all damages and costs awarded against any member of BUYER GROUP and/or the CLIENT, resulting therefrom. In case said equipment, process, or material, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, SELLER shall, at its own expense, subject to the following provisions, either procure for the members of BUYER GROUP and the CLIENT an irrevocable, royalty-free license to continue using such equipment, process or material, or with BUYER's prior written approval, replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve SELLER of its warranties and guarantees set forth in these T&C. The indemnity is given upon the condition that BUYER shall promptly notify SELLER of any claim or suit or proceeding involving BUYER in which such infringement is alleged, and BUYER

shall permit SELLER to control completely the defense or compromise of any such allegation of infringement, and BUYER shall render such reasonable assistance at SELLER's cost in the defense thereof as SELLER may require. Notwithstanding any proprietary legends or copyright notices to the contrary, members of BUYER GROUP and the CLIENT may copy or reproduce documents and information furnished by SELLER in connection with SELLER's proposal and these T&C and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining, or licensing members of BUYER GROUP's and the CLIENT's project. SELLER is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, release, protect, defend, indemnify and hold harmless all members of BUYER GROUP and the CLIENT against any and all claims, suits or proceedings based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by any member of BUYER GROUP or the CLIENT.

12. COMPLIANCE WITH APPLICABLE LAWS: SELLER warrants that the GOODS and/or SERVICES furnished hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all laws and regulations to which GOODS or SERVICES are subject (referred to as "Applicable Laws"). SELLER shall execute and deliver to BUYER any documents as may be required to effect or to evidence such compliance. All Applicable Laws required to be incorporated in agreements of this character are hereby incorporated by reference. SELLER shall release, protect, defend, indemnify, and hold harmless all members of BUYER GROUP and the CLIENT under these T&C against any claim or proceeding resulting from any violation of Applicable Laws.

13. ASSIGNMENT: Any assignment of these T&C or of any rights hereunder of hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of BUYER shall be void. Upon prior written notice to SELLER, BUYER may assign these T&C and all rights hereunder to any member of BUYER GROUP, any third party and/or the CLIENT, whereupon said assignee shall have all of the rights of BUYER under these T&C.

14. SUSPENSION: Notwithstanding any other provisions of these T&C, BUYER may suspend or extend the time for SELLER's performance at any time and from time to time upon ten (10) calendar days' prior written notice of such suspension or extension. Thereafter, SELLER shall resume performance as directed by BUYER. In the event of such suspension or extension, SELLER's sole and exclusive remedy shall be an extension of time for such suspension if such extension is claimed within thirty (30) calendar days after resumption of performance and BUYER shall have no liability to SELLER for any damages, claims, losses or expenses associated with any such suspension.

15. TERMINATION FOR CONVENIENCE: SELLER's performance under these T&C may be terminated by BUYER in accordance with this Article in whole, or, from time to time, in part, whenever BUYER shall so elect. Any such termination shall be effected by delivery to SELLER of a notice of termination specifying the extent to which performance under the PO is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, SELLER shall, unless the notice requires otherwise: (1) immediately discontinue work on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to BUYER of all orders to subcontractors and vendors or assign those orders to BUYER; and (4) assist BUYER upon request in the maintenance, protection, and disposition of property acquired by BUYER under these T&C . If notified in writing within thirty (30) calendar days after the notice of termination, BUYER will pay to SELLER an adjustment to include: (a) all amounts due and not previously paid to SELLER for that portion of the GOODS completed in accordance with these T&C prior to such notice, and for work thereafter completed as specified in such notice; and (b) verifiable and unavoidable costs of settling and paying claims arising out of the canceled orders. The total sum to be paid to SELLER under this Article shall not exceed the total price of the PO as reduced by the amount of payments otherwise made

and as further reduced by the order price of work not terminated and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which SELLER agrees to waive.

16. TERMINATION FOR DEFAULT: BUYER may terminate the whole or any part of SELLER's performance under these T&C in any one of the following circumstances: (1) if SELLER fails to make delivery of the GOODS or to perform within the time specified herein or any agreed upon extension thereof; (2) if SELLER delivers nonconforming Goods; (3) if SELLER fails to provide adequate assurances of its abilities to meet the quality standards or the delivery date of these T&C ; or (4) if SELLER fails to perform any of the other provisions of these T&C in accordance with its terms or so fails to make progress as to endanger performance of these T&C. In the event of any such failure, BUYER will provide SELLER with written notice of the nature of the failure and BUYER's intention to terminate for default. In the event SELLER does not cure such failure within ten (10) calendar days of the date of such notice, BUYER will provide SELLER with a written notice of default. In the event BUYER terminates these T&C in whole or in part as provided in this Article, BUYER may procure, upon such terms and in such manner as BUYER may deem appropriate, supplies or services similar to those so terminated and SELLER shall be liable to BUYER for any excess costs, expense and risk for such similar supplies or services provided in accordance with BUYER's delivery requirements; provided, that SELLER shall continue the performance of these T&C to the extent not terminated under the provisions of this Article. SELLER agrees to assist BUYER if such re-procurement action is necessary as a result of default, by cooperation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by BUYER. If, after notice of termination of these T&C, it is determined for any reason that SELLER was not in default under the provisions of this Article, or that the default was excusable under the provisions of these T&C, the rights and obligations of the PARTIES shall be the same as if the notice of termination had been issued pursuant to Article 15 (Termination for Convenience).

17. NON-WAIVER: Failure by BUYER to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights or remedies provided herein or by law, or to properly notify SELLER in the event of breach, or the acceptance of or payment for any GOODS hereunder, or review of design, shall not release SELLER from any of the warranties or obligations of these T&C and shall not be deemed a waiver of any right of BUYER to insist upon strict performance hereof or any of its rights or remedies as to any such GOODS regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of these T&C by BUYER operate as a waiver of any of the terms hereof. Unless the PO clearly indicates otherwise, a requirement that a SELLER furnished document is to be submitted for or subject to "Authorization to Proceed," "Approval," "Acceptance," "Review," "Comment," or any combinations of such words or words of like import shall mean that SELLER shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests, or construction methods or materials developed or selected by SELLER and shall not relieve SELLER from full compliance with requirements of these T&C and any PO issued pursuant hereto.

18. AUDIT: BUYER or the CLIENT shall have the right to audit all pertinent records and documentation in relation to all technical aspects of the PO, as well as to all commercial and accounting records relating to the PO and any other obligations under these T&C, including but not limited to the charges incurred by SELLER which are associated with the design, procurement, fabrication, manufacture, testing, loadout and shipment of the Goods and all records pertaining thereto for a period of seven (7) years after delivery of the GOODS to BUYER. Such audit shall not include the make-up of lump sum prices and unit rates. BUYER shall have the right to make and take copies of such records at its expense. Without prejudice to its other rights and remedies, BUYER may require that SELLER promptly refund to BUYER any remuneration found to have been overpaid. All

accounting records shall be maintained in accordance with generally acceptable accounting practices, accurate documentation and data (including but not limited to written and electronic records, books of account, correspondence, plans, permits, licenses, drawings, payroll records, memoranda, receipts and documentation of related systems and controls) pertaining to the performance of this Agreement and any PO, as well as any gift or entertainment expenses incurred by SELLER pertaining to any PO.

At all reasonable times, SELLER shall permit employees and agents of BUYER and its CLIENT to have access to its and their offices and work locations to examine, reproduce and retain copies of such documentation and data and to interview SELLER´s personnel in connection therewith, as necessary for BUYER to verify and monitor (i) the accuracy and propriety of the prices of any and all SERVICES and/or reimbursable cots, (ii) the existence and effectiveness of SELLER´s business practices, and (iii) SELLER´s compliance with the terms of the Agreement and PO. Where SERVICES are billable under fixed rates, BUYER´s auditors shall have sufficient access to those rates to satisfy themselves that SERVICES provided thereunder have not also been separately billed on some other basis (e.g., a reimbursable basis). BUYER shall not be liable for SELLER´s costs resulting from an audit hereunder.

19. INDEMNITIES: SELLER shall release, protect, defend, indemnify and hold harmless BUYER and its parent, subsidiary and affiliated companies, BUYER's other contractors and subcontractors of all tiers and its and all of their respective officers, directors, members, employees, agents, invitees, assignees, representatives and the subrogees of all said parties (referred to as "BUYER GROUP") and the CLIENT from and against any loss, cost, claim, obligation to indemnify another arising out of these T&C or of any PO issued pursuant hereto, suit, judgment, subrogation action, award or damage (including reasonable attorney's fees) in any case of illness, injury or death to SELLER and its parent, subsidiary and affiliated companies, SELLER's subcontractors and vendors of all tiers and its and all of their respective officers, directors, members, employees, invitees, permitted assignees, representatives and the subrogees of all said parties (referred to as "SELLER GROUP") and in any case of loss or damage to any member of SELLER GROUP's property arising out or relating to the provision of the GOODS and/or SERVICES furnished under these T&C and **REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF BUYER GROUP'S OR THE CLIENT'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PRE-EXISTING CONDITIONS**.

BUYER shall release, protect, defend, indemnify and hold harmless all members of SELLER GROUP from and against any loss, cost, claim, obligation to indemnify another arising out of these T&C, suit, judgment, subrogation action, award or damage (including reasonable attorney's fees) in any case of Illness, injury or death to any member of BUYER GROUP under these T&C and **REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF SELLER GROUP'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PRE-EXISTING CONDITIONS**.

Notwithstanding the foregoing, SELLER shall be liable in any case of loss or damage to property and in any case of injury or death to any person where such loss, damage, injury or death is caused or contributed to by any defect in the GOODS furnished.

20. INSURANCES:

20.1 During the performance of these T&C, SELLER, at its sole expense except as specifically set forth to the contrary below, shall maintain the insurance coverage or their substantial equivalents and endorsements set forth in this Article 20 and with insurance underwriters and upon terms reasonably satisfactory to BUYER. Where applicable, each insurance policy described below shall be endorsed as follows: (a) underwriters shall waive their

rights of subrogation against all members of BUYER GROUP and the CLIENT; (b) to provide thirty (30) calendar days' prior written notice of cancellation, material change or reduction of coverage to BUYER; (c) to provide adequate territorial and navigational limits; and (d) except for the Workmen's Compensation policy, BUYER and the CLIENT shall be named as additional assureds under such policies but only to the extent of the indemnification obligations and risks assumed by SELLER under these T&C.

20.2 Notwithstanding the insurances required by law, SELLER shall maintain all necessary insurances as appropriate for the performance of its obligations under this agreement, as follows:

(i) Workmen's Compensation insurance complying with all statutory benefits required by the Workmen's Compensation and Occupational Disease laws of the jurisdiction in which the Services are being performed.

(ii) Where applicable, medical/health insurance sufficient to cover all illnesses and medical emergencies to which SELLER's employees may be exposed.

(iii) Comprehensive General Liability insurance providing coverage against any pollution, property damage or destruction or loss or loss of use and/or any death, illness, disease, or personal injury (physical or mental), caused by or arising out of the performance of (or failure to perform in accordance with the requirements of) this Agreement in an amount of not less than One Million United States Dollars (US$1,000,000) for any claim or series of claims arising out of any one incident.

(iv) Commercial General Liability insurance policy covering all operations of the SELLER. This policy shall include the following: (a) Premises and Operations; (b) Contractual Liability, insuring the indemnity agreements contained in the PO; (c) SELLER's Protective Liability, covering all activities of the SELLER relating to the GOODS; and (d) limits of coverage as required by Excess Liability Insurance or Umbrella Insurance policy as provided hereunder.

(v) Where applicable to the scope of work, motor vehicle liability insurance that complies with applicable laws in relation to all vehicles used in connection with the Services, providing coverage for all owned, hired, and non-owned automobiles with the coverage limits as required by the Excess Liability or Umbrella insurance company. Liability coverage shall be no less than One Million United States Dollars (US$1,000,000) per occurrence.

(vi) Where applicable to the SoW, cargo insurance with coverage of no less than One Million United States Dollars (US$1,000,000) per occurrence.

20.3 For SOW classified as High Risk in BUYER's HSSE Policy and disclosed during the vendor vetting process all insurance coverage under Clause 20.2, shall have a minimum coverage Limit- combined single limit Five Million United States Dollars (US$5,000,000) each accident.

20.4 Certificates of all of the above insurances shall be provided by SELLER to BUYER within five (5) calendar days of the date of these T&C. Acceptance of improperly issued or incomplete insurance policies shall not be construed as waiver of any right of BUYER, nor shall release the SELLER from any obligations herein or under the relevant PO.

21. SUPPLIER DATA: SELLER shall provide to BUYER with the number of copies of data as set forth in the Supplier Data Requirement List ("*SDRL*") for the GOODS being purchased by BUYER including, but not limited to, commissioning and start-up data, operating and maintenance manuals, drawings and spare parts data, as well as listings of recommended spare parts required for a two (2) year period of operations and for start-up. SELLER is hereby advised by BUYER that POs issued pursuant hereto will only be deemed complete once the BUYER has received the acknowledgement copy of the PO and any Change Orders (if applicable) and all drawings and data specified in the order and specifications. BUYER may elect to withhold or retain amounts otherwise payable pending acceptable receipt of all such requirements.

22. REPRODUCTION OF DRAWINGS AND DATA: All members of BUYER GROUP and the CLIENT have the right to reproduce any data submitted by SELLER for their use despite notice of the contrary appearing on any documents or data submitted by SELLER.

23. NON-DISCLOSURE: SELLER agrees not to divulge information to third parties which is obtained from BUYER GROUP, including, but not limited to, publishing or disclosing any information, photographs, data or process, drawings or specifications connected with the business of BUYER GROUP or the CLIENT which shall come or have come into its possession or to its knowledge in or by reason of the performance of the PO, without prior written consent from the BUYER unless said information is found to be in the public domain, SELLER agrees that it shall only use information provided hereunder by BUYER GROUP for the purpose of providing the GOODS.

SELLER shall not disclose or divulge to any third-party details of this Agreement without prior written consent by the BUYER. This includes any disclosure regarding the existence of this and any Agreement with the BUYER and its CLIENT for the provision of GOODS and SERVICES.

SELLER shall not disclose or divulge to any third-party details of this Agreement without prior written consent by the BUYER. This includes any disclosure regarding the existence of this and any Agreement between the BUYER and its CLIENT for the provision of GOODS and SERVICES, any reference to projects, programs, persons, images, or documents relating to the PO, BUYER, BUYER GROUP or CLIENT.

Notwithstanding the foregoing, the BUYER is obligated to disclose this Agreement to the Local Content Secretariat, and the SELLER acknowledges and agrees to such disclosure.

24. INSPECTION: SELLER shall allow BUYER and the CLIENT to undertake an inspection of the GOODS being fabricated, assembled, or shipped and the facilities for such. SELLER shall provide to BUYER a minimum of ten (10) calendar days' prior notice of any inspection or test to which the GOODS are being subjected to allow BUYER to attend such inspection or test. At BUYER's option and at no additional cost, BUYER may have up to three (3) inspectors located at SELLER's facility during normal working hours to inspect the GOODS and to review all processes utilized for the manufacture of the GOODS. Such inspection shall not relieve SELLER of any obligation and/or liability under these T&C. BUYER may elect to test GOODS for conformance to PO requirements/specifications. All costs, expenses and risk incurred by the BUYER as a result of SELLER's design changes, non-readiness to perform scheduled tests, or failure to achieve satisfactory test results shall be for the SELLER's account.

If the GOODS purchased under these T&C requires CLIENT or third-party inspection, the SELLER, unless otherwise agreed, shall arrange and assume all obligations, responsibilities, costs, and charges associated with such inspection of and all certification requirements for the GOODS. BUYER shall be given access to SELLER's facilities and the facilities of SELLER's subcontractors for inspection and/or expediting purposes.

25. ARBITRATION: All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of these T&C shall be decided by resort of either SELLER or BUYER to arbitration utilizing a single arbitrator in accordance with UNCITRAL arbitration rules, in English language. Except for the exchange of relevant, material, and non-privileged documents between the PARTIES, the arbitrator shall have the right to limit discovery to minimize the costs to the PARTIES of the arbitration and to expedite the resolution of disputes. The arbitration shall be held in Georgetown, Guyana, unless otherwise agreed to by the PARTIES. The arbitrator shall only apply the choice of law as set forth in Article 27 (Choice of Law) and shall disregard and shall not consider any other law for any portion or aspect of the award nor for any of the deliberations associated with the award. Nothing herein will be deemed as preventing the arbitrator from applying injunctive or other equitable relief (or any other provisional remedy) in favor of any PARTY as is necessary to protect any PARTY's name, proprietary information, trade secret, know-how, or any other intellectual property rights. The arbitrator shall have the right to award all reasonable attorney fees and costs to the prevailing PARTY in the proceeding hereunder. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction and SELLER and BUYER agree that there shall be no appeal from the arbitrator's decision. All statutes of limitation that would otherwise be applicable shall apply to any

arbitration proceeding. The right to arbitrate shall survive the completion, termination, or expiration of the PO. SELLER shall continue to perform all obligations under these T&C, including, but not limited to, delivery of the GOODS notwithstanding any dispute and during the pendency of any arbitration proceeding hereunder.

26. SEVERABILITY: If, in any legal proceeding, it is determined that any provision of these T&C is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under applicable law. In any event, the validity or enforceability of any provision shall not affect any other provision of these T&C, and the PO shall be construed and enforced as if such provision had not been included.

27. CHOICE OF LAW: The laws of the Guyana shall control the validity, construction and interpretation of these T&C excluding any conflicts of law principles which would direct the substantive law of another jurisdiction to apply. The PARTIES agree to waive any right or redress under any statute, law or regulation that would invalidate, in whole or in part, the dispute resolution forum and/or the choice of law provisions under these T&C.

Notwithstanding anything to the contrary, the PARTIES expressly agree the following shall not apply in any respect to the PO or any of the obligations of the PARTIES: the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), and the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by the 1980 Vienna Protocol (also known as the "Vienna Convention").

28. INDEPENDENT CONTRACTOR: In the performance of any PO, SELLER's status shall be that of an independent contractor and the relationship of the BUYER and SELLER shall in no event be construed or interpreted as being that of principal and agent, master and servant, or employer and employee, and the employees of each PARTY shall not be deemed to be employees of the other PARTY for any purpose.

29. TAXES AND PERMITS:

29.1 Tax Responsibilities:

(a) SELLER shall:

i) be responsible for and pay (or cause to be paid) when due all TAXES for which SELLER or for TAXES SELLER´s agents or employees are liable by reason of the performance of the Agreement.

ii) make reasonable efforts to minimize TAXES arising with respect to the PO, including, but not limited to, cooperating and reasonably assisting BUYER in supporting claims for exemption, as well as for credits, on purchases of GOODS and SERVICES.

iii) Promptly notify BUYER of matters pertaining to non-payment or payment under protest of, claim for immunity or exemption from, or claim for refund of or credit against any TAXES.

iv) supply to BUYER in the form and within time limits specified by a written notice from BUYER to SELLER the information necessary to enable BUYER to comply with any lawful request for such information from any governmental authority having responsibility for assessment or collection of TAXES; and

v) if required by Law, establish, and register an office in the country or countries (and any applicable political subdivision thereof) where any part of the PO is to be performed and qualify as an organization operating and doing business therein, and register and file such notices and/or tax returns with the taxing authorities of such country.

vi) take such action as is necessary to ensure payment of all TAXES assessed or levied against or on account of wages, salaries, or other benefits paid to SELLER Group's employees. SELLER Group shall advise SELLER Group's employees carrying out parts of the PO that they and their respective employee shall be liable for TAXES of the Government of the Country of Operation

and subject to the Tax Law and regulations of the Country of Operation.

vii) Ensure that personal income tax of its employees is remitted to the relevant authorities in the relevant jurisdictions where applicable, when providing manpower SERVICES,

viii) SELLER shall defend, indemnify, and hold BUYER harmless from liability to any competent authority against any and all taxes, duties, governmental charges (including any related penalties and interest) that may be imposed on BUYER in connection with this Agreement. This indemnity shall include reasonable legal fees and costs incurred in connection with any claim or action to enforce this provision.

b) BUYER shall pay all TAXES imposed upon BUYER by Law by reason of the performance of the PO.

29.2 Contract Price: SELLER shall reduce contract price due to the improper inclusion in the Contract price of TAXES of any nature, or for SELLER not taking advantage of tax benefits, credits, deductions authorized by law, with the consequent restitution or compensation to BUYER of any amounts paid to SELLER.

29.3 Withholding Taxes: (a) BUYER shall withhold TAXES from payments to SELLER as required by Law, including but not limited to, withholding taxes required under Section 10B of Guyana Corporation Tax Act, and Section 39 Guyana Income Tax Act to companies which do not show evidence of being resident and operational in Guyana, as determined by the BUYER as per process validated by the Guyana Revenue Authority ("GRA").

(b) SELLER is required to submit the following documentation to assist the BUYER is making a 'tax residency determination', which impacts whether the SELLER is subject to 10% withholding on their payment:

(i) Certificate of Incorporation or Business Name Registration Certificate

(ii)Long term contracts (if any)- sensitive information may be redacted, such as pricing;

(iii) Local content certificate (if applicable);

(iv) Certificate of Good Standing from the Commercial Registry;

(v) Tax Compliance certificate from the GRA or proof payment of quarterly advanced CIT.

(c) If SELLER is a foreign entity not registered or resident in Guyana, BUYER shall withhold tax on all payments at the current statutory rate of 20%. Where the payment is made to SELLER who is resident in a country with which Guyana has double taxation Treaty and such agreement provides reduced withholding tax on the payments from the BUYER to the SELLER, the SELLER shall obtain the Commissioner- General authorization for reduced rate of withholding tax.

(d) Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to the respective SELLER and BUYER shall have no further obligation to pay such amount to the respective SELLER. Production of a receipt or other evidence of withholding shall be conclusive proof between the parties of such withholding. Upon written request from SELLER, BUYER shall provide a withholding tax receipt or other evidence of withholding to SELLER.

29.4 Tax Indemnities: In addition to the general indemnities, SELLER shall defend, indemnify, and hold BUYER harmless from liability to any competent authority resulting from SELLER´s or SELLER´s employees' or subcontractor's failure to make timely payment of, or timely filings with respect to, any obligations to pay TAXES incurred in respect to the PO. Such indemnities shall include all penalties and interest imposed in addition to the TAXES due as a result of SELLER´s, SELLER ´s employees' or subcontractor's failure to comply with reporting, filing, payment or procedural requirements. SELLER shall be liable for and shall indemnify BUYER for any incremental withholding Taxes (not including any interest or penalties unless under withholding is caused by reliance on SELLER ´s documentation) imposed by an appropriate government entity or agency on payments to SELLER in excess of amounts initially withheld by BUYER per Section 29.3.The prices shown in the PO are deemed to include all taxes which are not expressly

imposed on BUYER by law, and SELLER shall release, protect, defend, indemnify, and hold harmless all members of BUYER GROUP and the CLIENT from any liability and expense by reason of SELLER GROUP's failure to pay such taxes

29.5 Customs and Importation:

a) For the purposes of this Agreement, "Fees and Duties" means any license fees, duties, port charges, and other lawful charges associated with customs or import. SELLER will not pay, and will ensure that its agents and subcontractors charges, facilitating payments, expediting fees and the like without first confirming the legality of any such payments. SELLER will also comply with any applicable local customs & importation compliance procedures ("Procedures") provided by BUYER, including taking advantage of applicable duty exemptions granted to the BUYER or its CLIENT.

b) SELLER will pay Fees and Duties to a Government designated bank account by electronic funds transfer or check. If electronic funds transfer or check is not possible, SELLER will consult with BUYER to develop an alternative method of payment of the Fees and Duties. SELLER will cooperate with BUYER in establishing and implementing written processes to verify when possible that these payments are being made into the Government designated bank account. This includes obtaining verification directly from any banks involved, not from a third party involved in the payment such as the freight forwarder or customs agent of SELLER. In addition to any other audit rights under this Agreement, BUYER may examine SELLER ´s payment and other activities related to Fees and Duties to verify SELLER´s compliance with this section. When SELLER pays Fees and Duties, BUYER will comply with applicable requirements in this Agreement as to reimbursing SELLER.

c) At least once a month or more frequently as requested by BUYER, SELLER will provide to BUYER a detailed and itemized report of payments of Fees and Duties made by Contract SELLER or its agents.

d) With respect to customs clearance, freight forwarding, or transportation logistics services, SELLER will:

i) Coordinate the efforts of all parties involved including BUYER, forwarding agents, vendors, inspectors, and expediters.

ii) Ensure that relevant documents are furnished by vendors promptly, clearly define Fees and Duties, and comply with BUYER'S transportation, documentation, and shipping instructions.

iii) Make arrangements with BUYER or its nominated agency for transporting of the GOODS to BUYER'S specified destination as soon as customs clearance is completed; and

iv) Identify any refunds or exceptions to payment obligations in Fees and Duties.

e) With respect to any chemical products, SELLER shall, upon BUYER’s request, provide the applicable Material Safety Data Sheets (“MSDS”) and clear photographs of all product labels within two (2) Business Days of such request. The MSDS and labels shall accurately identify the relevant chemical product and include any information reasonably required to support customs clearance, importation, transportation, handling, storage, and regulatory compliance. SELLER shall promptly notify BUYER in writing of any actual or anticipated delay in providing the requested information, including the reason for the delay and the expected date of submission

29.6 Priority of Tax Provisions: The tax provisions herein shall be controlling with respect to all rights and obligations of BUYER and SELLER in connection with PO undertaken pursuant to the terms of this Agreement.

30. PAYMENT OF CLAIMS/LIENS: Whenever BUYER requests, SELLER shall furnish proof satisfactory to BUYER that all charges for material and/or labor have been fully paid. SELLER agrees to release, protect, defend, indemnify, and hold harmless BUYER and the CLIENT from and against any and all liens, claims, or

encumbrances for labor and/or material arising out of or related to a PO issued pursuant hereto. In the event of any such claim, BUYER reserves the right to pay directly to any claimant the amount of such claim and any payments will be credited against any amount owed by BUYER to SELLER. If no amounts are then due to SELLER, then the amounts so paid shall be deemed a debt of SELLER to BUYER. To the maximum extent permitted by applicable law, SELLER agrees that, in consideration of BUYER awarding a PO to SELLER, SELLER shall waive any and all right to lien or encumber the GOODS, BUYER's and the CLIENT'S property or vessels, and any hydrocarbon product associated therewith. SELLER acknowledges that in entering into this Agreement, SELLER shall look solely and exclusively to BUYER for payment and shall not rely on any statutory, common law or other right to lien or encumber any property of BUYER or any hydrocarbons associated therewith.

31. SUBCONTRACTORS: SELLER expressly agrees to obtain BUYER's written approval prior to subcontracting any work required to produce the Goods furnished under these T&C.

32. OFFSHORE REQUIREMENTS:

32.1 SELLER shall comply with all applicable training, visa and other requirements prior to SELLER dispatching any SELLER personnel to a BUYER offshore location.

SELLER will, as permitted by law, run and keep background checks for all its employees performing HIGHER EXPOSURE SERVICES and BASIC SERVICES only, (including offshore and, covering identity, criminal, sex-offender, global sanctions/restricted-party, driving, five-year employment, and role qualifications. SELLER will review any adverse results (including employment gaps) and, before assignment, notify and get written consent from BUYER and CLIENT. Employees must promptly report new convictions or similar events.

SELLER will immediately inform BUYER and pause the assignment unless BUYER and CLIENT give written approval. BUYER or CLIENT may audit related files during normal business hours

BUYER will provide a list of approved background-check providers approved by CLIENT. SELLER may use other providers but must inform BUYER of such deviation. BUYER and/or CLIENT may reject checks from any provider it deems unacceptable; if so, SELLER must obtain a check from a provider acceptable to CLIENT before any assignment.

32.2. Personnel Boarding

The SELLER shall register on the iDrake Supplier platform and promptly request registration with the BUYER upon award of the Services via: https://suppliers.drake.bz/. Individual profiles shall be created for each SELLER employee, and all information required for boarding authorization shall be submitted in line with the scope of the contracted Services.

(a) Platform support:

FAQs/User guide:

https://sapiensia.atlassian.net/wiki/spaces/SIA/pages/1685717047/FAQ++Integra+0+entre+iDRAKE+Suppli….

Video tutorials:

https://www.youtube.com/playlist?list=PLsAqEpU4IPK8_CKW02ChOMce1hArónL1c

Additional assistance: suporte@sapiensia.com and helpdesk@sapiensia.com, or by scheduling a Microsoft Teams session.

(b) The BUYER will issue service requests via Drake, including the detailed scope, execution schedule, boarding documentation requirements, and the number of workers required. The SELLER shall respond via Drake, identifying the assigned personnel and uploading all required documentation for each professional, consistent with their operational role, to enable service execution and registration in SISPAT.

(c) If the SELLER fails to register on iDrake Supplier, it shall be barred from providing the Services and the BUYER may engage third parties until registration is regularized. For the avoidance of doubt, the BUYER shall not be liable to pay for any Services not performed due to the absence of registration of the SELLER or its personnel on iDrake Supplier.

(d) The BUYER will not authorize the boarding of any personnel who has not been registered on iDrake Supplier in accordance with the preceding requirements.

33. CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary contained elsewhere herein, neither SELLER nor BUYER shall be liable to the other for any consequential, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of efficiency, loss of productivity, acceleration, or loss of revenue (referred to as "Consequential Damages") whenever arising under these T&C or as a result of, relating to or in connection with the GOODS furnished hereunder, and no claim shall be made by either SELLER or BUYER against the other or any member of their respective GROUPS.

BUYER shall release, protect, defend, indemnify and hold harmless all members of SELLER GROUP from and against any Consequential Damages claimed or asserted by any member of the BUYER GROUP against any member of SELLER GROUP arising out or relating to the provision of the GOODS and/or SERVICES furnished under these T&C or any PO issued pursuant hereto and **REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF SELLER GROUP'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PREEXISTING CONDITIONS**.

SELLER shall release, protect, defend, indemnify and hold harmless all members of BUYER GROUP and the CLIENT from and against any Consequential Damages claimed or asserted by any member of the SELLER GROUP against any member of BUYER GROUP and the CLIENT arising out or relating to the provision of the GOODS and/or SERVICES furnished under these T&C or any PO issued pursuant hereto and **REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF BUYER GROUP'S OR THE CLIENT'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PREEXISTING CONDITIONS**.

34. SELLER'S OBLIGATIONS:

34.1 SELLER shall comply with, and ensure all personnel involved in the performance of work under these T&C comply with Appendix 1: Contractual Requirements for Occupational Health, Safety, Security, and Environmental Protection, and all applicable SELLER health, safety and environmental practices, procedures, and requirements, as well as any and all project, CLIENT'S and BUYER's health, safety and environmental practices, procedures and requirements that form part of the PO. SELLER shall do everything necessary to ensure that no person, property, right-of-way or privilege shall be injured, damaged, or unreasonably infringed by reason of SELLER's activities under the PO and all documents contained herein. Fire hazards shall be eliminated, and the health of all persons employed in connection with the PO shall not be endangered. SELLER shall maintain the adequate medical supervision of all persons employed in connection with the PO and adequate sanitation measures in respect of the performance of the PO. SELLER shall observe and comply with all fire, safety, and security and other rules and regulations relating to the safe execution of the PO and shall be responsible for the observance thereof by its employees, workmen, agents, and subcontractors. During the execution of the PO, the SELLER shall furnish, free of charge, support and necessary conveniences at the SELLER's and its subcontractor's facilities to BUYER, including but not limited to secretarial service, telephone, facsimile, and office space.

34.2 SELLER shall ensure that all personnel engaged in the SERVICES possess the qualifications, certifications and trainings required for their positions, including those specified in the Scope of Work (SoW) and any task specific trainings, hold a valid visa, work permit and any other immigration authorization required to work in Guyana when applicable, and comply with all other applicable legal and regulatory requirements related to their employment and performance of the SERVICES. The SELLER shall maintain records evidencing the foregoing and make them available to the BUYER upon request.

SELLER shall comply with and bear liability for all visa requirements for personnel, where applicable and necessary.

34.3 SELLER shall provide to its employees all basic PPE necessary for safe execution of the SERVICES, where applicable. All PPE must be of proven quality and approved by BUYER's HSSE department.

35. RIGHTS OF TECHNOLOGY: If the SELLER's performance of any PO issued pursuant hereto includes experimental design, development, or research work, and such work is paid for in whole or in part by BUYER, SELLER shall: (1) promptly disclose and assign to BUYER all technical data and computer software resulting, in whole or in part, from such work, including but not limited to all confidential designs, processes, know-how, trade secrets and inventions, whether or not patentable, resulting from such work (collectively the "Developed Technology"); (2) use the Developed Technology only in the performance of a PO; (3) maintain the Developed Technology in strict confidence using the same care as SELLER uses to protect its own proprietary information; (4) not disclose the Developed Technology to any third party; and (5) execute such documents and take such actions as BUYER may consider appropriate to vest in BUYER exclusive title to the Developed Technology.

36. RIGHTS OF THIRD PARTIES: Except as specifically provided, neither these T&C nor the PO shall be construed to confer any benefit on any third party not a PARTY to these T&C nor shall it provide any rights to such third party to enforce its provisions.

37. ANTI-CORRUPTION COMPLIANCE:

37.1 SELLER warrants that, in connection with the execution of any PO issued pursuant hereto, SELLER shall comply with Applicable Anti-corruption Laws and Policy as provided in the attachment. SELLER represents and warrants that it has not corruptly made, offered, paid, promised or authorized, and will not corruptly make, offer, pay, promise or authorize, the payment or gift of money or anything of value directly or indirectly to any person, including any Public Official, as defined below, for the purpose of: (1) influencing any act or decision of the person or Public Official in his or her official capacity; (2) inducing the person or Public Official to do an act in violation of a lawful duty; or (3) inducing the person or Public Official to influence the act or decision of a government or government instrumentality, in order to assist SELLER or BUYER in obtaining or retaining business or securing any improper advantage, including any license, permit, government authorization or any decision related to BUYER or these T&C.

37.2 Disclosure Controls and Procedures.

SELLER agrees and undertakes that in connection with these T&C and in connection with any other business transactions involving BUYER and SELLER and the jurisdiction in which the GOODS and/or SERVICES are supplied, SELLER has applied, and will apply effective disclosure controls and procedures.

37.3 Continuing Effect and Survival of Representation, Warranties and Covenants.

All of the foregoing representations, warranties and covenants shall be continuing in effect and shall survive for a period of five (5) years after completion, expiration, or termination of the PO. SELLER shall be obliged to immediately inform BUYER if any of the foregoing representations and warranties cease to be accurate, in whole or in part.

37.4 Right of Termination Due to Evidence of Violations.

In the event BUYER has any reasonable basis to believe SELLER may not be in compliance in any material way with the undertakings and/or requirements set forth in this Article 37, BUYER shall advise SELLER in writing of its belief and SELLER shall fully cooperate with any and all inquiries undertaken by or on behalf of the BUYER. Without prejudice to any other rights the BUYER may have hereunder, under the PO or at law (including, as applicable, the right of damages for breach of contract), BUYER shall have the right to terminate this PO with immediate effect if any of the foregoing agreements, representations, warranties, covenants, undertakings, or requirements set forth in this Article 37 have not been complied with or fulfilled by SELLER.

37.5 Indemnity for Violation or Breach.

SELLER agrees to be responsible for and assume all liability for and hereby agrees to release, protect,

defend, indemnify and hold harmless all members of BUYER GROUP and the CLIENT from and against any loss, cost, claim, liability, suit, judgment, award or damage (including reasonable attorney's fees) of whatever nature resulting from any violation or breach by SELLER of Applicable Anti-Corruption Laws, or any of the representations, warranties or other obligations contained in this Article 37.

Defined Terms.

a) "*Applicable Anti-corruption Laws*" shall mean: (1) Japan Unfair Competition Prevention Law ("UCPL"); (2) the U.S. Foreign Corrupt Practices Act ("FCPA"); (3) the U.K. Bribery Act 2010; (5) the Criminal Offences Act Cap. 8.01, (6) any other applicable legislation implementing either the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; (5) anti-corruption laws of any applicable territory; and (6) all applicable laws dealing with bribery, extortion and kickbacks.

b) "*Public Official*" shall mean: (1) any official, officer, employee or representative of (a) any federal, state, provincial, territory, county or municipal government or any department or agency thereof, (b) any public international organization or any department or agency thereof, or (c) any company or other entity owned or controlled by any government; (2) any political party or party official; and (3) any candidate for political office.

38. DATA PRIVACY

Following the international industry practices for the best management and protection of individual data and information, in accordance with the General Data Protection Regulation (GDPR) 2018 and in accordance with the Data Protection Act 2023 of the Laws of Guyana, and other recognized standard practices for data protection, the SELLER shall protect all data of CONTRACTOR representatives and employees.

(a) Ensure data privacy and protection of all Applicants/Employees' information physically and digitally.

(b) To establish clear rules for personal data management, elaborate a contingency plan in case data is lost.

(c) To present a data protection plan and show all initiatives to be validated by MODEC Guyana Inc.

(d) Besides the clear ownership of all data, the data storage shall always be available for CONTRACTOR´s consulting, research, and validation. The database shall have means to backup data in a CONTRACTOR-owned/specified system, and such data shall be fully accessible to MODEC.

39. LOCAL CONTENT

Where a local content certificate or equivalent authorization is required by applicable law, the SELLER shall, at its own cost:

i) Obtain, keep, and maintain such certification in full force and effect for the duration of this Agreement and any warranty period;
ii) Promptly renew or update the certification as required;
iii) Provide the BUYER with evidence of the certification, and any renewals, within five (5) business days of request;
iv) Immediately notify the BUYER in writing of any suspension, revocation, or risk of non-compliance and implement corrective actions without delay.

Failure to maintain the required certification shall constitute a material breach, without prejudice to the BUYER's other rights and remedies.

40. EXPORT CONTROLS: Unless otherwise directed by BUYER, SELLER shall be responsible for determining all export licensing requirements and obtaining all necessary export licenses and authorizations as required by Applicable Laws. In such circumstances, SELLER shall utilize an export agent or freight forwarder to facilitate the export of the GOODS or any portion thereof, and SELLER shall be solely and exclusively responsible for providing written authorization or power of attorney to its export agent or freight forwarder so that SELLER's export agent or freight forwarder can act on SELLER's behalf. Copies of the written authorization or power of

attorney given by SELLER to SELLER's export agent or freight forwarder must be delivered to BUYER as a condition to the transfer of the GOODS or any portion thereof by SELLER to BUYER or SELLER's export agent or freight forwarder. SELLER's export agent or freight forwarder shall be listed on all export documents as the Principal Party in Interest and/or Exporter, and SELLER and SELLER's export agent or freight forwarder shall assume all responsibility for the proper handling, classification, and exporting of the GOODS or any portion thereof sold by SELLER to BUYER. Upon written request from BUYER, SELLER's export agent or freight forwarder, SELLER shall provide all necessary and sufficient technical information to assist BUYER, SELLER's export agent or freight forwarder, in determining the export classification status of the GOODS or any portion thereof.

SELLER shall be responsible for filing for and obtaining all such export licenses and authorizations for all GOODS and intellectual property relating to the sale of the GOODS by SELLER to BUYER and SELLER shall release, protect, defend, indemnify and hold harmless all members of BUYER GROUP and the CLIENT from and against any loss, cost, claim, liability, suit, judgment, award or damage (including reasonable attorney's fees) on account of failing to file for and properly obtain all such export licenses and authorizations for all GOODS and intellectual property relating to the sale of the GOODS by SELLER to BUYER.

41. DANGEROUS GOODS: Dangerous Goods must be packed, marked, and labelled in accordance with the requirements of Applicable Laws prior to shipment. The SELLER must ensure that all GOODS are properly packed so as to prevent any damage or deterioration to the GOODS. In each single package or bundle, a packing note, or list of items contained in the package or bundle must be inserted. All bales, drums, cases, crates, and other packages in which GOODS are transported must be marked in a clear and suitable manner with gross dead weight and with marks and shipping numbers. The shipping document shall specify the PO and shall be clearly visible on the package. GOODS shall be dispatched as instructed in the PO. SELLER shall be liable for any expense, loss or difference in freight charges arising from failure to follow the dispatch instructions. BUYER reserves the right to arrange transportation for any GOODS. SELLER shall furnish to the BUYER copies of dangerous goods declaration, material safety data sheets, transport documents and other certifications stipulated under Applicable Laws prior to delivery of Dangerous Goods that shall arrive at the supply base (3) days prior to the stipulated delivery date. SELLER shall be liable to BUYER for any cost incurred by BUYER as a result of SELLER's failure to comply with Applicable Laws relating to dangerous or hazardous Goods.

42. COMPLIANCE WITH INTERNATIONAL HUMAN RIGHTS PRINCIPLES: SELLER shall adhere to all applicable internationally recognized human rights principles and shall comply with the international human rights standards set forth in MODEC's Human Rights Policy, available on:

https://www.modec.com/sustainability/social.html

43. COMPLIANCE WITH BUYER POLICIES: SELLER shall adhere to the BUYER´s and CLIENT´s Policies: Storage, Alcohol & Drugs, Tuberculosis, Mobil Phone, Workplace Harassment and Background Checks (if applicable).

44. EQUIPMENT AND MATERIALS: In some instances, POs may involve the supply of equipment, materials, or both, where the BUYER´S CLIENT will be the ultimate owner of the equipment and materials, as applicable. The BUYER and its CLIENT shall be the recipients of manufacturer´s notice related to the equipment and materials, as applicable, to be supplied, including without limitation, any and all health and safety advisory notices.

The SELLER is solely responsible for its Equipment used in the SERVICES, including its upkeep, safe condition, and suitability, and bears all risk of loss or damage thereto; the BUYER has no liability for such Equipment.

The SELLER shall also be responsible for the integrity of any BUYER Equipment and materials made available for its use, including maintenance where applicable, and, in the event of material damage with proven SELLER liability for damage or misuse, the BUYER shall pay the total cost of repair or replacement.

45. BUYER´S PREMISES: SELLER will ensure its personnel adhere to the BUYER´s safety and health requirements, including the use of personal protective equipment and

work practices to achieve workplace safety. BUYER will promptly remove from the premises or work site any SELLER personnel, BUYER may, in its sole discretion, designate. SELLER hereby releases and forever discharges and holds harmless BUYER from any costs, claims, losses, and damages of any kind whatsoever, based on negligence, defamation, wrongful dismissal or otherwise, which SELLER may suffer, sustain, pay or incur as a result of any removal and will indemnify, defend and hold harmless BUYER against any third-party claims based on removals under this section.

46. MANAGEMENT OF WASTE: SELLER will, in performing services, have the responsibility and liability for the proper management of waste according to all Laws. In particular, SELLER will: (a) implement procedures to minimize the generation of waste including, at a minimum, process substitution, materials recovery, continued product use, and when possible, selecting less toxic alternatives to minimize hazardous waste generation; (b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize waste and allow use of the remaining product; (c) not commingle waste they generate with any waste generated by BUYER or others without prior written consent of BUYER; (d) segregate hazardous waste from nonhazardous waste at all times; (e) control waste generation activities, to the extent possible; and, (f) in addition to (a) through (e) above, for Services performed at any Buyer-provided work site, not transfer waste to any off-site facility without Buyer´s prior written consent. SELLER will also ensure that all waste is handed in compliance with BUYER management of waste standards.

CONTRACTUAL REQUIREMENTS FOR OCCUPATIONAL HEALTH, SAFETY, SECURITY, AND ENVIRONMENTAL PROTECTION

1200-MOG60-15STD-0039-1

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GENERAL TERMS AND CONDITIONS

1.0 General Terms and Conditions

This Agreement sets forth the Contractual Requirements for Occupational Health, Safety, Security, And Environmental Protection for the provision of Goods and/or Services to MODEC Guyana Inc.

The term “Subcontractor” as used in this document shall mean the entity furnishing the goods, materials, equipment or services as described in the Purchase Order. The term “Client” as used in this document shall mean MODEC Guyana Inc., or its affiliate or subsidiary as identified in the Purchase Order.

2.0 Purpose

This document establishes mandatory Health, Safety, Security, and Environmental (HSSE) requirements that define the duties, responsibilities, guidelines, and procedures applicable to the Subcontractor in connection with the scope of work.

The Subcontractor shall comply with these requirements and shall ensure that its personnel, Subcontractors, and agents also comply, to safeguard the health and safety of persons and to protect the environment, assets, equipment, and facilities of MODEC Guyana and the Subcontractor.

Where this document specifies a more stringent requirement than applicable law or the Subcontractor’s internal standards, the more stringent requirement shall prevail. These requirements apply to all activities performed by the Subcontractor under the Contract, whether conducted on Client-controlled sites or elsewhere, for the duration of the Contract.

3.0 Scope

This document applies to Contracting Modes 1, 2, and 3 -described in Sections 3.1-3.3 and to services categorized as low, moderate, or high-risk. Clause-specific applicability shall be indicated within each clause. The selected Contracting Mode determines whether the Client’s or the contractor’s HSSE Management System (HSSE-MS) governs the management of HSSE risks associated with the scope of work and defines the interface requirements between systems. The Contracting Mode shall guide the risk controls to be implemented to achieve effective HSSE performance during service delivery.

3.1 Contracting Mode 1 (Client-Led HSSE-MS)

The scope of work shall be executed under the Client’s HSSE-MS, instructions, and oversight. The Subcontractor shall provide personnel, processes, and/or equipment, and shall ensure all are competent, medically fit, properly maintained, and suitable for the scope of work. The Subcontractor shall implement internal controls sufficient to assure the competence and fitness of its personnel and the suitability and maintenance of its tools, materials, and equipment. The Subcontractor shall report HSSE performance data, including all events and incidents, to the Client in accordance with this document. Typical activities include minor modification or maintenance/turnaround work on a client owned and /or operated site.

3.2 Contracting Mode 2 (Subcontractor-Led HSSE-MS with Interface/Bridging)

The scope of work shall be executed primarily under the Subcontractor’s HSSE-MS. The Subcontractor shall provide instructions and oversight and shall verify the effective implementation of its HSSE-MS. The Subcontractor shall develop and maintain an HSSE interface/bridging arrangement with the Client’s HSSE-MS proportionate to the risk and location of the worksite, including Client, Subcontractor, or third-party-owned/operated sites. The Subcontractor shall report HSSE

performance data, including all events and incidents, to the Client as required by this document. The Client reserves the right to verify the overall effectiveness of the Subcontractor's HSSE management controls, including controls applied to Subcontractors, and to confirm compatibility between the Client's and the Subcontractor's HSSE-MS. Typical activities include equipment maintenance, diving, and scaffolding.

3.3 Contracting Mode 3 (Subcontractor-Led HSSE-MS without Interface/Bridging)

The scope of work shall be executed under the Subcontractor's own HSSE-MS, instructions, and oversight, without mandatory interfacing or bridging to the Client's HSSE-MS and without a contractual obligation to report HSSE performance data, including events and incidents, to the Client. Notwithstanding the foregoing, the Client may provide HSSE guidance and set performance expectations; prescribe product quality or environmental specifications, quality control requirements, and acceptance criteria; and require compliance with a code of conduct addressing human rights, labor rights, anti-corruption, and related matters. Typical activities include piping fabrication, calibration, and maintenance of onshore equipment.

4.0 Subcontractor's Obligations and Responsibilities

The Subcontractor shall comply with all current requirements set out in this document, together with all applicable Client regulations, procedures, and instructions relating to occupational health, safety, security, and environmental protection, as well as all applicable national laws and regulations governing the Services. Subject to the Indemnities clause, the Subcontractor shall be fully responsible for the acts and omissions of its Personnel and shall bear all civil and criminal consequences arising from any breach of HSSE-related laws, rules, or regulations in the country of operation.

The Subcontractor acknowledges that it shall not plead ignorance of the requirements of this document. These requirements are incorporated by reference into the Contract and any Purchase Orders, are available via the MODEC Supplier Portal, and shall be communicated upon revision together with any associated application documents. The Subcontractor shall monitor for revisions and ensure timely implementation and dissemination of updates to its Personnel and Subcontractors.

The Subcontractor shall not subcontract any portion of the scope of work without the Client's prior written consent. Where the Client grants such consent, the Subcontractor shall flow down all requirements of this document to its Subcontractors and shall remain fully responsible and liable for the performance of its Subcontractors and for ensuring full compliance with this document and the Contract.

5.0 Risk Based on Service Category

Effective HSSE risk management requires that all material risks be identified, assessed, and controlled prior to commencing any activity under the Contract. The determination of risk level by service category shall be made in accordance with MODEC's Corporate Risk Matrix, which evaluates the likelihood of incident occurrence by service type and the severity of potential consequences.

The mapping of service categories to risk levels is defined in the document "HSSE Guidelines – Service Categories x Risk,". The Subcontractor shall review and apply that mapping and shall implement controls commensurate with the identified risk level.

During the HSSE Step of the Vendor Vetting process the categories of work for the vendor will be analyzed and a risk level assigned based on mapping from the document "HSSE Guidelines – Service Categories x Risk,". Low-risk activities do not

require vendor vetting. Moderate-risk activities require document evaluation, while high-risk activities require document evaluation as well as an in-person audit.

The Subcontractor shall ensure that hazard identification, risk assessment, and risk controls for such scopes are completed, verified, and approved by the Client before work starts and are maintained for the duration of the activity.

6.0 General HSSE Requirements

Applicability and Risk: This section applies to contracting modes 1, 2 and 3 and low, moderate, and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall provide MODEC, upon request, with documentation evidencing the effectiveness of its HSSE management system and acknowledging the Contracting Party's right to periodically require objective proof of process control and monitoring (including performance indicators, audits, and reports).

MODEC reserves the right to assess the HSSE capacity of any Subcontractor; the Subcontractor shall promptly supply any requested Subcontractor information and shall not subcontract any portion of the Work without MODEC's prior written approval, requested in advance and subject to MODEC's evaluation.

MODEC may invite the Subcontractor to participate in an annual HSSE performance evaluation, for which the Subcontractor shall submit evidence of its HSSE commitment and results.

The Subcontractor shall ensure all personnel directly engaged in the Services are enrolled in NIS (or equivalent statutory scheme) and that a Private Health Care Plan is fully funded and maintained for such personnel; MODEC may request proof of compliance at any time.

MODEC may impose additional HSSE requirements not expressly stated in this document when necessary to protect people, the environment, or assets, and the Subcontractor shall promptly implement them.

The Subcontractor shall mobilize only professionals who meet the minimum experience defined in the Qualification and Training Matrix for Subcontractors and shall designate a suitably experienced team member as a tutor/mentor for less-experienced personnel.

The Subcontractor shall ensure all personnel are competent, trained, and qualified for their duties without introducing unnecessary risk, and shall ensure that applicable employees and engineers are duly registered with relevant professional councils in accordance with local regulations.

To that end, the Subcontractor shall develop, implement, and maintain both a function-based HSSE training and technical competence matrix and a role-based matrix for operational and HSSE procedures, each compliant with applicable local legislation and standards; each matrix shall map functions/roles to required training and be supported by a training log capturing the employee, applicable training, completion dates, and expiry dates.

Subcontractor personnel shall complete all HSSE training required by the Contracting Parties, a detailed list of which is identified in the Subcontractor Offshore HSSE Requirements Doc 1200-MOG60-15STD-0039 - 02, prior to commencing work, including site/vessel safety inductions and abandonment drills, and shall participate in Toolbox Talks, Safety Stand Downs, and other Company-provided programs at no cost to the Subcontractor, with all other training costs borne by the Client.

The Subcontractor shall provide certificates of competence and valid normative training from recognized institutions/professionals as required for all services to be provided, consistent with the Subcontractor Offshore HSSE Requirements, and shall ensure completion of MODEC-mandatory in-house training available on the RelyOn Nutec e-learning platform, retaining corresponding certificates.

Access to MODEC facilities (onshore and offshore) shall only be granted after MODEC approves all certificates, including proof of minimum experience; certificates shall be presented as evidence of training, qualifications, and competence, including those obtained via the RelyOn Nutec e-learning platform.

For offshore services, the Subcontractor shall submit embarkation documentation through the Drake Supplier System at least 14 calendar days prior to embarkation following receipt of the service request; for onshore services, required documentation shall be provided at least 15 calendar days before the scheduled start date following the local HSSE request.

Subcontractors that fail to present required certificates shall be prohibited from performing services.

7.0 HSSE Management System

Applicability and Risk: For contracting modes 1, 2, and 3, this section will apply to moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall maintain a formal, documented HSSE Management System that demonstrates leadership commitment to continuous improvement and excellence in HSSE performance, complies with all applicable local laws and regulations, and aligns with recognized industry best practices and relevant standards. The system shall comprehensively cover all aspects of the scope of work. If any activity, task, or condition is not addressed, or existing procedures are inadequate for the associated risks, the Subcontractor shall promptly notify the Client in writing, and the parties shall collaborate to develop and agree on additional procedures or revise existing documentation to ensure risks are reduced so far as reasonably practicable and in accordance with law and industry best practice; no affected work shall proceed until appropriate and approved controls are in place.

When work is performed at Client-controlled locations (contracting modes 1 and 2), the Subcontractor shall strictly adhere to all Client HSSE methods, routines, procedures, rules, and instructions applicable to the scope of work and site, and shall ensure dissemination to, and compliance by, all of its Personnel and Subcontractors.

7.1 HSSE Policy

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish a Health, Safety, Security, and Environment (HSSE) policy formally signed and endorsed by senior management, demonstrating the organization's commitment to continual improvement and elevated performance standards. The policy shall be approved by senior management, communicated to all personnel, implemented, and maintained across all levels of the Subcontractor's organization. It shall address the nature and severity of HSSE risks inherent in the Subcontractor's activities, include a clear commitment to continuous improvement, and ensure compliance with all applicable legal and other relevant requirements.

7.2 Drug and Alcohol Policy

Applicability and Risk: For contracting modes 1 and 2, this section will apply to low-risk activities. For contracting mode 3 this section will apply to moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish, implement, and maintain a formally documented Drug and Alcohol Policy, signed and visibly endorsed by senior management, evidencing the organization's commitment to a drug- and alcohol-free workplace. The policy shall be communicated to, known by, and accessible to all personnel, and shall be effectively implemented and maintained across all levels of the Subcontractor's organization.

7.2.1 Program Against Alcohol and Drugs

Applicability and Risk: For contracting modes 1 and 2, this section will apply to low-risk activities. For contracting mode 3 this section will apply to moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall ensure that all personnel are informed that the use, possession, distribution, or sale of alcohol or illegal drugs is strictly prohibited within Client facilities. Any Subcontractor personnel entering Client facilities who are taking prescribed medication shall report such use to the onsite healthcare professional upon arrival, consistent with confidentiality and medical privacy requirements.

The Client may provide mandatory training as part of its workplace drug and alcohol prevention program, during which the Client's Alcohol and Drug Policy will be made available to all Subcontractor personnel; the Subcontractor shall ensure attendance and cooperation.

The Client may conduct toxicological testing within its facilities on Subcontractor personnel, subject to prior information on procedures, respect for confidentiality, and provision of test results to the individual. Testing shall be preceded by a signed consent form, and the individual may refuse to participate.

In the event of refusal, the Client may require the Subcontractor, at its own cost, to remove and replace the affected individual(s) without impact to schedule, quality, or HSSE performance. Smoking is prohibited except in designated areas at bases, offices, and vessels, and the Subcontractor shall enforce compliance by its personnel and Subcontractors.

7.3 Leadership and Commitment

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall embed demonstrable commitment to Health, Safety, Security, and Environment (HSSE) as a criterion for leadership selection and appointment, and senior management shall ensure that all persons in leadership positions actively demonstrate HSSE commitment through visible engagement, accountability, and consistent decision-making.

The Subcontractor shall define, document, and communicate HSSE roles and responsibilities at each organizational level, ensuring, where possible, that they are assigned to internal personnel with appropriate authority and competence and are not delegated to external consultants. Senior management shall provide the necessary resources and oversight to fulfil these responsibilities and shall periodically verify their effective execution.

7.4 HSSE Objectives and Goals

Applicability and Risk: This section applies to Contracting Modes 1, 2, and 3 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall adopt a policy evidencing its commitment to a safe, incident- and injury-free workplace. The Subcontractor shall define HSSE objectives aligned with this policy and shall develop, resource, and implement HSSE programs to achieve the defined performance goals. The Subcontractor shall monitor, review, and report progress against these objectives at defined intervals, take corrective and preventive actions (CAPAs) where performance deviates, and retain records of such monitoring and actions. The HSSE objectives, goals, and associated programs shall be communicated to, and made readily accessible to all personnel and subcontractors.

7.5 Competency Assurance

Applicability and Risk: This section applies to all risk levels under Contracting Modes 1 and 2.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

For the purposes of this document, competence is defined as the combination of required training, knowledge, and job-specific experience necessary to perform assigned tasks safely and effectively. The Contracting Party reserves the right to remove from work any individual who fails to meet HSSE performance expectations or who, in the Contracting Party's opinion, has engaged in misconduct or demonstrated incompetence or negligence in the proper performance of their duties.

If any person is identified as incompetent—whether prior to mobilization or at any time during execution—they shall be removed from the service immediately and shall not be reassigned to provide services to the Contracting Party without the Contracting Party's prior written approval.

7.5.1 Communication

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall ensure that its personnel are proficient in the English language, both oral and written, to effectively understand, communicate, and comply with HSSE requirements, procedures, permits, signage, and instructions.

7.5.2 Quality Assurance and Control

Applicability and Risk: This section applies to Contracting Modes 1, 2, and 3 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall deliver products and services of the highest quality to the Client, in compliance with applicable local and/or international requirements and recognized industry best practices.

The Subcontractor shall implement a planned, systematic production and service-delivery process that establishes confidence that the process consistently generates conforming and fit-for-purpose products and/or services, including documented procedures, controls, inspections, tests, and continual improvement mechanisms.

7.6 Occupational Health and Safety Risk Management

Applicability and Risk: This section applies to Contracting Modes 1, 2, and 3 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall develop, implement, and maintain an occupational health and safety risk management program that proactively identifies, assesses, controls, and monitors risks to ensure the safe and healthy conduct of work. Occupational health surveys shall be performed to determine appropriate control measures, and all requirements and mitigations shall be documented in an Occupational Health Risk Assessment completed and approved prior to the commencement of activities.

The program shall include, at minimum: occupational hygiene management to identify and control exposures to chemical, physical, and biological agents above occupational exposure limits established by Guyanese legislation; ergonomics programs with criteria for identifying, evaluating, and controlling ergonomic risk factors affecting employees; fatigue risk management whenever fatigue is identified as a hazard in Subcontractor activities, including prevention, monitoring, and corrective measures; and a Hearing Conservation Program in accordance with Guyanese regulatory standard GYS 263:2010 to prevent exposure to high noise levels and noise-induced hearing loss.

The Subcontractor shall provide exposure-appropriate, task-specific hearing protection to all workers in high-noise areas and verify its correct selection, fit, use, and maintenance. Continuous improvement shall be supported by documented procedures, training, health surveillance, exposure monitoring, corrective actions, and periodic management review. The

findings of these management review meetings must be reported to the Client in accordance with Contracting Modes 1 and 2.

7.6.1 Thermal Stress Monitoring

Applicability: This section applies to Contracting Mode 2 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall develop and implement a heat stress monitoring plan that verifies ambient conditions in work areas, identifies when temperatures or humidity levels present elevated risk, and specifies mitigation measures to provide adequate protection, along with clear actions to be taken in the event of suspected or confirmed heat stress. The plan shall define monitoring methods, trigger thresholds, responsibilities, communication, training, and record-keeping.

Areas and activities commonly subject to heat stress include:

- Exposure to direct sunlight for periods longer than 2 hours
- Confined space work
- Closed workshops or storage areas without adequate ventilation

Mitigations should include, as applicable, work-rest cycles, shaded or cooled recovery areas, hydration protocols, acclimatization procedures, PPE selection (e.g., cooling vests), ventilation improvements, scheduling of high-exertion tasks during cooler periods, buddy systems for symptom recognition, and incident response steps (stop work, move to cool area, first aid, and /or escalation to medical team).

7.6.2 Personal Protective Equipment (PPE)

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

Before starting work, the Subcontractor shall identify the PPE required for each task (such as type and quantity based on task risk assessments) and provide all PPE necessary to perform activities safely. The Subcontractor shall follow Guyana's regulatory standards for PPE identification, storage, and conservation, train its personnel accordingly, and maintain training records. Every issuance and delivery of PPE to employees shall be recorded, and the Subcontractor shall ensure that all employees wear appropriate PPE relevant to their work at no cost to them.

The Subcontractor shall maintain sufficient PPE stock on site and continuously monitor the effectiveness of the PPE program. The Subcontractor shall also provide all PPE, equipment, tools, and materials necessary to perform the contracted, including, where applicable, dosimeters, gas detectors, and equipment for performing bump tests for confined space work, noting that the Contracting Party will not lend any equipment for service execution.

Before any hot work or tasks requiring respiratory protection (for example, tank cleaning), the Subcontractor shall provide workers' valid fit test (seal test) records to the Client prior to work release. Presentation of valid calibration certificates is mandatory for equipment release by the Contracting Party's responsible person. At its sole discretion, the Contracting Party may provide necessary PPE to the Subcontractor's personnel; all costs will be fully charged to the Subcontractor plus an administrative fee of 200% of the market value, to be reimbursed within the stipulated period upon notification, with nonpayment subject to deduction from amounts payable to the Subcontractor.

Minimum PPE Requirements for Offshore Work

1. Head Protection
    - Helmet with chin strap, preferably green.

2. Eye Protection
    - Safety glasses providing protection against airborne particles, multidirectional intense light, UV rays, and splashing liquids, with side shields, nose support, and spatula-style temples.

      Note: Over-the-glasses safety eyewear worn over prescription eyeglasses is not allowed.

3. 3. Hearing Protection
    - Plug-type hearing protector: minimum attenuation ≥ 17 dB; suitable for sound pressure levels above Guyanese legal thresholds.
    - Shell-type hearing protector: minimum attenuation ≥ 22 dB; must include a mobile fixation rod to keep cups firmly attached to the helmet and be free of metallic components for electrical work.
4. Hand Protection
    - Gloves for general services.
    - Gloves for manual load handling.
    - Gloves for use with impact tools (e.g., sledgehammer).

   Minimum glove performance:

    - Blade cut resistance ≥ 3
    - Impact protection on back of hand and fingers
    - Abrasion resistance ≥ 3
    - Tear resistance ≥ 4
    - Puncture resistance ≥ 4

   Scaffolding assembly/disassembly (mandatory anti-impact gloves):

    - Type of protection: Mechanical agents; impact protection on fingers and back of hands.
    - Minimum standards: DIN EN 420, EN 388, and EN ISO 13997 (TDM cut resistance).
    - Requirement: Non-slip palm; active grip on wet and oily surfaces.
    - Minimum pictogram per BS EN 388: 4242AP.

5. Protection of Lower Limbs
    - Safety footwear:
        - Anti-perforation insoles and composite toecaps
        - Free of metallic components
        - Electrically insulated
        - Cut-resistant materials
        - Fuel oil-resistant, SRC non-slip soles
        - Impact protection: ≥ 200 J and compression ≥ 15 kN; heel energy absorption
    - Footwear for chemical/moisture exposure:
        - PVC, PU, or other modern equivalent materials
        - Waterproof, fully polymeric with chemical resistance
        - Sole energy absorption; non-slip; fuel oil resistant
        - Free of metallic components; cut- and impact-resistant
        - Slip resistance on ceramic floor with slippery contaminant

Note 1: Due to the increasing number of lower-limb incidents, safety shoes with an anti-sprain system are recommended to provide ankle support and stability on uneven terrain and stairs. For work inside tanks, MODEC requires safety shoes with an anti-sprain system.

Note 2: For activities with contact or submergence in chemicals, sludge, or liquids (including exceptional tank work), waterproof, long-barrel polymer footwear (e.g., PU) may be used even if lacking an anti-sprain system, provided they offer good ankle stability. If a model exists that combines waterproofing, chemical resistance, and an anti-sprain system, it should be preferred.

6. Whole Body Protection
    - Overalls: flame-resistant (minimum ATPV 9.6 cal/cm²), protection against electric arc thermal agents and flash fire, high-visibility/sea-contrast colors (e.g., orange, red, yellow), reflective stripes, worker name and company logo prominently displayed, and worker blood type identified.

7. Fall Protection (Work at Height)
    - Full-body (parachute) harness with dorsal and frontal attachment points for fall arrest and two lateral points for positioning; vest model with lanyard and fall arrester (mandatory) rescue shoulder strap; aramid components for electrical protection; and any additional belts/devices necessary to ensure equivalent safety.

8. Other PPE
    - The Subcontractor shall provide any additional PPE needed per task risk assessment to ensure adequate protection.
    -

Special Cases: Blasting and Hydroblasting PPE

- Note 3: Minimum PPE for blasting and hydroblasting.
    - Washing/Hydroblasting up to 3000 psi:
        - Basic set plus waterproof jacket and moisture-protection pants or RF coveralls
        - Long-barrel PVC boots
        - Nitrile gloves
        - Anti-vibration gloves
        - Wide-vision safety glasses
        - Double hearing protection (shell + plug)

- Hydroblasting above 3000 psi:
  - Basic set plus waterproof jacket and moisture-protection pants or RF coveralls
  - Hydroblasting leggings and pants
  - Hydroblasting jacket and apron
  - Long-barrel PVC boots
  - Nitrile gloves
  - Anti-vibration gloves
  - Hydrojetting hose
  - Wide-vision safety glasses and face shield
  - Double hearing protection (ear muffs + ear plug)

MODEC provides a PPE x Activities Matrix to assist Subcontractors. The Subcontractor shall provide PPE with the same or higher level of protection than specified in the matrix. If the activity is not listed, use the matrix as a reference or contact the unit HSSE team before boarding to confirm required PPE.

7.6.3 Program for Newly Hired Employees

Applicability and Risk: This section applies to all risk levels under Contracting Mode 1.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish and maintain a program for newly hired employees performing offshore services that ensures all personnel with less than six (6) months of company service are clearly identified, appropriately supervised, trained, mentored, and managed to prevent incidents, personal injury, environmental harm, or property damage.

The program shall include, at a minimum, role-specific onboarding and HSSE induction; assignment of a qualified mentor/tutor; elevated supervision and competency checks; task authorization limits; progressive training and evaluation milestones; documentation of performance, coaching, and corrective actions; and a formal review to confirm readiness for reduced supervision at or before the six-month mark.

7.6.4 Stop Work Authority Program

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish and promote a Stop Work Authority (SWA) program that empowers and encourages all employees to immediately stop work whenever they feel uncertain or insecure about starting or continuing an activity - whether at the Subcontractor's premises or the Client's - until all hazards and risks are assessed and controlled.

The Contracting Party reserves the right to interrupt the start of work or suspend any work in progress if, in its discretion, equipment, machinery, personnel, or working conditions are unsafe or fail to comply with applicable HSSE rules, regulations, procedures, and requirements.

The Subcontractor is authorized and obligated to suspend activities at any time it identifies any risk that threatens the safety and health of people, the environment, or the integrity of facilities, products, and equipment, and shall promptly implement corrective measures, communicate the stop-work decision, and document the incident and resolution before resuming work.

7.7 Permit to Work

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Permit to Work (PTW) system is a formal, written process used to efficiently and safely control and coordinate hazardous activities through explicit instructions and authorization for the personnel performing the work. The Subcontractor and its personnel are required to always follow and comply with the PTW system, without exception.

Non-compliance with PTW requirements may result in stop-work actions, removal from site, and termination of contracts.

7.8 Risk Management

Applicability and Risk: This section applies to all risk levels under Contracting Modes 2 and 3.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall maintain documented procedures describing how risk management is performed within its processes, including defined methodologies, roles and responsibilities, and the timing, triggers, and approvals for preparing risk analyses.

During planning for services to be performed within MODEC facilities, the Subcontractor shall prepare a preliminary risk analysis collaboratively with the Client and all professionals who will perform the work, in order to identify, evaluate, mitigate potential risks, and ensuring alignment of controls and responsibilities prior to execution.

The Subcontractor shall ensure all employees are trained in its risk management procedure and understand the methodology used to prepare and execute preliminary task risk analyses.

7.9 Incident Reporting and Investigation

Applicability and Risk: This section applies to all risk levels under Contracting Modes 1 and 2.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall maintain a documented procedure establishing an incident reporting and investigation system to promptly report all incidents immediately after occurrence, investigate their causes, and propose corrective and preventive actions to avoid recurrence.

The system shall provide for prompt reporting of the following categories of incidents:

- Fatalities
- Lost-time and no-lost-time incidents
- Restricted work cases
- Injuries and/or illnesses requiring medical treatment
- Near misses with potential to cause injury or illness
- Spills or releases of hazardous materials to the environment
- Environmental incidents

For any incident involving the Subcontractor's personnel at MODEC offshore installations, the Subcontractor shall immediately notify the HSSE personnel on shift and the relevant supervisor for evaluation. For incidents at onshore installations, the Subcontractor's personnel shall immediately notify local HSSE personnel.

For any injury incident offshore requiring the worker to disembark, the Subcontractor shall follow up on all aspects of the employee's treatment to ensure there is no worsening of the injury. The Subcontractor shall receive the employee at the airport, accompany them to the hospital, and provide all necessary clarifications clearly and concisely. If applicable, the Subcontractor shall obtain and provide the Subcontractor's doctor's fitness-for-duty release/discharge prior to the injured employee's return to work.

The Subcontractor shall upload all incident investigation reports, corrective and preventive actions, and supporting evidence to prevent recurrence. Investigations and the final reports shall be completed within ten (10) days of incidents and submitted to MODEC.

Costs of fines and penalties incurred by the Contracting Party due to the Subcontractor's failure to report HSSE incidents within the legally required period accord to the Occupational Safety and Health Act Chapter 99:10 will be passed through to the Subcontractor.

Any expenses arising from medical assistance (e.g., rescue, first aid, transport, and related services) provided by the Client to the Subcontractor's employees will be deducted from the next invoice(s) or payment(s) if the Subcontractor does not immediately reimburse the Client.

7.10 Crisis and Emergency Management

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall maintain an effective Emergency Response Plan (ERP) to manage any emergency. The ERP shall define the organization, structure, roles and responsibilities, communication protocols, and procedures to be followed during emergencies occurring within the Subcontractor's facilities and at the Client's facilities.

The Subcontractor's emergency response procedures shall, at a minimum, address the following emergency scenarios: health/medical, fire, environmental, and personnel and asset. Procedures shall cover all reasonably foreseeable health, safety, and environmental emergency scenarios and be periodically validated through drills and exercises, with records of scenarios, participation, outcomes, and corrective actions.

When operating at the Contracting Party's facilities, the Subcontractor shall follow the Contracting Party's Emergency Plans and Procedures and participate in simulated exercises during the work period. The Subcontractor shall ensure its personnel are thoroughly familiar with the location and proper use of essential emergency equipment (e.g., self-contained breathing apparatus, life jackets, fire extinguishers), muster/escape routes, alarms, and communication methods.

In the event of injured personnel, the Subcontractor shall ensure its medical team or designated representative accompanies the injured person, coordinates care and provides timely updates and required information to the Contracting Party at all times.

The Subcontractor's ERP shall include up-to-date 24/7 emergency contact details for responsible persons, escalation paths, and referral hospitals near the Subcontractor's facilities. Any changes to emergency contacts shall be communicated to the Contracting Party immediately.

7.11 Management of Change

Applicability: This section applies to Contracting Mode 2 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall reassess risks whenever there is any change from the initial work plan and/or project, ensuring that all potential impacts on safety, health, environment, quality, schedule, and cost are identified and controlled before proceeding.

No Subcontractor personnel shall resume work until the change is formally approved, and the relevant procedures and risk assessments have been reviewed, updated, communicated, and understood by affected personnel.

The Subcontractor shall maintain a documented Management of Change (MoC) procedure and train employees in its application, including triggers, approval authorities, verification steps, communication requirements, and records management.

The Subcontractor shall keep a recorded log of all changes and the actions taken to mitigate associated risks, including rationale, approvals, implementation dates, responsible persons, verification of effectiveness, and lessons learned.

All changes that affect the scope of work must be reported to the Client in accordance with Contracting Modes 1 and 2.

7.12 Security

Applicability and Risk: This section applies to all contracting modes and all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall develop, implement, and maintain a security plan to prevent workplace theft, sabotage, or other security risks. The plan shall be risk-based, proportionate to the threats and operating context, and integrated with HSSE and business continuity arrangements.

At a minimum, the security plan shall address foreseeable security threats likely to impact the workplace and define controls for workspace entry and exit, including access authorization, visitor management, badging/ID requirements, parking rules, and escorting procedures. It shall establish site security rules, periodic checks and inspections in work areas, and measures to protect confidential and restricted information, including secure storage, clean-desk practices, and controlled communications.

The plan shall include capabilities for data backup and recovery in the event of a system failure or security incident, with defined roles, recovery objectives, and test schedules. It shall also require prompt reporting and escalation of all incidents of loss, theft, or vandalism to the Client, with documentation, investigation, corrective actions, and lessons learned.

7.13 Environmental Management

Applicability: This section applies to Contracting Mode 3 for all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall be responsible for all environmental aspects and regulatory compliance associated with its work activities. The Subcontractor shall identify environmental hazards and perform risk assessments for work activities, incorporating the necessary control measures into plans, procedures, and operations.

The Subcontractor shall possess all required environmental licenses and permits and comply with all conditions imposed by applicable local authorities as relevant to its activities.

The Subcontractor shall ensure comprehensive waste management measures are implemented in accordance with the Environmental Protection Act Chapter 20:05 - using a suitably registered and authorized waste management company, including proper classification, segregation, storage, transportation, treatment, and final disposal, with full traceability and documentation.

Where applicable, the Subcontractor shall perform environmental analyses, studies, and assessments for all relevant phases of work activities in accordance with applicable requirements. The Subcontractor shall develop and implement a regulatory and environmental monitoring and control program for work activities, including implementing environmental monitoring programs where required, and ensuring timely reporting to authorities and the Contracting Party as applicable.

The Subcontractor shall conduct regular workplace inspections and/or audits to verify compliance with all environmental requirements, maintain records of findings and corrective actions, address nonconformities promptly, and drive continual improvement in environmental performance.

7.13.1 Management of Hazardous Materials

Applicability and Risk: This section applies to all risk levels under Contracting Modes 2 and 3.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall implement and maintain processes to assess hazardous materials through formal assessments and communicate these hazards (e.g., guide and train in safe handling) following applicable regulations, including the maintenance and use of the material.

The Subcontractor must have appropriate procedures for handling and using chemical products and the respective Material Safety Data Sheet (MSDS).

The Subcontractor shall identify all potentially hazardous products (e.g. radioactive substances, chemicals) contained in its facility or required to be brought to a job site to perform the service.

The risks associated with hazardous chemicals and other materials must be assessed by the Subcontractor and control measures implemented to ensure they are stored, handled, used and disposed of safely under the Environmental protection (Hazardous Waste Management) Regulations of the Environmental Protection Act Chapter 22:05.

All relevant employees of the Subcontractor shall be trained to competence in the management and handling of hazardous materials.

7.13.2 Waste Management

Applicability: This section applies to Contracting Mode 3 for all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall develop, implement, and maintain a comprehensive Waste Management Program to identify, classify, handle, track, and manage all waste generated at work, ensuring waste associated with its activities are identified, recorded, stored, transported, treated, and disposed of in an environmentally responsible and legally compliant manner.

As part of the Waste Management Program, the Subcontractor shall develop and implement a Waste Minimization Program to reduce waste generation at the source and improve reuse or recycling rates, where applicable, including purchasing controls, process optimization, and material reuse initiatives.

The following processes must be established and managed, where applicable (not limited to):

- Waste storage (segregated, labelled, compatible, and secure)
- Waste disposal (authorized vendors and facilities)
- Waste recycling (prioritized where feasible)
- Emergency response in the event of a waste spill
- Monthly quantification and reporting of waste generated
- Third-party waste transport manifests and disposal/final destination receipts

Workplace waste containers shall be clearly identified and dedicated to specific waste streams (e.g., metals, plastics, wood, chemicals, organic, hazardous, e-waste), with signage and color-coding as appropriate.

For services that generate waste within the Subcontractor's facilities, the Subcontractor shall provide all documents requested by the Contracting Party, including, as applicable, waste classification records, transport manifests, chain-of-custody documentation, and final destination certificates, ensuring full traceability and regulatory compliance.

The Subcontractor shall ensure comprehensive waste disposal measures are implemented using a suitably registered and authorized waste management company, including proper classification, segregation, storage, transportation, treatment, and final disposal, with full traceability and documentation.

7.14 Safe Conditions for Equipment and Tools

Applicability and Risk: This section applies to all risk levels under Contracting Modes 2.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall provide adequate tools, materials, and equipment in good working order, including appropriate containers, metal boxes, or other means for transporting materials. All such items shall comply with applicable national or international standards and legislation to safeguard life and property. The Subcontractor shall ensure any equipment or container that must be lifted within MODEC facilities complies with the DNVGL-ST-E271 Offshore Containers standard.

The Subcontractor shall maintain a maintenance and calibration plan for all equipment and tools and retain full control and lifetime history of maintenance/calibration performed. Equipment integrity shall be assured so that items are in safe condition for use. The Subcontractor shall verify the condition of all hand tools and equipment prior to shipment and maintain records of these pre-shipment checks. MODEC requires that all calibration and maintenance certificates accompany the equipment and tools provided for the service, and the Contracting Party's team will verify these certificates prior to commencement of work.

Before commencing services within MODEC facilities, the Subcontractor's team shall perform a fresh inspection of all equipment and tools using the Subcontractor's checklist. The checklist shall, at a minimum, include criteria for integrity, proper functioning, and safety devices to ensure safe conditions prior to use. The Subcontractor shall record and retain all checklists performed on its equipment/tools and provide them upon request by MODEC.

All electric and pneumatic tools shall be equipped with minimum safety devices, such as trigger guards and trigger locks, to prevent inadvertent activation, and devices featuring continuous activation locks are strictly prohibited. For industrial rope access activities, all of the Subcontractor's involved employees must possess IRATA Level III Climber certification.

The Subcontractor shall present invoices, certificates, semi-annual inspection records, and a packing list of the equipment to be used, and no activity shall commence before these documents are submitted and validated. For services involving the use of electricity, prior to the start of work the Subcontractor shall submit all equipment to be used for inspection by MODEC's responsible electrical supervisor at the installation where the service will be performed. All equipment to be used in execution of the Services shall be accompanied by prior electrical safety inspection report(s) issued by a competent authority.

7.15 Legal Requirements and Documentation

7.15.1 Document Management

Applicability and Risk: This section applies to all risk levels under Contracting Modes 2 and 3.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall maintain a document management system to effectively control HSSE information. The system shall ensure that all controlled critical documents, records, and data are identified and properly managed; that a clear document approval process is defined, maintained, and monitored; that only the most recent, approved versions are available to professionals at the point of use; and that regulatory and legal requirements are consistently met. All documents submitted to MODEC Guyana must be in English.

7.15.2 Legal Requirements

Applicability and Risk: This section applies to all risk levels under Contracting Modes 2.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor is responsible for full compliance with all applicable laws, regulations, licenses, codes, standards, and practices relevant to its activities. An HSSE Regulatory Compliance Matrix shall be developed, maintained, and updated whenever legal requirements change.

The Subcontractor shall demonstrate how legal requirements are embedded and applied within its processes, including controls, verification, and evidence of compliance.

7.16 Performance Evaluation and Monitoring

7.16.1 HSSE Audits

Applicability: This section applies to Contracting Mode 2 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish a documented HSSE audit procedure defining scope, criteria, frequency, auditor qualifications, reporting, action plan requirements, verification of completion, and record retention. Audits shall be performed only by qualified auditors.

HSSE audits shall be used to assess the effectiveness and implementation level of HSSE management processes and to identify opportunities for improvement. The Subcontractor is subject to audits by MODEC at any time to measure compliance with the HSSE requirements established in this document, and any required post-audit treatments, evidence, and closures shall be demonstrated to MODEC.

The Subcontractor shall identify and document all deviations and nonconformities within its processes, including those found during service delivery at the Contracting Party's facilities, and treat them to prevent recurrence. All deviations shall be controlled and monitored through to closure, with action plans specifying preventive and corrective actions, responsibilities, target dates, and effectiveness checks.

7.16.2 HSSE Inspections

Applicability: This section applies to Contracting Mode 2 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish a regular, frequent HSSE inspection program at the workplace to ensure safe conditions and practices. Inspections shall be conducted at both the Subcontractor's premises and the Contracting Party's facilities during service execution.

All inspections must be recorded, and identified deviations shall be formally addressed with corrective and preventive actions. Evidence of closure and effectiveness shall be retained and made available upon request. The Client reserves the right to audit these records at any time.

7.16.3 Performance Monitoring

Applicability: This section applies to Contracting Mode 2 for moderate and high-risk activities.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall establish a program to monitor HSSE performance across its processes, aligned with organizational HSSE objectives and goals. The program shall define data sources, responsibilities, frequency, targets, reporting methods, and verification of data quality.

At a minimum, the monitoring program shall track key HSSE indicators, including:

- Incidents
- Audits
- Inspections
- Open/current actions
- Number of trainings conducted
- Maintenance status of tools and equipment

The Subcontractor shall conduct at least an annual management review with senior leadership to present HSSE results, evaluate performance against objectives, and provide evidence of the implementation and effectiveness of resulting action plans to drive continual improvement.

MODEC shall conduct a HSSE performance assessment of its Subcontractors at its convenience. When requested, the Subcontractor shall submit the required information and supporting evidence. Participation by all Subcontractors requested by MODEC is mandatory.

7.17 Tuberculosis (TB) Screening Requirements for Offshore Personnel

Applicability: This section applies to contracting modes 1 and 2 for all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

To support regulatory compliance and reduce the risk of active TB transmission, the following requirements apply to all personnel requiring offshore mobilization, regardless of the duration of their offshore assignment or stay.

Mandatory Screening Methods and Validity

Completion of TB screening is mandatory before offshore mobilization. Screening results are valid for two (2) years from the date of testing. The following are the only approved and accepted methods for primary TB screening:

- **IGRA (Interferon-Gamma Release Assay)**, such as the QuantiFERON-TB Gold test; or
- **TST (Tuberculin Skin Test)**, such as the Mantoux test.

Chest X-rays

Per the Guyana National TB Program, a Chest X-ray is a diagnostic tool and not a standalone screening method. As such personnel requiring offshore mobilization shall be guided by the following:

- A chest X-ray without a corresponding IGRA or TST will not be accepted.

- A chest X-ray is only required where an IGRA or TST result is positive for the purpose of assessing and excluding active TB disease.
- Personnel with a documented history of positive IGRA/TST results must provide a chest X-ray every two years.

Submission and Verification

Valid TB Screening results must be submitted to the DRAKE platform and verified prior to offshore travel. Failure to provide compliant documentation will result in the immediate denial of offshore mobilization.

8.0 Cleaning and Maintenance of the Work Environment

Applicability: This section applies to contracting modes 1 and 2 for all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

The Subcontractor shall continuously maintain adequate housekeeping and orderly conditions in all work areas within MODEC facilities to enhance productivity and prevent workplace incidents. At the end of each workday, all materials and equipment used to perform services shall be properly stored if work will continue the following day.

Waste shall be disposed of in designated containers and locations according to site rules and environmental requirements. The Subcontractor shall train and educate its personnel on housekeeping standards, responsibilities, and good practices to ensure consistent compliance.

9.0 Consequences for Non-Conformity with HSSE Rules

Applicability: This section applies to contracting modes 1 and 2 for all risk levels.

Risk Level	Contracting Mode
Low	1
Moderate	2
High	3

Failure to comply with, or willful violation of, the Life-Saving Rules or other MODEC safety requirements will lead to consequences for Subcontractors. Consequences may include, but are not limited to, suspension or blocking of the individual professional and/or the contracting company from working within MODEC facilities, given the high level of commitment expected to protect people's lives.

Using disciplinary action is preferable to allowing unsafe behaviors that could result in harm or fatality to oneself or others. As a best practice, MODEC requires its Subcontractors to maintain and enforce a clear, graduated policy of consequences

for non-conformities with HSSE requirements, including documentation, communication, corrective actions, and verification of effective remediation before work resumes.

10.0 Applicability of Each Section to Contract Modes and Risk Levels

Line Item	Risk Level			Contracting Mode		
	Low	Moderate	High	1	2	3
6.0 General HSSE Requirements	■	■	■	■	■	■
7.0 HSSE Management System		■	■	■	■	■
7.1 HSSE Policy	■	■	■	■	■	■
7.2 Drug and Alcohol Policy	■			■	■	
7.2 Drug and Alcohol Policy		■	■			■
7.2.1 Program Against Alcohol and Drugs	■			■	■	
7.2.1 Program Against Alcohol and Drugs		■	■			■
7.3 Leadership and Commitment	■	■	■	■	■	■
7.4 HSSE Objectives and Goals		■	■	■	■	■
7.5 Competency Assurance	■	■	■	■	■	
7.5.1 Communication	■	■	■	■	■	■
7.5.2 Quality Assurance and Control		■	■	■	■	■
7.6 Occupational Health and Safety Risk Management		■	■	■	■	■
7.6.1 Thermal Stress Monitoring		■	■		■	
7.6.2 Personal Protective Equipment (PPE)	■	■	■	■	■	■
7.6.3 Program for Newly Hired Employees	■	■	■	■		
7.6.4 Stop Work Authority Program	■	■	■	■	■	■
7.7 Permit to Work	■	■	■	■	■	■
7.8 Risk Management	■	■	■		■	
7.9 Incident Reporting and Investigation	■	■	■	■	■	

Line Item	Risk Level			Contracting Mode		
	Low	Moderate	High	1	2	3
7.10 Crisis and Emergency Management	■	■	■	■	■	■
7.11 Management of Change	■	■	■		■	
7.12 Security	■	■	■	■	■	■
7.13 Environmental Management	■	■	■			■
7.13.1 Management of Hazardous Materials	■	■	■		■	■
7.13.2 Waste Management	■	■	■			■
7.14 Safe Conditions for Equipment and Tools	■	■	■		■	
7.15.1 Document Management	■	■	■		■	
7.15.2 Legal Requirements	■	■	■		■	
7.16.1 HSSE Audits		■	■		■	
7.16.2 HSSE Inspections		■	■		■	
7.16.3 Performance Monitoring		■	■		■	
7.17 Tuberculosis (TB) Screening Requirements for Offshore Personnel	■	■	■	■	■	
8.0 Cleaning and Maintenance of the Work Environment	■	■	■	■	■	
9.0 Consequences for Non-Conformity with HSSE Rules	■	■	■	■	■	

GENERAL TERMS AND CONDITIONS

Appendix 2

Delivery of Materials at Logistics Bases

The term “SELLER” as used in this Appendix shall mean the Party furnishing the goods, materials, equipment or services as described in the Purchase Order. The term “BUYER” as used in this document shall mean MODEC Guyana Inc., or its affiliate or subsidiary as identified in the Purchase Order and the term “Client” as used in this document shall mean BUYER´S Client(s) in the projects for which the GOODS or SERVICES are destined.

1. Materials Protection

1.1. All Materials shall be protected against bad weather, penetration of water, dust, as well as against damage caused throughout the loading, transportation and unloading process, and package shall be required, when applicable. Special attention should be given to the Materials in order to protect them against the corrosion of their machined parts, rotating parts, and unpainted surfaces. The type of package and nature of this protection shall remain at the discretion of the Supplier, who shall assume full liability for any damage caused to the Materials due to lack of protection. The packages must be intact and must have identification of the material, quantities, PO and invoice number. Packages must correspond with a single invoice, combining multiple invoices in one package is prohibited.

1.2 All material must be delivered properly packaged for transport, strapped and palletized on wood or plastic pallets, except for hand-held materials, which have a maximum volume of 3 boxes of 30cm and a maximum weight of 20kg. All materials must contain a certificate of origin, test and calibration, in addition to all the documentation required in accordance with the necessary conditions previously informed by the BUYER to the SELLER. The acceptance of materials with incomplete documentation due to MODEC's operational needs does not constitute a waiver of any of the Company's rights and does not exempt the Contractor from the obligation to comply with the terms established herein.

1.2.1. It is mandatory to present upon delivery the printed Material Safety Data Sheet (MSDS) for all chemical products (hazardous or not), and to submit the most current versions of the MSDS and Emergency Data Sheet in advance, either through the delivery schedule in Salesforce or via email or Kabal, for the attention of the BUYER’ Logistics Team.

1.3. Third-party materials will be received only if properly packaged in CCUs (container, basket, metallic boxes and skid) with valid DNV certification and lifting material (slings) with load test certification and updated identification plates. Materials from third parties that are packaged on pallets or in other packaging other than those mentioned above will not be accepted. Upon delivery, BUYER may install a GPS device in the CCU by fixing screws, which will be removed by the BUYER upon return. The material must be adequately packaged for the transport between the logistics base and the FPSO, and the SELLER shall remain fully responsible for the correct lashing of the cargo, in order to avoid the risk of movement during transport, as well as for the sealing of the transport equipment.

1.3.1. If the SELLER fails to adopt the abovementioned procedure, BUYER reserves the right to request the removal of the container or basket from its operational base, in order to correct any irregularities, which shall be borne exclusively by the SELLER, including transportation.

2. Transportation and delivery

2.1. SELLER shall remain liable for any damage caused as a result of the transportation of the Materials which have not been duly packaged, or whenever the transportation is incumbent on the SELLER, as a result of the utilization of improper means of transportation, without detriment to their restitution, if the damage verified leads to the impossibility of their immediate utilization.

2.2. SELLER shall prioritize the unitization of the cargo in pallets, identifying the volumes with the PO number.

2.3. The materials must be delivered consolidated by type of material (SKU) and referencing which PO line corresponds to the material.

2.4. The carrier professionals must be appropriately dressed in long pants, shirt with sleeves and closed shoes. Access to the BUYER's Logistics Base requires PPE and safety training. It will be necessary to check with the expediting team the required rules according to the logistics base where the material will be delivered.

2.5. Under no circumstances shall the SELLER arrange a transport request on behalf of the BUYER.

3. Delivery/Acceptance

3.1 The Materials must be delivered to the address specified in the PO and on the date scheduled in the Suppliers' Portal after MODEC approval in the system. Deliveries which are not requested or approved through the system will not be accepted. The Materials should be delivered at the address specified in the PO, however changes to the delivery address may be requested by the MODEC team due to operational needs. The daily shift for receiving materials is from 8am to 5pm on workdays (except for holidays).

3.1.1. The Client shall keep the delivery instructions in clause 3.1 above up to date and shall inform the Contractor directly of any required schedule changes.

3.1.2. The delivery personnel must respect the queue/ order of arrival at the respective delivery locations.

3.2. Materials will not be accepted if not accompanied by a copy of the Invoice and PO. The product packaging must clearly display the manufacturing date, expiration date, and the lot to which it belongs.

3.2.1. At the time of delivery, the product must have a minimum remaining shelf life of 1 (one) year, except for perishable products that have shorter shelf lives. If the product requires refrigeration, the SELLER must inform the Client's Expediting Team in advance for proper planning, preservation, and storage of the product.

3.3. The Client shall have the right to reject part or all of the Materials whenever they do not comply with the technical requirements or the provisions of the PO.

3.4. Materials delivered in error, with characteristics different from the specifications, in excess of the quantity ordered, or rejected during the final receiving inspection shall be returned, with all return expenses, including taxes, freight, and insurance, borne by the SELLER.

3.5. At the time of cargo delivery, delivery personnel must wait until the MODEC receiving team has completed the inspection of the materials.

4. Guarantees Applicable to the Supply of Materials

4.1. All the MATERIALS supplied, including the components acquired from the sub-suppliers, shall be guaranteed by the SELLER, as to:

4.1.1. being in conformity with the technical requirements described in the PO.

4.1.2. being new and best value in their respective types;

4.1.3. being free from errors, flaws or defects in the materials, design or manufacture.

4.2. If the Contractor fails to provide for the correction of anomalies, flaws or defects, Company shall be ensured to right to effect the changes or alterations, and to charge their total costs to the Contractor.

5. Conditions Applicable to the Prices for Supply of Materials

5.1. Price adjustments, if applicable, must be approved by the Client and will be calculated according to the indices and criteria indicated in the PO, applied to the individual amounts of each installment.

5.2. The Client's failure to discover or reject Materials that do not comply with the technical requirements shall not be deemed consent, tolerance, or approval by the Client, and shall not be considered acceptance of Materials that are not in strict accordance with such requirements.

6. Changes

6.1. The Client may, at any time, by written order, mandate modifications to the supply, such as extra Materials, the execution of extraordinary services, and changes to specifications and other technical requirements, including shipping methods, packaging, delivery locations, and delivery dates, in accordance with the provisions of the PO.

GENERAL TERMS AND CONDITIONS

Appendix 3

Anti-Corruption Compliance

The term "CONTRACTOR" as used in this Appendix shall mean the Party furnishing the goods, materials, equipment or services as described in the Purchase Order.

ANTI-CORRUPTION COMPLIANCE PROVISIONS

1. Definitions

1.1 "*Applicable Anti-corruption Laws*" means: (a) Japan Unfair Competition Prevention Law ("UCPL"); (b) the U.S. Foreign Corrupt Practices Act ("FCPA"); (c) the U.K. Bribery Act 2010; (d) any activity prohibited by any resolution of the U.N. Security Council under Chapter VII of the U.N. Charter or the Organization for Economic Cooperation and Development's Good Practice Guidance on Internal Controls, Ethics, and Compliance; (e) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries; (f) the anti- corruption laws of the country in which each Party does business; (g) the anti-corruption laws of the country of incorporation of Contractor and of Contractor's ultimate parent company; and (g) all other applicable laws dealing with anti-corruption, bribery, extortion and kickbacks.

1.2 "*Facilitation Payment*" is a small, unofficial customary payment to a low-level Public Officials to expedite a non-discretionary, routine governmental action, such as a small payment to expedite customs clearance of materials or persons.

1.3 "*Public Official*" means: (i) any elected or appointed government official, officer, employee or person acting in an official or public capacity on behalf of a government (i.e., local, regional, and national, and legislative, administrative, judicial, and executive branches); (ii) any official or employee of a quasi-public or non-governmental international organization (sometimes referred to as "NGOs") such as the United Nations, Red Cross, International Monetary Fund and the World Bank; (iii) any employee or other person acting for or on behalf of any entity that is wholly or partially government owned or controlled by a government (such as a national oil company); (iv) any person exercising legislative, administrative, judicial, executive, or regulatory functions for or pertaining to government (including any independent regulator); (v) any political party official, officer, employee, or other person acting for or on behalf of a political party; and (vi) any candidate for public office (even if not currently in office.

2. Compliance with Anti-Corruption and Anti-Bribery Laws. Contractor understands and agrees that it has complied and will continue to comply with, and has not and will not commit any offense under, any Applicable Anti-corruption Law.

2.1 Contractor represents and warrants that no payments of money or anything of value have been or will be offered, promised, or paid, whether directly or indirectly, by any of its directors, officers, employees, or agents, to any Public Official: (a) to influence any official act or decision of any Public Official; (b) to induce the Public Official to do or omit to do any act in violation of a lawful duty; (c) to secure any improper business advantage; or (d) to obtain or retain business for, or otherwise direct business to, Company or to any of Company's subsidiary or affiliated companies or to Contractor in any way related to this Agreement.

2.2 Contractor represents and warrants that Contractor, its directors, officers, employees, or agents: (a) have not requested, accepted, offered, promised, or given, and will not request, accept, offer, promise, or give, any bribe, kickback, or other illegal payment to any person, including any representative of any commercial entity, in violation of applicable law; and (b) have not requested, accepted, offered, promised, or given, and will not request, offer, promise, or give, a financial or other advantage to induce another person to perform a function or activity improperly in order to obtain or retain business or a business advantage for Company.

3. **Facilitation Payments.** Contractor represents and warrants that it has not, and will not, either directly or indirectly, make, offer, pay, promise, or authorize any Facilitation Payment to or for the benefit of any Public Official in any way related to this Agreement.

4. **Notification of Request for Improper Payment.** Contractor represents and warrants that it shall promptly notify Company in writing if it ever receives a request to take any action which would or may violate its obligations under this Agreement.

5. **Compliance Program.** In connection with its representation of Company, this Agreement, or any related agreement or activity, Contractor has provided adequate training and information to all employees who may provide services related to this Agreement, and has informed them of their obligations under the Applicable Anti-corruption Laws. Contractor has established adequate policies and procedures relating to business ethics and compliance with the Applicable Anti-corruption Laws, and has in place policies and procedures for reporting, investigating, and remediating suspected or known violations of the Applicable Anti-corruption Laws.

6. **Accuracy of Books and Records / Cooperation with Audit Activities.** Contractor agrees that it will maintain accurate and complete records of its receipts and expenses having to do with this Agreement, including records of payments to any third parties or Public Officials, in accordance with generally accepted accounting principles. Contractor shall also maintain adequate internal controls and shall not make or permit any off-the-books accounts, inadequately identified transactions, recording of non-existent expenditures, entry of liabilities with incorrect identification of their object, or the use of false documents. Contractor further agrees that it shall make such books and accounting records available for review by the Company, or an independent party nominated by the Company, at Company's reasonable request.

7. **Government Ownership.** Contractor represents and warrants that no government or Public Official is, has been, or will be during the term of this Agreement directly or indirectly a majority owner or investor in Contractor and that no Public Official has or will have during the term of this Agreement any substantial financial interest, directly or indirectly, in the contractual relationship established by this Agreement.

8. **Employment of Officials or Relatives of Officials.** Contractor represents and warrants that none of its officers, directors, employees, or majority owners is, has been, or will be during the term of this Agreement a Public Official or a member of the immediate family (spouse, parent, child, sibling, or sibling's spouse) of, or financially dependent on, a Public Official.

Contractor agrees that it will not promise, offer, hire, contract or in any way retain a Public Official or any of said related persons as part of staff or management during the term of this Agreement. Contractor further agrees that it will not, in any way, engage with a Public Official or any of said related persons to hold, under any form, equity in the Contractor or its related entities.

9. **Expenses.** Any reimbursable expenses incurred during the performance of this Agreement must be clearly documented and presented to Company along with any receipts and supporting records. Company will not reimburse any expenses without appropriate documentation. Contractor shall not provide any gifts, travel, or entertainment or other hospitality to any person without the prior written approval from Company. In addition, Contractor shall not be reimbursed for any gifts, travel, entertainment, or other hospitality without such prior written approval.

10. **Political Contributions and Charitable Donations.** No political contributions or charitable donations have been or shall be given, offered, promised, or paid, that are in any way related to this Agreement or any related activity.

11. **Subcontractors and Agents.** Contractor agrees that it will not retain any subcontractor, representative or agent in connection with the performance of this Agreement without the prior written approval of Company. To the extent that Company grants such approval, then such subcontractor, representative or agent shall enter into a written agreement with Contractor wherein the subcontractor, representative or agent shall certify that it shall comply with Applicable Anti-corruption Laws and the obligations set forth in set forth in these Anti-Corruption Compliance Provisions prior to any involvement in this Agreement or in any related activity.

12. **Prohibited Parties.** Contractor represents and warrants that neither it, nor any of its directors, officers, employees, representatives, or agents: (a) appear on any list of entities or individuals debarred from tendering or participating in any project funded by the World Bank, the International Finance Corporation or any other multilateral or bilateral aid agency; (b) have been debarred, suspended, or otherwise determined ineligible for government procurement programs in any jurisdiction; (c) have at any time been investigated or involved in an investigation (as a witness or possible suspect) relating to conduct which would constitute a breach of any Applicable Anti-corruption Law; or (d) are currently subject to any actions, suits, investigations, or proceedings related to actual or potential violations of any Applicable Anti-corruption Law, fraud, or other morality offense, before or by any federal, state, municipal, or other governmental or non-governmental department, commission, board bureau, agency, or instrumentality.

13. **Notification of Investigation.** Contractor agrees to promptly inform Company if Contractor or any of its directors, officers, employees, representatives, or agents becomes subject to any investigation for corruption or any other illicit conduct during the course of this Agreement, including any proposed meetings, interviews, inspections, or audits by any government, regulatory, or administrative bodies.

14. **Cooperation in Investigation.** Contractor will provide reasonable cooperation in any

anti-corruption investigation conducted by Company, including making relevant personnel available for interviews and relevant books and records available for inspection.

15. **Continuing Representations.** The representations and warranties set forth in these Anti-Corruption Compliance Provisions shall continue for the life of the Agreement. Any change of circumstances inconsistent with any representation or warranty set forth herein in these Anti-Corruption Compliance Provisions shall constitute a breach. Contractor agrees that if, at any time, there is a change in circumstances, Contractor shall provide Company prior written notice of such change.

16. **Breach and Indemnification.** If Contractor breaches any representation or warranty of these Anti-Corruption Compliance Provisions, Company shall have, in addition to any other rights and remedies available to Company, the right to unilaterally and immediately terminate the Agreement without any obligation to provide further payments to Contractor regardless of whether such payments were for services rendered by Contractor. Contractor shall protect, defend, and indemnify Company and Company's parent, subsidiary and affiliated companies and each and all of their officers, directors, employees and representatives from and against any and all costs of any nature (including, but not limited to, reasonable attorney's fees), arising from any payments made in violation of any Applicable Anti-corruption Law, regardless of whether such payments were made directly or indirectly, by, on behalf of, or with the knowledge of Contractor, in relation to this Agreement.

17. **Annual Certifications.** Contractor agrees to certify compliance with these Anti-Corruption Compliance Provisions on an annual basis.