



**PTT EXPLORATION & PRODUCTION PUBLIC COMPANY LIMITED
PTTEP ENERGY DEVELOPMENT COMPANY LIMITED
PTTEP INTERNATIONAL LIMITED**

CONTRACT NO. 2024.0821

WITH



FOR

**PROVISION OF OFFSHORE PLUG AND ABANDONMENT SERVICES PHASE 2 FOR G2/61
OTHER ASSETS (CALL-OFF)**

Table of Content

	Page
<u>Articles</u>	
Article 1 – Object of the CONTRACT	5
Article 2 – Definitions and Interpretation.....	5
2.1 Definitions.....	5
2.2 Interpretation.....	9
Article 3 – EFFECTIVE DATE and Duration	10
3.1 EFFECTIVE DATE.....	10
3.2 CONTRACT Duration.....	10
3.3 Right to Extend	10
Article 4 – COMPANY REPRESENTATIVE and CONTRACTOR REPRESENTATIVE	10
4.1 COMPANY REPRESENTATIVE	11
4.2 CONTRACTOR REPRESENTATIVE	11
Article 5 – Performance of the CONTRACT.....	11
5.1 Independent Contractor.....	11
5.2 Compliance with the APPLICABLE LAWS	12
5.3 CONTRACTOR’s General Obligations	12
5.4 Mobilization.....	13
5.5 Demobilization.....	13
5.6 Transportation, Food and Accommodation.....	13
5.7 Cooperation on the WORKSITE	14
5.8 Measurements, Records and Reports Delivery	14
5.9 Acquaintance with SERVICES Conditions	15
5.10 Warranty of SERVICES	15
5.11 CONTRACTOR’s Base.....	16
5.12 COMPANY GROUP’s Property and Equipment	16
5.13 SERVICES Time Table - Continuous Operation.....	16
5.14 Operations Program	17
5.15 Documentation.....	17
5.16 Additional Services.....	17
5.17 Rig-Up and Rig-Down.....	17
5.18 Quality Assurance - Quality Plan.....	17
5.19 Adverse Weather Conditions	17
5.20 Interpretation (whenever interpretation is provided by the CONTRACTOR for performance of the SERVICES)	18
5.21 Fishing or Recovery.....	18
5.22 Radioactive sources: Handling and Transportation	18
5.23 Licenses and Permits for Radioactive Sources (Whenever radioactive sources are provided by the CONTRACTOR for the performance of the SERVICES).....	19
5.24 Explosives (Whenever explosives are provided by the CONTRACTOR for the performance of the SERVICES)	19
5.25 Local Resources	19
5.26 CONTRACTOR Performance Evaluation.....	19
5.27 Business Continuity Plan	20
Article 6 – CONTRACTOR EQUIPMENT.....	20
6.1 Rights and Powers to use CONTRACTOR EQUIPMENT	20
6.2 Standards and Maintenance of CONTRACTOR EQUIPMENT	20
6.3 Maximum Capacity.....	21
Article 7 – CONTRACTOR PERSONNEL	21
7.1 CONTRACTOR’s Responsibilities	21
7.2 Replacement of CONTRACTOR PERSONNEL	21
7.3 Reduction of CONTRACTOR PERSONNEL.....	22
7.4 Labor Relations.....	22
Article 8 – Safety, Security, Health and Environment.....	22
8.1 General.....	22

8.2 Compliance with APPLICABLE LAWS relating to Safety and Environment.....	23
8.3 CONTRACTOR's Safety Organization.....	23
8.4 CONTRACTOR PERSONNEL's Safety Awareness and Training	23
8.5 Safety Training.....	24
8.6 Handover of Safety Information	24
8.7 Protective Clothing and Equipment	24
8.8 Packing and Cargo Handling	24
8.9 Safety Register	24
8.10 Medical Services and First Aid Facilities	24
8.11 Hazardous or Toxic Materials.....	25
8.12 Housekeeping.....	25
8.13 Cleaning-up of the WORKSITE	25
8.14 Signaling of Works in Progress	25
8.15 Accident, Near Miss and Dangerous Occurrence Reports.....	26
8.16 Health - Medical Examination	26
8.17 Environmental Protection	26
8.18 COMPANY's Alcohol and Drug Policies	26
8.19 Security	27
Article 9 – Inspections and Commissioning	27
Article 10 – Financial Conditions.....	27
10.1 CONTRACT Price.....	27
10.2 Lump-Sum Fees	28
10.3 Rates.....	28
10.4 Reduction/Increase of CONTRACTOR PERSONNEL	29
10.5 Additional Service Charges	29
10.6 Bank Guarantee.....	30
10.7 Liquidated Damages	30
10.8 Rates Conflict.....	31
Article 11 – Taxes	31
11.1 Responsibility of CONTRACTOR	31
11.2 Statutory Deductions.....	32
Article 12 – Import, Export and Re-export.....	32
Article 13 – Invoicing, Payment and Audit	32
13.1 Issuance of Invoices	33
13.2 Content of Invoices and Billing Procedure	33
13.3 Payment.....	33
13.5 Disputed Invoices.....	35
13.6 Limit of Time for Invoicing	35
13.7 CONTRACTOR's Claims	35
13.8 COMPANY's Right to Audit.....	35
Article 14 – Liability and Indemnity	35
14.1 Liability for Breach of APPLICABLE LAWS	35
14.2 Personal Injury	35
14.3 Property Damage	36
14.4 CONSEQUENTIAL LOSS.....	36
14.5 Pollution	37
14.6 Wells and Reservoirs	37
14.7 Liability for Interpretation of Data (whenever interpretation of data by a member of the CONTRACTOR GROUP forms part of the SERVICES)	37
14.8 Contamination from Radioactive Sources (whenever radioactive sources are provided by any member of the CONTRACTOR GROUP for the performance of the SERVICES.)	38
14.9 INTELLECTUAL PROPERTY	38
14.10 GROSS NEGLIGENCE.....	38
14.11 Holding Harmless	38
14.12 Waivers of Recourse and Indemnities.....	39
14.13 Labor Claims	39
14.14 Liability for Standby Payment.....	39
Article 15 – Insurance	39

Article 16 – Suspension of the Performance of the SERVICES and/or Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) attributable to CONTRACTOR’s Default

16.1 Suspension of the Performance of the SERVICES attributable to CONTRACTOR’s Default	41
16.2 Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) attributable to CONTRACTOR’s Default	42
Article 17 – Suspension of the Performance of the SERVICES and/or Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) at COMPANY’s Convenience	44
Article 18 – FORCE MAJEURE	45
Article 19 – Ownership and INTELLECTUAL PROPERTY	46
Article 20 – Confidentiality	46
Article 21 – Subcontracting, Assignment and Novation	47
21.1 Subcontracting	47
21.2 Assignment	48
21.3 Novation	48
Article 22 – NOTICE	48
Article 23 – Business Ethics and Human Rights	49
23.1 Business Ethics	49
23.2 Human Rights	49
23.3 Audit and Investigation	49
Article 24 – Governing Law and Dispute Resolution	50
24.1 Governing Law	50
24.2 Dispute Resolution	50
Article 25 - Personal Data Protection	50
Article 26 – Miscellaneous Provisions	51
26.1 Entire Agreement	51
26.2 Obligations of the PARTIES	51
26.3 Waiver	52
26.4 Severability	52
26.5 General Provision relating to Indemnities	52
26.6 Amendments	52
26.7 Survival	52
Annex 1 Mutual Indemnity and Waiver of Recourse Agreements	54
Annex 2 Form of Bank Guarantee	59
Annex 3 Form of SERVICE RELEASE ORDER (SRO)	62
Exhibit A Scope of the SERVICES	64
Exhibit B Commercial Terms	103
Exhibit C CONTRACTOR PERSONNEL	119
Exhibit D CONTRACTOR EQUIPMENT	138
Exhibit E CONTRACTOR’s Documentations	140
Exhibit F COMPANY’s Rules and Regulations	142
Exhibit G Data Processing Requirements	144
Exhibit H Data Transfer Requirements	145

This **CONTRACT** is made and entered into this day of 20.....,

between

PTTEP ENERGY DEVELOPMENT COMPANY LIMITED (hereinafter referred to as “**PTTEP ED**”), a company organized and existing under the laws of Thailand, having its registered office at 555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as an “Operator” for Block G2/61; and

PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED (hereinafter referred to as “**PTTEP**”), a company organized and existing under the laws of Thailand, having its registered office at 555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as an “Operator” for and on behalf of Arthit Consortium, presently composed of the following CO-VENTURERS:

	Shares of interest
- PTT Exploration and Production Public Company Limited	80%
- Chevron Thailand Exploration and Production Limited	16%
- MOECO Thailand Company Limited	4%

Each CO-VENTURER being liable to the CONTRACTOR, severally and only to the extent of its interest in this Consortium, for operations carried on the “Arthit Concession”, and

PTTEP INTERNATIONAL LIMITED (hereinafter referred to as “**PTTEPI**”), a company organized and existing under the laws of Thailand having its registered office at 555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand, acting as “Operator” for and on behalf of the Consortiums as shown below:

(a) G8/50 Consortium, presently composed of the following CO-VENTURERS:

	Shares of interest
- PTTEP International Limited	80%
- Chevron Petroleum (Thailand) Limited	16%
- Siam MOECO Limited	4%

Each CO-VENTURER being liable to the CONTRACTOR, severally and only to the extent of its interest in this Consortium, for operations carried on the “G8/50 Concession”, and

(b) G12/48 Consortium, presently composed of the following CO-VENTURERS:

	Shares of Interest
- PTTEP International Limited	66.6667%
- Total E&P Thailand	33.3333%

Each CO-VENTURER being liable to the CONTRACTOR, severally and only to the extent of its interest in this Consortium, for operations carried on the “G12/48 Concession”;

PTTEP ED, PTTEP, and PTTEPI shall be herein after sometimes referred to, individually and collectively as the “**COMPANY**”,

of the one part,

and

..... (hereinafter referred to as the “**CONTRACTOR**”), a company organized and existing under the laws of, having his registered office at

of the other part.

Witnesseth

WHEREAS, the COMPANY in support of its hydrocarbon activities, desires to have the SERVICES performed under the terms and conditions of this CONTRACT; and

WHEREAS, the CONTRACTOR represents that he possesses the necessary know-how, experience, capability and availability and has qualified and experienced PERSONNEL with sufficient facilities, premises and equipment and is properly financed to perform the SERVICES and is willing to do so on the terms and conditions set out hereinafter.

NOW, THEREFORE, the PARTIES agree as follows:

Article 1 – Object of the CONTRACT

The COMPANY hereby entrusts the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the Provision of Offshore Plug and Abandonment Services Phase 2 for G2/61 Other Assets (Call-off) as more particularly described in Exhibit A, under the terms and conditions of the CONTRACT.

Article 2 – Definitions and Interpretation

2.1 Definitions

In the CONTRACT, the following expressions have the following meanings except where the context otherwise requires:

ACTUAL COMMENCEMENT DATE means the date(s) when the CONTRACTOR has actually mobilized, on the MOBILIZATION POINT, the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT necessary for the performance of the SERVICES in accordance with the requirements of the CONTRACT and/or SERVICE RELEASE ORDER (SRO), including the acknowledgement of customs clearance of the CONTRACTOR EQUIPMENT, its conformity with the relevant APPLICABLE LAWS and the approval by the COMPANY of the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT verified through commissioning tests and/or fully rigged up and ready to perform the SERVICES.

ACTUAL COMPLETION DATE means the actual date(s) when the performance of the SERVICES has been completed in conformity with the CONTRACT as verified by the COMPANY REPRESENTATIVE and the CONTRACTOR has actually demobilized the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT from the DEMOBILIZATION POINT.

AFFILIATE in relation to any person means any entity which controls, is controlled by, or is under common control with, such person. For the purpose of this definition, “control” means the power to dictate and conduct the policy of any such person or, when such person is a company, the power to dictate and conduct the policy of such company through the direct or indirect control of more than fifty percent (50%) of the shares or voting rights in such company. Notwithstanding the foregoing, PTT Public Company Limited is not considered as an AFFILIATE of the COMPANY.

AGREEMENT means the present document comprising its recital and articles 1 to 26 hereof.

APPLICABLE LAWS means all and any statutes, decrees, ordinances, rules, regulations, by-laws, notices, circulars, guidelines, specifications, codes, orders, directions, other laws and conventions in effect from time to time, and any amendments or re-enactments thereto of any government (or any subdivision thereof), any federal, state, provincial, or local government authority, any part thereof, and any department, authority, instrumentality, agency, bureau, judicial body or tribunal, having jurisdiction over the PARTIES, the performance of the CONTRACT and/or the WORKSITE, and which have the force of law.

BREAKDOWN means any period during which the performance of the SERVICES, as indicated in this CONTRACT, is prevented due to act or omission of any member of the CONTRACTOR GROUP, or due to any maintenance including possible inspections and modifications to comply with the APPLICABLE LAWS, or due to failure of the CONTRACTOR EQUIPMENT, or due to LOCAL STRIKES.

CLAIM(S) means any claim, demand, cause of action, proceedings, judgement, award (including reasonable legal fees, costs and expenses and reasonable sums paid by way of settlement or compromise) liability, loss, expense, penalty, fine, and damages, whether created by law, contract, tort or otherwise, arising from, relating to or in connection with the performance, mis-performance or non-performance of the CONTRACT.

COMMENCEMENT DATE means the scheduled date(s) as specified in Exhibit A and/or SERVICE RELEASE ORDER (SRO) when the CONTRACTOR is requested to mobilize on the MOBILIZATION POINT, the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT in accordance with the requirements of the CONTRACT and/or SERVICE RELEASE ORDER (SRO).

COMPANY GROUP means the COMPANY, its AFFILIATES, any COMPANY OTHER CONTRACTORS, CO-VENTURERS, their respective AFFILIATES and each of their PERSONNEL.

COMPANY OTHER CONTRACTORS means

- (a) any person (other than a member of the CONTRACTOR GROUP) that is a party to a contract with the COMPANY and which is in any way connected to, or in proximity with, the CONTRACTOR's performance of the CONTRACT; and
- (b) that person's subcontractors at any tier.

COMPANY REPRESENTATIVE is defined in sub-article 4.1.1.

COMPLETION DATE means the scheduled date(s) as specified in Exhibit A and/or SERVICE RELEASE ORDER (SRO) when the performance of the SERVICES is to be completed in conformity with the CONTRACT and/or SERVICE RELEASE ORDER (SRO), and the CONTRACTOR is to demobilize the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT from the DEMOBILIZATION POINT. Such date(s) may be modified by the COMPANY in accordance with the performance of the SERVICES.

CONFIDENTIAL INFORMATION means any information and documents (in any form and of whatever nature) obtained under, or relating in any way to, the CONTRACT and/or SERVICE RELEASE ORDER (SRO), the affairs of the COMPANY, including all information and data obtained by the CONTRACTOR from the COMPANY GROUP or otherwise in the performance of the SERVICES.

CONSEQUENTIAL LOSS means any indirect, incidental or consequential loss or damage resulting from, or arising out of, the performance or non-performance of the CONTRACT, including loss of profit, loss of use, loss of revenue, loss of anticipated profit, loss of production or business interruption.

CONTRACT means this signed AGREEMENT together with the following Annexes and Exhibits, which are attached hereto and made part hereof, and any future amendments thereto.

Annex 1	-	Mutual Indemnity and Waiver of Recourse Agreements
Annex 2	-	Form of Bank Guarantee
Annex 3	-	Form of SERVICE RELEASE ORDER (SRO)
Exhibit A	-	Scope of the SERVICES
Exhibit B	-	Commercial Terms
Exhibit C	-	CONTRACTOR PERSONNEL
Exhibit D	-	CONTRACTOR EQUIPMENT
Exhibit E	-	CONTRACTOR's Documentation
Exhibit F	-	COMPANY's Rules and Regulations
Exhibit G	-	Data Processing Requirements
Exhibit H	-	Data Transfer Requirements

CONTRACTOR EQUIPMENT means any and all equipment and materials complete with spare parts, tools, ancillary equipment and consumables (including those as detailed in Exhibit A and/or Exhibit D and including all related documentation and certification), whether owned, leased or otherwise provided by any member of the CONTRACTOR GROUP and deemed sufficient by the CONTRACTOR for properly performing the SERVICES in accordance with the requirements of the CONTRACT and/or SERVICE RELEASE ORDER (SRO).

CONTRACTOR GROUP means the CONTRACTOR, any SUBCONTRACTOR, their respective AFFILIATES and each of their PERSONNEL.

CONTRACTOR PERSONNEL means any person employed or engaged by the CONTRACTOR or any SUBCONTRACTOR or any of their AFFILIATES for any purpose connected with the performance of the CONTRACT.

CONTRACTOR REPRESENTATIVE is defined in sub-article 4.2.1.

CO-VENTURER means any person with whom the COMPANY has entered into a joint operating agreement or any other similar form of contract in respect of which the CONTRACT is being performed.

DATA CONTROLLER shall have the meaning as defined in the DATA PROTECTION LAWS.

DATA PROCESSOR shall have the meaning as defined in the DATA PROTECTION LAWS.

DATA PROTECTION LAWS is defined in article 25.

DATA PROTECTION OFFICER shall have the meaning as defined in the DATA PROTECTION LAWS.

DATA SUBJECT(S) shall have the meaning as defined in the DATA PROTECTION LAWS.

DEMOBILIZATION POINT means location(s) defined as such in Exhibit A where the CONTRACTOR shall demobilize the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT from.

EFFECTIVE DATE is defined in sub-article 3.1.

ESTIMATED CONTRACT VALUE means the estimate of the CONTRACT value as specified in Exhibit B.

FORCE MAJEURE means any event which causes or contributes to a PARTY's failure to fulfil any of its/his obligations under the CONTRACT, provided the event is beyond the reasonable control of the PARTY, is not attributable to their fault or negligence and could not have been foreseen or prevented by them exercising reasonable diligence, including government or authority

orders that perniciously impact the COMPANY's operation and/or procurement functions, but shall not include:

- (a) a strike or any labor disruption affecting the performance of the CONTRACT by CONTRACTOR PERSONNEL;
- (b) breakdown of any CONTRACTOR EQUIPMENT of whatever nature unless caused by FORCE MAJEURE event;
- (c) a contractual commitment between the CONTRACTOR and a third party;
- (d) an act or omission of any member of the CONTRACTOR GROUP; or
- (e) any financial distress on the part of the CONTRACTOR, or any member of the CONTRACTOR GROUP.

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

GROSS NEGLIGENCE for the purpose of this CONTRACT and notwithstanding the APPLICABLE LAWS means such acts, wanton, reckless conduct, carelessness or omission as constitutes in effect an utter disregard for their harmful, foreseeable and avoidable consequences. The GROSS NEGLIGENCE is deemed to include willful misconduct which means an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other PARTY.

INTELLECTUAL PROPERTY means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

LOCAL STRIKES means strikes, lockouts or labor disputes limited to CONTRACTOR PERSONNEL or originated within CONTRACTOR PERSONNEL before any extension to other companies.

MOBILIZATION POINT means location(s) defined as such in Exhibit A where the CONTRACTOR shall mobilize the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT to.

NOTICE is defined in sub-article 22.1.

OPERATIONAL PERIOD means the period(s) between the ACTUAL COMMENCEMENT DATE and either the ACTUAL COMPLETION DATE or the date on which this CONTRACT has been terminated pursuant to articles 16, 17 or 18, whichever occurs first.

PARTIES means the COMPANY and the CONTRACTOR.

PARTY means the COMPANY or the CONTRACTOR.

PERSONAL DATA shall have the meaning as defined in the DATA PROTECTION LAWS.

PERSONNEL means officers, directors, agents, employees, consultants, servants, representatives, licensees and invitees.

PROCESS means any operation or set of operations which is performed upon PERSONAL DATA, whether or not by automatic means, such as the collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, cross-border transfer, alignment or combination, blocking, erasure, or destruction of the PERSONAL DATA. The term "**PROCESSING**" shall be construed accordingly.

SERVICE RELEASE ORDER (SRO) means a written request by the COMPANY indicating that the CONTRACTOR shall commence the SERVICES on call-off basis under the terms and conditions of this CONTRACT. The format of SERVICE RELEASE ORDER (SRO) is attached in Annex 3.

SERVICES means any works or services that the CONTRACTOR will provide to the COMPANY as specified in the CONTRACT, the SERVICE RELEASE ORDER (SRO) and all other obligations imposed on the CONTRACTOR under the CONTRACT, including the provision of the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT.

The SERVICES shall be performed by the CONTRACTOR on an “as and when required” basis under the terms and conditions of this CONTRACT for the period or periods and locations as specified in Exhibit A and/or each SERVICE RELEASE ORDER (SRO). It is being understood that no quantity, location, amount, value or period of the service shall be guaranteed by the COMPANY and the CONTRACTOR shall be ready to perform the SERVICES whenever required by the COMPANY.

SPECIFICATIONS means all and any specifications listed or referred to in the CONTRACT including codes and standards and any modifications to such SPECIFICATIONS made in accordance with this CONTRACT, which are to be complied with by the CONTRACTOR for the performance of the SERVICES.

STANDBY means any period of time during which the performance of the SERVICES is partly or totally prevented due to the COMPANY or to adverse weather conditions as further described in sub-article 5.19. The STANDBY shall not include any circumstances of the BREAKDOWN.

SUBCONTRACTOR means any person that the CONTRACTOR has engaged to perform any part of the CONTRACT on behalf of the CONTRACTOR and its subcontractor of any tier.

THIRD PARTY means a person other than a member of either the COMPANY GROUP or the CONTRACTOR GROUP.

VAT is defined in sub-article 11.1.1.

WORKSITE means any area, site or location where the CONTRACTOR shall perform all or part of the SERVICES.

2.2 Interpretation

2.2.1 In the CONTRACT, headings shall be for convenience only and do not affect interpretation.

2.2.2 No rule of construction applies to the disadvantage of a PARTY because that PARTY was responsible for the preparation of, or seeks to rely on, this CONTRACT or any part of it.

2.2.3 This CONTRACT has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this CONTRACT.

2.2.4 In order to prevent any misunderstanding, the terms “he”, “him” and “his” shall be used in relation to the CONTRACTOR, whereas the terms “it” and “its” shall be used in relation to the COMPANY.

2.2.5 Unless the contrary intention appears, a reference in the CONTRACT to:

- (a) a document includes any variation, amendment or replacement of it and any annexure, schedule or exhibit attached to it or incorporated into it by reference;
- (b) an article or sub-article is a reference to an article or sub-article of the AGREEMENT;

- (c) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government and each of their successors and permitted assigns;
- (d) words in the singular include the plural and vice versa;
- (e) “days” or “months” means “consecutive calendar days” or “consecutive calendar months”, it being understood that all dates and time periods referred to in the CONTRACT relate to Gregorian calendar;
- (f) “require”, “request”, “submit”, “answer”, “notify”, “instruct”, “state”, “inform”, “agree”, “approve”, “advise” and the like shall be deemed to be completed by the expression “in writing”;
- (g) the words “include”, “including”, “included”, “for example”, “such as” and the like shall be deemed to be completed by the expression “but not limited to”; and
- (h) any particular law, statute, order, decree, rule or regulation of any government authority includes any consolidation, re-enactment, amendment or replacement of it for the time being in force.

2.2.6 For the purposes of interpretation, should there be any conflict, discrepancy, inconsistency or ambiguity between any of the documents forming the CONTRACT, and unless expressly provided otherwise, priority shall be given in the order of precedence in which documents appear, i.e. the articles of the AGREEMENT take precedence over the rest of documents forming the CONTRACT, followed by the Annexes thereto and then the Exhibits. The priority of the Annexes and the Exhibits shall be construed in the order of precedence set out in the definition of the CONTRACT.

Article 3 – EFFECTIVE DATE and Duration

3.1 EFFECTIVE DATE

Notwithstanding the date of signature hereof, the CONTRACT shall come into force and effect on **1st May 2025 (tentative date only)**, which shall be the EFFECTIVE DATE.

3.2 CONTRACT Duration

The CONTRACT shall continue in force from the EFFECTIVE DATE until and include **31st December 2030 (tentative date only)** or until all obligations hereunder of the PARTIES have been fulfilled in accordance with the CONTRACT requirements, unless the CONTRACT is earlier terminated by a PARTY in accordance with its terms.

3.3 Right to Extend

3.3.1 The COMPANY shall be entitled to extend the OPERATIONAL PERIOD for one or more periods up to a total extended period of twelve **(12) months**. The right to extend shall be subject to a written notice given by the COMPANY to the CONTRACTOR not less than fifteen (15) days before the end of the OPERATIONAL PERIOD.

3.3.2 During the EXTENDED OPERATIONAL PERIOD, the terms and conditions of this CONTRACT shall apply. The rates under this CONTRACT will apply for the **first three (3) months** of EXTENDED OPERATIONAL PERIOD, after that the rates will be mutually agreed by the PARTIES.

3.3.3 However, the CONTRACTOR accepts that the CONTRACT duration or any extension thereafter, if any, shall always be extended to complete the performance of the SERVICES in progress until such SERVICES are completed in full in accordance with the CONTRACT’s requirements.

Article 4 – COMPANY REPRESENTATIVE and CONTRACTOR REPRESENTATIVE

4.1 COMPANY REPRESENTATIVE

- 4.1.1 The COMPANY may, by notice to the CONTRACTOR, appoint a person (hereinafter referred to as “**COMPANY REPRESENTATIVE**”) that may exercise or perform the COMPANY’s functions, discretions, powers or rights under the CONTRACT, except for the amendment of any provisions of the CONTRACT. The COMPANY may replace the COMPANY REPRESENTATIVE at any time.
- 4.1.2 The COMPANY REPRESENTATIVE shall have the right to delegate specific tasks to one or more persons designated by it and belonging either to the COMPANY or to other entities, including certifying or inspecting agencies.

4.2 CONTRACTOR REPRESENTATIVE

- 4.2.1 Prior to the commencement of the SERVICES, the CONTRACTOR shall, by notice to the COMPANY, appoint at least one experienced and competent representative to supervise the performance of the CONTRACT (hereinafter referred to as “**CONTRACTOR REPRESENTATIVE**”).
- 4.2.2 The CONTRACTOR REPRESENTATIVE shall exercise or perform any rights or obligations of the CONTRACTOR under the CONTRACT, except for the amendment of any provisions of the CONTRACT.
- 4.2.3 Matters within the knowledge of the CONTRACTOR REPRESENTATIVE shall be deemed to be within the knowledge of the CONTRACTOR.
- 4.2.4 The COMPANY may direct the CONTRACTOR at any time, and for any reason, to remove the CONTRACTOR REPRESENTATIVE. The CONTRACTOR shall, at his own cost, comply with that direction and nominate a replacement as soon as possible for the COMPANY’s approval, which approval shall not be unreasonably withheld or delayed.

Article 5 – Performance of the CONTRACT

5.1 Independent Contractor

- 5.1.1 The CONTRACTOR warrants and represents that he possesses the necessary know-how, he is fully experienced and technically competent to perform the SERVICES and that he is properly financed, organized and equipped to perform such SERVICES.
- 5.1.2 The CONTRACTOR shall conduct his operations in a lawful manner and shall exercise all care and diligence to prevent any actions or conditions which could result in a conflict with COMPANY’s best interests.
- 5.1.3 Notwithstanding any provisions in the CONTRACT, the CONTRACTOR is an independent contractor with respect to the CONTRACT and shall exercise independent control, management and supervision in the performance of the CONTRACT. The CONTRACTOR is not the COMPANY’s agent or partner.
- 5.1.4 Nothing in the CONTRACT implies, directly or indirectly, that any of the CONTRACTOR PERSONNEL are agents, servants or employees of the COMPANY. All of the CONTRACTOR’s responsibilities under the CONTRACT and SERVICE RELEASE ORDER (SRO), including those concerning the CONTRACTOR PERSONNEL, shall be undertaken in the name of the CONTRACTOR and not in the name of the COMPANY.
- 5.1.5 The CONTRACTOR shall be responsible for all costs and expenses resulting from his independent status including salaries, bonuses, insurances, taxes and social welfare contributions of any kind related to the CONTRACTOR PERSONNEL.

5.2 Compliance with the APPLICABLE LAWS

- 5.2.1 The CONTRACTOR shall be responsible for obtaining and maintaining, at his sole cost, in compliance with all APPLICABLE LAWS, all GOVERNMENT authorizations necessary for the performance of the SERVICES, for the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT including all visas, residence permits, work permits, clearance certificate, all applicable licenses, approval and permits. The COMPANY may provide assistance, but not be obliged to the CONTRACTOR in obtaining such authorizations but the CONTRACTOR shall be responsible to inform the COMPANY with sufficient time in advance of such requirement and shall remain solely liable for the delay or failure in obtaining such authorizations.
- 5.2.2 The CONTRACTOR shall in all respects observe, be bound and comply with all APPLICABLE LAWS with respect to performance of the CONTRACT, his operations, the CONTRACTOR PERSONNEL, the CONTRACTOR EQUIPMENT and/or property employed by him hereunder. The CONTRACTOR shall also ensure that SUBCONTRACTOR and the CONTRACTOR PERSONNEL shall comply with all APPLICABLE LAWS.
- 5.2.3 In the case of the COMPANY being considered a government agency under applicable laws, it has therefore obligated to comply with certain laws including but not limited to the anti-corruption laws of Thailand, the CONTRACTOR where applicable shall comply with all applicable laws. It is the sole responsibility of the CONTRACTOR to familiarize himself and fully comply with the laws.

5.3 CONTRACTOR's General Obligations

- 5.3.1 The CONTRACTOR shall perform the SERVICES in accordance with the requirements of the CONTRACT, with COMPANY's instructions and operations program, with good oil and gas field and engineering practices, in a good, safe and workmanlike manner, consistently with his status as an independent contractor, all with due diligence and care.
- 5.3.2 The CONTRACTOR shall perform the SERVICES in a timely manner, without unnecessary delays or interruptions, with the degree of skill and care appropriate to a highly skilled contractor competent and experienced in work and projects of the same nature of the SERVICES.
- 5.3.3 The CONTRACTOR shall provide all CONTRACTOR PERSONNEL, CONTRACTOR EQUIPMENT and any other items necessary to perform the SERVICES.
- 5.3.4 The CONTRACTOR shall ensure that the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT shall be available for the continuous performance of the SERVICES, including during weekends and public holidays.
- 5.3.5 The CONTRACTOR shall comply with, and ensure that the CONTRACTOR PERSONNEL comply with, any lawful and reasonable direction or instruction given by the COMPANY in respect of the SERVICES (including complying with relevant COMPANY's rules and regulations).
- 5.3.6 The CONTRACTOR shall remain solely responsible for complying with all his obligations and shall not be relieved from any of his obligations or liabilities under the CONTRACT, notwithstanding any action(s) and/or omission(s) of the COMPANY such as:
- (a) any approval, acceptance, acknowledgement, or issuance of any certificate by the COMPANY and/or any inspecting entity;
 - (b) any comment whatsoever or absence of comment by the COMPANY;
 - (c) the presence or absence of any COMPANY REPRESENTATIVE during the performance of any operation such as tests or inspections; and/or

- (d) any payment made by the COMPANY.

5.4 Mobilization

The CONTRACTOR shall mobilize the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT for the commencement of the SERVICES to the MOBILIZATION POINT by the COMMENCEMENT DATE or otherwise as required by the CONTRACT or each SERVICE RELEASE ORDER (SRO). The CONTRACTOR represents and warrants that the CONTRACTOR PERSONNEL and CONTRACTOR EQUIPMENT shall be mobilized free from any other contractual obligations and/or liens, charges or encumbrances of whatever kind, for the whole duration of the OPERATIONAL PERIOD.

5.5 Demobilization

5.5.1 The CONTRACTOR shall demobilize the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT from the DEMOBILIZATION POINT after the SERVICES have been completed in accordance with the requirements of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) or termination in accordance with articles 16, 17 or 18, whichever occurs first.

5.5.2 In the event that the CONTRACTOR fails to demobilize the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL from the DEMOBILIZATION POINT within the period as specified by the COMPANY or as required under the CONTRACT and/or SERVICE RELEASE ORDER (SRO), the COMPANY shall be entitled to demobilize such CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL from the DEMOBILIZATION POINT to any reasonable locations decided by the COMPANY at the CONTRACTOR's risks, costs and expenses.

5.6 Transportation, Food and Accommodation

5.6.1 Transportation

- (a) Without prejudice to mobilization/demobilization fees set out in Exhibit B, the CONTRACTOR shall make all the necessary arrangements and shall bear all the costs and expenses for the transportation of the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL between their points of origin and the MOBILIZATION POINT and between the DEMOBILIZATION POINT and their points of origin or any other locations decided by the CONTRACTOR.
- (b) Without prejudice to mobilization/demobilization fees set out in Exhibit B, the COMPANY shall provide the transportation of the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL between the MOBILIZATION POINT and the WORKSITE and between the WORKSITE and the DEMOBILIZATION POINT. In a case where a booked helicopter flight is cancelled by the CONTRACTOR or the CONTRACTOR PERSONNEL does not show up and/or is not qualified to be on board for a booked helicopter flight for whatsoever reasons, the CONTRACTOR shall be liable for the applicable tariff rate as set out in the COMPANY's Instruction for Transportation of CONTRACTOR PERSONNEL, unless the booked helicopter flight is cancelled in accordance with such COMPANY's instruction.
- (c) When provided by the COMPANY, means and types of transport shall be at the discretion of the COMPANY and the CONTRACTOR shall comply with the COMPANY's instruction regarding the transportation of the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL. The COMPANY shall not be liable at all with respect to its involvement in the transportation of the CONTRACTOR PERSONNEL and any part of the CONTRACTOR EQUIPMENT.

The role of the COMPANY shall be limited to the procurement of the relevant transport/ handling services from recognized carriers only.

5.6.2 Food and Accommodation

Unless otherwise specified in Exhibits, the COMPANY shall only provide food and accommodation for the CONTRACTOR PERSONNEL on the offshore WORKSITE.

5.7 Cooperation on the WORKSITE

The CONTRACTOR shall:

- (a) cooperate, coordinate and consult with the COMPANY and all other persons working at the WORKSITE so that the COMPANY's operations and the SERVICES may be carried out in the safest and most efficient way; and
- (b) take all measures to avoid or minimize inconvenience to other persons involved in the COMPANY's operations.

5.8 Measurements, Records and Reports Delivery

- 5.8.1 The CONTRACTOR shall be able, at all times during the performance of the SERVICES, to control, monitor, measure, record and report all the data or parameters in conformity with operations program, the COMPANY's SPECIFICATIONS and instructions and requirements of the CONTRACT, for the SERVICES performed and, in particular, measurement of all tools run in the well.

The CONTRACTOR shall establish, maintain and keep available at the end of each well a complete report of such measurements.

All measurements shall be in the metric system unless otherwise agreed by the COMPANY. Reference for all depth measurements shall be the drill floor level or tubing head top flange.

- 5.8.2 The CONTRACTOR shall provide, install and undertake the maintenance of all recording devices he operates under the CONTRACT such as various sensors, gauges, records, video screen displays logs and alarms. For measurement purpose, the CONTRACTOR shall use properly and regularly calibrated instruments and recording devices. Sensors and gauges shall be annually inspected, calibrated and certified.

All data or parameters recorded and related to the well and/or to the environment conditions (such as weather, sea conditions) must allow the COMPANY to verify that the performance of the SERVICES has been satisfactorily carried out and to have a clear understanding of the well and/or the environment behavior.

The CONTRACTOR shall record all data or parameters related to the well and/or to the environment conditions and/or to the performance of the CONTRACT on appropriate supports acceptable to the COMPANY and shall ensure at all times that such data or parameters are readable and retrievable.

- 5.8.3 The CONTRACTOR shall report to the COMPANY any information in relation with the performance of the SERVICES, including status of the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL and progress/operation log of events, under CONTRACTOR's forms or COMPANY's forms when and as provided by COMPANY.

All records of any type (such as paper points or plots, magnetic tapes or diskettes or optical supports) shall be handed over to the COMPANY REPRESENTATIVE daily or upon request. They shall be properly commented with all the relevant remarks issued by the CONTRACTOR REPRESENTATIVE.

5.8.4 Throughout the performance of the SERVICES, the CONTRACTOR shall use his best efforts to deliver readable and accurate data for COMPANY's examination, approval and use. Furthermore, the CONTRACTOR shall be responsible for recording on an appropriate support the data for their transmission from the WORKSITE to the COMPANY's and/or the CONTRACTOR's offices.

5.8.5 The CONTRACTOR shall furnish, free of charge and in a format acceptable to the COMPANY, four (4) copies of the final well report within fifteen (15) days after the end of the SERVICES of said well. Upon the ACTUAL COMPLETION DATE for the SERVICES or termination of the CONTRACT, all and any records or documents such as forms, job tickets, reports, charts, related to the performance of the SERVICES shall be delivered to the COMPANY.

5.9 Acquaintance with SERVICES Conditions

5.9.1 The CONTRACTOR represents and warrants that he is acquainted with the nature and scope of the SERVICES required by the CONTRACT and with all matters that may affect the performance of the CONTRACT, including:

- (a) the COMPANY's safety, security, health and environment requirements;
- (b) the other persons that will, or may be, present at the WORKSITE, the scope of their various activities and the planned or potential interface with the CONTRACTOR's performance of the SERVICES;
- (c) the geographic, climatic and cultural conditions prevailing at the WORKSITE; and
- (d) the APPLICABLE LAWS.

5.9.2 The CONTRACTOR's failure to familiarize himself with all matters that may affect the performance of the CONTRACT shall not relieve the CONTRACTOR of any obligations or liabilities under the CONTRACT.

5.10 Warranty of SERVICES

5.10.1 The CONTRACTOR represents and warrants that the SERVICES shall be:

- (a) free from defects in performance or material; and
- (b) performed in accordance with the CONTRACT and/or SERVICE RELEASE ORDER (SRO).

5.10.2 In this sub-article 5.10, the "WARRANTY PERIOD" in respect of the SERVICES means the period commencing on the date of acceptance of the SERVICES by the COMPANY and continuing for the duration period specified in Exhibit A or, if no such period is specified, the duration period ceasing twelve (12) months after the date of acceptance of the SERVICES by the COMPANY.

5.10.3 If, within the WARRANTY PERIOD, a warranty given by the CONTRACTOR under the CONTRACT is breached, a defect appears in the SERVICES or the SERVICES fail to meet the requirements of the CONTRACT, the COMPANY may direct the CONTRACTOR to rectify or remedy the breach or defect within a reasonable time, which direction may involve repairing, re-performing or replacing the SERVICES, at CONTRACTOR's cost. If the CONTRACTOR does not commence or complete to so rectify or remedy by the directed times, the COMPANY may have the rectification or remedial action carried out by third parties and charge the CONTRACTOR for the costs thereof, but without prejudice to any other rights and remedies the COMPANY may have under the CONTRACT or at law.

5.10.4 In the event of any repair, re-performing or replacement as aforesaid, the WARRANTY PERIOD shall extend to such repaired, re-performed or replaced SERVICES for a new

period of same duration as initially stipulated, from the date of acceptance of same by the COMPANY.

5.11 CONTRACTOR's Base

During the OPERATIONAL PERIOD, CONTRACTOR's base shall be located at the place specified in Exhibit A. In the event of change of the location of any CONTRACTOR's base during the OPERATIONAL PERIOD including subsequent extension periods, the new location(s) shall be formally notified to the COMPANY. Such change shall be done only after the prior written consent of the COMPANY has been received, such consent not to be unreasonably withheld or delayed.

5.12 COMPANY GROUP's Property and Equipment

5.12.1 The CONTRACTOR shall exercise his best endeavors to protect COMPANY GROUP's property and equipment on the WORKSITE.

5.12.2 The COMPANY reserves the right to provide COMPANY GROUP's property and equipment on the WORKSITE for the performance of the SERVICES in addition to the CONTRACTOR EQUIPMENT.

5.12.3 The operating of such COMPANY GROUP's property and equipment provided by the COMPANY on the WORKSITE, shall not entitle the CONTRACTOR to extra remuneration.

5.12.4 The CONTRACTOR shall exercise the utmost degree of care of such COMPANY GROUP's property and equipment when under his custody on the WORKSITE, provided that any direct extra expenditure reasonably and irrevocably incurred and documented by the CONTRACTOR in so doing shall be reimbursed by the COMPANY.

5.12.5 The CONTRACTOR shall visually inspect COMPANY GROUP's property and equipment before using same and shall notify the COMPANY in writing of any apparent defects therein. The CONTRACTOR's use of such COMPANY GROUP's property and equipment without notifying the COMPANY of defect before use shall be deemed to be conclusive evidence that such COMPANY GROUP's property and equipment was free from apparent defect.

5.12.6 The CONTRACTOR shall undertake that such COMPANY GROUP's property and equipment shall not be used for any purpose other than the performance of the SERVICES and that it shall be returned to the COMPANY after the completion of the SERVICES in the same condition as when the CONTRACTOR received it (fair wear and tear only excepted).

5.13 SERVICES Timetable - Continuous Operation

5.13.1 The CONTRACTOR PERSONNEL shall work a continuous production system including Sunday and national holidays. Said PERSONNEL shall not be subject to any fixed hours but must at all times be available and ready to satisfy any the SERVICES requirements by the COMPANY either day or night. In any case, the CONTRACTOR PERSONNEL shall have at least six (6) hours of rest in any 24-hour period.

5.13.2 On the WORKSITE, the CONTRACTOR shall:

- (a) perform the SERVICES on a twenty-four (24) hours per day, seven (7) days per week basis;
- (b) implement all means to make the CONTRACTOR EQUIPMENT available, weekends and national holidays included or during the night for urgent cases and in contingency or emergency situations; and

- (c) organize and provide the relief of the CONTRACTOR PERSONNEL in order to ensure the continuous performance of the SERVICES, including during weekends and national holidays.

5.14 Operations Program

5.14.1 Prior to the performance of the SERVICES on a well, the COMPANY shall provide to the CONTRACTOR an intended operations program such as the expected geological formations to be encountered with associated possible drilling difficulties, detailed hole sizes, casing setting depth, mud and cement properties, deviation limits, data acquisition program and any other information estimated suitable for the successful performance of the SERVICES. However, the COMPANY shall be entitled to modify the operations program at any time.

5.14.2 The COMPANY REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE shall review and mutually agree in due time on procedures and/or practices to implement the operations program. In the event the two representatives cannot reach an agreement, on procedures and/or practices, the COMPANY REPRESENTATIVE's decision shall prevail.

5.14.3 Pre-job meetings with all concerned employees shall be initiated and implemented by the CONTRACTOR REPRESENTATIVE for occasional or non-routine operations.

5.15 Documentation

Prior to the ACTUAL COMMENCEMENT DATE, the CONTRACTOR shall provide the COMPANY with necessary documentation referenced in Exhibit E.

5.16 Additional Services

The CONTRACTOR shall provide at COMPANY's request additional CONTRACTOR PERSONNEL, equipment, materials, supplies, tools and/or services as may be required and such provisions will be supplied under the conditions of sub-article 10.5.

5.17 Rig-Up and Rig-Down

5.17.1 The CONTRACTOR shall not start performing the SERVICES until the COMPANY REPRESENTATIVE has certified in writing that positioning of the CONTRACTOR EQUIPMENT has been completed satisfactorily.

5.17.2 The CONTRACTOR shall not start rigging-down the CONTRACTOR EQUIPMENT or demobilizing any part of the CONTRACTOR EQUIPMENT before notification of such by the COMPANY REPRESENTATIVE.

5.18 Quality Assurance - Quality Plan

Prior to the ACTUAL COMMENCEMENT DATE, the CONTRACTOR shall have an established quality assurance system, which shall cover all activities related to the performance of the SERVICES. The CONTRACTOR shall also establish and implement a quality plan. The quality plan shall describe how specific quality requirements are adhered to and implemented in connection with the performance of the SERVICES.

5.19 Adverse Weather Conditions

In the event of adverse weather conditions impeding the normal performance of the SERVICES, the COMPANY REPRESENTATIVE and the CONTRACTOR REPRESENTATIVE on the

WORKSITE shall jointly review the situation whether to institute precautionary measures in order to safeguard PERSONNEL, the environment, the COMPANY GROUP's property and equipment, the CONTRACTOR EQUIPMENT and the THIRD PARTY's property and equipment. The PARTIES shall each ensure that their respective representative will not act unreasonably under the provisions of this sub-article. In the event the two representatives cannot reach an agreement, the COMPANY REPRESENTATIVE's decision shall prevail.

5.20 Interpretation (whenever interpretation is provided by the CONTRACTOR for performance of the SERVICES)

5.20.1 When requested by the COMPANY, the CONTRACTOR shall provide interpretation of logs, tests and/or other data using his best professional knowledge.

5.20.2 The COMPANY acknowledges that any interpretation of logs (whether made directly from optical logs or by data processing or otherwise) or interpretation of tests or other data and any recommendation or reservoir description based upon such interpretations are opinions based upon inferences from measurements and empirical relationships and assumptions.

5.20.3 Without prejudice to article 14.7, the CONTRACTOR does not warrant the accuracy, correctness or completeness of any such interpretation, recommendation or reservoir description.

5.21 Fishing or Recovery (Whenever the CONTRACTOR EQUIPMENT provided by the CONTRACTOR for the performance of the SERVICES is used in a well)

5.21.1 Without prejudice to article 14, if during the performance of the SERVICES, any CONTRACTOR EQUIPMENT (including his radioactive sources) is lost either in a well, at the WORKSITE or while transported or stored under custody of the COMPANY and/or in the event it becomes necessary to fish or to recover any such CONTRACTOR EQUIPMENT, the CONTRACTOR, upon request from the COMPANY, shall provide fishing means, recovery gear, tools, spare parts and associated relevant procedures necessary to recover his own CONTRACTOR EQUIPMENT and shall ensure that suitable fishing tools are continuously available on the WORKSITE for any CONTRACTOR EQUIPMENT to be run by the CONTRACTOR in a well. The CONTRACTOR shall render assistance to the COMPANY to supervise the fishing or recovery operations. Such operations shall be implemented with the prior written consent of the COMPANY. Unless otherwise instructed in writing by the COMPANY REPRESENTATIVE, the CONTRACTOR shall never run any downhole tool in a well unless suitable associated fishing tool is available on the WORKSITE.

5.21.2 In case of emergency, the CONTRACTOR shall without undue delay exert every effort to overcome such difficulties and shall immediately inform the COMPANY.

5.21.3 Any interruption or delay to the operations due to the non-compliance with the above provisions shall be considered as the BREAKDOWN.

5.22 Radioactive sources: Handling and Transportation

Whenever radioactive sources are provided by the CONTRACTOR for the performance of the SERVICES,

- (a) the COMPANY and the CONTRACTOR acknowledge that the utilization of radioactive sources in the performance of the SERVICES is potentially dangerous;
- (b) the CONTRACTOR has developed a "Radioactive Sources Manual", which is referenced in Exhibit E and which shall be made available to the COMPANY upon its request. The CONTRACTOR guarantees that his Radioactive Sources Manual satisfies the industry requirements for the utilization (including storage, transportation, handling and recovery) of such radioactive sources;

- (c) the CONTRACTOR guarantees that the CONTRACTOR PERSONNEL has been trained in the utilization of radioactive sources and has a thorough understanding of the Radioactive Sources Manual;
- (d) the CONTRACTOR guarantees that he shall comply with the provisions of his Radioactive Sources Manual, the APPLICABLE LAWS and the COMPANY's SPECIFICATIONS and/or instructions for the execution of the CONTRACT;
- (e) failure to comply with one or more of the provisions under (b), (c) and (d) above shall entitle the COMPANY to suspend the SERVICES in accordance with sub-article 16.1 or to terminate the CONTRACT in accordance with sub-article 16.2.

5.23 Licenses and Permits for Radioactive Sources (Whenever radioactive sources are provided by the CONTRACTOR for the performance of the SERVICES)

5.23.1 The CONTRACTOR shall, under his name, obtain and maintain throughout the CONTRACT duration all licenses, permits, approvals and other necessary official administrative documentation necessary and required by APPLICABLE LAWS and/or CONTRACT's requirements for import, storage, use and transportation of radioactive sources, in order to carry out the SERVICES and in a timely manner so as not to adversely affect the efficiency of said SERVICES. The CONTRACTOR is obligated to ensure that all SUBCONTRACTOR involving in radioactive sources shall also fully comply with this sub-article.

5.23.2 The cost of licenses and permits for the import, storage, use and transportation of radioactive sources shall be for the CONTRACTOR's account.

5.24 Explosives [Not applicable for this contract]

5.25 Local Resources

In the performance of the SERVICES, to the extent practical and lawful, the CONTRACTOR shall ensure that he and/or his SUBCONTRACTOR use local resources (including labor, materials, equipment and services) that are available in the country where the SERVICES will be performed, provided that prices (including transportation and taxes), qualities and delivery conditions remain competitive.

5.26 CONTRACTOR Performance Evaluation

For the purpose of CONTRACT management, CONTRACTOR performance agreement and yearly plan will be set up as mutually agreed between the COMPANY and the CONTRACTOR to assess the performance of the CONTRACTOR. The COMPANY shall have the right to fix the KPI as it deems reasonable and fair.

The CONTRACTOR performance agreement and yearly plan shall cover but not limited to following issues:

- (a) Safety, Security, Health and Environment ("SSHE") management;
- (b) Quality of work;
- (c) Achievement of work completed within schedule and according to work program;
- (d) Availability and Reliability of Resources e.g. CONTRACTOR EQUIPMENT, manpower, etc.;
- (e) Contractual issues and disputes;
- (f) Quality management system;
- (g) Conformation to other CONTRACT requirements and COMPANY's policy; and
- (h) CONTRACTOR competency.

Failure to meet KPI, the COMPANY shall have the right to suspend the SERVICES without any compensation whatsoever to the CONTRACTOR.

However, the COMPANY may at his option give the CONTRACTOR opportunity to improve or may give trial works to illustrate his improvement.

5.27 Business Continuity Plan

The CONTRACTOR agrees to establish and maintain, at his own costs and expenses, a business continuity plan having at least the criterion as may be specified by the COMPANY to ensure: (i) the CONTRACTOR's ability to prevent and rapidly recover from any performance disruption; and (ii) the CONTRACTOR's continuous performance of the CONTRACT. The business continuity plan shall be made available to the COMPANY upon its request.

The COMPANY may, from time to time, review and/or make comments to the CONTRACTOR's business continuity plan, and such doing or the CONTRACTOR's following COMPANY's comments shall not excuse the CONTRACTOR from any of his obligations or liabilities under the CONTRACT and/or at law.

Article 6 – CONTRACTOR EQUIPMENT

6.1 Rights and Powers to use CONTRACTOR EQUIPMENT

The CONTRACTOR represents and warrants that he has full and lawful rights and powers to use any CONTRACTOR EQUIPMENT for the purpose of this CONTRACT.

6.2 Standards and Maintenance of CONTRACTOR EQUIPMENT

- 6.2.1 To perform the SERVICES, the CONTRACTOR shall provide and mobilize the CONTRACTOR EQUIPMENT fit for the use for which it is intended and shall maintain same at all times, at his sole cost and expense, in good operating condition with appropriate and uninterrupted valid certification and in accordance with the relevant API/ISO Standards, the APPLICABLE LAWS and the CONTRACT's requirements.
- 6.2.2 The CONTRACTOR shall provide the COMPANY with the technical characteristics and whenever requested the operating manuals for the major items of the CONTRACTOR EQUIPMENT, incorporated in Exhibit A and/or Exhibit D.
- 6.2.3 The CONTRACTOR shall mobilize and maintain the CONTRACTOR EQUIPMENT in such condition that it shall always be safe and ready for immediate use.
- 6.2.4 The CONTRACTOR shall be responsible for maintaining an adequate stock level of spare parts at his sole cost and expense for the CONTRACTOR EQUIPMENT and shall maintain the CONTRACTOR EQUIPMENT as per the indication of his Maintenance Manual(s).
- 6.2.5 Tools, pressure vessels, lifting gears (including cranes, derrick, mast, lifting beams, and pulley blocks), machinery and facilities subject to certifying authority approval shall be so approved prior to their use or deployment. All items subject to statutory examination shall be so examined prior to use and accompanied by valid certification available for inspection on request. All electrical CONTRACTOR EQUIPMENT shall be suitable for their area of use. All rotating or moving parts of the CONTRACTOR EQUIPMENT shall be adequately guarded to prevent accidental contact with all PERSONNEL. Unless otherwise approved by the COMPANY in writing, petrol driven CONTRACTOR EQUIPMENT shall not be permitted and all diesel driven CONTRACTOR EQUIPMENT shall be suitable for their area of use and shall be fitted with spark arrestors and shut-off devices.
- 6.2.6 The CONTRACTOR represents and warrants that the CONTRACTOR EQUIPMENT is in good working condition and is not scheduled to undergo any repair, replacement, overhaul or any other intervention which would interrupt the SERVICES herein contracted for during the OPERATIONAL PERIOD.

6.2.7 The CONTRACTOR shall promptly notify the COMPANY of any failure or malfunction of any CONTRACTOR EQUIPMENT liable to affect the performance of the SERVICES and shall proceed with diligence in the rectification thereof.

6.2.8 The CONTRACTOR shall assume responsibility for all and any delays to maintain and to immediately replace or repair any defective CONTRACTOR EQUIPMENT and to supply necessary spare parts and/or consumables therefor.

6.3 Maximum Capacity

The CONTRACTOR undertakes that the CONTRACTOR EQUIPMENT can be used safely to the maximum capacity as rated by the manufacturer and/or accepted by a recognized certification agency acceptable to the COMPANY. Inability of the CONTRACTOR EQUIPMENT to perform at such capacity shall entitle the COMPANY either to continue all or any part of the SERVICES under Reduced Performance Rate as per sub-article 10.3.2(c) or to suspend the performance of the SERVICES in accordance with sub-article 16.1.

Article 7 – CONTRACTOR PERSONNEL

7.1 CONTRACTOR's Responsibilities

7.1.1 The CONTRACTOR shall provide the CONTRACTOR PERSONNEL in sufficient number to ensure performance and completion of the SERVICES in accordance with the CONTRACT and/or SERVICE RELEASE ORDER (SRO).

7.1.2 The CONTRACTOR shall ensure, at his sole cost, that all CONTRACTOR PERSONNEL at all times during the performance of the CONTRACT shall:

- (a) be suitably qualified (and hold all necessary qualifications), fully trained, competent, skilled, experienced for the tasks that they are required to perform;
- (b) medically fit for the tasks that they are required to perform;
- (c) read, write and speak fluent English;
- (d) exercise due skill, care and diligence in performing the CONTRACT;
- (e) not behave in such a way as to prejudice the interests or reputation of the COMPANY GROUP; and
- (f) cooperate with the COMPANY or COMPANY OTHER CONTRACTORS to secure optimal working efficiency.

7.1.3 The CONTRACTOR shall provide the COMPANY with documentary evidence of compliance with sub-articles 7.1.2(a) and 7.1.2(b) upon request.

7.1.4 The CONTRACTOR shall ensure that none of the CONTRACTOR PERSONNEL shall stay on the offshore WORKSITE for a period in excess of twenty-eight (28) consecutive days for each working period without prior written approval of the COMPANY or such maximum period imposed by the APPLICABLE LAWS, whichever is the shorter.

7.1.5 The CONTRACTOR shall provide the key CONTRACTOR PERSONNEL as listed in Exhibit C. These key CONTRACTOR PERSONNEL shall have qualifications at least equal to those set out in Exhibit C, and shall be approved by the COMPANY prior to commencement of the SERVICES.

7.2 Replacement of CONTRACTOR PERSONNEL

7.2.1 The COMPANY may, acting reasonably, object to the CONTRACTOR's engagement of any person as a CONTRACTOR PERSONNEL and may direct the CONTRACTOR to discontinue (or vary) the use of that person in performing the CONTRACT. The

CONTRACTOR shall promptly comply with COMPANY's direction at his sole cost and provide a suitable replacement for that person within twenty-four (24) hours (or such longer period as the COMPANY may agree).

7.2.2 If a CONTRACTOR PERSONNEL:

- (a) becomes ill or injured;
- (b) commits serious misconduct, serious error or negligence;
- (c) does not comply with APPLICABLE LAWS or the COMPANY's rules and regulations relating to safety, security, health and environment; or
- (d) is liable to jeopardize the relations between the COMPANY and the GOVERNMENT,

then the CONTRACTOR shall promptly replace, at his sole cost, that CONTRACTOR PERSONNEL whether requested by the COMPANY or not.

7.2.3 Subject to sub-article 7.2.2, the key CONTRACTOR PERSONNEL shall not be replaced without the prior approval of the COMPANY. Any replacement CONTRACTOR PERSONNEL shall have qualifications at least equal to those of the replaced key CONTRACTOR PERSONNEL, and shall work with such replaced key CONTRACTOR PERSONNEL for a reasonable handover period as instructed by the COMPANY. All costs and expenses related to such replacement shall be for the CONTRACTOR's account.

7.3 Reduction of CONTRACTOR PERSONNEL

The COMPANY shall have the right to suspend the performance of the SERVICES or part thereof and require the CONTRACTOR to reduce the number of CONTRACTOR PERSONNEL on the WORKSITE to the minimum workforce, consistent with the safety and security of the CONTRACTOR EQUIPMENT. In that case, CONTRACTOR shall take care of the CONTRACTOR PERSONNEL transportation between the DEMOBILIZATION POINT and their point of origin at his sole cost.

7.4 Labor Relations

The CONTRACTOR shall in the performance of the CONTRACT:

- (a) assume sole responsibility for, and manage all aspects of, labor relations;
- (b) ensure that the rates of payment and conditions of employment specified in any APPLICABLE LAWS, for all PERSONNEL engaged by the CONTRACTOR GROUP in relation to the CONTRACT, shall always be observed in full; and
- (c) keep the COMPANY fully and promptly informed of labor relations problems or issues which affect or are likely to affect the performance of the CONTRACT.

Article 8 – Safety, Security, Health and Environment

The CONTRACTOR shall strictly comply and ensure the compliance of all members of the CONTRACTOR GROUP with the SSHE requirements as specified in Exhibit F and herein below. Prior to or after the CONTRACT execution and whenever applicable, the PARTIES shall use their best endeavor to develop a bridging document with respect to the performance of the CONTRACT. When the bridging document is finalized and agreed, the PARTIES shall comply with such document. Notwithstanding sub-article 2.2.6, should there be any discrepancy between the SSHE requirements, the bridging document, and this article 8, the order of precedence shall be as follows:

- (i) SSHE requirements;
- (ii) the bridging document; and
- (iii) Article 8.

8.1 General

8.1.1 The CONTRACTOR shall be responsible for ensuring on the WORKSITE at his own cost the safety and welfare of all PERSONNEL involved in the performance of the SERVICES.

- 8.1.2 The CONTRACTOR shall take all necessary associated measures with respect to health, safety, environment protection and security in relation with the performance of the SERVICES and shall inform the COMPANY of such measures.
- 8.1.3 The CONTRACTOR shall use all reasonable and prudent means and practices to prevent, identify and control at all times fires, explosions, cratering, blow-out, pollution of the environment and damages to reservoirs and to protect all PERSONNEL, the environment, the COMPANY GROUP's property and equipment and the CONTRACTOR EQUIPMENT. In the event of occurrence of such abnormal conditions, the CONTRACTOR REPRESENTATIVE shall, without undue delay, exert every reasonable effort to bring the well under control and simultaneously inform the COMPANY REPRESENTATIVE.
- 8.1.4 If in COMPANY's sole opinion, actual or potential risks exist, including blow-out, explosion, fire, pollution, the COMPANY reserves itself the right to direct in detail the emergency procedures required to regain full control of the well and/or to overcome the situation and to use the CONTRACTOR EQUIPMENT at its sole discretion for killing the well or conducting associated emergency procedures. This sub-article 8.1.4 shall not be construed to limit or modify articles 14 and 15.

8.2 Compliance with APPLICABLE LAWS relating to Safety and Environment

In accordance with sub-article 5.2, the CONTRACTOR shall in particular comply, and ensure compliance by all members of the CONTRACTOR GROUP, with all APPLICABLE LAWS relating to safety and environment and COMPANY's SSHE requirements as specified in Exhibit F.

8.3 CONTRACTOR's Safety Organization

- 8.3.1 The CONTRACTOR shall ensure that his functional organization and corresponding resources satisfy the requirements mentioned in sub-articles 8.1 and 8.2.
- 8.3.2 The CONTRACTOR shall appoint a safety representative for the CONTRACT who shall be responsible on behalf of the CONTRACTOR for all safety aspects including for identification of potential hazards associated with the performance of the SERVICES, the preparation of the safety procedures and the control of their implementation.
- 8.3.3 The CONTRACTOR shall provide the COMPANY with copies of the CONTRACTOR's safety procedures and safety manuals which shall be displayed on the WORKSITE and/or made available to all PERSONNEL on the WORKSITE.

8.4 CONTRACTOR PERSONNEL's Safety Awareness and Training

- 8.4.1 In order to enhance safety performance and to avoid delays while performing the SERVICES, the CONTRACTOR, before the commencement of the SERVICES, shall carry out and provide to the COMPANY a WORKSITE survey to assess working and safety conditions, to identify hazards and to optimize the lay out of the CONTRACTOR EQUIPMENT and the COMPANY GROUP's property and equipment.
- 8.4.2 The CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL present on the WORKSITE attend a safety induction meeting.
- 8.4.3 During the course of the performance of the SERVICES, the CONTRACTOR shall ensure that:
- (a) the safety awareness of the CONTRACTOR PERSONNEL is continuously maintained and enhanced. In this respect, the CONTRACTOR shall conduct in co-ordination with the COMPANY REPRESENTATIVE, regular safety meetings and

- drills to review safety procedures and their implementation. Safety meetings and drills shall also be recorded on the safety register mentioned in sub-article 8.9;
- (b) a hot work permit has been established before any welding, burning or spark-producing work is performed, that a work permit has been established before any work is performed on lifting/handling the CONTRACTOR EQUIPMENT, on pressurized enclosures, on electrical systems, on safety systems and for handling hazardous or toxic materials. The list of qualified CONTRACTOR PERSONNEL and specific procedures for the work performed shall be attached to such permits; and
 - (c) no smoking takes place in the non-smoking areas, galley and dining room.

8.5 Safety Training

The CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL scheduled to work offshore have carried out training courses in the field and position they occupy (including as relevant basic training in offshore survival and firefighting techniques and any other safety courses as required by the GOVERNMENT) and have been certified in this respect by an internationally recognized agency acceptable to the COMPANY and/or to the GOVERNMENT. Certificates shall be made available to the COMPANY upon its request.

8.6 Handover of Safety Information

The CONTRACTOR shall ensure that all relevant information concerning safety with respect to the performance of the SERVICES are properly handed over from shift to shift and at the time of the periodical relief of the CONTRACTOR REPRESENTATIVE and formally recorded.

8.7 Protective Clothing and Equipment

The CONTRACTOR shall provide the CONTRACTOR PERSONNEL involved in the performance of the SERVICES with all items of equipment and clothing contained in the COMPANY's SSHE requirements (Exhibit F) which are necessary for the safe and healthy conduct of the SERVICES. Such items shall be maintained in good condition or replaced and shall be worn as indicated by notices, instructions and good oil and gas field practices.

8.8 Packing and Cargo Handling

The CONTRACTOR shall comply with the COMPANY's SPECIFICATIONS and all applicable transport, packing and labelling regulations associated with both cargo handling/lifting the CONTRACTOR EQUIPMENT and means of shipment.

8.9 Safety Register

The CONTRACTOR shall maintain a safety register recording the results and dates of all the safety meetings and drills and the periodical tests and inspections of his safety equipment performed on WORKSITE. The safety register shall be made available to the COMPANY upon its request.

8.10 Medical Services and First Aid Facilities

8.10.1 In the event of illness, injury, accident or search and rescue in respect of the CONTRACTOR PERSONNEL, the COMPANY hereby will make its reasonable efforts, to assist victims amongst the CONTRACTOR PERSONNEL, and the CONTRACTOR shall indemnify, defend and hold harmless each member of the COMPANY GROUP from any CLAIM arising out of or in relation to providing, failing or inability to provide such assistance and/or the performance of these medical services and/or search and rescue operations. Without prejudice to the foregoing, article 14 shall apply with respect to CLAIMS arising out of or in connection with the performance of such assistance and/or medical services and/or search and rescue operations by the COMPANY.

8.10.2 The COMPANY during those search and rescue operations will make all reasonable efforts:

- (a) to provide first aid on the WORKSITE pursuant to APPLICABLE LAWS and safety regulations in force;
- (b) to provide or allow to be used any available communication means; and/or
- (c) to provide or allow to be used, any transportation vehicles/craft available for the search and rescue and carrying of casualties from the WORKSITE to the nearest hospital.

8.10.3 The costs of such medical services, search and rescue operations, transportation and hospital services performed for CONTRACTOR PERSONNEL, shall be reimbursed to the COMPANY by the CONTRACTOR.

8.10.4 The decision to evacuate the CONTRACTOR PERSONNEL as a result of illness or injury shall be taken by the CONTRACTOR REPRESENTATIVE.

8.11 Hazardous or Toxic Materials

Prior to the commencement of the SERVICES, the CONTRACTOR shall submit for the COMPANY's review, written procedures (including manufacturer's safety data sheets and any other hazard information, transportation procedures, storage precautionary measures for such hazardous or toxic materials) for any SERVICES involving the handling or use of hazardous or toxic materials. Such review shall in no way be construed as relieving the CONTRACTOR of any of his obligations, responsibilities and liabilities under the CONTRACT or at law, including but not limited to obtaining relevant licenses and permits prior to commencement of SERVICES. Failure to comply with this requirement shall entitle the COMPANY to reject the said materials.

8.12 Housekeeping

The CONTRACTOR shall ensure that good housekeeping is maintained at all times on the WORKSITE in respect of the performance of the SERVICES. Due regard shall be given to living quarters' cleanness, tidiness and disposal of waste.

8.13 Cleaning-up of the WORKSITE

8.13.1 Throughout the performance of the SERVICES, the CONTRACTOR shall keep the WORKSITE, its access, egress and surroundings, tidy, clean and free from obstructions resulting from the performance of the SERVICES.

8.13.2 Upon completion of the performance of the SERVICES on the WORKSITE, or termination of the CONTRACT, the CONTRACTOR shall promptly remove from such the WORKSITE any surplus of materials, wrecks and debris, resulting from the performance of the SERVICES.

8.13.3 If the CONTRACTOR fails to satisfy the above requirements, the COMPANY, following appropriate notification to the CONTRACTOR, shall have the right to perform (or have performed) clean-up operations at the CONTRACTOR's expense, at any time.

8.14 Signaling of the SERVICES in Progress

Throughout the performance of the SERVICES, the CONTRACTOR shall provide and maintain in good operating conditions on the WORKSITE, lights, guards, marks, signals, fences and other appliances for the safety and convenience of third parties and as required by the APPLICABLE LAWS and the COMPANY's regulations and/or instructions.

8.15 Accident, Near Miss and Dangerous Occurrence Reports

8.15.1 The CONTRACTOR shall immediately report to the COMPANY all accidents, near miss and other dangerous occurrences resulting in or having the potential to cause personnel injury or death, property and CONTRACTOR EQUIPMENT damage or loss and shall provide the COMPANY with copies of report made to and/or required by the GOVERNMENT.

8.15.2 The CONTRACTOR shall inform the COMPANY by the quickest and most expedient method available of any signs which might indicate a dangerous situation for any PERSONNEL present on the WORKSITE, the environment, the well(s), the CONTRACTOR EQUIPMENT, COMPANY GROUP's property and equipment and shall take immediately all measures consistent with good oil and gas field practices and/or in accordance with safety and environment APPLICABLE LAWS.

8.16 Health - Medical Examination

The CONTRACTOR shall ensure prior to the commencement of the SERVICES and for the duration of the CONTRACT that all CONTRACTOR PERSONNEL employed on the WORKSITE for the performance of the SERVICES are medically fit for the job they are assigned to. Medical fitness certificates issued by a recognized authority shall be made available to the COMPANY upon its request.

8.17 Environmental Protection

8.17.1 At all time during the performance of the SERVICES, the CONTRACTOR shall take all necessary measure in order to prevent and/or to limit within the levels authorized by APPLICABLE LAWS and/or the COMPANY's SSHE requirements (Exhibit F), any discharge from any source under his care, custody or control whatsoever into the atmosphere, the ground and any body of water of any substance which might cause pollution or be deleterious to life or environment such as smoke, dust, oil, radioactive products or other atmospheric, ground or liquid pollutants.

8.17.2 The CONTRACTOR shall be responsible for disposal of all waste from any source under his care, custody or control and generated through the performance of the SERVICES. The CONTRACTOR shall provide the COMPANY with a written statement of how and where such waste has been disposed of.

8.18 COMPANY's Alcohol and Drug Policies

8.18.1 The CONTRACTOR acknowledges that he has been advised and is subject to, and agrees that he shall advise the CONTRACTOR PERSONNEL that they are subject to the following:

- (a) it is the policy of the COMPANY that the use, sale, transfer, purchase, possession, and/or presence in one's system of a controlled substance(s) or of alcoholic beverages by any person, and/or the presence of firearms on any WORKSITE or the COMPANY's property is prohibited;
- (b) entry onto any WORKSITE and/or the COMPANY's property constitutes consent to (i) an inspection of one's person, personal effects and vehicle at any time while entering, on, or leaving the COMPANY's property, and (ii) laboratory or onsite testing (by witnessed urinalysis or otherwise) of the chemical in one's system to confirm the absence of any controlled substances, and/or alcohol content, if such testing is requested by the COMPANY;
- (c) any person who is found in violation of the aforesaid policies, or who refuses to permit such inspection, or submit to such testing, shall be removed from the

- COMPANY's property and/or the WORKSITE, and may be barred at the discretion of the COMPANY; and
- (d) all CONTRACTOR PERSONNEL shall be subject to such testing.

8.18.2 The CONTRACTOR shall allow access during normal business hours to his offices, property, and records for the COMPANY and/or any governmental representative with appropriate jurisdiction for the purpose of maintaining compliance with any relevant laws and regulations relating to such testing.

8.19 Security

The CONTRACTOR shall co-operate with the COMPANY on all security matters and shall promptly comply with any security requirements. The CONTRACTOR shall immediately report to the COMPANY any incidents with respect to security matters on the WORKSITE including losses, thefts, vandalism and/or unexplained disappearances.

Article 9 – Inspections and Commissioning

- 9.1 The COMPANY shall have the right to send the COMPANY REPRESENTATIVE and/or surveyor(s) from inspection companies and/or any person authorized by it who shall prior to or after the commencement of the SERVICES have at all times free and full access to the CONTRACTOR's premises and the CONTRACTOR EQUIPMENT for the purpose of auditing, inspecting, examining and testing the CONTRACTOR EQUIPMENT including equipment modifications made for the purpose of the SERVICES and the spare parts stock level, in order to judge whether the CONTRACTOR EQUIPMENT and/or the performance of the SERVICES are in accordance with the provisions of the CONTRACT. The CONTRACTOR shall ensure similar access to premises of any SUBCONTRACTOR for the same purpose. The CONTRACTOR agrees to immediately remedy at his sole cost and expense any defect evidenced by such inspection(s).
- 9.2 The COMPANY REPRESENTATIVE shall be entitled to carry out commissioning (reception tests) of any CONTRACTOR EQUIPMENT on the WORKSITE, prior to and/or within ninety-six (96) hours after the commencement of the SERVICES, or on the first use of any CONTRACTOR EQUIPMENT. The CONTRACTOR agrees to immediately remedy, at his sole cost and expense, any defect evidenced by such tests.
- 9.3 No remuneration whatsoever shall be due by the COMPANY to the CONTRACTOR during remedial operations/corrective actions. In addition, provisions of liquidated damages shall be applied for situations including as stipulated in Exhibit B.
- 9.4 Although the COMPANY shall be entitled to inspect the CONTRACTOR EQUIPMENT, it shall be the responsibility of the CONTRACTOR as an independent contractor, to use only the CONTRACTOR EQUIPMENT fit for their use and any failure of the COMPANY REPRESENTATIVE to inspect or reject any defective piece of CONTRACTOR EQUIPMENT shall not relieve the CONTRACTOR from any of his obligations under the CONTRACT and/or SERVICE RELEASE ORDER (SRO).

Article 10 – Financial Conditions

10.1 CONTRACT Price

- 10.1.1 In full consideration of the performance of the SERVICES, the COMPANY shall pay the CONTRACTOR the amounts due and calculated according to the applicable rates and fees set out in this article 10 and Exhibit B. Unless otherwise provided for in the CONTRACT, the rates and fees shall be fixed and firm and inclusive of everything necessary for the complete performance of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) and shall not be subject to any adjustment, revision or escalation during the CONTRACT term.

10.1.2 Subject to sub-article 10.1.3, the COMPANY shall compensate the CONTRACTOR for substantial overall increase in the cost of performing the SERVICES which directly arises out of any new APPLICABLE LAWS (or amendment to any existing APPLICABLE LAWS) and coming in force after the EFFECTIVE DATE provided that such increase in cost is properly supported by documentation satisfactory to the COMPANY and that the CONTRACTOR has requested the COMPANY's opinion before making related commitment(s). Substantial overall decrease in the cost of performing the SERVICES arising from such circumstances shall conversely result into a corresponding decrease of the CONTRACTOR's rates and fees in this article 10 and Exhibit B. An increase (or decrease) of five percent (5%) or less in the CONTRACTOR's cost of performing the SERVICES shall not be considered as a substantial overall increase (or decrease) for the purpose of this sub-article.

10.1.3 Notwithstanding sub-article 10.1.2, the CONTRACTOR shall solely bear the effects of or benefit from any change in all taxes assessed against profits, dividends, corporate income, the CONTRACTOR PERSONNEL's income, customs duties on the CONTRACTOR PERSONNEL's belongings, and the incidence of any fluctuation or decision of any authority regarding exchange rates, as well as any expense (including taxes) resulting from subcontracting and expenses resulting from any CONTRACTOR's decision to make any commitment related to sub-article 10.1.2 above in contradiction with or without COMPANY's opinion.

10.1.4 The CONTRACTOR shall not be entitled to receive any remuneration hereunder during any period of suspension of the performance of the SERVICES resulting from LOCAL STRIKES.

10.2 Lump-Sum Fees

10.2.1 Mobilization Fees

The mobilization fees shall be construed as the only remuneration, to the exclusion of any other indemnity, to be paid by the COMPANY for any and all operations and services carried out by the CONTRACTOR prior to the ACTUAL COMMENCEMENT DATE including the time spent by the COMPANY to inspect the CONTRACTOR EQUIPMENT and time taken by the CONTRACTOR to correct any defect.

The mobilization fees shall be specified in Exhibit B.

10.2.2 Demobilization Fees

The demobilization fees shall be construed as the only remuneration, to the exclusion of any other indemnity, to be paid by the COMPANY for any and all operations and services carried out by the CONTRACTOR after the ACTUAL COMPLETION DATE or the date on which the CONTRACT has been terminated pursuant to articles 16, 17 or 18, whichever occurs first.

The demobilization fees shall be specified in Exhibit B.

10.2.3 Other Fees

Other lump sum fees, if any, for the performance of any part of the SERVICES shall be specified in Exhibit B.

10.3 Rates

The remuneration of the CONTRACTOR for the performance of the SERVICES throughout the OPERATIONAL PERIOD shall be on the basis of the rates indicated in Exhibit B, unless otherwise provided for in the CONTRACT.

Unless otherwise specified in Exhibit B, the daily rates shall be applicable for a twenty-four (24) hours period or pro rata thereof to the nearest quarter of an hour.

10.3.1 Operational Rates

The CONTRACTOR shall be remunerated for the correct performance of the SERVICES at the itemized rates listed in Exhibit B.

10.3.2 Reduced Rates

(a) STANDBY Rate

This rate shall be due for all STANDBY periods or as per sub-article 17.2(c). This rate shall be specified in Exhibit B.

(b) FORCE MAJEURE Rate

This rate shall be due for periods when the performance of the SERVICES is prevented by a FORCE MAJEURE event as per article 18. This rate shall be specified in Exhibit B.

(c) Reduced Performance Rate

This rate shall be due for periods when the COMPANY's operations are hindered due to reasons attributable to the CONTRACTOR as per sub-articles 6.3, 16.1.3(a) or 16.1.3(b), as the case may be. This rate shall be specified in Exhibit B.

(d) BREAKDOWN Rate

This rate shall be due for periods when the performance of the SERVICES is prevented due to the BREAKDOWN or as per sub-articles 16.1.3(b) or 16.1.3(c) or in any BREAKDOWN circumstances stipulated in this CONTRACT. This rate shall be specified in Exhibit B.

10.4 Reduction/Increase of CONTRACTOR PERSONNEL

10.4.1 The only acceptable decrease/increase in the number of the CONTRACTOR PERSONNEL shall be at the COMPANY's request. The COMPANY shall be entitled to deduct from (or add to) Operational Rates the applicable PERSONNEL unit rate(s) per day as specified in Exhibit B.

10.4.2 Notwithstanding sub-article 10.4.1, additional CONTRACTOR PERSONNEL who performs the SERVICES without consent of the COMPANY or needed to remedy negligence, delay or inefficiency of the CONTRACTOR or breach of the CONTRACT by the CONTRACTOR shall be provided at the CONTRACTOR's own costs and expenses with no increase of Operational Rates.

10.5 Additional Service Charges

10.5.1 For additional service charge of the CONTRACTOR's equipment, the CONTRACTOR's PERSONNEL, materials, products, and services, the CONTRACTOR shall invoice the

COMPANY the relevant rates, fees, and prices set out in his price list(s) referenced in Exhibit B without any handling charges.

10.5.2 For the performance of the SERVICES under this CONTRACT and upon the COMPANY's specific written request, if additional items not listed in Exhibits A and D or not shown in the CONTRACTOR's price list(s) referenced in Exhibit B, have to be sold or hired by the CONTRACTOR to the COMPANY, the CONTRACTOR shall invoice the COMPANY upon mutually agreed terms and conditions.

10.5.3 If additional items, not listed in Exhibits A and D, are hired out by the CONTRACTOR to the COMPANY as per sub-articles 10.5.1 and 10.5.2 hereabove, these items shall be considered as parts of the CONTRACTOR EQUIPMENT and the CONTRACTOR shall be responsible for the maintenance of such additional items as per sub-article 6.2. The payments for these additional items shall be subject to sub-article 10.3.2.

10.6 Bank Guarantee

10.6.1 The CONTRACTOR shall, within thirty (30) days after the EFFECTIVE DATE, provide the COMPANY with an irrevocable bank guarantee (in the form set out in Annex 2) payable on first demand of the COMPANY to guarantee his performance, obligations and liabilities under the CONTRACT and/or SERVICE RELEASE ORDER (SRO). The COMPANY shall not be obliged to make any payments to the CONTRACTOR under the CONTRACT until it has received the bank guarantee pursuant to this sub-article 10.6.

10.6.2 The bank guarantee shall be issued by a bank or a bank branch located in Thailand and approved by the COMPANY.

10.6.3 The CONTRACTOR hereby agrees that the bank guarantee shall remain valid and undertakes to extend the validity hereof until the completion of the performance of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) (including the warranty period for SERVICES, if any), or the date on which this CONTRACT has been terminated pursuant to its terms whichever occurs first, plus one hundred and twenty (120) days in view to allow claim under the bank guarantee, if any. Should at any time and for any reason such bank guarantee expires or is proven unenforceable, the COMPANY shall be entitled to suspend any and all payments to the CONTRACTOR until the CONTRACTOR has provided the COMPANY with a new and satisfactory bank guarantee.

10.6.4 The bank guarantee shall be established in the same currency as the CONTRACT prices and its amount shall be equal to US Dollars (USD) which is five percent (5%) of the ESTIMATED CONTRACT VALUE per year.

10.6.5 In the event that the CONTRACT is amended increasing the ESTIMATED CONTRACT VALUE, the CONTRACTOR shall ask the bank to increase the value of the bank guarantee (or to issue an additional bank guarantee) to cover the portion of the ESTIMATED CONTRACT VALUE that is increased within the reasonable period as specified by the COMPANY.

10.6.6 The COMPANY will only make a claim under the bank guarantee if the CONTRACTOR fails to perform any of his obligations or to fulfil any liability arising out of, or in connection with, the CONTRACT.

10.7 Liquidated Damages

10.7.1 The CONTRACTOR acknowledges that time is of essence under the CONTRACT and hereby guarantees the timely performance of the CONTRACT.

10.7.2 Without prejudice to any other rights the COMPANY may have under the CONTRACT, the CONTRACTOR shall pay the COMPANY liquidated damages amount calculated as per Exhibit B if the CONTRACTOR fails to comply with certain obligation(s) set out in Exhibit B.

10.7.3 All amounts of liquidated damages for which the CONTRACTOR may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the COMPANY in the event that the CONTRACTOR fails to meet the relevant obligations and are not a penalty. Payment of such liquidated damages amount shall not relieve the CONTRACTOR from any of his obligations or liabilities under the CONTRACT or at law. The COMPANY shall be entitled to deduct such amount from the bank guarantee and/or from monies due to be paid to the CONTRACTOR and/or demand such amount from the CONTRACTOR.

10.8 Rates Conflict

The CONTRACTOR agrees that, in a case where two or more rates could apply to a given situation, the CONTRACTOR shall be paid by the COMPANY at the lowest applicable rate.

Article 11 – Taxes

11.1 Responsibility of the CONTRACTOR

11.1.1 Except for Value Added Tax (hereinafter referred to as “VAT”) which the CONTRACTOR is required under applicable laws and sub-article 11.1.2 to charge on the provision of SERVICES of this CONTRACT, the CONTRACTOR shall assume full responsibility and liability for payment of all taxes, duties, stamp duties, levies, charges, fiscal contributions, and other charges, including but not limited to employment taxes, taxes imposed by trade union contracts, contributions for unemployment and redundancy, old age benefits, welfare funds, pensions, annuities and disability allowances, withholding taxes, personal income taxes, property taxes, capital gain taxes, turnover taxes and/or corporate taxes (including penalties and interest thereon) for which the CONTRACTOR is liable and/or that are from time to time imposed on or assessed against the CONTRACTOR by:

- (a) any government authorities; and/or
 - (b) any fiscal or other authority whatsoever,
- in each case in respect of or arising out of:
- (c) the CONTRACTOR PERSONNEL (whether or not such taxes, levies, charges and contributions are measured by wages, salaries, benefits, expenses and/or other remunerations);
 - (d) the performance or non-performance of the CONTRACT by the CONTRACTOR; and/or
 - (e) the income, profits, dividends, turnover and gains of the CONTRACTOR arising directly or indirectly out of the performance of the CONTRACT.

The CONTRACTOR shall ensure that any SUBCONTRACTOR shall comply with this sub-article 11.1.

11.1.2 When the CONTRACTOR is registered in Thailand for VAT, he will invoice the COMPANY accordingly for the SERVICES. The CONTRACTOR shall provide the COMPANY with a copy of his VAT registration certificate on or before the issuance of the first tax invoice to the COMPANY. Failing to provide such certificate will entail withholding of payment of invoices.

11.1.3 The CONTRACTOR shall be liable for and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against any and all CLAIMS arising out of, related to or in connection with, any of the taxes, duties, levies, charges, fiscal contributions and other charges (including penalties and interest thereon) which by the terms of this sub-article 11.1 the CONTRACTOR is liable for or which may be imposed

on him or assessed against him (including any applicable reporting or procedural requirements).

- 11.1.4 Except for VAT imposed on the CONTRACT price that is payable by the COMPANY to the CONTRACTOR, the CONTRACTOR represents and warrants that he has taken into account in establishing the rates and fees set out in the CONTRACT, all taxes, duties, levies, charges, fiscal contributions and other charges for which he is liable in accordance with this sub-article 11.1.

11.2 Statutory Deductions

- 11.2.1 Where under the provisions of any APPLICABLE LAWS, the COMPANY is required to deduct any amount, whether as tax or howsoever called, the COMPANY shall deduct such amount from any amount to be paid to the CONTRACTOR. The COMPANY shall pay over or deal with any amount so deducted in accordance with the APPLICABLE LAWS.
- 11.2.2 The COMPANY shall hand over to the CONTRACTOR receipts evidencing payment of such withholding amount within one (1) month upon request by the CONTRACTOR.
- 11.2.3 Where the CONTRACTOR claims to be exempted from any statutory deductions pursuant to the APPLICABLE LAWS, he shall inform the COMPANY and provide any necessary documentation to support his case, including certificate of exemption from the relevant authority. The COMPANY may act on the information given at its discretion and shall not be liable to the CONTRACTOR or any other person or body in the event that the COMPANY applies the statutory deduction according to the APPLICABLE LAWS.

Article 12 – Import, Export and Re-export

- 12.1 The CONTRACTOR shall comply with all applicable customs requirements and procedures to obtain customs clearance for the importation, exportation or re-exportation of the CONTRACTOR EQUIPMENT and belongings of the CONTRACTOR PERSONNEL. With respect to such procedures the CONTRACTOR shall under his own responsibility, prepare, issue and submit the documents required in due time to customs authority and/or to the COMPANY, as the latter may so instruct.
- 12.2 The CONTRACTOR shall be liable for and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from the consequences of any error or omission in documents prepared and/or submitted by the CONTRACTOR, resulting in failure of customs authorities to provide timely authorizations.
- 12.3 The CONTRACTOR shall bear at his sole cost, risk and liability and the COMPANY shall not reimburse customs duties, port dues, brokerage fees and other similar import or export/ re-export charges imposed on the CONTRACTOR EQUIPMENT and belongings of the CONTRACTOR PERSONNEL. The COMPANY will advise the CONTRACTOR about any possible exemption, remission, refund or rebate of such charges to which the CONTRACTOR is entitled to, subject to compliance with APPLICABLE LAWS and COMPANY's instructions.
- 12.4 The CONTRACTOR shall not use for any purpose other than the COMPANY's operation, nor sell scrap, materials or the CONTRACTOR EQUIPMENT imported under the COMPANY's name, inside Thailand. At the end of the SERVICES, the CONTRACTOR shall re-export such scrap, materials or the CONTRACTOR EQUIPMENT imported under the COMPANY's name for the performance of the SERVICES hereunder, out of Thailand in accordance with the APPLICABLE LAWS. The CONTRACTOR shall be liable for and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against all CLAIMS arising out of, or in any way connected with, the failure of the CONTRACTOR to comply with the foregoing provisions.

Article 13 – Invoicing, Payment and Audit

13.1 Issuance of Invoices

13.1.1 Unless otherwise specified in Exhibit B, the CONTRACTOR shall invoice the COMPANY:

- (a) if the SERVICES that specified in each SERVICE RELEASE ORDER (SRO) exceed one month in duration, then monthly; or
- (b) otherwise, at the completion of the SERVICES in each SERVICE RELEASE ORDER (SRO).

13.1.2 Mobilization and Demobilization Fees

Notwithstanding sub-article 13.1.1, the CONTRACTOR shall be entitled to invoice the COMPANY for:

- (a) mobilization fees according to sub-article 10.2.1 on or after the ACTUAL COMMENCEMENT DATE; and
- (b) demobilization fees according to sub-article 10.2.2 on or after the ACTUAL COMPLETION DATE.

13.1.3 All invoices shall be supported by appropriate documentation and duly approved by the COMPANY REPRESENTATIVE.

13.1.4 The CONTRACTOR shall send separate invoices for mobilization fee, daily rates, demobilization fee, and additional service charges.

13.2 Content of Invoices and Billing Procedure

Unless otherwise advised by the COMPANY in writing, the CONTRACTOR shall submit complete set of invoices together with supporting documents in accordance with the specified procedure in Exhibit B.

13.3 Payment

13.3.1 All payments payable under the CONTRACT shall be made:

- (a) in the currency set out in Exhibit B; and
- (b) by bank transfer to a bank account advised by the CONTRACTOR.

13.3.2 All properly established invoices received by the COMPANY in its office from the 1st to the 15th of each month will be paid within the 15th of the following month, and all properly established invoices received by the COMPANY in its office from the 16th to the end of the month, will be paid within the end of the following month. If the last day for payment falls on a Saturday, Sunday, public holiday or bank holiday, the payment shall be made on the next working day.

13.3.3 Notwithstanding sub-article 13.3.1(a),

- (a) payments made under, or in connection with, the CONTRACT and/or SERVICE RELEASE ORDER (SRO) shall be subject to applicable banking and currency control regulations of the relevant government. Should any conversion of currencies be required for such payments, the basis for such conversions shall be the average of closing buying rates "Sight Bill" and selling rates, announced by the Bank of Thailand two (2) working days before the payment date; and
- (b) subject to sub-article 13.3.3(a), payment for reimbursements of costs and expenses under the CONTRACT and/or SERVICE RELEASE ORDER (SRO) shall be made in the currency originally paid by the CONTRACTOR unless otherwise agreed.

13.3.4 Any payment by the COMPANY is made on the condition that the COMPANY reserves the right to subsequently challenge the validity of any invoiced amounts. In particular, the COMPANY's:

- (a) payment for, or acceptance of, any SERVICES;
 - (b) payment of, or objection or failure to object to, any invoice; or
 - (c) payment or settlement in resolution of any dispute, or any combination thereof shall not be construed as the COMPANY's acceptance of:
 - (d) unsatisfactory or defective SERVICES; or
 - (e) the accuracy or justification of the CONTRACTOR's invoices,
- and shall not constitute a waiver of the COMPANY's rights pursuant to the CONTRACT or otherwise at law.

13.4 Deduction of Money Due and Payment Withheld

The COMPANY may deduct or set off any debt or money due from the CONTRACTOR to the COMPANY under the CONTRACT from any monies that may be, or may become, payable to the CONTRACTOR by the COMPANY pursuant to the CONTRACT. The COMPANY shall give the CONTRACTOR notice of its intention to deduct or set off any monies as aforesaid, and shall furnish the CONTRACTOR with reasons therefore. This sub-article 13.4 does not limit the COMPANY's right to recover these amounts from the CONTRACTOR in any other way.

In case the CONTRACTOR fails to pay to CONTRACTOR PERSONNEL or his SUBCONTRACTOR or his suppliers in a timely manner, any wages, service fees, materials costs, overtime pay, work on holiday pay, overtime on holiday pay, severance pay, employment benefits and welfare, employees' saving and/or employer's contributions to the Social Security Fund, interest, fines, other related charges (including bank charges) applicable to those unpaid amounts, and/or any other entitlements which incurred for the performance of the CONTRACT; and upon submission of a complaint to the COMPANY or filing a claim, by those CONTRACTOR PERSONNEL or SUBCONTRACTOR or suppliers (as the case may be) to a competent labor official, or court, or any other competent authority against the CONTRACTOR and/or the COMPANY, the COMPANY may, at its discretion and without liability to the CONTRACTOR, deduct and/or seize any part or the entire amount from any money due to the CONTRACTOR under the CONTRACT and pay such unpaid amount to the CONTRACTOR PERSONNEL or SUBCONTRACTOR or suppliers.

The CONTRACTOR shall, at his own cost, provide all assistance and relevant information to the COMPANY upon request. The CONTRACTOR accepts and confirms that the amount deducted and/or seized and paid to those persons as per above is considered as payment for the SERVICES and shall be binding upon the CONTRACTOR as if it has been rightfully paid to the CONTRACTOR by the COMPANY pursuant to the CONTRACT.

Without prejudice to the COMPANY's right to deduct and/or seize of money due to the CONTRACTOR as per above, the COMPANY may decide to withhold any payment due to the CONTRACTOR on account of CONTRACTOR's non-compliance with the CONTRACT or unsatisfactory performance of the CONTRACT or the filing of claims against the COMPANY caused by acts or omissions of the CONTRACTOR, and will only release such withheld amount, without any interest, to the CONTRACTOR when such default by the CONTRACTOR has been rectified and satisfied by the COMPANY.

It being understood that the CONTRACTOR's obligations to comply with the CONTRACT and APPLICABLE LAWS are at the CONTRACTOR's own cost, risk and responsibility, none of the COMPANY's actions or omissions under this sub-article shall release the CONTRACTOR in any way from any of his obligations and liabilities under the CONTRACT or at law.

This provision shall survive expiration or termination of this CONTRACT.

13.5 Disputed Invoices

13.5.1 If the COMPANY disputes all or part of any invoice, it shall return the invoice to the CONTRACTOR specifying in writing the reasons for its rejection within three (3) weeks of the receipt of the invoice.

13.5.2 The CONTRACTOR may then either:

- (a) send back any revised invoice to the satisfaction of the COMPANY;
- (b) issue a credit note to the satisfaction of the COMPANY referring to the disputed invoice; or
- (c) send back an invoice covering the non-disputed part. The invoice for the disputed part may be sent, as the case may be, after the settlement of the dispute.

13.6 Limit of Time for Invoicing

The COMPANY reserves the right to refuse any invoices submitted by the CONTRACTOR more than three (3) months after the date at which he should have been invoiced in accordance with the CONTRACT.

13.7 CONTRACTOR's Claims

Any possible claim of the CONTRACTOR shall be submitted at the time of the occurrence of the originating event and at the latest within one (1) month of the commencement of such event, failing which the CONTRACTOR shall be debarred from any entitlement to submit such a claim.

13.8 COMPANY's Right to Audit

13.8.1 The CONTRACTOR shall keep proper books, records and accounts of the CONTRACT during the CONTRACT term and for a period of five (5) years following the termination or expiration of the CONTRACT.

13.8.2 The COMPANY may conduct an audit of such books, records and accounts for verification of any sum payable under the CONTRACT. The CONTRACTOR shall assist the COMPANY in conducting an audit by granting access, at all reasonable times, to the books, records and accounts maintained by the CONTRACTOR.

13.8.3 Should the audit shows that any sums have been improperly paid by the COMPANY to the CONTRACTOR, such sums shall be reimbursed to the COMPANY by the CONTRACTOR within thirty (30) days following such discovery.

Article 14 – Liability and Indemnity

14.1 Liability for Breach of APPLICABLE LAWS

The CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS and/or all other consequences resulting from the breach of APPLICABLE LAWS by any member of the CONTRACTOR GROUP.

14.2 Personal Injury

14.2.1 The CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS that relate to personal injury (including illness, death or disease) to any:

- (a) member of the CONTRACTOR GROUP regardless of cause, including negligence, breach of duty or other fault of any member of the COMPANY GROUP; and

- (b) THIRD PARTY to the extent attributable to the negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP.

14.2.2 The COMPANY shall be solely liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS that relate to personal injury (including illness, death or disease) to any:

- (a) member of the COMPANY GROUP regardless of cause, including negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP; and
- (b) THIRD PARTY to the extent attributable to the negligence, breach of duty or other fault of any member of the COMPANY GROUP.

14.3 Property Damage

14.3.1 The CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS that relate to loss of, or damage to:

- (a) the CONTRACTOR EQUIPMENT or any other property owned, hired or leased by any member of the CONTRACTOR GROUP, regardless of cause, including negligence, breach of duty or other fault of any member of the COMPANY GROUP; and
- (b) any property of any THIRD PARTY to the extent attributable to the negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP.

14.3.2 The COMPANY shall be solely liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS that relate to loss of, or damage to, any property:

- (a) owned, hired or leased by any member of the COMPANY GROUP, regardless of cause, including negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP; and
- (b) of any THIRD PARTY to the extent attributable to the negligence, breach of duty or other fault of any member of the COMPANY GROUP.

14.3.3 Downhole Equipment (Whenever the CONTRACTOR EQUIPMENT provided by the CONTRACTOR for the performance of the SERVICES is used in a well)

Notwithstanding sub-article 14.3.1(a) and provided that the CONTRACTOR has complied with sub-article 6.2, the COMPANY shall be liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS in respect of damage to, or loss of, any CONTRACTOR EQUIPMENT when in the well, unless such damage or loss results from i) fault or negligence of any member of the CONTRACTOR GROUP; or ii) normal wear and tear, inherent defect or malfunction of the CONTRACTOR EQUIPMENT.

Unless specified otherwise in the CONTRACT, the COMPANY's liability under this sub-article 14.3.3 shall be limited to the replacement cost of the CONTRACTOR EQUIPMENT as set out in Exhibit B less depreciation calculated in accordance with Exhibit B.

14.4 CONSEQUENTIAL LOSS

Without prejudice to any liquidated damages or other compensation provisions stipulated for delay, non-performance, mis-performance or otherwise under this CONTRACT:

- (a) the COMPANY shall be solely liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from, CONSEQUENTIAL LOSS suffered by any member of the COMPANY GROUP as a result of, or in any way connected with, the performance or non-performance of the CONTRACT, regardless of cause, including negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP; and

- (b) the CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from, CONSEQUENTIAL LOSS suffered by any member of the CONTRACTOR GROUP as a result of, or in any way connected with, the performance or non-performance of the CONTRACT, regardless of cause, including negligence, breach of duty or other fault of any COMPANY GROUP.

14.5 Pollution

- 14.5.1 Notwithstanding sub-articles 14.2.2(b) and 14.3.2(b) but subject to sub-articles 14.2.2(a) and 14.3.2(a), the CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS that relate to any pollution, contamination or environmental damage (including clean-up costs) caused by leaks, spills or other distribution, dissemination or discharge of pollutants, contaminants, flora and fauna pests, and foreign bodies, particles and materials emanating from the CONTRACTOR EQUIPMENT or any other property owned, hired or leased by any member of the CONTRACTOR GROUP regardless of cause, including negligence, breach of duty or other fault of any member of the COMPANY GROUP.
- 14.5.2 Notwithstanding sub-articles 14.2.1(b) and 14.3.1(b) but subject to sub-articles 14.2.1(a) and 14.3.1(a), the COMPANY shall be solely liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS that relate to any pollution, contamination or environmental damage (including clean-up costs) caused by leaks, spills or other distribution, dissemination or discharge of pollutants, contaminants, flora and fauna pests, and foreign bodies, particles and materials emanating from any reservoir, installation, facility or other property or equipment of any member of the COMPANY GROUP, including that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas or water from a well owned or operated by the COMPANY, regardless of cause, including negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP.
- 14.5.3 Without relieving the CONTRACTOR of any of his obligations under the CONTRACT, the COMPANY may take part to any degree it deems reasonably necessary in the control and removal of any pollution, contamination or environmental damage that is the responsibility of the CONTRACTOR under sub-article 14.5.1 and the CONTRACTOR shall reimburse the COMPANY for all costs and expenses incurred by the COMPANY in doing so.
- 14.5.4 Notwithstanding sub-articles 14.2.1(b), 14.2.2(b), 14.3.1(b), and 14.3.2(b), the COMPANY shall be solely liable for, and shall indemnify, defend, and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS from THIRD PARTY in respect of loss of or damage to any THIRD PARTY's property or injury or death caused to THIRD PARTY due to fire, blow-out, cratering or pollution or any other manifestation emanating from a well owned and/or operated by COMPANY.

14.6 Wells and Reservoirs

The COMPANY shall be solely liable for, and shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against, all CLAIMS in respect of loss of or damage to any underground reservoir or formation or damage to, or loss of a well and for regaining control of a well owned by the COMPANY and/or operated by the COMPANY which has experienced blow-out, uncontrolled well flow or cratering and for cost of re-drilling of a well owned by the COMPANY and/or operated by the COMPANY, regardless of cause, including negligence, breach of duty or other fault of any member of the CONTRACTOR GROUP.

14.7 Liability for Interpretation of Data (whenever interpretation of data by a member of the CONTRACTOR GROUP forms part of the SERVICES)

The CONTRACTOR shall not be liable towards the COMPANY for the use made by the COMPANY of the interpretation of data provided by the CONTRACTOR except in case of CONTRACTOR GROUP's fault and/or negligence.

- 14.8 Contamination from Radioactive Sources (whenever radioactive sources are provided by any member of the CONTRACTOR GROUP for the performance of the SERVICES.)

Notwithstanding sub-articles 5.21, 5.22, 14.2.1(b) and 14.3.1(b), and except in case of fault and/or negligence of any member of the CONTRACTOR GROUP, the COMPANY shall indemnify, defend and hold harmless each member of the CONTRACTOR GROUP from and against all CLAIMS of all loss, damage, injury, disease or death caused to THIRD PARTY by radio-active sources provided by any member of the CONTRACTOR GROUP to perform the SERVICES hereunder, as from the time of delivery of such radio-active sources to the MOBILIZATION POINT or other location designated by the COMPANY, until return to the CONTRACTOR at the DEMOBILIZATION POINT.

- 14.9 INTELLECTUAL PROPERTY

14.9.1 The CONTRACTOR shall be solely liable, shall reimburse all actual costs (including legal costs and fees) and shall indemnify, defend and hold harmless each member of the COMPANY GROUP, from the consequences of any INTELLECTUAL PROPERTY infringements arising in connection with the CONTRACT as a result of any member of the CONTRACTOR GROUP infringing upon the INTELLECTUAL PROPERTY of a third party.

14.9.2 If the CONTRACTOR is compelled to interrupt the SERVICES due to any such legal proceedings being brought against him, the COMPANY shall pay for only that part of SERVICES already completed unless the CONTRACTOR immediately replaces the offending or contravening item, material, process or data by non-offending or non-contravening item, material, process or data which, in COMPANY's opinion, is technically satisfactory.

14.9.3 If, due to such legal proceedings, the CONTRACTOR is prevented from performing the SERVICES, the COMPANY shall be exempted from any payment related to such part of the SERVICES and the CONTRACTOR shall reimburse the COMPANY for any payment which has already been made and corresponding to that part of the SERVICES which is subject to legal proceedings.

- 14.10 GROSS NEGLIGENCE

Except for sub-article 14.4,

- (a) the exclusions, limitations and indemnities given by the COMPANY under the CONTRACT shall not apply to the extent that there is GROSS NEGLIGENCE by any member of the CONTRACTOR GROUP; and
- (b) the exclusions, limitations and indemnities given by the CONTRACTOR under the CONTRACT shall not apply to the extent that there is GROSS NEGLIGENCE by any member of the COMPANY GROUP.

- 14.11 Holding Harmless

14.11.1 If a member of the COMPANY GROUP is subject to any CLAIM for which the CONTRACTOR is liable under this article 14, then the CONTRACTOR shall indemnify, defend and hold harmless that member of the COMPANY GROUP.

14.11.2 The CONTRACTOR shall be responsible for the defense of any CLAIM brought against any member of the COMPANY GROUP in respect of which the CONTRACTOR is liable under this article 14 and shall satisfy any judgment against any member of the

COMPANY GROUP resulting therefrom. The COMPANY shall be entitled but not obliged to participate in the defense of any CLAIM to which it or any member of the COMPANY GROUP is a party without relieving the CONTRACTOR of his responsibility for the defense of that CLAIM. Upon receiving a notice of any CLAIM brought against it or other members of the COMPANY GROUP, the COMPANY shall promptly deliver the full particulars of that CLAIM to the CONTRACTOR and shall render all reasonable assistance that the CONTRACTOR requests in the defense of the CLAIM.

14.11.3 Sub-articles 14.11.1 and 14.11.2 shall apply mutatis mutandis in the case of a CLAIM against a member of the CONTRACTOR GROUP in respect of which the COMPANY is liable under this article 14.

14.12 Waivers of Recourse and Indemnities

The CONTRACTOR shall sign the counterpart of the “Mutual Indemnity and Waiver of Recourse Agreement” (Version for the CONTRACTOR) attached hereto as Annex 1.A. The CONTRACTOR shall also obtain from his SUBCONTRACTOR, the signature of like counterparts of the “Mutual Indemnity and Waiver of Recourse Agreement” (Version for CONTRACTOR’s SUBCONTRACTOR) attached hereto as Annex 1.B.

14.13 Labor Claims

All CONTRACTOR PERSONNEL are under exclusive direction and control of CONTRACTOR. Accordingly, the CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against, all CLAIMS that relate to employment or labor disputes in connection with CONTRACTOR PERSONNEL.

14.14 Liability for Standby Payment

In case that the COMPANY is subject to payment in relation to standby period due to fault attributable to the CONTRACTOR GROUP or due to a breach of the CONTRACTOR under this CONTRACT, the CONTRACTOR shall promptly indemnify the COMPANY for all payment payable by the COMPANY.

Article 15 – Insurance

15.1 Policies and Limits

The CONTRACTOR shall at his own cost and expense obtain or cause to be obtained from insurers acceptable to the COMPANY the following insurances, it being understood that the risks may be covered by insurance policies in a different way than the one indicated beneath provided that all such risks are properly covered:

- (a) Workmen’s Compensation Insurance to comply fully with the limits and provisions of APPLICABLE LAWS and agreements made with employees;
- (b) Employer’s Liability Insurance to include coverage for legal expenses anywhere in the world, with a limit of not less than three million (3,000,000) US Dollars per occurrence or the limit required by APPLICABLE LAWS, whichever is higher;
- (c) Comprehensive General Liability Insurance for not less than ten million (10,000,000) US Dollars combined single limit per occurrence. In the event that the scope of the SERVICES is related to crude oil or chemical or hazardous substance, the above insurance coverage shall include clean-up costs of any pollution, contamination or environmental damage;

- (d) Automobile Public Liability Insurance covering all automobiles and automotive equipment employed by the CONTRACTOR hereunder for not less than the limits required by APPLICABLE LAWS or for three million (3,000,000) US Dollars combined single limit per occurrence, whichever is higher; and
- (e) All Risk Insurance covering the full value of the CONTRACTOR EQUIPMENT and other property employed by the CONTRACTOR hereunder.

The above insurances shall be maintained in full force and effect throughout the duration of this CONTRACT including any extension periods thereof.

15.2 Special Provisions

15.2.1 The CONTRACTOR adheres that insurances certificates shall comply with the following requirements:

(a) For all insurances:

(i) Waive their rights of subrogation

The CONTRACTOR's insurances shall contain provisions whereby the insurers waive their rights of subrogation against the COMPANY GROUP, other parties bound by the "Mutual Indemnity and Waiver of Recourse Agreements" referred to under article 14 and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provision of article 14.

(b) For liabilities insurances:

(i) Additional insured parties

The liability insurance policies of the CONTRACTOR specially listed in sub-article 15.1 shall include the COMPANY GROUP as additional insured parties in so far as the COMPANY GROUP is held liable to pay for CLAIMS which according to the CONTRACT have to be borne by the CONTRACTOR.

(ii) Primary Insurance

The liability insurance policies are primary insurance, to the extent of the liabilities assumed by the CONTRACTOR under the CONTRACT, for all additional insured parties. And other insurance carried by the COMPANY and its CO-VENTURERS, shall not be caused upon to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.

(iii) Cross Liabilities

The liability insurance policies shall contain a cross liability clause so that the COMPANY and the CONTRACTOR are regarded as the third parties to each other.

15.2.2 The limits specified in sub-article 15.1 are minimum requirements and not limits of liability. They should not be construed as the COMPANY's consent to substitute its financial liability in excess of the limits specified above except as otherwise agreed in the CONTRACT.

15.2.3 All deductibles applicable to CONTRACTOR's insurances with or without the specific consent of the COMPANY shall be for the account of the CONTRACTOR.

- 15.2.4 As soon as the CONTRACTOR is aware of any circumstance which may engage the responsibility of the COMPANY and which may give rise to a CLAIM under his liability insurances, including Employer's Liability Insurance, the CONTRACTOR shall give written notice of such circumstance to his insurers with copy to the COMPANY. Such notification shall make reference to the provision that the COMPANY is an additional assured in respect of CLAIMS made against the COMPANY GROUP arising out of liabilities accepted by the CONTRACTOR under the CONTRACT.
- 15.2.5 The CONTRACTOR represents and warrants that all insurances pertaining to the CONTRACT comply with this article 15.
- 15.2.6 The provision of insurance certificates to COMPANY shall not fix the COMPANY with the contents thereof and shall not be a defense to any CLAIMS by the COMPANY against the CONTRACTOR GROUP.
- 15.2.7 Articles 14 and 15 shall be applicable to the CONTRACTOR's SUBCONTRACTOR. The CONTRACTOR shall ensure that each SUBCONTRACTOR is properly insured for its liabilities.

Such insurance shall be compatible with the terms of articles 14 and 15 hereof where appropriate and shall in particular take into account the application of the Mutual Indemnity and Waiver of Recourse Agreement in the case of each SUBCONTRACTOR.

Any deficiency in the coverage, amounts, policy limits or provisions of any SUBCONTRACTOR's insurance shall be the sole responsibility of the CONTRACTOR.

- 15.3 Before the commencement of the SERVICES under the CONTRACT, the CONTRACTOR shall furnish the COMPANY with certificates of insurance and thereafter renewals thereof to comply with the requirements set out in this article 15.

Article 16 – Suspension of the Performance of the SERVICES and/or Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) attributable to CONTRACTOR's Default

16.1 Suspension of the Performance of the SERVICES attributable to CONTRACTOR's Default

- 16.1.1 Should the CONTRACTOR during the course of the CONTRACT breach the terms of the CONTRACT or perform the SERVICES in a manner not in conformity with the CONTRACT's requirements, including but not limited to:
- (a) failing to supply sufficient or proper CONTRACTOR EQUIPMENT;
 - (b) failing to provide sufficient number or properly skilled CONTRACTOR PERSONNEL;
 - (c) failing in any respect to carry out the performance of the SERVICES in an efficient workmanlike, skillful and careful manner; or
 - (d) failing to comply with the COMPANY's Rules and Regulations in Exhibit F or any safety requirements under the CONTRACT,

the COMPANY may notify the CONTRACTOR of such breach or deficiency and shall be entitled either to instruct the CONTRACTOR to continue or to suspend the performance of the SERVICES under the CONTRACT, or any relevant part thereof, under the conditions set out in sub-articles 16.1.2 and 16.1.3.

16.1.2 Obligations of the CONTRACTOR with respect to correction of his deficiency

- (a) The COMPANY shall have the right to notify the CONTRACTOR of such breach or deficiency and request the CONTRACTOR to take remedial steps within specified time limits. The CONTRACTOR shall bear all costs and expenses

associated with foregoing corrective actions including any extra costs and expenses for transportation.

- (b) In the event that the CONTRACTOR fails to correct such breach or deficiency within the specified time limits, the COMPANY shall be entitled to correct, or engage a third party to correct, such breach or deficiency and the CONTRACTOR shall reimburse the COMPANY for all such costs and expenses incurred by the COMPANY in doing so.

16.1.3 Remuneration

From the day of receiving the above notification to the day until all breaches of CONTRACT and deficiencies have been corrected and accepted by COMPANY REPRESENTATIVE, the CONTRACTOR shall be remunerated on the following basis.

- (a) If, at COMPANY's sole option, the performance of the SERVICES continues, the Reduced Performance Rate referred to in sub-article 10.3.2(c) shall apply.
- (b) In case of partial suspension of the SERVICES, the COMPANY shall determine in good faith the part of CONTRACTOR's remuneration corresponding to the suspended part of the SERVICES. The BREAKDOWN Rate referred to in sub-article 10.3.2(d) shall apply for this suspended part and the Reduced Performance Rate referred to in sub-article 10.3.2(c) shall apply for the remaining part.
- (c) If, at COMPANY's sole option, the performance of the SERVICES is totally suspended, the BREAKDOWN Rate referred to in sub-article 10.3.2(d) shall apply.

16.1.4 The suspension pursuant to this sub-article 16.1 shall not relieve the CONTRACTOR from any of his obligations under the CONTRACT.

16.2 Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) attributable to CONTRACTOR's Default

16.2.1 Without prejudice to any other rights under the CONTRACT, the COMPANY shall have the right to terminate the CONTRACT and/or SERVICE RELEASE ORDER (SRO):

- (a) if the CONTRACTOR fails, neglects or refuses to carry out any part of the SERVICES required under the CONTRACT and/or SERVICE RELEASE ORDER (SRO);
- (b) if the CONTRACTOR has not remedied any deficiency within a reasonable period of time;
- (c) if the CONTRACTOR does or fails to do any act that may, in the COMPANY's opinion, seriously delay or impede the progress of the performance of the SERVICES or endangering the COMPANY's operations or that might bring the COMPANY into disrepute;
- (d) if the CONTRACTOR commits any breach of any provision of the CONTRACT;
- (e) in case of CONTRACTOR GROUP's GROSS NEGLIGENCE;
- (f) if the CONTRACTOR becomes bankrupt or insolvent, makes a composition or arrangement with his creditors, has a winding up order made against him, has a resolution for voluntary winding up passed (excluding for the purposes of amalgamation or reconstruction), or has a provisional liquidator, administrator, receiver or manager appointed by a court of law;
- (g) if the CONTRACTOR ceases his business function which affects performance of the SERVICES;
- (h) if any member of the CONTRACTOR GROUP fails to comply with article 23;
- (i) if the cumulative total of the BREAKDOWN period exceeds seventy-two (72) hours in any calendar month or for any one occurrence;

- (j) upon total loss or constructive total loss of a major piece of CONTRACTOR EQUIPMENT needed for the performance of the CONTRACT;
- (k) if the CONTRACTOR fails, neglects, refuses, abandons or becomes unable to complete the mobilization of the CONTRACTOR EQUIPMENT and/or the CONTRACTOR PERSONNEL in accordance with the requirements of the CONTRACT;
- (l) if the CONTRACTOR EQUIPMENT does not meet the SPECIFICATIONS or any requirements as set out in the CONTRACT and/or SERVICE RELEASE ORDER (SRO) or is unreliable or incapable of performing the SERVICES hereunder;
- (m) if the CONTRACTOR due to his act, omission or negligence causes the total or constructive total loss of any major item of the COMPANY's property (whether owned, hired, leased to or otherwise provided by the COMPANY), including platform, pipeline, riser or wellhead, to such an extent that it is no longer feasible to continue operations within a reasonable period of time; and/or
- (n) if the CONTRACTOR fails to provide bank guarantee within thirty (30) days from the EFFECTIVE DATE or if thereafter fails to maintain bank guarantee in accordance with sub-article 10.6.

16.2.2 If on the happening of an event of default as set out in sub-article 16.2.1 the CONTRACTOR fails to remedy the default within seven (7) days as from receipt of the COMPANY's notification, the COMPANY shall have the right to correct, or engage a third party to correct, such deficiency occurred due to default of the CONTRACTOR and/or to perform the SERVICES and the CONTRACTOR shall reimburse the COMPANY for all additional costs and expenses incurred by the COMPANY in doing so (including legal fees, if any). The PARTIES acknowledge and agree that the aforesaid arrangement is not prejudice the right of the COMPANY to terminate the CONTRACT and/or the SERVICE RELEASE ORDER (SRO). For the avoidance of doubt, the COMPANY shall have the right to terminate this CONTRACT and/or the SERVICE RELEASE ORDER (SRO) immediately upon the occurrence of the events of default under the sub-articles 16.2.1 (b), 16.2.1(e), 16.2.1(f), 16.2.1(g), 16.2.1 (h), 16.2.1(i) or 16.2.1(m) and upon termination or thereafter claims for damages arisen due to such event of default.

16.2.3 In the event of termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) under sub-article 16.2.2, the COMPANY shall pay the CONTRACTOR for the SERVICES performed up to the date of termination and accepted by the COMPANY. The COMPANY shall have the right, at its sole option, to complete (or have completed by a third party) any and all outstanding SERVICES. In calculating the amount of payment due upon termination and for the avoidance of doubt:

- (a) no mobilization fees or any other amounts shall be payable to the CONTRACTOR in the event that the mobilization under the CONTRACT has not been completed at the date of termination;
- (b) no demobilization fees shall be payable in any event, and the CONTRACTOR shall remain responsible for the demobilization, at his own cost, of the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL from the DEMOBILIZATION POINT within seven (7) days from the date(s) they arrive at the DEMOBILIZATION POINT;
- (c) CONTRACTOR shall comply with sub-article 8.13 and with the safety requirements under this CONTRACT; and
- (d) all COMPANY GROUP's property and equipment shall be returned in good condition, normal wear and tear excepted.

Transportation of the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT shall be paid for and arranged by the COMPANY between the WORKSITE and the DEMOBILIZATION POINT (when applicable).

16.2.4 The COMPANY shall be entitled to an amount equal to five percent (5%) of the ESTIMATED CONTRACT VALUE per year by calling upon the bank guarantee and/or deducting from monies due to be paid to the CONTRACTOR and/or demanding directly

such amount from the CONTRACTOR, and shall retain such amount until the actual loss incurred by the COMPANY as a result of the CONTRACTOR's breach of CONTRACT has been assessed.

After the actual loss has been assessed, the COMPANY shall:

- (a) refund to the CONTRACTOR the retained amount in excess of the actual loss incurred by the COMPANY without any interest; or
- (b) demand from the CONTRACTOR the actual loss incurred by the COMPANY in excess of the retained amount.

The actual loss shall include any additional costs in hiring a third party to perform the outstanding SERVICES in excess of the amount which the COMPANY would have paid to the CONTRACTOR for the SERVICES.

Article 17 – Suspension of the Performance of the SERVICES and/or Termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) at COMPANY's Convenience

- 17.1 At COMPANY's sole discretion, the COMPANY shall have, at any time, the right to:
- (a) notify the CONTRACTOR of the suspension of part or all of the performance of the SERVICES; or
 - (b) subject to giving a seven (7) days' notice:
 - (i) to terminate part of the SERVICES; or
 - (ii) to terminate the CONTRACT and/or SERVICE RELEASE ORDER (SRO),in which case the CONTRACTOR shall promptly forward to the COMPANY all completed or uncompleted drawings, reports and other documents related to the performance of the SERVICES.
- 17.2 In the event of suspension of the performance of the SERVICES at the COMPANY's convenience, the following provisions shall apply:
- (a) the COMPANY shall have the right to require the CONTRACTOR to reduce the numbers of CONTRACTOR PERSONNEL as per sub-article 7.3 and/or the CONTRACTOR EQUIPMENT;
 - (b) the CONTRACTOR shall be responsible for the transportation of the CONTRACTOR PERSONNEL and/or the CONTRACTOR EQUIPMENT between the DEMOBILIZATION POINT and their point of origin. The COMPANY shall reimburse the CONTRACTOR for the reasonable cost of such transportation upon presentation of invoices and acceptable supporting documents; and
 - (c) the CONTRACTOR EQUIPMENT and the CONTRACTOR PERSONNEL remaining on the WORKSITE shall be paid for at the STANDBY Rate as set out in Exhibit B.
- 17.3 In the event of partial termination of the performance of the SERVICES at the COMPANY's convenience, the amount payable shall be reduced to take into account the cancelled part of the SERVICES in accordance with the rates as defined in Exhibit B or otherwise as mutually agreed.
- 17.4 In the event of termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) at the COMPANY's convenience, the CONTRACTOR shall be remunerated at the rates and prices as applicable and set out in Exhibit B:
- (a) for the SERVICES that the CONTRACTOR has satisfactorily performed or delivered up to and including the effective date of the termination; and
 - (b) for the demobilization fees defined in Exhibit B. For the avoidance of doubt, the demobilization fee defined in Exhibit B shall be deemed full and final for entire demobilization.

Such payments shall constitute the sole and full compensation payable by the COMPANY for such termination, to the exclusion of any other indemnity.

- 17.5 In the event of termination of the CONTRACT and/or SERVICE RELEASE ORDER (SRO) at COMPANY's convenience, the CONTRACTOR shall:

- (a) remain responsible for the demobilization of the CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL from the DEMOBILIZATION POINT within seven (7) days from the date(s) they arrive at the DEMOBILIZATION POINT;
- (b) comply with the provision of sub-article 8.13 and with the safety requirements under this CONTRACT; and
- (c) return to the COMPANY, all COMPANY GROUP's property and equipment in good condition, normal wear and tear excepted.

Transportation of the CONTRACTOR PERSONNEL and CONTRACTOR EQUIPMENT shall be paid for and arranged by the COMPANY between the WORKSITE and the DEMOBILIZATION POINT (when applicable).

Article 18 – FORCE MAJEURE

- 18.1 If either PARTY hereto is prevented, hindered or delayed from performing all or any of its/his obligations hereunder as a result of a FORCE MAJEURE event, such prevention, hindrance or delay shall not be considered as a breach of the CONTRACT and that PARTY shall be relieved from such obligations for the duration of such FORCE MAJEURE event (but for no longer period), provided however that there is a direct relationship between the prevention, hindrance or delay in the performance of such obligations and the FORCE MAJEURE event.
- 18.2 The PARTY claiming a FORCE MAJEURE event shall promptly notify the other PARTY, with evidence of the occurrence of the related event and shall give prompt notice once the end of the FORCE MAJEURE event is foreseeable. The CONTRACTOR shall immediately suspend the performance of the SERVICES as affected by the FORCE MAJEURE event and maintain all safety, security and protective measures insofar as possible.
- 18.3 In the event of the FORCE MAJEURE, the PARTIES shall do their utmost efforts to remedy the situation, notify the other PARTY after the FORCE MAJEURE event has ended and resume performance of its/his obligations under the CONTRACT as quickly as possible. Remuneration to the CONTRACTOR shall be as specified in sub-article 10.3.2(b) from the time the performance of the SERVICES is prevented by the FORCE MAJEURE event to the time the performance of the SERVICES is resumed.
- 18.4 In the event it becomes necessary, upon occurrence of a FORCE MAJEURE event, to temporarily remove any of all of the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL from the WORKSITE, such removal shall not be deemed demobilization of the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL and resumption of the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL after the end of the FORCE MAJEURE event shall not be deemed mobilization of the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL. No mobilization or demobilization fees will be payable. No FORCE MAJEURE rate or other rates shall be applicable for the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL that have been removed from the WORKSITE.
- 18.5 Notwithstanding the above sub-articles, in the event of a FORCE MAJEURE event preventing operations beyond fifteen (15) days, or if in the COMPANY's reasonable opinion the FORCE MAJEURE event conditions are anticipated to last more than fifteen (15) days, the COMPANY shall be entitled to terminate the CONTRACT and/or SERVICE RELEASE ORDER (SRO) by notice to the CONTRACTOR. In the event of termination then the CONTRACTOR shall be entitled to receive the amount of money then due under the CONTRACT up to the date of termination. No termination fees or demobilization fees will be payable, unless specified otherwise in Exhibit B. Neither PARTY shall have any CLAIM against the other.

In the event of the termination under the foregoing paragraph, the CONTRACTOR shall remain responsible for his obligations:

- (a) to demobilize whenever feasible, at his own cost, the CONTRACTOR PERSONNEL and the CONTRACTOR EQUIPMENT from the DEMOBILIZATION POINT;

- (b) to comply with the provisions of sub-article 8.13 and, whenever feasible, with the safety requirements under this CONTRACT; and
- (c) to return whenever feasible to the COMPANY, the COMPANY GROUP's property and equipment in good condition, normal wear and tear excepted.

Transportation of the CONTRACTOR PERSONNEL and CONTRACTOR EQUIPMENT shall be paid for and arranged by the COMPANY between the WORKSITE and the DEMOBILIZATION POINT (when applicable).

Article 19 – Ownership and INTELLECTUAL PROPERTY

- 19.1 All results of the SERVICES, including information, logs, drawings, reports, charts, test results, data and all related documents or electronic, magnetic or optical supports issued by the CONTRACTOR, shall as from the commencement of the SERVICES thereon, become exclusive property of the COMPANY and/or any person the COMPANY may designate at its sole discretion and shall be delivered to the COMPANY immediately upon request.
- 19.2 If either PARTY provides or uses INTELLECTUAL PROPERTY that it/he owns and that is in existence prior to the EFFECTIVE DATE for a purpose connected with the performance of the CONTRACT, then that PARTY remains the owner of that INTELLECTUAL PROPERTY (and any improvements to that INTELLECTUAL PROPERTY created during the course of the SERVICES) and the other PARTY does not acquire any proprietary rights in it and shall not use it for any purpose unrelated to the SERVICES.
- 19.3 Subject to sub-article 19.1, any INTELLECTUAL PROPERTY that the CONTRACTOR already owns or develops in the course of carrying out the SERVICES shall be the property of the CONTRACTOR, provided the CONTRACTOR grants the COMPANY an irrevocable, royalty free and non-exclusive license to use that INTELLECTUAL PROPERTY in connection with its operations and the right to extend that license to any successor operator.
- 19.4 If the CONTRACTOR acquires INTELLECTUAL PROPERTY from a person for the purpose of carrying out the SERVICES and for which the COMPANY reimburses the CONTRACTOR, then the COMPANY is the owner of that INTELLECTUAL PROPERTY and the CONTRACTOR shall take all reasonable steps to transfer ownership to the COMPANY. The CONTRACTOR shall not use that INTELLECTUAL PROPERTY for any purpose not related to the SERVICES.
- 19.5 If any member of the COMPANY GROUP acquires any INTELLECTUAL PROPERTY during the performance of the CONTRACT, then the CONTRACTOR shall not acquire any proprietary rights in that INTELLECTUAL PROPERTY and shall not use it for any purpose unrelated to the SERVICES.
- 19.6 This article 19 shall survive the termination or expiration of the CONTRACT.

Article 20 – Confidentiality

- 20.1 The CONTRACTOR shall treat the CONFIDENTIAL INFORMATION as confidential and shall not disclose the CONFIDENTIAL INFORMATION to any person without the prior written consent of the COMPANY.
- 20.2 The CONTRACTOR shall only use, reproduce or copy the CONFIDENTIAL INFORMATION solely for the purpose of facilitating the performance of the CONTRACT.
- 20.3 The obligations under sub-articles 20.1 and 20.2 shall not apply to the CONFIDENTIAL INFORMATION that:
 - (a) is or becomes available to the public domain through no fault of the CONTRACTOR;
 - (b) was in the possession of the CONTRACTOR prior to the CONTRACT and that was not subject to any obligation of confidentiality; or

- (c) was received from a third party whose possession of such CONFIDENTIAL INFORMATION is lawful and who is under no obligation of confidentiality.
- 20.4 The CONTRACTOR may, without the prior written consent of the COMPANY, disclose the CONFIDENTIAL INFORMATION:
- (a) to the SUBCONTRACTOR and the CONTRACTOR PERSONNEL that reasonably require it for the performance of the CONTRACT, provided the CONTRACTOR shall ensure that the recipients of the CONFIDENTIAL INFORMATION take all necessary measures to protect the confidentiality of the CONFIDENTIAL INFORMATION and comply with this article 20; or
 - (b) in order to comply with the APPLICABLE LAWS.
- 20.5 All information provided by the CONTRACTOR to the COMPANY that the CONTRACTOR wishes to remain confidential shall be clearly marked as being confidential. The COMPANY is nevertheless entitled to use and disclose such information to third parties to the extent necessary for the execution and maintenance of the COMPANY's operations in connection with which the SERVICES are to be performed or if required by the APPLICABLE LAWS.
- 20.6 The CONTRACTOR agrees that, in the event of the CONTRACTOR GROUP's breach, or threatened breach, of the confidentiality provisions of the CONTRACT, the COMPANY would be irreparably and immediately harmed and that monetary damages recoverable under the CONTRACT would be inadequate. Accordingly, in addition to any other remedy to which the COMPANY may be entitled at law or in equity, and notwithstanding any other provision in the CONTRACT:
- (a) the COMPANY shall be entitled to an injunction (without the posting of any bond and without proof of actual damages) to prevent breach, or threatened breach of, or to compel specific performance of, this article 20;
 - (b) the CONTRACTOR shall not oppose the granting of an injunction; and
 - (c) the CONTRACTOR shall reimburse the COMPANY for all costs, including reasonable legal fees, incurred by the COMPANY.
- 20.7 The obligations of the PARTIES under this article 20 shall survive for five (5) years after the CONTRACT terminates or expires or any longer period required by the GOVERNMENT. For the avoidance of doubt, the obligations under this article in relation to sub-surface information shall survive the termination and expiration of the CONTRACT.

Article 21 – Subcontracting, Assignment and Novation

21.1 Subcontracting

21.1.1 The CONTRACTOR shall not subcontract:

- (a) the whole of the CONTRACT; or
- (b) any part of the CONTRACT without the prior written approval of the COMPANY, which approval shall not be unreasonably withheld or delayed. No such approval to subcontract shall be asked for nor given to the CONTRACTOR if the CONTRACTOR has not obtained from a potential subcontractor and remitted to the COMPANY a signed copy of the Mutual Indemnity and Waiver of Recourse Agreement attached hereto as Annex 1.B.

21.1.2 The COMPANY's approval of any SUBCONTRACTOR shall not create any contractual relationship whatsoever between the COMPANY and the SUBCONTRACTOR.

21.1.3 Any subcontract by the CONTRACTOR (whether with or without the COMPANY's approval) shall not relieve or absolve the CONTRACTOR from full responsibility for the provision of the CONTRACT or from his obligations or liabilities under the CONTRACT.

21.1.4 Acts, defaults and omissions of a SUBCONTRACTOR (including PERSONNEL of such SUBCONTRACTOR) shall be deemed to be acts, defaults and omissions of the CONTRACTOR.

21.2 Assignment

21.2.1 Subject to sub-article 21.2.2, a PARTY shall not assign any of its/his rights or obligations under the CONTRACT without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed.

21.2.2 The COMPANY may, at any time, assign any of its rights or obligations under the CONTRACT to any of its AFFILIATES or the CO-VENTURERS (if applicable) without the prior written consent of the CONTRACTOR, provided the assignee gives an undertaking to be bound by the terms and conditions of the CONTRACT in all respects as if the assignee has been a party to the CONTRACT from the effective of the assignment.

21.3 Novation

The CONTRACTOR hereby consents the COMPANY to novate this CONTRACT, at any time, to any of its AFFILIATES or the CO-VENTURERS.

Article 22 – NOTICE

22.1 All notices or communications of any kind (hereinafter referred to as “NOTICE”) to be given under this CONTRACT shall be:

- (a) in writing in the English language; and
- (b) delivered or sent by prepaid registered post or by email to the address or email address as specified in sub-article 22.2 or to such other address or email address as a PARTY notifies to the other PARTY.

22.2 The address and email address of each PARTY are:

(a) COMPANY:

Address. **PTTEP Energy Development Company Limited**
PTT Exploration and Production Public Company Limited
PTTEP International Limited
Energy Complex Building A, Floors 19th-36th,
555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand

Email: Kamolchai@pttep.com

Phone: 66 2 537 5488

Attention: Mr. Kamolchai Pattanapong

(b) CONTRACTOR:

Address: CONTRACTOR's name

Email:

Phone:

Attention:

22.3 Unless a later time is specified in it, a NOTICE shall take effect from the time it is received.

22.4 The NOTICE shall be deemed to be received:

- (a) if sent by prepaid registered post, within three (3) working days of posting unless the contrary is proved; or
- (b) if sent by email, when the sender receives an automated message confirming delivery or two (2) hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message the email has not been delivered.

Article 23 – Business Ethics and Human Rights

23.1 Business Ethics

- 23.1.1 The PARTIES shall uphold the highest standards of business ethics in the performance of the CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.
- 23.1.2 Neither PARTY shall knowingly involve itself/himself in any business in connection with, or use information arising from, the CONTRACT, in any manner which conflicts with the interests of the other PARTY.
- 23.1.3 Each PARTY, with regard to the SERVICES or other matters which are the subject of the CONTRACT:
 - (a) warrants that it/he, and the other members of the COMPANY GROUP or the CONTRACTOR GROUP (as applicable), has not made, offered or authorized; and
 - (b) agrees that it/he, and the other members of the COMPANY GROUP or the CONTRACTOR GROUP (as applicable), shall not make, offer or authorize, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to, or for the use or benefit of, any person holding a legislative, administrative or judicial office, or any person employed by or acting on behalf of a public agency, public enterprise, public international organization or political party, or any political party official or candidate for office, or any other individual or entity, where such payment, gift, promise or advantage would violate the above warranty or agreement or APPLICABLE LAWS.

23.2 Human Rights

In the performance of the CONTRACT, the PARTIES shall comply with:

- (a) United Nations Global Compact's ten principles in the areas of human rights, labor, environment and anti-corruption;
- (b) Universal Declaration of Human Rights; and
- (c) International Labor Organization's Declaration on Fundamental Principles and Rights at Work which covers four fundamental principles and rights at work.

23.3 Audit and Investigation

- 23.3.1 The CONTRACTOR shall ensure that all members of the CONTRACTOR GROUP shall fully comply with the obligations set forth in this article 23. The CONTRACTOR shall allow the COMPANY to audit or investigate any related information or documentation to ensure the compliance of this article 23 by the CONTRACTOR.
- 23.3.2 The CONTRACTOR shall promptly notify the COMPANY upon learning of any investigation or any legal proceeding initiated against any member of the CONTRACTOR GROUP by any authorities resulting from the breach of this article 23.

Article 24 – Governing Law and Dispute Resolution

24.1 Governing Law

The CONTRACT shall be governed by and construed in accordance with the substantive laws of Thailand to the exclusion of any conflict of laws principle that may require the application of any other law.

24.2 Dispute Resolution

24.2.1 The PARTIES shall attempt to resolve any dispute or difference arising out of or relating to this CONTRACT through negotiations between representatives of the PARTIES, who have authority to settle the same.

24.2.2 If the dispute is not resolved by negotiation, the dispute may be referred to arbitration by any PARTY subject to sending seven (7) days prior notice to the other PARTY. The seat of arbitration shall be Bangkok, Thailand. The language of the arbitration shall be English. The arbitration shall be governed by the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the matter to arbitration and the conduct of the arbitration thereof shall be under the auspices of the Thai Arbitration Institute.

24.2.3 The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.

24.2.4 Nothing in this article 24 shall be construed as prohibiting a PARTY from applying to a court for interim injunctive relief.

24.2.5 The commencement of dispute resolution proceedings shall not cause any stoppage or delay in the performance of the CONTRACT.

Article 25 - Personal Data Protection

25.1 The CONTRACTOR represents and warrants that:

- (a) the CONTRACTOR has complied and shall comply with the requirements of the APPLICABLE LAWS relating to personal data protection, including the Personal Data Protection Act, B.E. 2562 (2019) and interpretation thereof, as applicable to the PROCESSING of PERSONAL DATA (as amended, updated and/or replaced from time to time) ("**DATA PROTECTION LAWS**"), at all time, including but not limited to obligations with respect to security measures and confidentiality of PERSONAL DATA, in the performance of the CONTRACT;
- (b) prior to any disclosure of PERSONAL DATA to the COMPANY (if any), the CONTRACTOR has obtained all necessary consents, relied on appropriate legal basis and/or authorizations from all relevant DATA SUBJECTS to enable the COMPANY to PROCESS PERSONAL DATA lawfully and in accordance with the DATA PROTECTION LAWS for the purposes in relation to the performance of the CONTRACT; and
- (c) prior to any disclosure of PERSONAL DATA to the COMPANY (if any), the CONTRACTOR has provided all relevant DATA SUBJECTS with necessary fair information and/or notices in accordance with the DATA PROTECTION LAWS.

25.2 With respect to PERSONAL DATA collected, used and disclosed by the CONTRACTOR during the performance of the CONTRACT, the CONTRACTOR shall only collect, use and disclose PERSONAL DATA he receives from the COMPANY as necessary to fulfil his obligations under the CONTRACT and for no other purpose.

- 25.3 In addition to the above, the CONTRACTOR shall comply with the requirements specified in Exhibit G in case the CONTRACTOR is a DATA PROCESSOR and/or Exhibit H in case the CONTRACTOR is a DATA CONTROLLER, as applicable and as may be amended or updated from time to time.
- 25.4 The CONTRACTOR shall notify the COMPANY in writing immediately and in any event within forty eight (48) hours of becoming aware of any actual or suspected accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, or PROCESSING of or access to the PERSONAL DATA collected, transferred and/or received under this CONTRACT (the “**Incident**”). Such notice shall include reasonable details of the Incident, including without limitation to (i) a brief description in relation to the characteristics and categories of the PERSONAL DATA breach, the characteristic and number of DATA SUBJECT(S), or characteristics and number of records of PERSONAL DATA related to the Incident; (ii) name and contact details of the DATA PROTECTION OFFICER, or a person whom the DATA CONTROLLER assigned to coordinate the notification and provide further information; (iii) the likely impacts of the Incident; and (iv) the measures taken or proposed to be taken to address the Incident, including measures to mitigate possible adverse effects in respect of personnel, procedures, technology or other measures as necessary and appropriate. The CONTRACTOR shall cooperate fully with any investigation regarding the Incident and take all necessary measures to limit further unauthorized access to, disclosure of or unauthorized PROCESSING of the PERSONAL DATA collected, transferred and/or received under the CONTRACT in connection with the Incident.

If the CONTRACTOR is also a DATA CONTROLLER, the CONTRACTOR who experiences the Incident or causes the Incident to occur is responsible for notifying the supervisory authority of the Incident, and, where applicable, the affected DATA SUBJECT(S) if such notification is required by the DATA PROTECTION LAWS.

- 25.5 With respect to the collection, use and disclosure and/or cross-border transfer of the PERSONAL DATA, the COMPANY hereby inform the CONTRACTOR about the details of purposes and methods of such collection, use, disclosure, and/or cross-border transfer of the PERSONAL DATA, as well as the rights of the DATA SUBJECT(S), as detailed in the personal data protection notice for external parties which is accessible at “<https://statics.teams.cdn.office.net/evergreen-assets/safelinks/1/atp-safelinks.html>”. The CONTRACTOR hereby represents that he has read and fully understands the information specified in the personal data protection notice for external parties.
- 25.6 For avoidance of doubt, the CONTRACTOR’s obligations under this article 25 shall survive termination or expiry of the CONTRACT if the PERSONAL DATA is retained by the CONTRACTOR after the termination or expiry in accordance with the APPLICABLE LAWS and/or requirements under sub-article 25.3 above.

Article 26 – Miscellaneous Provisions

26.1 Entire Agreement

The CONTRACT contains the entire agreement between the PARTIES with respect to the performance of this CONTRACT and supersedes all previous oral and written agreements, representations, warranties, understandings and negotiations made between the PARTIES prior to the execution hereof.

26.2 Obligations of the PARTIES

The obligations of the PARTIES shall not be limited to those set out in the CONTRACT when APPLICABLE LAWS enforce other obligations, provided however that, as far as legally

permissible, the CONTRACT shall always take precedence over any APPLICABLE LAWS with which it conflicts or which is expressly excluded by the CONTRACT.

26.3 Waiver

A right created under the CONTRACT or at law may only be waived in writing, signed by the PARTY giving the waiver, and:

- (a) a PARTY's failure to enforce, or delay in enforcing, any of its/his rights under the CONTRACT shall not constitute a waiver of those rights;
- (b) a waiver of a right on one or more occasions shall not operate as a waiver of that right on other occasions; and
- (c) an exercise of a right shall not prevent any further exercise of that right or of any other right.

Notwithstanding the 3rd paragraph of Section 381 of Thai Civil and Commercial Code, the CONTRACTOR agrees that failure by the COMPANY to reserve its right for liquidated damages under the CONTRACT on acceptance of the SERVICES from the CONTRACTOR will not prejudice or affect COMPANY's right to claim such liquidated damages later.

26.4 Severability

If any provision (or part thereof) of, or pursuant to, this CONTRACT, is or becomes unlawful, void, or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

26.5 General Provision relating to Indemnities

Each indemnity under the CONTRACT is a continuing obligation, separate and independent from the other obligations of the PARTIES, and shall survive the termination or expiration of the CONTRACT.

26.6 Amendments

No amendment to the CONTRACT is valid unless made in writing and executed by the authorized representatives of the PARTIES.

26.7 Survival

Termination or expiration of the CONTRACT shall not release the PARTIES from obligations, which expressly or by their nature survive the termination or expiration of the CONTRACT.

Signature page is followed

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be executed by their duly authorized representatives on the date first above written.

For CONTRACTOR

For COMPANY

Signature:

Signature:.....

Name:

Name:

Position:

Position:.....

Witnessed by:

Witnessed by:

Signature:

Signature:.....

Name:

Name:

Position:

Position:.....

Annex 1

**Mutual Indemnity and Waiver of Recourse
Agreements**

Annex 1.A - Mutual Indemnity and Waiver of Recourse Agreement (Version for the CONTRACTOR)

Annex 1.B - Mutual Indemnity and Waiver of Recourse Agreement (Version for the
SUBCONTRACTOR)

Annex 1.A

Mutual Indemnity and Waiver of Recourse Agreement (Version for the CONTRACTOR)

Whereas (hereinafter referred to as “**COMPANY**”) has entered into the contract dated/...../..... with (hereinafter referred to as “**UNDERSIGNED PARTY**”) regarding the performance of the services for COMPANY’s operations in connection with, related to, or in support of (hereinafter referred to as “**OPERATIONS**”);

and whereas the COMPANY and the UNDERSIGNED PARTY may have entered into, or shall enter into, contracts or agreements with other contractors for the performance of services in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like mutual Agreements (all the signatories of such Agreements relating to the OPERATIONS being hereafter designated as “**SIGNATORIES**”);

and whereas the SIGNATORIES wish to organize their relationship in order to avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees.

Now, therefore, the UNDERSIGNED PARTY, in consideration of the reciprocal covenants of the other SIGNATORIES, agrees with them that:

1. The UNDERSIGNED PARTY shall indemnify, hold harmless, and waive all rights of recourse it may have against the other SIGNATORIES and their insurers for damage to or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any indirect or consequential losses resulting from such damage or loss even in case of negligence of another SIGNATORY.
2. The UNDERSIGNED PARTY shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.
3. The UNDERSIGNED PARTY waives all rights of recourse against and shall indemnify and hold the other SIGNATORIES and their insurers harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of its personnel and injuries to or disease or death of its personnel, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence of another SIGNATORY.
4. The UNDERSIGNED PARTY undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES and their insurers in accordance with the provisions of this Agreement governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.
5. Notwithstanding paragraphs 1, 2 and 3, in the event any property of the UNDERSIGNED PARTY or of its personnel is lost or damaged in the course of transportation by aircraft or in the event of injury to or disease or death of its personnel on board the aircraft or in the course of any of the operations of embarking or disembarking and a SIGNATORY is the carrier, the UNDERSIGNED PARTY shall be entitled to compensation from such SIGNATORY in accordance with applicable national law or international conventions.

6. The UNDERSIGNED PARTY shall, except with prior written approval of the COMPANY, have those of its subcontractors who are involved in the OPERATIONS to become SIGNATORIES and shall forthwith furnish the COMPANY with the original counterpart of a Mutual Indemnity and Waiver of Recourse Agreement (Version for the SUBCONTRACTOR) executed by its subcontractors.
7. This Agreement shall enure to the benefit of and become binding upon the UNDERSIGNED PARTY as to any other SIGNATORY upon the later of the date of execution by the UNDERSIGNED PARTY of a counterpart hereof and the date of execution of a counterpart of a Mutual Indemnity and Waiver of Recourse Agreement by such other SIGNATORY.

Conversely this Agreement shall be binding upon the UNDERSIGNED PARTY only with respect to contractors and subcontractors who have become SIGNATORIES prior to the occurrence giving rise to a claim.
8. Any contractor, consultant or subcontractor, etc., performing services for the COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart of a Mutual Indemnity and Waiver of Recourse Agreement which shall govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with the COMPANY.
9. This Agreement may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.
10. The performance and the interpretation of this Agreement shall be governed by the laws of Thailand.

This Agreement is entered into this day of

Signed for the UNDERSIGNED PARTY by

Witnessed for the COMPANY by

Signature:

Signature:.....

Name:

Name:

Position

Position.....

Annex 1.B

Mutual Indemnity and Waiver of Recourse Agreement (Version for SUBCONTRACTOR)

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

and whereas the CONTRACTOR has subcontracted wholly or partly the performance of such services to (hereinafter referred to as “**UNDERSIGNED PARTY**”);

and whereas the COMPANY, the CONTRACTOR, and the UNDERSIGNED PARTY may have entered into contracts or agreements with other contractors for the performance of services in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like mutual Agreements (all the signatories of such Agreements relating to the OPERATIONS being hereafter designated as “**SIGNATORIES**”);

and whereas the SIGNATORIES wish to organize their relationship in order to avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

Now, therefore, the UNDERSIGNED PARTY, in consideration of the reciprocal covenants of the other SIGNATORIES, agrees with them that:

1. The UNDERSIGNED PARTY shall indemnify, hold harmless, and waive all rights of recourse it may have against the other SIGNATORIES and their insurers for damage to or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any indirect or consequential losses resulting from such damage or loss even in case of negligence of another SIGNATORY.
2. The UNDERSIGNED PARTY shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.
3. The UNDERSIGNED PARTY waives all rights of recourse against and shall indemnify and hold the other SIGNATORIES and their insurers harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of its personnel and injuries to or disease or death of its personnel, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence of another SIGNATORY.
4. The UNDERSIGNED PARTY undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES and their insurers in accordance with the provisions of this Agreement governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.

5.

Notwithstanding paragraphs 1, 2 and 3, in the event any property of the UNDERSIGNED PARTY or of its personnel is lost or damaged in the course of transportation by aircraft or in the event of injury to or disease or death of its personnel on board the aircraft or in the course of any of the operations of embarking or disembarking and a SIGNATORY is the carrier, the UNDERSIGNED PARTY shall be entitled to compensation from such SIGNATORY in accordance with applicable national law or international conventions.
6.

The UNDERSIGNED PARTY shall, except with specific written approval of the COMPANY, have those of its subcontractors who are involved in the OPERATIONS to become SIGNATORIES and shall forthwith furnish the COMPANY with the original counterpart of a Mutual Indemnity and Waiver of Recourse Agreement (Version for the SUBCONTRACTOR) executed by its subcontractors.
7.

This Agreement shall enure to the benefit of and become binding upon the UNDERSIGNED PARTY as to any other SIGNATORY upon the later of the date of execution by the UNDERSIGNED PARTY of a counterpart hereof and the date of execution of a counterpart of a Mutual Indemnity and Waiver of Recourse Agreement by such other SIGNATORY.

Conversely this Agreement shall be binding upon the UNDERSIGNED PARTY only with respect to contractors and subcontractors who have become SIGNATORIES prior to the occurrence giving rise to a claim.
8.

Any contractor, consultant or subcontractor, etc., performing services for the COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart of a Mutual Indemnity and Waiver of Recourse Agreement which shall govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with the COMPANY.
9.

This Agreement may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.
10.

The performance and the interpretation of this Agreement shall be governed by the laws of Thailand.

This Agreement is entered into this day of

Signed for the UNDERSIGNED PARTY by	Witnessed for the CONTRACTOR by
Signature:	Signature:
Name:	Name:
Position	Position

Annex 2

Form of Bank Guarantee

Annex 2 Form of Bank Guarantee

- I. We, the Undersigned (1) (hereinafter referred to as “**GUARANTOR**”), established at (2) represented by (3), have taken notice of the Contract No. (4) ((5)) effective on the (6) day of 20... (hereinafter referred as “**CONTRACT**”), between (7), a company registered under the laws of Thailand, with its registered office at Energy Complex Building A, Floors 19-36, 555/1 Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand (hereinafter referred to as “**COMPANY**”) and (8), a company registered under the laws of, whose registered office is at (9), (hereinafter referred to as “**CONTRACTOR**”).
- II. The GUARANTOR hereby irrevocably guarantees that in the event of any default or failure on the part of the CONTRACTOR to abide by its obligations, indemnities and liabilities under the CONTRACT, the GUARANTOR undertakes on behalf of the CONTRACTOR to pay to the COMPANY any sum or sums not exceeding This guarantee is given at the request of the CONTRACTOR made to the GUARANTOR in accordance with the CONTRACT.
- III. Each demand by the COMPANY for payment under this guarantee shall be made in writing (including telex or cable) to the following address:
- (10),
.....,
.....
- The GUARANTOR shall promptly notify the COMPANY of any change in the above address.
- IV. Each demand under paragraph III above shall indicate the breach of the CONTRACTOR’s obligations under the CONTRACT or the CONTRACTOR’s failure to fulfil any obligations, indemnities or liability arising out of, or in connection with, the CONTRACT.
- V. The GUARANTOR shall make payment hereunder on the COMPANY’s demand within fifteen (15) days after the date of receipt of the COMPANY’s demand., The obligation of the GUARANTOR under this guarantee includes a guarantee of payment and not of collection.
- VI. The amount of this guarantee as established pursuant to paragraph II above shall be reduced by the amount of any payments made by the GUARANTOR to the COMPANY hereunder.
- VII. No alteration in the terms of the CONTRACT made by agreement between the CONTRACTOR and the COMPANY nor any failure by the COMPANY to insist on proper performance of the CONTRACT or to pursue all remedies available to it against the CONTRACTOR shall in any way release the GUARANTOR from all or any part of its liabilities under this guarantee.
- VIII. This guarantee shall remain valid from the EFFECTIVE DATE of the CONTRACT until [the date the performance of the CONTRACT is completed (including the warranty period for SERVICES, if any) plus one hundred and twenty (120) days] (hereinafter referred as “**EXPIRY DATE**”). For the avoidance of doubt, if for any reason the duration of the CONTRACT should extend beyond this EXPIRY DATE, the GUARANTOR agrees on the request of the COMPANY or the CONTRACTOR to extend the validity of this guarantee accordingly.
- IX. This guarantee shall be interpreted in accordance with the laws of the Kingdom of Thailand.
- X. The GUARANTOR represents that this guarantee has been established in such forms and with such content that it is fully and freely enforceable against the GUARANTOR in the manner provided in all paragraphs above.

XI. The benefit of this Bank Guarantee may be assigned by the COMPANY.

XII. If any provision (or part thereof) of, or pursuant to, this guarantee, is or become unlawful, void, or unenforceable, the legality, validity or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

(Date)

(Common Seal of Signature of the GUARANTOR or such other formality as may be required under the law to render a unilateral promise binding on the GUARANTOR).

- (1) Name of the bank proposed by CONTRACTOR and approved by COMPANY
- (2) GUARANTOR's address
- (3) GUARANTOR's authorized representative
- (4) CONTRACT's number
- (5) CONTRACT's title
- (6) Effective date of the CONTRACT
- (7) Name of COMPANY
- (8) Name of CONTRACTOR
- (9) CONTRACTOR's address
- (10) Bank address for notices

Annex 3

**Form of SERVICE RELEASE ORDER
(SRO)**

Annex 3

Form of SERVICE RELEASE ORDER (SRO)

Exhibit A
Scope of SERVICES

Exhibit A**Scope of SERVICES**

CONTRACTOR shall provide the provision of offshore Plugging and Abandonment (P&A) services for offshore operations including but not limited to mobilize, installation, design, preparation, operation, reporting, provision of necessary licenses (if requires), provision of CONTRACTOR's base, maintenance and modification services, CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL for the performance of SERVICES as specified in this CONTRACT at highest professional deliverable efficiency in compliance with COMPANY's related policies and standards, under supervision of COMPANY REPRESENTATIVE at WORKSITE during the CONTRACT duration.

Throughout the CONTRACT duration, the estimated workload for Plugging and Abandonment services Phase 2 is listed in the table below. However, this estimated requirement shall not create any contractual obligations between the PARTIES. **COMPANY does not commit to meet these estimated workloads**, and CONTRACTOR shall have no rights to complain if COMPANY's actual consumption is less than the estimated workload.

Table 1: Estimated Workload

Description	Estimated Quantity	UOM	Remark
Call-off campaign	~3	campaigns	subject to drilling sequence, monsoon conditions, and barge availability, etc.
Wellhead platform (WHP)	~57	platforms	
P&A Phase 1	~57	wells	
P&A Phase 2	~500	wells	
- 3-string full P&A.	~240	wells	
- 3-string partial P&A	~190	wells	
- 4-string P&A or others	~70	wells	
Offshore portable modular crane	~6	platforms	subject to COMPANY's request, on a pay-per-use, call-off basis.

SERVICES of this CONTRACT shall be performed by "call-off" basis (as when as required by COMPANY). COMPANY shall not have any obligations to guarantee either explicit or implicit for any work programs, period of SERVICES for such call-off or work volumes during CONTRACT duration. Nothing in this CONTRACT should be construed by giving CONTRACTOR an exclusive right to all such SERVICES. Also, COMPANY maintains right to terminate all, or any part of any "call-off".

For the performance of SERVICES, COMPANY is entitled to and CONTRACTOR is obligated to provide CONTRACTOR EQUIPMENT which fully complied with SPECIFICATIONS indicated in

Exhibit A and D, and CONTRACTOR PERSONNEL as per specified quantity and qualification in Exhibit C.

In addition, PARTIES shall understand that the term CONTRACTOR EQUIPMENT will henceforth be referred to as the **P&A UNIT**. This encompasses all equipment required to provide SERVICES within the scope of the CONTRACT as specified in Exhibits A and D. This includes, but is not limited to, a Hydraulic Workover Unit (HWOU), an Offshore Portable Modular Crane, and a Slickline Unit.

1. COMMENCEMENT DATE

CONTRACTOR shall be ready to commence the SERVICES for the no later than **8 months** after the EFFECTIVE DATE and subjected to the written notification from COMPANY. The first COMMENCEMENT DATE is tentatively to occur in **January 2026**. Please note that the first COMMENCEMENT DATE is subjected to change and depend solely on the discretion of the COMPANY.

For the first and subsequent mobilization(s) of the P&A UNIT, the COMMENCEMENT DATE shall be notified by written **2 months** in advance, prior to commencing the SERVICES.

2. MOBILIZATION and DEMOBILIZATION POINT

- MOBILIZATION POINT shall be at PSB Songkhla's Jetty or COMPANY's Heliport in Songkhla or any location as instructed by COMPANY.
- DEMOBILIZATION POINT shall be at PSB Songkhla's Jetty or COMPANY's Heliport in Songkhla or any location as instructed by COMPANY.

3. Commissioning test and acceptance-test of CONTRACTOR EQUIPMENT

As aforementioned details of COMMENCEMENT DATE in clause 1, prior to commence the commissioning test of CONTRACTOR EQUIPMENT at CONTRACTOR's base, CONTRACTOR shall submit COMPANY the following documents;

- At least two (2) weeks for advance notification to inform COMPANY the exact date of first commissioning test; and
- After EFFECTIVE DATE of CONTRACT, the **bi-weekly** progressive report is required to inform COMPANY the status of CONTRACTOR EQUIPMENT.

CONTRACTOR is obliged to undertake function and pressure tests on the P&A UNIT at the CONTRACTOR's base, before the arrival of the COMPANY REPRESENTATIVE or COMPANY's third-party inspector to avert any possible malfunctions. These tests may include, but are not limited to, the following:

- Function and pressure testing to low/full rated pressures.
- Performance testing to verify hydraulic horsepower on all pumps.
- Function testing on rig up, rig down and skidding from the well to well.
- Conducting a circulation test with a mud pump through the system.
- Reviewing the maintenance program.
- Certification of explosion proof equipment in hazardous areas.
- Certification of lifting equipment NDT inspection.

- Certification of equipment, COC, DOC, and adherence to COMPANY regulations.
- Any other appropriate tests deemed reasonable by the COMPANY REPRESENTATIVE.

Once the COMPANY REPRESENTATIVE or COMPANY's third-party inspector arrives, the CONTRACTOR shall conduct another commissioning test. The commissioning test shall be carried out in accordance with COMPANY's requirements, standards, and procedures. After COMPANY approves the commissioning test results, the CONTRACTOR may mobilize the CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL to the MOBILIZATION POINT to commence the SERVICES.

It shall be agreed by PARTIES that the costs and expenses (e.g., COMPANY's third-party inspection cost (if any), travelling, accommodation, and meal) incurred on COMPANY REPRESENTATIVE for any scheduled commissioning test(s) and/or inspection test(s) required by COMPANY shall be at COMPANY's account. **However, all costs and expenses incurred for any re-commissioning test(s) and/or re-inspection test(s) due to failure result or any non-conformity to the CONTRACT's requirement shall be at CONTRACTOR's account.**

Notwithstanding the progress of the mobilization, commissioning test, and/or acceptance test. It is CONTRACTOR's sole responsibility to ensure that the ACTUAL COMMENCEMENT DATE is no later than the specified COMMENCEMENT DATE. And the final approval for result of any commissioning test(s) and acceptance-test(s) shall be at COMPANY's sole discretion.

4. CONTRACTOR's base

- 1) Throughout the OPERATIONAL PERIOD, CONTRACTOR's base shall be located in Songkhla.
- 2) To simplify matters, COMPANY prefers that the CONTRACTOR's base be situated in a single area, preferably in close proximity to MOBILIZATION POINT
- 3) CONTRACTOR shall provide, maintain and operate the facilities for the SERVICES, as defined herein, at sole cost of CONTRACTOR. CONTRACTOR's base shall have sufficient area to store all CONTRACTOR EQUIPMENT.
- 4) CONTRACTOR's base shall have appropriate waste management system.
- 5) For commissioning test of CONTRACTOR's base, CONTRACTOR shall send at least **two (2) weeks** advance notice to COMPANY prior to the scheduled commissioning test set by CONTRACTOR.
- 6) The sole cost to provide, maintain, and operate CONTRACTOR's entire infrastructure required to support COMPANY's operations is for CONTRACTOR's full account only.
- 7) CONTRACTOR shall immediately begin the setup of infrastructure upon the EFFECTIVE DATE and shall be ready to provide SERVICES on the COMMENCEMENT DATE of the CONTRACT. Failure of the CONTRACTOR to commence operations by the COMMENCEMENT DATE shall activate the liquidated damages contained in the CONTRACT and/ or at laws.
- 8) CONTRACTOR shall have a Thailand formalities department to deal with movement of CONTRACTOR PERSONNEL and government compliance.
- 9) CONTRACTOR shall have a safety department to facilitate SSHE compliance.
- 10) CONTRACTOR shall have a cement laboratory located in Thailand.
- 11) CONTRACTOR shall coordinate sample taking and delivery of cement/blend, water and additives for lab testing at sole cost of CONTRACTOR.

- 12) COMPANY shall reserve its right to audit the CONTRACTOR's base without prior notification at any time during the OPERATIONAL PERIOD.

5. Scope of SERVICES

SERVICES shall consist of **Plugging and Abandonment Services**, which represent the primary scope of this CONTRACT. CONTRACTOR shall provide a P&A UNIT to perform SERVICES for Phase 2, without outsourcing major SERVICES to a THIRD PARTY.

CONTRACTOR shall be capable of performing SERVICES (Plugging and Abandonment Services), including, but not limited to, the following scopes of SERVICES:

- 1) CONTRACTOR shall be ready to provide SERVICES at WORKSITE and undertake Plugging and Abandonment operations in support of COMPANY's operations area in Gulf of Thailand
- 2) For the performance of SERVICES, CONTRACTOR shall provide as following list;
 - a. CONTRACTOR EQUIPMENT, consumable, spare part, its components and tools which meet to the SPECIFICATIONS and quantity as defined herein Exhibits A, D, and its attachments of CONTRACT.
 - b. CONTRACTOR PERSONNEL which meet to the qualification and quantity as defined herein Exhibits C, and its attachments.
 - c. Chemical for cementing additives and workover fluid according to Exhibit A
- 3) To commence SERVICES on each COMMENCEMENT DATE, CONTRACTOR shall be responsible to deliver and transport CONTRACTOR EQUIPMENT, CONTRACTOR PERSONNEL, and all required spare part, tools, Chemical of cementing additive, chemical of workover fluids to MOBILIZATION POINT including transportation from DEMOBILIZATION POINT after each COMPLETION DATE.
- 4) CONTRACTOR shall be able to provide MSDS in both Thai and English for all chemical usage or supplied by CONTRACTOR.
- 5) In addition, CONTRACTOR shall provide certified lifting gear, transportation baskets, skid units, spreader bars (as necessary) for all transportation of CONTRACTOR EQUIPMENT between onshore and offshore locations with its specification shall meet or exceed to API RP 2D (Operation and Maintenance of Offshore Cranes) or API 9A (Specification for Wire Rope) and COMPANY lifting guideline.
- 6) CONTRACTOR shall provide a slickline unit to provide SERVICES related to P&A Phase 1.
- 7) CONTRACTOR must provide other downhole tools required to conduct SERVICES under the scope of the CONTRACT, including but not limited to downhole cutters and fishing tools for all casing and tubing, and conductor sizes, cement retainers, and their running tools.
- 8) CONTRACTOR must provide all the handling tools for managing Wellhead, casing, tubular, and conductor handling services, including but not limited to steel lifting pins and dual pin drills.

- 9) CONTRACTOR must provide tools for cutting casing, tubing, and conductors or wellheads, either with cold cutting saws or cutting torches.
- 10) CONTRACTOR must provide tools to detect mercury and sufficient PPE for checking mercury. This shall be included in the base scope. However, if mercury is found, COMPANY will request additional SERVICES, where CONTRACTOR shall be able to provide the SERVICES or subcontract out, to handle mercury. This shall be mutually agreed upon in the scope of work letter.
- 11) CONTRACTOR shall provide sea-fastening SERVICES on CONTRACTOR's own equipment. This SERVICES might be conducted by the barge's owner or the CONTRACTOR subject to mutual agreement, but the cost of this shall be included in the base scope.
- 12) CONTRACTOR shall provide personnel to operate the COMPANY's platform crane.
- 13) CONTRACTOR shall be capable of rigging up CONTRACTOR EQUIPMENT on the Wellhead Platform skid beams using the platform's crane (SWL is 27k lbs.).
- 14) CONTRACTOR shall provide an offshore portable modular crane at any time upon COMPANY's request.
- 15) CONTRACTOR shall provide the list of all CONTRACTOR EQUIPMENT available, including the CONTRACTOR EQUIPMENT requested in Exhibit A and D based on IADC standard equipment list format.
- 16) The P&A UNIT and its BOP shall be assembled and left in conditions of fully operational mode for next well i.e., skidding P&A UNIT assembled from well slot to slot.
- 17) CONTRACTOR shall also provide the fully detailed drawings of CONTRACTOR EQUIPMENT by giving all dimensions of all component parts, physical properties, and operating limits of all CONTRACTOR EQUIPMENT upon COMPANY's request. Existing or new built P&A UNIT engineering design validation to be provided.
- 18) One copy of aforementioned document shall always be available at the WORKSITE and at COMPANY's Bangkok office. Bottom hole assembly string (All tools running in the hole) drawings are to be fishing drawings showing fishing dimensions and details.
- 19) CONTRACTOR shall be able to provide fully detailed drawings, dimensions, SPECIFICATIONS and component age for all CONTRACTOR EQUIPMENT including a full rig inspection report, DROPS object survey, and compliance report certified by COMPANY's appointed third party inspection.
- 20) CONTRACTOR shall be able to provide standard procedures, details engineering, installation QA/QC plan, and API certification of all CONTRACTOR EQUIPMENT.
- 21) CONTRACTOR shall provide previous experience related to running specifically Plugging and Abandonment operations with a P&A UNIT. CONTRACTOR shall provide example offshore P&A post job report, actual job, well completion schematics and operations timeline/report.

- 22) CONTRACTOR shall have his web-based knowledge for recording and accessing technical information, best practices, and planned maintenance information.
- 23) COMPANY shall be responsible to provide barge's crane for initial offloading of CONTRACTOR EQUIPMENT from barge to platform deck.
- 24) Detailed specifications of platform shall be provided by COMPANY to CONTRACTOR before commencement SERVICES in each specified WORKSITE.
- 25) CONTRACTOR shall provide the list of additional available equipment and services which is not listed in Exhibits, but it is part of the standard CONTRACTOR's price list. The proposed list shall become applicable if any additional or supplementary services and/or equipment is requested by COMPANY.
- 26) CONTRACTOR shall provide platform layout drawing showing CONTRACTOR EQUIPMENT on each well, show Skid Beam Spacing / reachable slots regarding any rotation of P&A UNIT or pipe laydown area, ensure that all slots can be accessed and describe any limitation foreseen. COMPANY shall also provide platform drawing (structural drawing) and a sample of barge drawing to CONTRACTOR (document .dwg is preferable).
- 27) CONTRACTOR shall provide standard load out lists and lift plan, CONTRACTOR EQUIPMENT lay out on platforms and CONTRACTOR EQUIPMENT layout on barge to COMPANY.
- 28) The design and fabrication of the P&A UNIT shall be in accordance with the general data information given in Exhibit A and D, CONTRACTOR's engineering dossier and operating manual as revised and agreed by COMPANY. These documents shall be submitted to COMPANY and updated every time there are changes in the engineering designs.
- 29) All CONTRACTOR EQUIPMENT shall be owned and operated by CONTRACTOR. In the event that THIRD PARTY's equipment is used as part of CONTRACTOR's standard business practices, CONTRACTOR shall notify COMPANY in written notification in advance prior such equipment being shipped to the WORKSITE.
- 30) Prior mobilization THIRD PARTY's equipment shall be accepted by COMPANY if it has been designed and manufactured to specifications that meet or exceed CONTRACTOR's SPECIFICATIONS and has been inspected as per CONTRACTOR's inspection program.
- 31) Slickline Unit and its CONTRACTOR PERSONNEL shall be provided as specified in Exhibit D and shall be included equipment, tools, personnel, consumable, spare parts as specified.
- 32) CONTRACTOR shall provide Logistics and Material Coordinator and Administrative Officer at COMPANY's PSB Songkhla
- 33) For performance of cementing job which is a part of SERVICES for both Phase 1 and Phase 2, CONTRACTOR shall provide laboratory for formulate, design and test cement slurry to meet API standard and COMPANY specifications including provide the equipment to handle return fluid from working well and able to pump back to sea-line.

- 34) CONTRACTOR shall provide a written description of the “Rig-up and Tear-out Procedures” for providing CONTRACTOR EQUIPMENT related to the CONTRACT and provide an estimated timeline, resources, lifting plan and cost required. CONTRACTOR shall be responsible for the cost of this SERVICES as well as supervising the Rig-up and Tear-out and where applicable identify unit costs. Prior to performing SERVICES, COMPANY REPRESENTATIVE must approve all changes that would necessitate overspending this estimate.
- 35) CONTRACTOR shall provide certified Personal Basket Billy Pugh at least 4 to maximum at 8 passengers, it shall be rigid type equipped with quick release safety lanyards or FROG type or agreed by COMPANY.
- 36) CONTRACTOR shall provide the fishing service related to the P&A Operation with adequate Fishing tools and equipment according Exhibit D, clause 4.
- 37) CONTRACTOR shall provide offline services at all times, including but not limited to wellhead removal (whether hot work or cold work), casing or conductor cutting, Phase 1 operations, slickline operations, piping work, pumping, and circulation, in parallel with the main P&A operation, whether the main P&A operation is charged on a lump sum or day rate basis. CONTRACTOR shall perform offline operations to maximize efficiency whenever opportunities arise, with exceptions only for technical limitations or when performing the operations separately would result in a faster overall completion time, as agreed upon by the COMPANY REPRESENTATIVE.
- 38) It is CONTRACTOR’s responsibility to ensure the continuous availability of CONTRACTOR PERSONNEL, CONTRACTOR EQUIPMENT, and materials to meet COMPANY’s needs, to minimize interruption to SERVICES or COMPANY’s operations. It is the responsibility of CONTRACTOR to liaise with COMPANY on a continuous basis and to ensure that CONTRACTOR shall at all times be aware of COMPANY’s operational plans and schedules and their consequences with respect to SERVICES. COMPANY shall not reimburse any costs incurred by CONTRACTOR as a result of CONTRACTOR’s failure to liaise with COMPANY or to act in a timely manner to meet COMPANY’s requirements.
- 39) COMPANY shall provide all reasonable and appropriate information requested by CONTRACTOR, which CONTRACTOR considers necessary for the performance of SERVICES
- 40) With particular reference to CONTRACTOR EQUIPMENT, CONTRACTOR shall instigate regular meetings with COMPANY to ensure local inventory of CONTRACTOR EQUIPMENT and his plans for adjustments to that inventory meet with COMPANY’s operational requirements. The management and control of CONTRACTOR EQUIPMENT and other rental material inventory shall be the sole responsibility of CONTRACTOR.

6. Operation Execution Under Lump Sum Concept

Provision of Offshore Plug and Abandonment Services for Phase 2 is designed based on trust between the COMPANY and the CONTRACTOR, adopting a lump sum concept. Under this concept, the

CONTRACTOR will assume greater accountability in the well plugging and abandonment process, providing an incentive for achieving high efficiency in operation. Below are the key points to be addressed:

➤ ***Scope of Lump Sum Concept:***

As outlined in the operation steps detailed in Attachment 1 of Exhibit A, the Lump Sum Concept will apply to operations that meet the following criteria:

- Rig Up and Rig Down Operations
- P&A Operations on Well Type A
- P&A Operations on Well Type B
- P&A Operations on Well Type C

For operations that do not align with the criteria mentioned above, COMPANY REPRESENTATIVE will assume the role of supervisor to oversee the operations, and the Lump Sum Concept will not be applied.

However, in some cases, operations may align with the Lump Sum criteria mentioned above, but **the decision to not apply the Lump Sum Concept will be solely at the discretion of the COMPANY**, subject to prior notice being given to the CONTRACTOR before commencing operations on each particular well.

➤ ***The minimum role of the CONTRACTOR for Lump Sum Concept***

- 1) CONTRACTOR shall coordinate with COMPANY to issue the WELL PROGRAM, based on the well plugging and abandonment proposal provide by the COMPANY.
- 2) CONTRACTOR will issue the detailed work instructions, based on WELL PROGRAM
- 3) CONTRACTOR shall provide and manage all the selected SERVICES as its equipment and personnel, for the plugging and abandonment as per the WELL PROGRAM approved by COMPANY.
- 4) CONTRACTOR will manage and supervise all the CONTRACTOR services for the plugging and abandonment operation at the rig site, to ensure safe and efficiently operation, and meet with the COMPANY Exhibit F.7 P&A Jobs Deliverables
- 5) CONTRACTOR must manage the operational risk and take the accountability of the consequences.
- 6) CONTRACTOR shall be responsible for the input and reports of the plugging and abandonment.
- 7) CONTRACTOR shall be encouraged to look for new technology or more efficient way to construct the wells safely at lower well cost. Nevertheless, COMPANY and CONTRACTOR must discuss and assess them prior to bringing to trial or use.

➤ ***Compensation and Performance Target:***

- 1) CONTRACTOR shall be compensated in the calculated lump sum by well for the work as per the WELL PROGRAM approved by COMPANY.
- 2) CONTRACTOR shall be compensated in the calculated lump sum by platform for rigging up and rigging down activities.

- 3) CONTRACTOR shall abandon the wells as per the WELL PROGRAM in the safest and the most efficient manner.
- 4) CONTRACTOR shall be responsible for arranging and managing all the resources under the CONTRACTOR contract, include the necessary equipment and qualified personnel.

Scope of Lump Sum	Yearly Performance Target			UOM
	2026	2027	2028 onwards	
P&A Operations on Well Type A 3-string full P&A for decommissioning	1.65	1.55	1.45	days per well
P&A Operations on Well Type B 3-string full P&A for reuse the slot	1.90	1.80	1.70	days per well
P&A Operations on Well Type C 3-string partial P&A for reuse the slot	1.90	1.80	1.70	days per well
R/U and R/D the HWOU	3.45	3.40	3.35	days per platform

Failure to meet the Performance Target set out above will be subjected to a financial penalty specified in Exhibit B

Following the first ACTUAL COMMENCEMENT DATE by three-month or after completing jobs for the first four Wellhead Platforms (WHPs), whichever occurs last. COMPANY will refer to this period as a **Learning Period** and will deem CONTRACTOR's **Learning Period** as complete.

Should the CONTRACTOR fail to meet the Performance Target after the **Learning Period**, such failure will be considered a default by the CONTRACTOR. COMPANY will provide a warning letter and allow a three-month period as a fair chance for the CONTRACTOR to address and improve its performance, referred to as the **Rectification Period**.

If, after the **Rectification Period**, the CONTRACTOR still fails to meet the Performance Target, COMPANY reserves all rights available under the CONTRACT and/or at law.

CONTRACTOR shall always ensure that the performance of SERVICES achieves or exceeds the Performance Target.

➤ **Operational Risk Accountability:**

COMPANY will assume responsibility for unforeseen and unavoidable risks that exceed those anticipated by the highly skilled and experienced CONTRACTOR who has adhered to good oil and gas field and engineering practices. To ensure that operations are conducted both safely and efficiently, COMPANY will offer support and coordination to the CONTRACTOR. As part of the Lump Sum Concept, COMPANY will manage any unforeseen and unavoidable risks, including:

- Issues with lost circulation
- Well integrity issues and residual pressure in annuli.

- Issues related to the difficulty of retrieving COMPANY's wellhead components that require CONTRACTOR to take more time than usual to address (more than 5 hours per well)
- Wait on weather (WOW)
- Any NPT, standby, or delays caused by COMPANY or COMPANY's 3rd party e.g., barge.

Responsibility for other risks in P&A operations will fall to the CONTRACTOR. Examples of such risks include, but are not limited to:

- Difficulty in breaking out and laying down pipe due to marine growth, corrosion, or scale.
- Challenges in cutting and retrieving casing, resulting in additional attempts. (The first and second attempts, if any, are included in the lump sum scope; the third attempt onwards will be the COMPANY's responsibility.)
- Risks associated with cement retainer setting when the casing inner wall might not be clean due to the elimination of casing scraper runs.
- Risk of CONTRACTOR's downhole tools and equipment failure during operations, leading to delays and additional runs.
- Complications in using tools with combined objectives, e.g., cut and pull, set cement retainer and cut, where high experience might be required.
- Difficulty in fishing for tubing or casing that was cut by the CONTRACTOR.
- Any NPT, standby, or delays caused by CONTRACTOR or CONTRACTOR's 3rd party.

Nevertheless, if it cannot be demonstrated, or it is not considered worthwhile to prove, that a failure was caused by the CONTRACTOR, COMPANY may assume such risk, subject to mutual agreement by both PARTIES, provided it is established that the failure did not result from CONTRACTOR's negligence.

7. Quality Control and Assurance Programs

Referred to Exhibit F.5 Products and Services Quality Specification

8. Transportation and Logistic

Unless otherwise specified in the CONTRACT, it is agreed between the PARTIES that:

- 1) Transportation of CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL to MOBILIZATION POINT or from DEMOBILIZATION POINT shall be CONTRACTOR responsibility.
- 2) Any trucks and related loading and documentation provided by the CONTRACTOR shall meet all local transportation regulations and custom requirements. COMPANY may refuse to load or unload CONTRACTOR supplied trucks if deemed unsuitable. There shall be no any charges by CONTRACTOR to COMPANY for any lost time or CONTRACTOR EQUIPMENT rentals due to inappropriate CONTRACTOR supplied trucks.
- 3) COMPANY shall normally only receive loads that are properly packaged and ticketed and have all necessary paperwork in hand, including Material Safety Data Sheets (MSDS) of chemical. Loads that are not properly documented or loads that are found to be improperly packaged may be immediately returned to CONTRACTOR at CONTRACTOR's expense. Proper packaging

is defined as full compliance with COMPANY's SSHE guidelines. For chemical materials, properly packaged includes no water damage.

- 4) COMPANY maintains supply barges as deemed necessary to support their operations, which shall operate between WORKSITE and MOBILIZATION POINT, or any other designated supply base. These supply barges operate at no cost to CONTRACTOR.
- 5) Adequate weather protection of any items, CONTRACTOR EQUIPMENT during transportation is the responsibility of CONTRACTOR and to CONTRACTOR's account.
- 6) Transportation of CONTRACTOR EQUIPMENT between WORKSITE is to COMPANY's account.

9. Best Practices, Standard Operating Procedures, and Bridging Documents

- 1) It is CONTRACTOR's responsibility to ensure that his operating procedures are in compliance with CONTRACTOR's and COMPANY's Operations Management System requirements, Best Practices, and Standard Operating Procedures for SERVICES covered by this CONTRACT.
- 2) CONTRACTOR shall at a minimum provide the level of SERVICES specified in both CONTRACTOR's and COMPANY's Best Practices and Standard Operating Procedures and the cost of providing inspections, reports, engineering work, etc. as specified within the Best Practices and Standard Operating Procedures are to be borne by CONTRACTOR unless specifically defined elsewhere within this CONTRACT.
- 3) COMPANY's Best Practices and Standard Operating Procedures may be modified or developed or enhanced during the term of this CONTRACT. Changes to the Best Practices or Standard Operating Procedures shall be reviewed as part of the continuous improvement efforts of the CONTRACTOR Management Program.
- 4) CONTRACTOR shall provide examples of Best Practices and Standard Operating Procedures (SOP), operating manuals, standard, emergency response, SSHE (JSA) documents related to all SERVICES activities documented and valid date.
- 5) CONTRACTOR shall provide examples standard Rig up/Rig down operation procedures, operating manuals documented, lifting plan and valid date.
- 6) CONTRACTOR shall provide examples of standard Well Control procedures, Kick Drill response documents and valid date.
- 7) CONTRACTOR shall provide example of previous support Barge & P&A UNIT on Wellhead platform layout and pumping setup drawings / pictures.
- 8) CONTRACTOR shall provide H2S safety procedures.
- 9) CONTRACTOR shall provide Blow-Out Contingency plans.
Note: COMPANY shall validate and approve all ERP used at the site (bridging document).

- 10) All equipment must comply with API and ISO Standards, specifically API RP 54 (Recommended Practice for Occupational Safety and Health for Oil and Gas).

10. **Reports**

- 1) CONTRACTOR shall use standardized software (IADC format) for generating daily operation reports. The post job report shall be in the form as agreed between COMPANY and CONTRACTOR.
- 2) CONTRACTOR shall cooperate with all reasonable requests to provide COMPANY with information, data and daily/weekly/monthly reports to monitor CONTRACTOR's performance.
- 3) WORKSITE daily operation report (IADC format): CONTRACTOR shall be required to furnish a copy of daily operation report (IADC format). The daily operation report (IADC format) must include, as a minimum, the data or information listed below.
 - Location identification giving times and dates of SERVICES, well name, field and rig name. P&A UNIT console trip in / out weights, pipe running speeds, and all pumping parameters during standard well operations
 - Job identification giving relevant depth (casing and/or hole), tool string components designations, lengths, ODs, and serial numbers, layman's description of SERVICES and stating the purpose of the job.
 - Names and job titles of all CONTRACTOR's PERSONNEL providing SERVICES.
 - Separate report for any malfunctions of CONTRACTOR EQUIPMENT and/or job and reason(s) thereof.
 - Record all Non Productive Time (NPT) in daily operation report.
 - List of any non-operational EQUIPMENT or EQUIPMENT not operating at 100% of capacity to be added in the daily reports.
 - Itemized cost breakdown correlative to commercial terms in Exhibit B, including all costs to be invoiced to COMPANY.
 - Any other items deemed applicable to the project by COMPANY.
 - An excel spread sheet format containing daily operational time breakdown with contract rates and monthly summary of the daily spread sheet.
 - Separate report for any accident and incident report generated on the project including all CONTRACTOR safety meeting minutes.
- 4) Superintendent required to generate daily written work instructions for P&A UNIT's Supervisor, Jack Operator, Pump man and copy to COMPANY REPRESENTATIVE.
- 5) End of Well Report: An End of Well Report shall be furnished to COMPANY's Bangkok office, in conjunction with SERVICES performed and invoice for each well. CONTRACTOR shall provide the report in both hardcopy and digital format. Reports are expected to be 100% accurate. The report format to be used shall be approved by COMPANY prior to use. Final invoices shall not be paid until all End of Well paperwork has been correctly and properly submitted. End of Well Reports must be submitted within fourteen (14) calendar days after the completion of each well and shall include the information listed below:
 - Lessons learned.

- Recommendations for improvements.
 - Material and EQUIPMENT costs (daily, and total for the well).
 - Material tally for all goods, EQUIPMENT, tools, materials, etc. for each well. This tally shall show quantities at the beginning of the well, goods EQUIPMENT, tools, materials delivered, used, transferred, returned, and the end of well balance. The quantities of goods, EQUIPMENT, tool, materials, etc. delivered, used, transferred, or returned shall be identified by date that the balance was adjusted. The report must show the material location if it is different from the drilling unit. The report should be updated consistently and accurately to reflect the true material tally in the field. A physical audit could be required in order to facilitate an accuracy check.
 - Job plans and job execution summaries.
 - Downtime statistics, failure and reduced performance reports.
 - Action items tracking sheet
- 6) Procurement Reports: CONTRACTOR shall maintain a mutually agreed upon procurement report and CONTRACTOR Management Scorecard ("SCORECARD") for P&A UNIT SERVICES Contract in a Microsoft excel format.
- 7) The SCORECARD shall also include commercial spend data with a listing of invoices generated for the reporting period and individual well summaries. These reports shall be available to COMPANY as requested.
- 8) Expenditure Tracking: CONTRACTOR shall be required to submit a cost reconciliation report as part of the Operations Cost Report listed below, as included with the final end of well report. This report shall contain the following:
- A "well by well" cost report showing all products and materials consumed and all EQUIPMENT and SERVICES utilized on each well and costs incurred therewith.
 - Variance analysis to include: Actual cost of well versus estimates cost (AFE).
 - Operations Cost Report,
- At the end of each month, CONTRACTOR shall provide:
- An individual and cumulative summary of all invoices provided to COMPANY. This should include the original invoice price and the final invoice price, dates and serial numbers of invoice.
 - An individual and cumulative summary of all PERSONNEL man-days worked on a per platform per month, and per well basis. The summary shall include safe workdays and identify any accidents that may have occurred.
 - A copy of the Performance Tracking Data as outlined in the performance tracking section of this Exhibit.
 - A monthly and cumulative summary of downtime caused by CONTRACTOR.
- 9) CONTRACTOR EQUIPMENT Inventory Reports: CONTRACTOR shall deliver a monthly report to COMPANY within the 5th day of the month that details all CONTRACTOR EQUIPMENT by serial number, the location of the EQUIPMENT, and the frequency and date of any required inspections.

Any CONTRACTOR EQUIPMENT that's condition keeps it from being immediately available shall be identified in the report, as well as any CONTRACTOR EQUIPMENT requiring preventive maintenance or testing that shall keep it from being immediately available. A contingency plan for any CONTRACTOR EQUIPMENT not immediately available, either currently due to its failure to pass inspection, or plans in the future for preventive maintenance or testing, shall be included in the report. The contingency plan should identify the location of the CONTRACTOR EQUIPMENT being used during this downtime and identify the lead time required to mobilize the CONTRACTOR EQUIPMENT to PSB Songkhla's Jetty, Thailand during this period.

10) CONTRACTOR is required to provide a monthly update as to the status of products and materials held in CONTRACTOR's inventory offshore location. Such report is to include the following:

- Balance at report date
- Consumptions since last report
- CONTRACTOR EQUIPMENT on order and delivery due date

11) Chart tests must cover a range up to 5,000 PSI and 10,000 PSI. All charts are to be filed at the well site, with copies sent to the COMPANY office in Bangkok. Contractor to perform testing according to the well control equipment schedule and procedures.

11. Handling of CONTRACTOR EQUIPMENT

General Handling of CONTRACTOR EQUIPMENT by COMPANY.

1) COMPANY shall provide CONTRACTOR with at least twenty-four (24) hours of notice prior to return the CONTRACTOR EQUIPMENT and materials from the WORKSITE, CONTRACTOR shall send his representative person to verify and checking the condition of CONTRACTOR EQUIPMENT at the DEMOBILIZATION POINT.

If CONTRACTOR does not send his representative person to DEMOBILIZATION POINT on time then CONTRACTOR shall have three (3) working days from the time that CONTRACTOR EQUIPMENT is delivered at the DEMOBILIZATION POINT to notify COMPANY if there are any CONTRACTOR EQUIPMENT discrepancy.

COMPANY shall not be responsible for, nor shall it be financially obligated to CONTRACTOR, for discrepancies reported beyond the three (3) working day limit. Regardless of the notification of the CONTRACTOR, it is CONTRACTOR's responsibility to notify COMPANY REPRESENTATIVE of any CONTRACTOR EQUIPMENT's discrepancy within three (3) working days of any partial return of CONTRACTOR EQUIPMENT.

- 2) COMPANY reserves the right at any time to audit CONTRACTOR's Material Management Program for all CONTRACTOR EQUIPMENT which is classified as high risk.
- 3) COMPANY shall provide the necessary crane at MOBILIZATION POINT and DEMOBILIZATION POINT and shall load and off-load the CONTRACTOR EQUIPMENT, products, and material to and from COMPANY's supply barge. The cost of the handling,

offloading, and loading CONTRACTOR EQUIPMENT at MOBILIZATION POINT and DEMOBILIZATION POINT shall be at the account of COMPANY.

- 4) COMPANY shall not store CONTRACTOR EQUIPMENT, materials or consumables after their delivery to, or prior to their collection from MOBILIZATION POINT, except where such storage is at the express request or agreement of COMPANY, or is as a result of an unforeseen change to COMPANY's operational requirement.

12. Delivery and coordination of CONTRACTOR EQUIPMENT

- 1) CONTRACTOR shall provide a functional system to trace all materials, the QA/QC details and Scheduled preventive maintenance of all CONTRACTOR EQUIPMENT. COMPANY reserves the right to request at any time QA/QC and preventive maintenance documents pertaining to any specific item or piece of EQUIPMENT (history of operation/maintenance/test, etc.)
- 2) CONTRACTOR is obliged to provide the COMPANY the copy of the pressure testing charts and reports where applicable i.e. Well control equipment.
- 3) CONTRACTOR shall provide all CONTRACTOR EQUIPMENT, expertise and handling tools to perform P&A UNIT Operations safely and effectively within the scope of this CONTRACT.
- 4) COMPANY provides hereunder in Exhibit D, a general specification for CONTRACTOR's required CONTRACTOR EQUIPMENT. CONTRACTOR is responsible for providing a complete "CONTRACTOR EQUIPMENT's Tool List" of all its tools necessary to perform SERVICES on any of COMPANY's wells, along with detailed SPECIFICATIONS, performance information and tool part number. CONTRACTOR EQUIPMENT shall be fit for intended purpose according to the job to be performed and as a minimum be in accordance with the descriptions and functional SPECIFICATIONS as required in this Exhibit.
- 5) COMPANY shall properly handle and ship CONTRACTOR EQUIPMENT and materials that meet COMPANY's General Handling of Goods as described in Exhibit of the CONTRACT.

13. CONTRACTOR's preventive maintenance

- 1) CONTRACTOR is required to have a scheduled Preventative Maintenance Plan for CONTRACTOR EQUIPMENT that meets original manufacturer's recommendations and shall ensure that such preventative maintenance is undertaken in accordance with that plan. COMPANY shall provide time for CONTRACTOR to perform preventive maintenance of CONTRACTOR EQUIPMENT as per his plan. CONTRACTOR shall provide spares and consumables sufficient to eliminate SERVICES stoppage or disruption to COMPANY's operations. CONTRACTOR shall provide details to demonstrate their preventative maintenance program.
- 2) CONTRACTOR shall ensure that at all times CONTRACTOR EQUIPMENT and material stock never depletes through loss, damage or otherwise to such an extent that an adequate inventory of tools, EQUIPMENT, and/or materials is not available. It is the sole responsibility of the CONTRACTOR to keep CONTRACTOR EQUIPMENT and tool inventory complete at

all times. In the event that CONTRACTOR anticipates a problem in not being able to fulfill his obligation then the CONTRACTOR must notify COMPANY REPRESENTATIVE.

- 3) COMPANY shall provide diesel fuel, water for CONTRACTOR EQUIPMENT, if required, but does not warrant the quality of such. Any other items or CONTRACTOR EQUIPMENT not stipulated as being provided by COMPANY is assumed that CONTRACTOR shall provide. List any items CONTRACTOR believes are essential and not listed in Exhibits.
- 4) CONTRACTOR must standardize his provided tools (e.g. Bridge Plug) and CONTRACTOR EQUIPMENT to reduce and eliminate many quantity of stock including procedures and technical risks.

14. Performance of CONTRACTOR EQUIPMENT

- 1) CONTRACTOR shall ensure that the CONTRACTOR EQUIPMENT is adequately maintained in such condition as to permit its continuous and efficient performance. Should the time for repairs be so significant or the nature of the breakdowns is such as to indicate that the CONTRACTOR EQUIPMENT has not been maintained or sufficiently serviced to permit its continuous and efficient operation, COMPANY may request that operations cease, at no cost whatsoever to COMPANY until the necessary repairs and maintenance or modifications have been completed. Provided that COMPANY has given written notice to CONTRACTOR specifying in detail the causes of its dissatisfaction, CONTRACTOR must provide COMPANY satisfactory evidence that it has taken effective action to correct the conditions specified in COMPANY's written notice. CONTRACTOR shall not be paid for any shutdown so incurred.
- 2) If any part of CONTRACTOR EQUIPMENT is cracked, damaged or worn, the part must be replaced with a newly original CONTRACTOR EQUIPMENT's manufacturer part or repaired to original manufacturer's specifications. When the part is repaired or replaced, all associated rubber parts, seals and 'O' rings must be replaced. All redress parts and spares should be new from the original EQUIPMENT manufacturer unless written approval is obtained from COMPANY to accept equal or improved parts from another manufacturer.
- 3) CONTRACTOR shall be responsible for the design, testing, and inspection of all CONTRACTOR EQUIPMENT, including mutually approved modifications to CONTRACTOR EQUIPMENT. CONTRACTOR shall not make modifications to CONTRACTOR EQUIPMENT that would result in the EQUIPMENT not meet the specifications described in the CONTRACT without prior written approval of COMPANY. COMPANY shall not make modifications of CONTRACTOR EQUIPMENT without the prior written approval from CONTRACTOR.
- 4) CONTRACTOR must have replacement equipment on board before sending any CONTRACTOR EQUIPMENT to CONTRACTOR' base for service or repair.

Attachment 1 to Exhibit A**COMPANY's P&A Technical Information****1) Typical Well Completion Schematic**

Please note that the typical well completion schematic may vary and is not limited to the examples provided.

G2/61 and Arthit Assets have two major different types of well completions:

- Conventional completion (Single-zone and Multi-zone)
- Tubingless completion (Cemented tubing 2-7/8" or 3-1/2" Tubing)

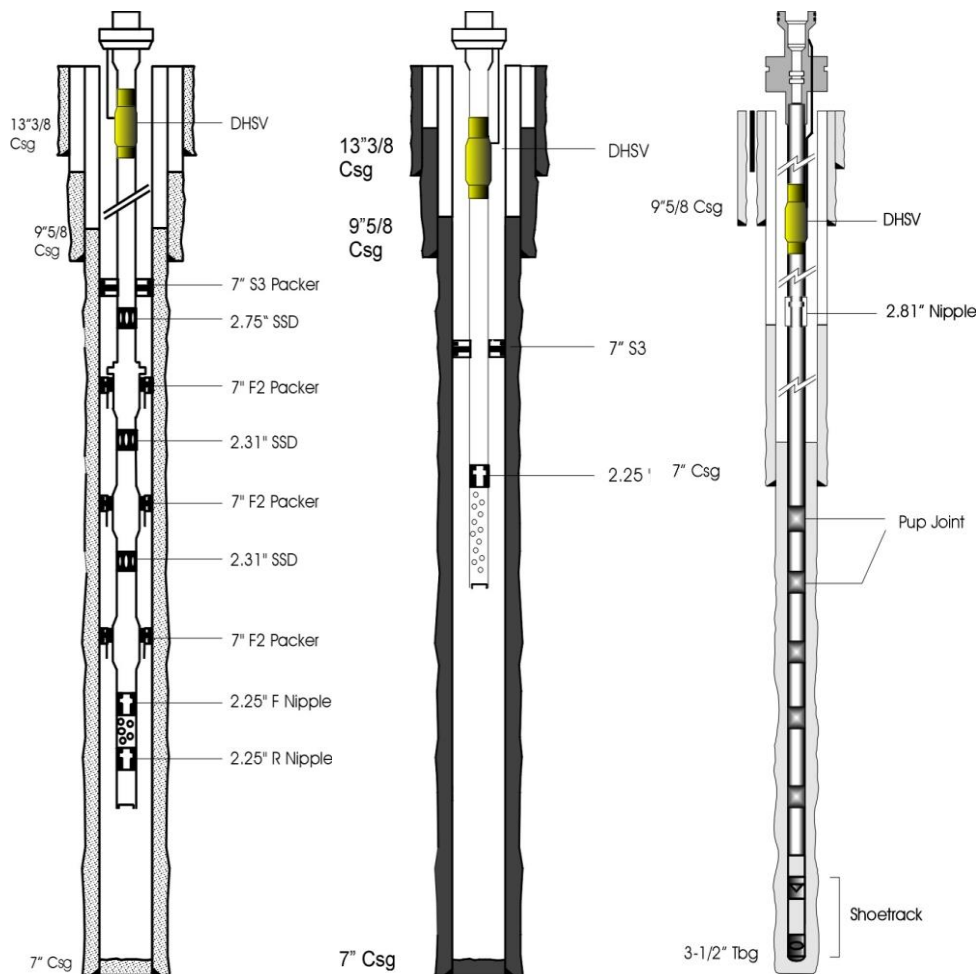


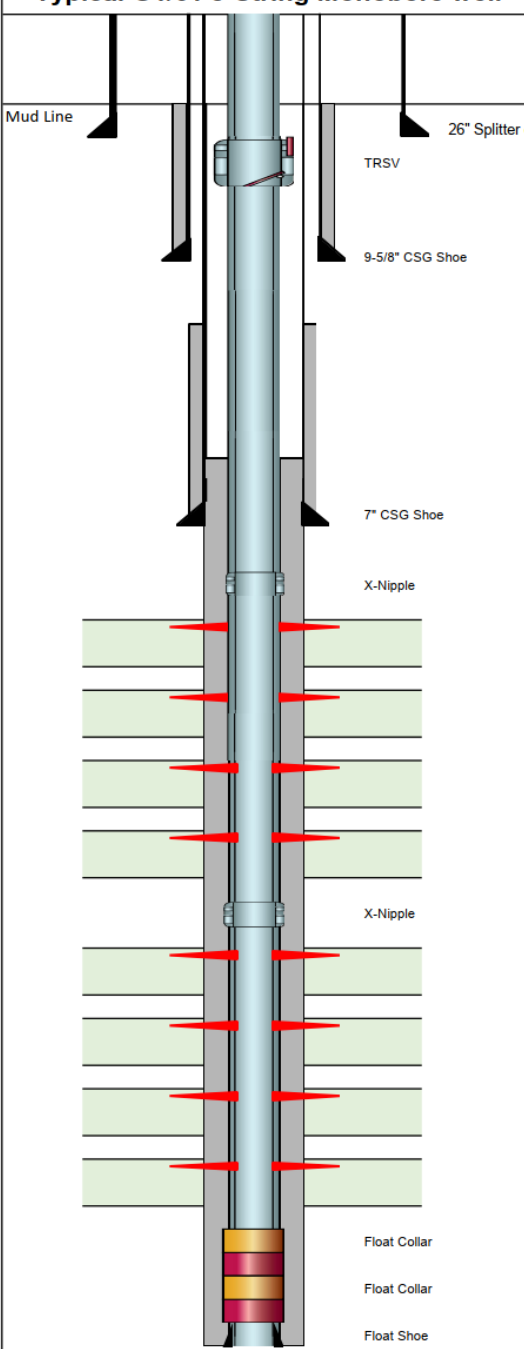
Figure 1: Multi - Zone

Figure 2: Mono - Zone

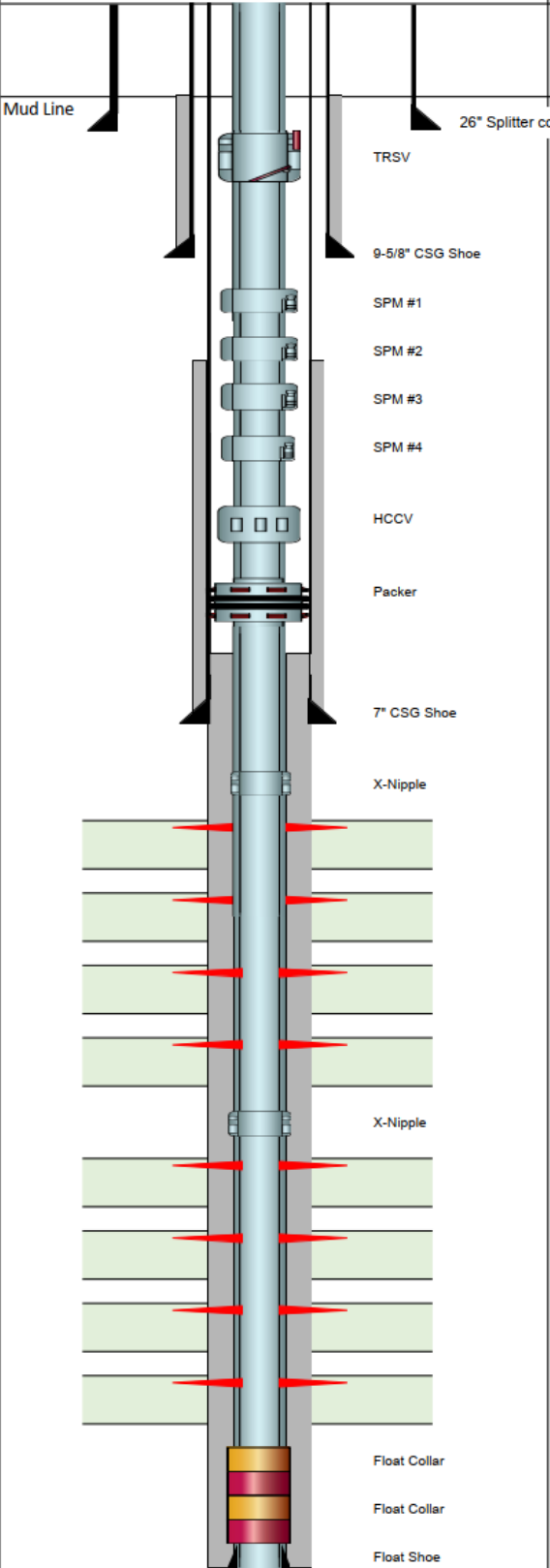
Figure 3: Tubingless

G1/61 different types of well completions such as:

- **3-String completion with 2 7/8" or 3 1/2" tubing**

Typical G1/61 3-String Monobore well		OD (inch)	ID (inch)
			
Mud Line	26" Splitter conductor		
TRSV		5.650	2.812
9-5/8" CSG Shoe		9.625	8.681
7" CSG Shoe		7.000	6.184
X-Nipple		3.937	2.813
X-Nipple		3.937	2.813
Float Collar		4.500	2.887
Float Collar		4.500	2.887
Float Shoe		4.500	2.992

- 3-String Mono-trip Gas Lift well

Typical G1/61 Mono-Trip Gas Lift well		OD (inch)	ID (inch)
			
26" Splitter conductor			
TRSV		5.650	2.812
9-5/8" CSG Shoe		9.625	8.681
SPM #1		5.313	2.867
SPM #2		5.313	2.867
SPM #3		5.313	2.867
SPM #4		5.313	2.867
HCCV		5.900	2.813
Packer		6.000	2.986
7" CSG Shoe		7.000	6.184
X-Nipple		3.937	2.813
X-Nipple		3.937	2.813
Float Collar		4.500	2.887
Float Collar		4.500	2.887
Float Shoe		4.500	2.992

- Conventional completion with 7" casing and production packers with 2-7/8" tubing

Typical G1/61 4-String Conventional well		OD (inch)	ID (inch)
Mud Line	26" Conductor	26.000	19.380
	SVLN	3.800	2.313
	13-3/8" CSG Shoe	13.375	12.615
	9-5/8" CSG Shoe	9.625	8.681
	Sliding sleeve	3.883	2.313
	Packer	5.880	4.000
	Sliding sleeve	3.883	2.313
	Packer	5.880	4.000
	Sliding sleeve	3.883	2.313
	Packer	5.880	4.000
	XN No Go Nipple 2-7/8" Tubing Shoe	3.350	2.313
	7" CSG Shoe	7.000	6.184

2) Casing/Tubing Information

CONTRACTOR must have experience in running/pulling completions within the casing structure provided in the Table 1 below.

Table 1: Casing/Tubing Summary

Casing Size	Casing & Tubing Spec	Connection	Max. Measured Depth (m)	Remark
26"	235#	Welded	150	Conductor pile
20"	133#, K55	Premium	150	Casing (sidetrack well)
13-3/8"	54.5-68#, K55	BTC	800	Casing
9-5/8"	36-47#, N80, API drift	Premium	300	Casing
7"	23-29#, L80, API drift	Premium	3000	Casing / Production casing
3-1/2"	9.2-9.3# 13Cr L-80/L80	Premium	4000	Production tubing (tubingless)
2-7/8"	6.4-6.5# 13Cr L80/L80	Premium	4000	Production tubing (tubingless)
3 1/2" DP	Specifications for Drill Pipe	NC38		Work string for P&A operation
1.66" Macaroni pipe	Specifications for Drill Pipe	Equivalent to Tenaris Hydril CS®		Work string for P&A operation

3) Plugging and Abandonment Operation

As aforementioned in Exhibit A, Part 1, Clause 4; the operation of plugging and abandonment services shall be as per following phases.

- **Phase 1 (Plugging the production section):** The cementing unit shall perform well barrier verification for each annulus, assess well injectivity, execute the cementing job and tubing cutting, temporarily suspend the well, and then demobilize the cementing unit.
- **Phase 2 (Plugging, cutting, and pulling tubing, casing, and/or conductor):** This phase can be divided into various types but is not limited to three (3) major types as follows:

Phase 2 Well Type A: 3-string P&A for decommissioning

P&A unit shall be installed on the wellhead platform. The well shall be circulated with kill-weight brine, with a specific gravity in the range of 1.03 to 1.10 as a nominal value. The actual specific gravity of the kill-weight brine shall be determined relative to the latest reservoir pressure to achieve an overbalance of 100 - 145 Psi (10 bar). The standard brine used for this purpose shall be KCL based. After circulating the kill-weight brine, the completion shall be pulled out of the hole. Subsequently, the next barrier (7" casing section) shall be installed and subjected to a pressure test before being pulled out of the hole.

Lump Sum Base Scope for Well Type A

Step	Description	Depth (mAH)	Definition of each step
	1st batch		This batch consists of step 1 to 6
1	Skid unit	N/A	<ul style="list-style-type: none"> - Nipple down BOP and riser on the previous well (if any) - Skid to current well - Function and pressure test BOP on the current well
2	Pull and lay down production tubing	up to 235 m	<ul style="list-style-type: none"> - Unseat tubing hanger. - Pull and lay down tubing with control line until SCSSV up to 130 m. - Pull and lay down the rest of tubing.
3	Cut 7" casing	up to 211 m	<ul style="list-style-type: none"> - Changeout handling equipment - Make up and function test cutter - Run in hole with drill pipe to cutting depth - Cut casing, then circulate to ensure successfully cut - Pull cutter to surface
4	Pull and lay down 7" casing	up to 211 m	<ul style="list-style-type: none"> - Changeout handling equipment - Retrieve casing packoff, unseat casing hanger, perform full circulation (If unable to circulate on previous step) - Pull and lay down casing
5	Set 9- 5/8" cement retainer and place cement plug	up to 195 m	<ul style="list-style-type: none"> - Changeout handling equipment - Make up cement retainer and cutter - Run in hole with drill pipe to setting depth - Set cement retainer - Pressure test 30 mins to verify cement retainer integrity - Place and displace cement (squeeze below retainer, lay cement on top of retainer, total +/- 30 bbls)
6	Cut 9- 5/8" casing	up to 125 m	<ul style="list-style-type: none"> - Pull to cutting depth - Cut casing (5 m. below mud line) - Pull cutter to surface
	2nd batch		This batch consists of step 7 to 8
7	Skid unit	N/A	<ul style="list-style-type: none"> - Skid back to current well
8	Pull and lay down 9- 5/8" casing	up to 125 m	<ul style="list-style-type: none"> - Make up casing spear - Run in hole spear and latch on casing - Pull and lay down spear - Pull and lay down casing - Including offline cut and remove wellhead

Phase 2 Well Type B: 3-string P&A for reuse the slot

The practice shall be the same as with Well Type A, but all depths are slightly deeper, approximately 25 meters as a mud line kickoff cement plug has to be placed for further 12-1/4" sidetrack drilling.

Lump Sum Base Scope for Well Type B

Step	Description	Depth (mAH)	Definition of each step
	1st batch		This batch consists of step 1 to 6
1	Skid unit	N/A	<ul style="list-style-type: none"> - Nipple down BOP and riser on the previous well (if any) - Skid to current well - Function and pressure test BOP on the current well
2	Pull and lay down production tubing	up to 260 m	<ul style="list-style-type: none"> - Unseat tubing hanger. - Pull and lay down tubing with control line until SCSSV up to 130 m. - Pull and lay down the rest of tubing.
3	Cut 7" casing	up to 236 m	<ul style="list-style-type: none"> - Changeout handling equipment - Make up and function test cutter - Run in hole with drill pipe to cutting depth - Cut casing, then circulate to ensure successfully cut - Pull cutter to surface
4	Pull and lay down 7" casing	up to 236 m	<ul style="list-style-type: none"> - Changeout handling equipment - Retrieve casing packoff, unseat casing hanger, perform full circulation (If unable to circulate on previous step) - Pull and lay down casing
5	Set 9- 5/8" cement retainer and place cement plug	up to 220 m	<ul style="list-style-type: none"> - Changeout handling equipment - Make up cement retainer and cutter - Run in hole with drill pipe to setting depth - Set cement retainer - Pressure test 30 mins to verify cement retainer integrity - Place and displace cement (squeeze below retainer, lay cement on top of retainer, total +/- 30 bbls)
6	Cut 9- 5/8" casing	up to 150 m	<ul style="list-style-type: none"> - Pull to cutting depth - Cut casing (30 m. below mud line) - Pull cutter to surface
	2nd batch		This batch consists of step 7 to 8
7	Skid unit	N/A	<ul style="list-style-type: none"> - Skid back to current well

Step	Description	Depth (mAH)	Definition of each step
8	Pull and lay down 9- 5/8" casing	up to 150 m	<ul style="list-style-type: none"> - Make up wellhead retrieving tool with wellhead - Pull casing free - Spot mud line kick off cement plug (+/- 30 bbls) - Pull and lay down wellhead - Continue pull and lay down casing

Phase 2 Well Type C: 3-string Partial P&A for reuse the slot

The practice is to partially plug and abandon the reservoir section and all annuli for further 8-1/2" sidetrack drilling under the 9-5/8" shoe.

Lump Sum Base Scope for Well Type C

Step	Description	Depth (mAH)	Definition of each step
1	Skid unit	N/A	<ul style="list-style-type: none"> - Nipple down BOP and riser on the previous well (if any) - Skid to current well - Nipple up Riser and BOP, Engage tubing hanger - Function and pressure test BOP on the current well
2	Pull and lay down production tubing	up to 450 m	<ul style="list-style-type: none"> - Unseat tubing hanger. - Pull and lay down tubing with control line until SCSSV up to 150 m. - Pull and lay down the rest of tubing.
3	Set 7" bridge plug	up to 434 m	<ul style="list-style-type: none"> - Changeout handling equipment - Make up bridge plug & cutter - Function test cutter - Run in hole with drill pipe to setting depth - Set bridge plug - Pressure test 30 mins to verify bridge plug integrity
4	Cut, pull and lay down 7" casing.	up to 418 m	<ul style="list-style-type: none"> - Pull to cutting depth, rig up torque lock and connect surface line - Cut casing, then break circulate to ensure successfully cut - Pull cutter to surface, changeout handling equipment - Retrieve casing packoff, unseat casing hanger, perform full circulation (If unable to circulate on previous step) - Pull and lay down casing

Step	Description	Depth (mAH)	Definition of each step
5	Place cement T-plug above 7" bridge plug and 7" top of cut	up to 434 m	<ul style="list-style-type: none"> - Install wear bushing and RIH open end DP - Place and displace cement (lay cement T- plug on top of bridge plug, total +/- 40 bbls) - POOH and Rack back DP and retrieve wear bushing, secure well with tubing hanger - Pressure test 30 mins to verify bridge plug integrity - Including cut and remove old wellhead, then install 9-5/8" slip-on-lock with new wellhead.

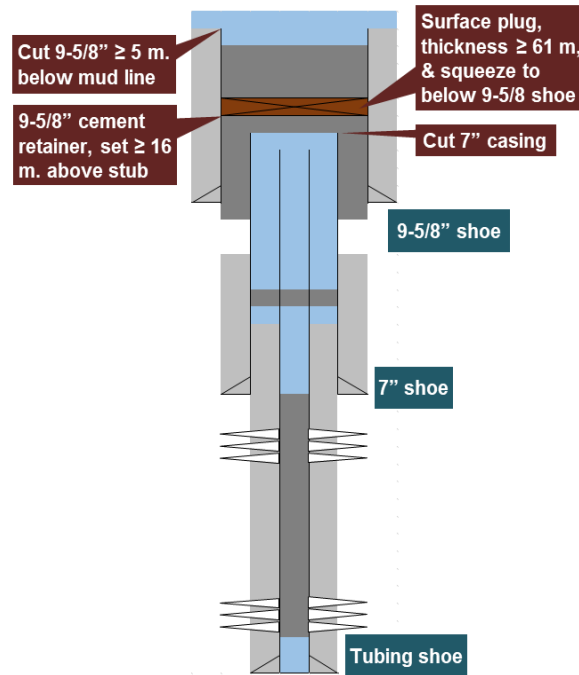
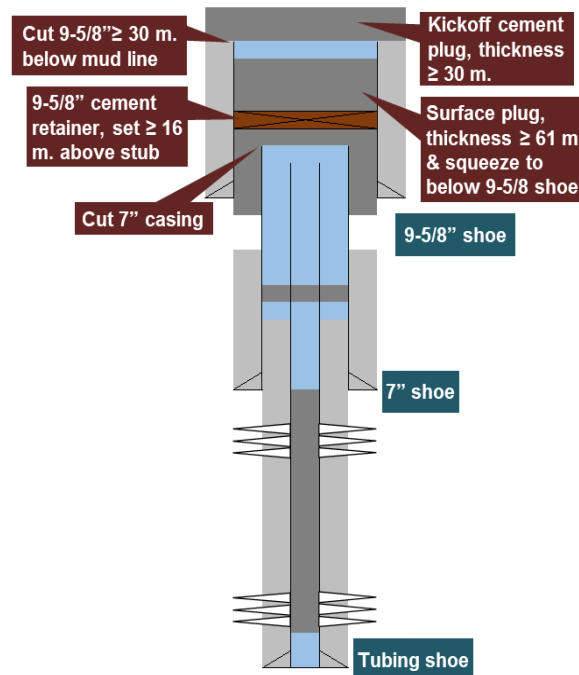
Phase 2 Well Type 3: 4-string P&A

In this type of well, the surface casing will be 13-3/8" instead of 9-5/8", and a conductor may also be installed. This is highly dependent on the requirement, either partial or full P&A. The operation steps are shown as an example only, and can be briefly explained as follows:

Step	Definition of each step
1	Skid unit onto well
2	Pull and lay down tubing
3	Set 7" cement retainer
4	Cut 7" casing (Production casing)
5	Pull and lay down 7" casing (Production casing)
6	Place cement plug
7	Cut 9-5/8" casing (Intermediate casing)
8	Pull and lay down 9-5/8" casing (Intermediate casing)
9	Set 13-3/8" cement retainer and place cement plug
10	Cut 13-3/8" casing (Surface casing) & conductor pipe
11	Pull and lay down 13-3/8" casing (surface casing) & conductor pipe

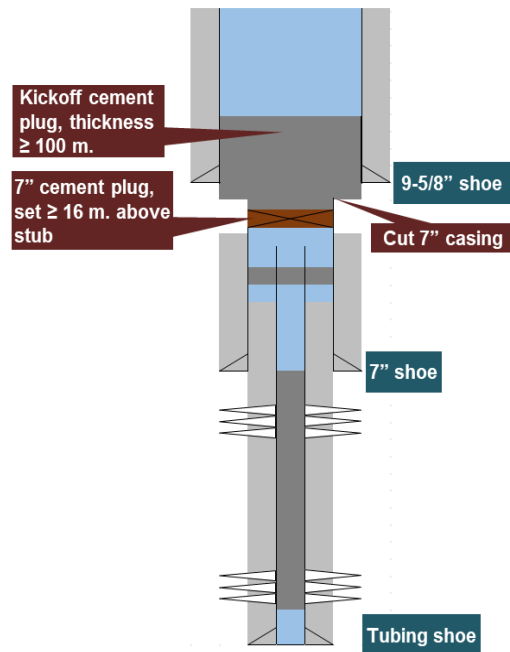
4) Well Plugging and Abandonment Schematics

Schematics after completion of plugging and abandonment are shown as follows:

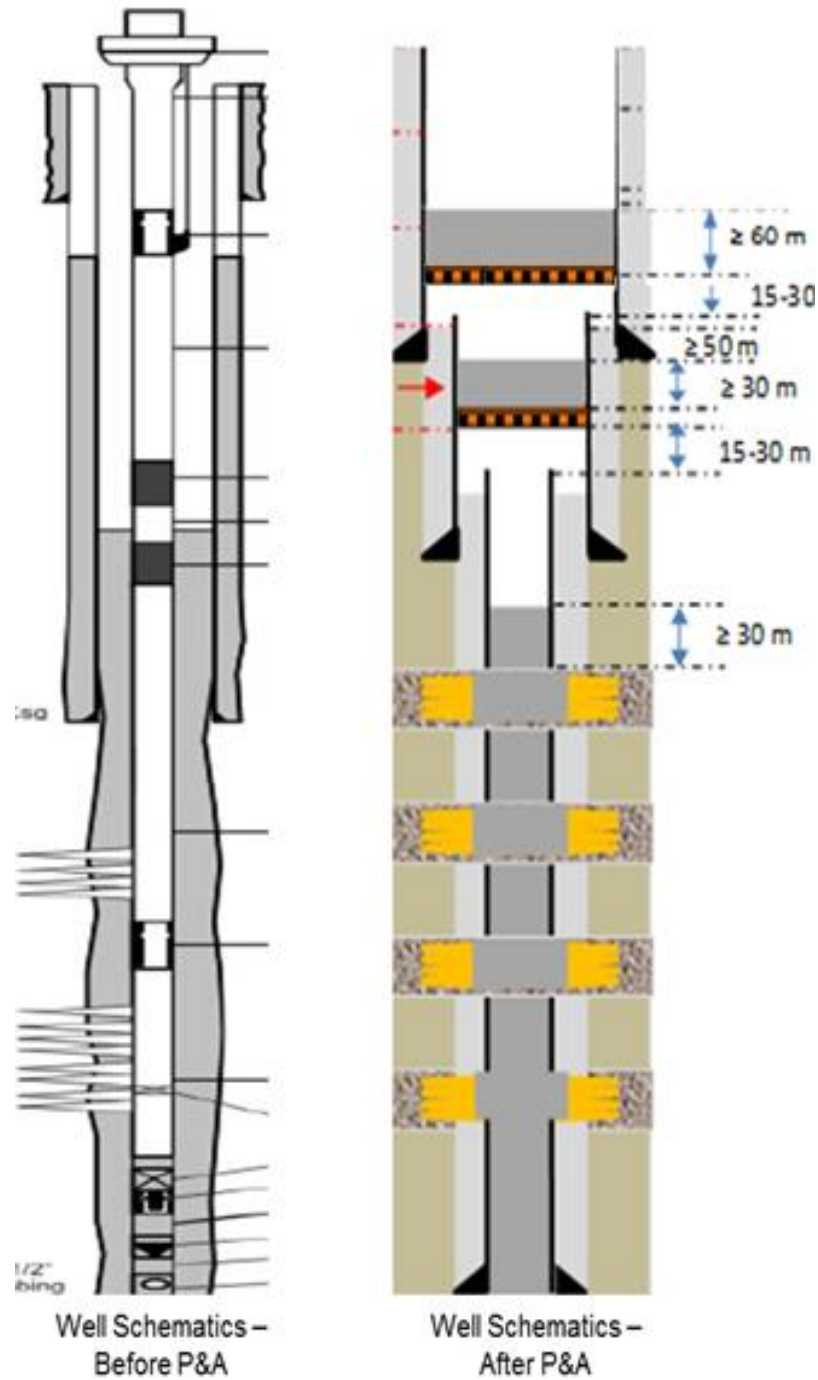
Well Type A**Type A: 3-string full P&A**
(for decommissioning)**Well Type B****Type B: 3-string full P&A**
(for 12-1/4" section sidetrack drilling)

Well Type C

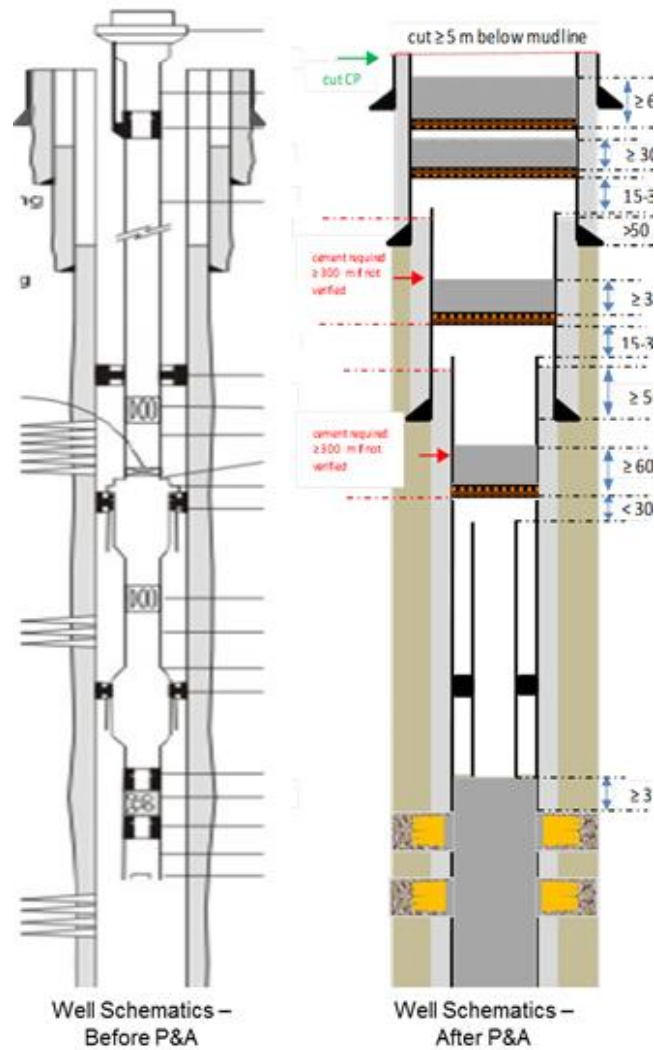
Type C: 3-string partial P&A (for 8-1/2" section sidetrack drilling)



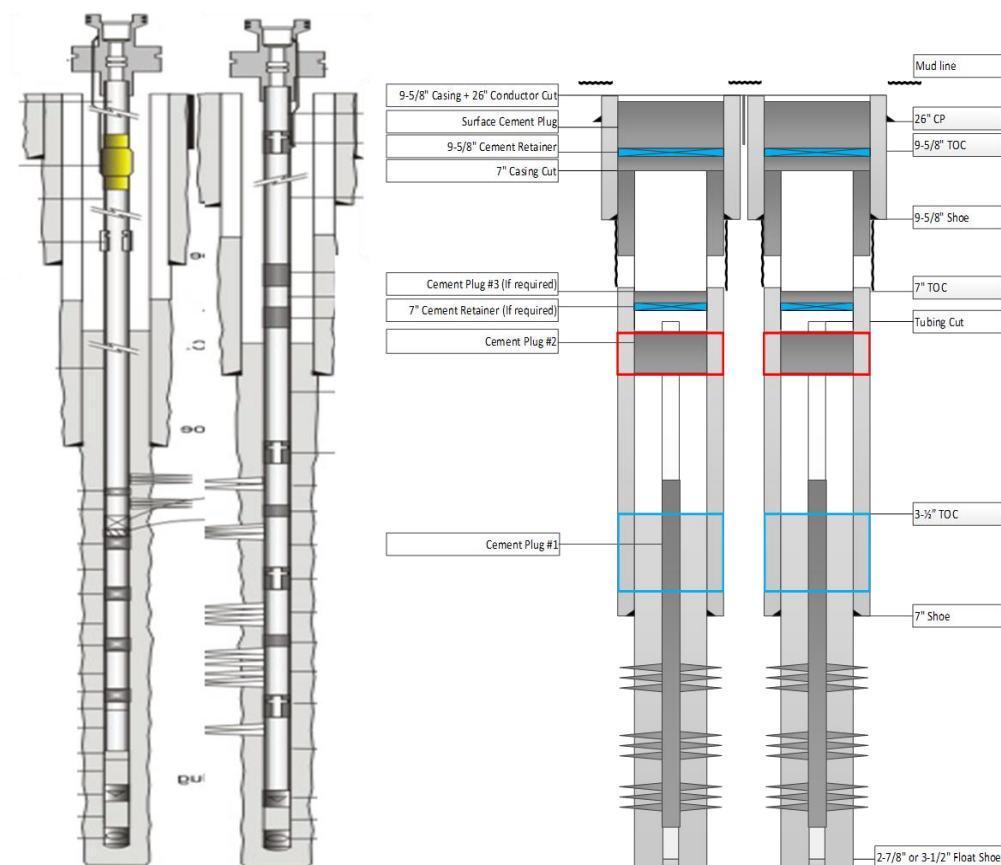
Schematics for other well types before and after completion of plugging and abandonment are shown as follows:



Schematic of the plugging and abandonment of a 3-string well where both 9-5/8" and 7" cement retainers may be required to be installed.



Schematic of the plugging and abandonment of a 3-string/4-string well where both surface casing and conductor may be required to be cut together



Schematic of the plugging and abandonment of a conductor recovery well and/or splitter wells (conductor-sharing)

5) **Wellhead Platform Information**

- The number of slots is 9 – 24 slots per platform.
- The height from lower deck where to land wellhead to upper deck (BOP deck), see sample in Exhibit F.8 Support Vessel and Platform Information
- Well Spacing, see sample in Exhibit F.8 Support Vessel and Platform Information
- Water depth is +/- 80 meters.
- WHP Crane Load Charts

6) **Rig Up and Rig Down Operation**

Below table is the standard procedures for rigging up and rigging down a P&A UNIT on a COMPANY's wellhead platform without offshore portable modular crane

Step	Description	Lump Sum Base Scope	Definitions
1	Rig up HWOU	<ul style="list-style-type: none"> - Transfer equipment to the platform - Rig up HWOU, pick up and rack back drill pipe - Nipple up, function and pressure test BOP 	<ul style="list-style-type: none"> - The rig up of HWOU begins when the barge is positioned and anchored, the platform is handed over, and adequate lighting is installed. - The rig up of HWOU is considered complete when the BOP for Phase 2 is nipped up, functionally and pressure tested, or, for Phase 1, when the

Step	Description	Lump Sum Base Scope	Definitions
			slickline PCE and surface line are rigged up and pressure tested.
2	Rig down HWOU	<ul style="list-style-type: none"> - Nipple down BOP and riser on the previous well (if any) - Lay down drill pipe, and rig down HWOU - Transfer equipment to the barge 	<ul style="list-style-type: none"> - The rig down of HWOU begins when the last BHA, tubing, casing, or conductor is on the surface. - The rig down of HWOU is considered complete when all equipment is transferred back to the barge.

7) Reservoir Data

The sample for COMPANY's reservoir data shall be as per following table.

Table 4: Summary of Reservoir Data

Reservoir Data	G1/61	G2/61	Arthit
Max formation pressure	6500 psi @ 3,000 mTVD-SS	5600 psi @ 3,100 mTVD-SS	7200 psi @ 3,200 mTVD-SS (AWP-22)
Temperature gradient	5-6 deg C/100m from seabed	5-6 deg C/100m from seabed	5-8 deg C/100m from seabed (max 8.1 in AWP-2N)
Maximum WHISP	4500 psi	4900 psi	4220 psi (AWP-22)
Maximum BHT	190 deg C	199 deg C	216 deg C (AWP-02)
Reservoir fluid	Dry gas, condensate & water	Dry gas, condensate & water	Dry gas, condensate & water (Oil in AWP-2N)
CO2 content	5-60 %	5-60 %	5-91% (Max at AWP-22)
High permeability and high deliverability	1-500 mD	1-500 mD	1-880 mD
Fracture gradient estimation	2.0 SG	2.0 SG	1.6-2.13 SG (Max at AWP-22)
H2S content	Max. 70 ppm (Typically zero)	Max. 70 ppm (Typically zero)	Max observed 0-193 (Max at AWP-27)

8) Required cementing specification for SERVICES (Slurry Design)

- COMPANY shall provide 100% Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume in bulk.
- CONTRACTOR to provide cement additives.
- CONTRACTOR provide Gas Tight Slurry and cement recipe that can withstand pressure test of 2,500 psi (surface pressure) as per specified in three (3) following tables.

Table A: For surface section and kick-off plug

Specifications	SL1: Surface Section BHST < 70 degC	Contractor Test Report	
Cement Type	Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume		
Fluid system	Water Based		
BHST (°C)	45		
BHCT (°C)	37		
Density, SG	1.90 - 2.00		
API Mixing Time, sec	45 sec		
Rheology Reading	At 27°C and BHCT	At 27°C	at BHCT
PV, cp	65-200		
YP, lbs/100ft2	10-45		
10 sec Gel, lbs/100ft2	ALARP		
10 mins Gel, lbs/100ft2	< 45		
Free Fluid	Zero		
Fluid loss at BHCT	< 150 ml		
Thickening Time, hrs	At BHCT		
- POD			
- 40 Bc			
- 70 Bc	02:30 - 03:30		
- 100 Bc			
Go-No-Go test, 30 mins	Pumpable		
UCA Compressive Strength			
- 6 hrs	> 500 psi at BHST		
- 8 hrs			
- 12 hrs	> 1500 psi at BHST		
- 24 hrs	> 2500 psi at BHST		
Crush Compressive Strength			
- 8 hrs	> 500 psi at BHST		
- 12 hrs			
SGSA			
CHA Gas Migration Test			

Table B: For intermediate section

Specifications	SL2: Intermediate Section BHST 70-140 degC	Contractor Test Report	
Cement Type	Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume		
Fluid system	Water Based		
BHST (°C)	110		
BHCT (°C)	105		
Density, SG	1.90 - 2.00		
API Mixing Time, sec	45 sec		
Rheology Reading	At 27°C and BHCT	At 27°C	at BHCT
PV, cp	85-200		
YP, lbs/100ft2	15-55		
10 sec Gel, lbs/100ft2	ALARP		
10 mins Gel, lbs/100ft2	< 75		
Free Fluid	Zero		
Fluid loss at BHCT	< 150 ml		
Thickening Time, hrs	At BHCT		
- POD			
- 40 Bc			
- 70 Bc	03:00 - 04:00		
- 100 Bc			
Go-No-Go test, 30 mins	Pumpable		
UCA Compressive Strength			
- 6 hrs	> 500 psi at BHST		
- 8 hrs			
- 12 hrs	> 1500 psi at BHST		
- 24 hrs	> 2500 psi at BHST		
Crush Compressive Strength			
- 8 hrs	> 800 psi at BHST		
- 12 hrs			
SGSA			
CHA Gas Migration Test			

Table C: For production section**Single Slurry**

Specifications	SL3: Production Section BHST > 140 degC Single Slurry	Contractor Test Report	
Cement Type	Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume		
Fluid system	Water Based		
BHST (°C)	175		
BHCT (°C)	175		
Density, SG	1.74 - 1.80		
API Mixing Time, sec	45 sec		
Rheology Reading	At 27°C and BHCT	At 27°C	at BHCT
PV, cp	100-250		
YP, lbs/100ft2	30-90		
10 sec Gel, lbs/100ft2	ALARP		
10 mins Gel, lbs/100ft2	< 80		
Free Fluid	Zero		
Fluid loss at BHCT	< 40 ml		
Thickening Time, hrs	At BHCT		
- POD			
- 40 Bc			
- 70 Bc	04:00 - 05:00		
- 100 Bc			
Go-No-Go test, 30 mins			
UCA Compressive Strength			
- 6 hrs			
- 8 hrs	> 500 psi at 120 degC		
- 12 hrs	> 800 psi at 120 degC		
- 24 hrs	> 1200 psi at 120 degC		
Crush Compressive Strength			
- 8 hrs			
- 12 hrs	> 500 psi at 120 degC		
SGSA	< 30 mins		
CHA Gas Migration Test	Required		

Double Slurry

Specifications	SL4: Production Section BHST > 140 degC Tail Cement (at TOC)	Contractor Test Report	
Cement Type	Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume		
Fluid system	Water Based		
BHST (°C)	120		
BHCT (°C)	100		
Density, SG	1.74 - 1.80		
API Mixing Time, sec	45 sec		
Rheology Reading	At 27°C and BHCT	At 27°C	at BHCT
PV, cp	100-250		
YP, lbs/100ft2	30-90		
10 sec Gel, lbs/100ft2	ALARP		
10 mins Gel, lbs/100ft2	< 80		
Free Fluid	Zero		
Fluid loss at BHCT	< 40 ml		
Thickening Time, hrs	At BHST		
- POD			
- 40 Bc			
- 70 Bc	03:00 - 03:45		
- 100 Bc			
Go-No-Go test, 30 mins			
UCA Compressive Strength			
- 6 hrs			
- 8 hrs	> 500 psi at BHST		
- 12 hrs	> 800 psi at BHST		
- 24 hrs	> 1200 psi at BHST		
Crush Compressive Strength			
- 8 hrs	> 800 psi at BHST		
- 12 hrs			
SGSA	< 30 mins		
CHA Gas Migration Test	Required		

Specifications	SL5: Production Section BHST > 140 degC Lead Cement	Contractor Test Report	
Cement Type	Class G HSR Cement blended with 35% BWOC Silica Flour and 5% BWOC Silica Fume		
Fluid system	Water Based		
BHST (°C)	175		
BHCT (°C)	175		
Density, SG	1.74 - 1.80		
API Mixing Time, sec	45 sec		
Rheology Reading	At 27°C and BHCT	At 27°C	at BHCT
PV, cp	100-250		
YP, lbs/100ft2	30-90		
10 sec Gel, lbs/100ft2	ALARP		
10 mins Gel, lbs/100ft2	< 80		
Free Fluid	Zero		
Fluid loss at BHCT	< 150 ml		
Thickening Time, hrs	At BHCT		
- POD			
- 40 Bc			
- 70 Bc	04:00 - 05:00		
- 100 Bc			
Go-No-Go test, 30 mins			
UCA Compressive Strength			
- 6 hrs	> 500 psi at BHST		
- 8 hrs			
- 12 hrs	> 1500 psi at BHST		
- 24 hrs	> 2500 psi at BHST		
Crush Compressive Strength			
- 8 hrs	> 800 psi at BHST		
- 12 hrs			
SGSA	< 45 mins		
CHA Gas Migration Test			

- CONTRACTOR shall provide above testing report to COMPANY for each batch of cementing delivery, prior to commence the each SERVICES, or at any time during OPERATIONAL PERIOD as COMPANY request to review, and all delivery of CONTRACTOR's chemicals must have attach the MSDS in English and Thai languages to the delivery packages.
- COMPANY shall provide Well temperature and Relative information in each Cement setting depth.
- CONTRACTOR shall specify hereunder the chemical products offered and attach the relevant necessary documentation

Table 5: Cement

Description of Chemical Product	Product name
Blended Class G Cement	<i>To be Provided by COMPANY</i>
Strength Retrogression	<i>[To be filled by CONTRACTOR]</i>
Bonding Agent	<i>[To be filled by CONTRACTOR]</i>
Fluid Loss Addictive	<i>[To be filled by CONTRACTOR]</i>
Retarder – High Temp	<i>[To be filled by CONTRACTOR]</i>
Retarder – Low Temp	<i>[To be filled by CONTRACTOR]</i>
Dispersant	<i>[To be filled by CONTRACTOR]</i>
Anti-Foam	<i>[To be filled by CONTRACTOR]</i>
<i>[To be filled by CONTRACTOR]</i>	<i>[To be filled by CONTRACTOR]</i>

- CONTRACTOR shall provide all relevant documents of above chemicals.

9) **Required Workover Fluid's specification for this SERVICES**

CONTRACTOR shall provide Workover fluid and its test results, which are:

- Fluid density (Weight of Brine, Densitometer)
- Fluid Loss additive
- Gel additive (HEC, XC, and etc.)
- Other as required

Table 6: Workover Fluid Inhibitors

Description of Chemical Product	Product name
Oxygen scavenger	<i>[To be filled by CONTRACTOR]</i>
Bactericide	<i>[To be filled by CONTRACTOR]</i>
Corrosion Inhibitor	<i>[To be filled by CONTRACTOR]</i>
Lost Circulation Material (LCM)	<i>[To be filled by CONTRACTOR]</i>
Workover fluid	<i>[To be filled by CONTRACTOR]</i>
<i>[To be filled by CONTRACTOR]</i>	<i>[To be filled by CONTRACTOR]</i>
<i>[To be filled by CONTRACTOR]</i>	<i>[To be filled by CONTRACTOR]</i>

Note:

- CONTRACTOR shall provide all relevant documents of above chemicals.
- CONTRACTOR shall provide chemical price list, MSDS and lead time to COMPANY, and all delivery must have MSDS in English, and Thai attached to the package.

Exhibit B
Commercial Terms

EXHIBIT B

Commercial Terms

1. General

Subject to terms and conditions in this CONTRACT, CONTRACTOR shall be remunerated for SERVICES performed under this CONTRACT at the applicable rates as specified in this Exhibit B. All rates and fees are expressed in US Dollars and shall remain fixed and firm with no escalation throughout the duration of this CONTRACT, unless expressly stated otherwise.

2. Preparation of Invoices

CONTRACTOR shall issue separated invoice(s) according to below conditions.

- 2.1. Each invoice for performance of SERVICES shall be issued at the end of SERVICES for each well, or by monthly basis (if SERVICES for such well is longer than 1 month).
- 2.2. Each invoice shall bear the correct name of the asset and/or well which shall be notified by COMPANY.
- 2.3. Invoice shall be established with explicit details of amounts due for;
 - Lump-Sum Fees as specified in Exhibit B.
 - Rates as specified in Exhibit B.
 - Products and Consumables (if any).
 - Reimbursements (if any).
 - Other additional services and/or equipment (if any).
- 2.4. CONTRACTOR shall submit time sheet to the approval of COMPANY REPRESENTATIVE on WORKSITE. Such documents shall be presented as per formats agreed by COMPANY and shall be attached to CONTRACTOR's invoices.

3. LUMP SUM FEES (refer to Sub-Article 10.2)

- 3.1. First Mobilization fee (Sub-Article 10.2.1) shall be applied for the first time of mobilization, while the Subsequent Mobilization fee shall be applied for any subsequent mobilization as per requested by COMPANY (if any) except the first Mobilization. These Mobilization fees shall cover all costs and expenses to be paid by the COMPANY to the CONTRACTOR for bringing the P&A UNIT, necessary equipment and the CONTRACTOR PERSONNEL to MOBILIZATION POINT and ready to perform the SERVICES or any necessary rectification until the P&A UNIT is inspected and accepted by the COMPANY.
- 3.2. Final Demobilization fee (Sub-Article 10.2.2) shall be applied for the last time of demobilization, while the Subsequent Demobilization fee shall be applied for any subsequent demobilization as per requested by COMPANY (if any) except the Final Demobilization and shall be paid by COMPANY to CONTRACTOR for moving the P&A UNIT and CONTRACTOR PERSONNEL out from DEMOBILIZATION POINT. In the event that the CONTRACTOR is not ready to move because of the P&A UNIT repairs or other reasons, then operations will be deemed to cease, and the P&A UNIT will be released. During the demobilization period, the COMPANY shall not be responsible for all and any liability except for demobilization fee.

Transportation costs between the MOBILIZATION/DEMobilIZATION POINT and the WORKSITE will be the responsibility and expense of the COMPANY.

Item	Description	Lump Sum Fee (USD/time)
1	First Mobilization fee	To be quoted
2	Subsequent Mobilization fee (between campaigns)	To be quoted
3	Subsequent Demobilization fee (between campaigns)	To be quoted
4	Final Demobilization fee	To be quoted

Notes

- a) No other rates or fees shall be applied in period of Mobilization and Demobilization.
- b) Either the First Mobilization Fee or the Subsequent Mobilization Fee shall be applied at the specified time upon completion of each mobilization on the COMMENCEMENT DATE. Similarly, either the Final Demobilization Fee or the Subsequent Demobilization Fee shall be applied at the specified time upon completion of each demobilization on the COMPLETION DATE
- c) The cost of initial P&A UNIT's stack up test and commissioning at CONTRACTOR's base shall be included in the Mobilization Fee. In case the test fails, repeating the full stack up test shall be performed by free of charge until the test results are accepted by COMPANY REPRESENTATIVE.
- d) The cost incurred during transporting CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL, from the time they are ready at the MOBILIZATION POINT until the completion of rigging up at the first well at the WORKSITE, inspected, pressure tested, and accepted by the COMPANY REPRESENTATIVE, and ready in all other respects to commence operations, shall be also included in the mobilization fee. However, if such transportation exceeds one (1) week, the daily STANDBY rate for the excess time shall apply in addition to the mobilization fee.
- e) The cost incurred during rigging down and transporting CONTRACTOR EQUIPMENT and CONTRACTOR PERSONNEL from the last WORKSITE to the DEMOBILIZATION POINT shall be also included in the demobilization fee. However, if such transportation exceeds one (1) week, the daily STANDBY rate for the excess time shall apply in addition to the demobilization fee.
- f) COMPANY will not pay any Mobilization and/or Demobilization fees if they result from CONTRACTOR's default, such as equipment breakdown, preventive maintenance, or any other reasons caused by the CONTRACTOR. These costs will be the CONTRACTOR's responsibility.

3.3. Lump Sum Rig Up and Rig Down Fee

As outlined in Clause 6 of Exhibit A and Clause 6 in Attachment 1 of Exhibit A, the rig up and rig down operations are part of the Lump Sum Concept. The costs for rig up and rig down shall be compensated to the CONTRACTOR in a lump sum by applying a multiple of the daily

rate to a fixed duration (called Performance Target) specified by the COMPANY. This arrangement is for performance and incentive purposes. It is not negotiable.

Item	Description	Performance Target (days) (for calculating lump sum fee)	Lump Sum Fee (USD/time)
1	Rig up HWOU	1.75	Daily Operational Rate x 1.75
2	Rig down HWOU	1.70	Daily Operational Rate x 1.70

Notes

- a) No other rates or fees shall be applied during the period of rigging up or down.
- b) The first rig up and last rig down fees shall already be included in the mobilization and demobilization fee and cannot be charged twice.

3.4. Lump Sum P&A Operations Fee

As outlined in Clause 6 of Exhibit A and Clause 3 in Attachment 1 of Exhibit A, P&A Operations of Well Type A and Well Type B are part of the Lump Sum Concept. The costs for P&A Operations shall be compensated to the CONTRACTOR in a lump sum per well.

Item	Description	Lump Sum Fee (USD/well)
1	P&A Operations on Well Type A 3-string full P&A for decommissioning	To be quoted
2	P&A Operations on Well Type B 3-string full P&A for reuse the slot	To be quoted
3	P&A Operations on Well Type C 3-string partial P&A for reuse the slot	To be quoted

Notes

- a) The primary compensation structure under this CONTRACT shall be the Lump Sum P&A Operations Fee, applicable to all wells that adhere to the predefined Lump Sum Base Scope. However, exceptions are noted as follows
 - a. Should the COMPANY request additional scopes of work that fall outside the predetermined Lump Sum Base Scope or Operational Risk Accountability (outlined in Clause 6 of Exhibit A) fall under COMPANY, COMPANY shall incur additional charges at the Daily Operational Rate for such supplementary scopes.
 - b. In instances where operations deviate and concurrently intersect with the Lump Sum base scope, the remuneration for such wells shall exclusively be calculated based on the Daily Operational Rate. It is imperative to note that the Lump Sum fee shall not be subject to any pro-rata adjustments under these circumstances.
- b) No other rates or fees shall be applied during the period of P&A Operations under the Lump Sum Concept.

4. **RATES (refer to Sub-Article 10.3)**

With reference to Sub-Article 10.3, the rates stated hereinafter shall be inclusive of all costs incurred by CONTRACTOR for the provision and performance of SERVICES in accordance with the terms and conditions of the CONTRACT including, but not limited to CONTRACTOR EQUIPMENT, CONTRACTOR PERSONNEL, materials, spares, and consumables, all catering and janitorial services and all onshore and offshore support services as required. The stated rates shall constitute the entire compensation for SERVICES during OPERATIONAL PERIOD.

4.1. Daily Rates of P&A UNIT (refer to Sub-Article 10.3.1)

Item	Description	Rates (USD/day)
1	Daily Operational Rate	To be quoted
2	Daily STANDBY Rate	90% of Daily Operational Rate

Notes:

- a) Daily Operational Rate shall include all costs for operating the P&A UNIT, including, but not limited to, HWOU, slickline unit as specified in Exhibit A and D, and CONTRACTOR PERSONNEL as specified in Exhibit C.
- b) Daily Operational Rate shall include, but is not limited to, any other necessary spare parts and all consumables required to fulfill the COMPANY's requirements, except for blended cement and diesel fuel, which the COMPANY will provide. For cementing additives, workover fluid, and cement retainers, these shall be quoted separately.
- c) Daily Operational Rate shall apply at all times after the completed rig-up on the first well until prior to rig-down from the last well on the same wellhead platform, except for the STANDBY periods and periods under the Lump Sum Concept as outlined in Clause 6 of Exhibit A and Clause 3 in Attachment 1 of Exhibit A. This includes the time when the COMPANY REPRESENTATIVE will take on the role of onsite supervisor and oversee the operations according to Operational Risk Accountability.
- d) Only one single rate shall be applied in the same period; it is either a Lump Sum Fee under the Lump Sum Concept, Daily Operational Rate, or Daily STANDBY Rate.
- e) The Daily STANDBY Rate shall apply for all STANDBY periods as below:
 - when the performance of the SERVICES is partly or totally prevented due to the COMPANY,
 - adverse weather conditions,
 - during unit moving (from the completion of rig-down on the previous platform, until starting rig-up on the current platform),
 - emergency and safety drills,
 - slickline operation,
 - any NPT, STANDBY, or delays caused by the COMPANY or the COMPANY's 3rd party.

4.2. Daily Rates of Offshore Portable Modular Crane

Item	Description	Rates (USD/day)
1	Daily Operational Rate of Offshore Portable Modular Crane	To be quoted
2	Daily STANDBY Rate of Offshore Portable Modular Crane	90% of Daily Operational Rate

Notes:

- The Offshore Portable Modular Crane shall be provided with four (4) crane operators, with two (2) operators assigned per each 12-hour shift to ensure continuous 24-hour operation.
- The rates quoted for the Offshore Portable Modular Crane shall include all four (4) crane operators.
- Each crane operator shall be capable of operating both the Offshore Portable Modular Crane and the COMPANY's platform crane, ensuring flexibility and operational efficiency.
- The Daily Operational Rate of the offshore portable modular crane shall be paid as a day rate when in use only. No mobilization or demobilization fee is applicable.
- The Daily STANDBY Rate shall apply for all STANDBY periods same as clause 4.1 above.

4.3. Bridge plug, cement retainer, cementing additives, workover fluid, and other consumables.

For the performance of SERVICES, CONTRACTOR shall be ready to provide the below Bridge Plug, cement retainer, cement additive, and workover fluid at MOBILIZATION POINT and it shall be delivered on time as per COMPANY's requirement.

Item	Description	UOM	Unit Rates
1	7" Permanent Bridge Plug or Cement Retainer	USD/EA	To be quoted
2	9-5/8" Permanent Bridge Plug or Cement Retainer	USD/EA	To be quoted
3	13-3/8" Permanent Bridge Plug or Cement Retainer	USD/EA	To be quoted
4	Cement Additives for Surface Section and Kick-off Plug	USD/BBL	To be quoted
5	Cement Additives for Intermediate Section	USD/BBL	To be quoted
6	Cement Additives for Production Section (Single Slurry)	USD/BBL	To be quoted
7	Cement Additives for Production Section (Lead)	USD/BBL	To be quoted
8	Cement Additives for Production Section (Tail)	USD/BBL	To be quoted
9	Inhibited Water	USD/BBL	To be quoted

Item	Description	UOM	Unit Rates
10	High Viscosity Gel	USD/BBL	To be quoted
11	1.66" Macaroni Pipe Package (Exhibit D, K.6)	USD/DAY	To be quoted
12	26" Conductor, Splitter Conductor, and Whipstock Running Equipment (Exhibit D, C.5)	USD/DAY	To be quoted

Notes:

- CONTRACTOR shall be able to provide a Permanent Bridge Plug and Cement Retainer for the casing size, grade, and weight as specified in this Exhibit A.
- The fluid listed above is charged as a lump sum per barrel; however, CONTRACTOR shall submit a breakdown of the price list for both Cement Additives and Workover Fluid in case the COMPANY requires a formula different from that specified in this Exhibit A.
- All items shall be paid for only once they are used in the well.

4.4. Mercury Handling Services

When Time-Weighted Average (TWA) mercury vapor levels are below 0.25 mg/m³, respiratory protection with a half-mask air-purifying respirator equipped with mercury cartridges is sufficient. In this case, there will be no additional charges to the COMPANY except for the provision of Potassium Iodide (KI) and Iodine (I₂) solutions used for mercury removal.

However, if mercury levels exceed 0.25 mg/m³, the CONTRACTOR may charge for consumables as per the table listed below. This includes additional PPE and materials required for the higher levels of mercury exposure

Item	Description	UOM	Unit Rates
1	Potassium Iodide (KI) for Mercury Removal	PER KG	To be quoted
2	Iodine (I ₂) for Mercury Removal	PER KG	To be quoted
3	Disposable Coveralls (Tyvek Suit)	PER SUIT	To be quoted
4	Full-Face Air Purify Respirator Mask with Cartridges	PER MASK	To be quoted
5	Mercury Cartridges	PER CARTRIDGE	To be quoted
6	Disposable Rubber Boots	PER PAIR	To be quoted
7	Disposable Rubber Gloves	PER PAIR	To be quoted
8	Disposable Goggles	PER UNIT	To be quoted

Item	Description	UOM	Unit Rates
9	Cool Vest with Gel Pack	PER SET	To be quoted
10	Cool Gel Pack	PER SET	To be quoted
11	Plastic Blue Drum (200 liters)	PER DRUM	To be quoted
12	Plastic Shield	PER ROLL	To be quoted
13	Plastic Wrap	PER ROLL	To be quoted
14	Canvas (20 ft x 50 ft)	PER SET	To be quoted
15	Red Plastic Bag for Hazardous Materials	PER DOZEN	To be quoted
16	Sticker Hazardous Label (A4 size)	PER DOZEN	To be quoted
17	Duct Tapes	PER DOZEN	To be quoted
18	Barrier Tapes	PER ROLL	To be quoted
	<i>[To be filled by TENDERER]</i>		

Notes:

- a) All items shall be paid for only once they are used.

5. Reduced Rates (refer to sub-article 10.3.2)

- 5.1. STANDBY Rate (Sub-Article 10.3.2 (a)) shall be in period of STANDBY and equal to Daily STANDBY Rate specified in this Exhibit B, Clause 4
- 5.2. FORCE MAJEURE Rate (Sub-Article 10.3.2 (b)) shall be equal zero.
- 5.3. Reduced Performance Rate (Sub-Article 10.3.2 (c)) shall equal to fifty percent (50%) of Daily Operational Rate specified in this Exhibit B, Clause 4.
- 5.4. BREAKDOWN Rate (Sub-Article 10.3.2 (d)) shall be equal to zero.

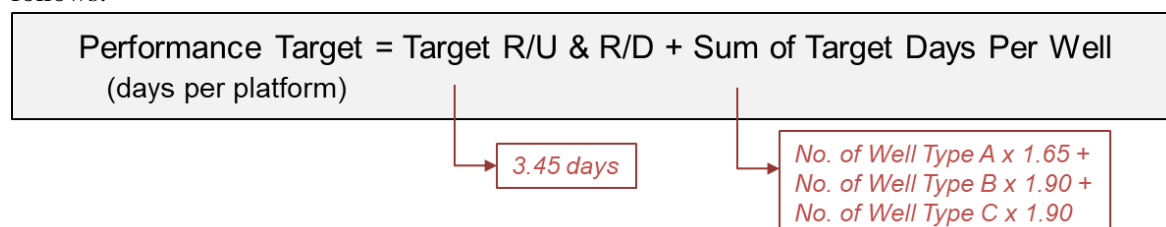
6. **Performance Commitment**

COMPANY is set to implement a Performance Commitment across each platform, which shall be relevant solely to P&A operations conducted under the Lump Sum Concept. Although the lump sum arrangement serves as an incentive for the CONTRACTOR, COMPANY desires to mitigate its risks due to delay caused by CONTRACTOR.

COMPANY expects that the operational speed on each platform must be faster than the set Performance Target specified below, with the exclusion of WOW and any activities not covered by the Lump Sum Concept.

Scope of Lump Sum	Yearly Performance Target			UOM
	2026	2027	2028 onwards	
P&A Operations on Well Type A 3-string full P&A for decommissioning	1.65	1.55	1.45	days per well
P&A Operations on Well Type B 3-string full P&A for reuse the slot	1.90	1.80	1.70	days per well
P&A Operations on Well Type C 3-string partial P&A for reuse the slot	1.90	1.80	1.70	days per well
R/U and R/D the HWOU	3.45	3.40	3.35	days per platform

The Performance Target for each platform, measured in days per platform, will be calculated as follows:



Note: Target days per well shall be adjusted yearly

In the event that the actual operational speed falls below the defined Performance Target threshold, a daily reduction of 30% from the Daily Operational Rate for the exceeding period shall be credited back to the COMPANY. However, **this reduction shall not exceed 25% of the total lump sum invoiced value for each platform.**

CONTRACTOR is obligated to issue a credit note to the COMPANY within two weeks after completion of work on each platform, in case of a failure to meet the performance targets.

7. Reduction and/or Increase of CONTRACTOR PERSONNEL

The unit rates hereinafter, by category or group of CONTRACTOR PERSONNEL shall be applied as per Sub-Articles 7.3 and 10.4, in case of CONTRACTOR PERSONNEL reduction or increasing.

The unit rates hereinafter shall apply for each reduction or increase of CONTRACTOR PERSONNEL per individual on WORKSITE at a given time. No any charges shall be applied for CONTRACTOR's PERSONNEL during their days-off.

Rates for additional CONTRACTOR PERSONNEL shall not be chargeable to COMPANY in case that such CONTRACTOR PERSONNEL are required for CONTRACTOR to perform SERVICES in accordance with the CONTRACT or to remedy CONTRACTOR default or poor performance.

No.	Position	Daily Operational Rate at WORKSITE (USD/day/person)
1	Superintendent	To be quoted
2	Tool Pusher	To be quoted
3	Jack Operator	To be quoted
4	Pump Operator	To be quoted
5	Assistant Pump Operator	To be quoted
6	Roughneck	To be quoted
7	Winch Operator	To be quoted
8	Roustabout	To be quoted
9	Fishing Field Specialist	To be quoted
10	Cementer	To be quoted
11	Welder	To be quoted
12	Crane Operator	To be quoted
13	Slickline Crew Chief	To be quoted
14	Slickline Helper	To be quoted
15	SSHE Officer	To be quoted
16	Site Medical Staff	To be quoted
17	Logistics and Material Coordinator	To be quoted
18	Electrician	To be quoted
19	Mechanic	To be quoted

Notes:

- All positions should be quoted as per the table above.
- In the event of any reduction in CONTRACTOR PERSONNEL, regardless of the main operation being charged on a Lump Sum Fee or Daily Operational Rate, the CONTRACTOR shall provide a daily reduction on the Daily Operational Rate at WORKSITE basis for each individual reduction. This adjustment shall be calculated pro-rata and shall be applied from the first day of the reduction for the entire duration of the personnel reduction, irrespective of any ongoing operations.
- In the event of any reduction in CONTRACTOR PERSONNEL, no DEMOBILIZATION fees shall be applied. The same applies when the increased number of CONTRACTOR PERSONNEL returns to the normal requirement (consider this the same as normal crew change practices).
- In the event of an increase in CONTRACTOR PERSONNEL, during travel between the MOBILIZATION/DEMOBILIZATION POINT and the WORKSITE, the COMPANY will compensate at the Daily STANDBY Rate, which is equal to 50% of the Daily Operational Rate at WORKSITE without any MOBILIZATION and DEMOBILIZATION fees.
- In the event of travelling period of CONTRACTOR PERSONNEL from the WORKSITE to DEMOBILIZATION POINT assigned accommodation by boat or vessel, the COMPANY will compensate at the Daily STANDBY Rate, which is equal to 50% of the Daily Operational Rate at WORKSITE without any MOBILIZATION and DEMOBILIZATION fees.
- Any immigration fees or passport stamp fees or similar administrative costs required for CONTRACTOR PERSONNEL to board the COMPANY's vessel at the MOBILIZATION

POINT or the DEMOBILIZATION POINT shall be compensated by COMPANY for 25 USD per person per instance.

8. ESTIMATED CONTRACT VALUE

The ESTIMATED CONTRACT VALUE for this CONTRACT is US Dollar (USD \$)

The ESTIMATED CONTRACT VALUE shall be used for the purposes of calculating the amounts of bank guarantee, liquidated damages, stamp duty and/or any other calculation which requires an estimate of CONTRACT value. The ESTIMATED CONTRACT VALUE shall not create any contractual or non-contractual obligations between PARTIES nor shall PARTIES rely on this ESTIMATED CONTRACT VALUE for any purposes other than those expressly described herein.

9. Additional service charge for CONTRACTOR's equipment, PERSONNEL, materials, products and Services (Sub-Article 10.5)

For additional service charge of CONTRACTOR EQUIPMENT, CONTRACTOR PERSONNEL and materials, CONTRACTOR shall invoice COMPANY the relevant rates, fees, prices indicated in his price list reference no. To be filled by TENDERER, which specified in Attachment-1 of this Exhibit B.

Unless specification in CONTRACT, the rate shall be reimbursed by COMPANY to CONTRACTOR at agreed net document cost.

10. Replacement cost of contractor equipment's downhole tools

Pursuant to Sub-Article 14.3.3, the replacement cost of P&A UNIT's down-hole tools (or Lost-in-Hole cost) shall refer to below table less depreciation which is calculated as follows;

- The actual lost-in-hole or replacement charge will be deducted by depreciation which is calculated by using the straight-line depreciation of two percent (2%) per month from the date of manufacturer or date of documented major refurbishment with full hardware upgrades and modifications.
- The minimum actual lost-in-hole or replacement charge of the equipment after deducting depreciation will be not less than fifty percent (50%) of the lost-in-hole or replacement charge in new condition as shown in the below table.

Item	Description of down-hole tools	L.I.H. cost (USD/each)
1	<u>To be filled by TENDERER</u>	<u>To be quoted</u>

Unless otherwise specified above, the cost of replacement shall be mutually agreed between PARTIES but shall not exceed fifty percent (50%) of its current market price.

11. Liquidated Damages (Sub-Article 10.7)

- 11.1. Should the CONTRACTOR fails to commence SERVICES on the required COMMENCEMENT DATE in written notification due to any reason except the FORCE MAJEURE or due to the COMPANY, the CONTRACTOR shall pay the COMPANY at the rate of fifty percent (50%) of the Operational Rate as specified in this Exhibit B, Clause 4.1 per day (the applied operational rate(s) shall be only the operational rate(s) of such delayed services package) or 0.1% of ESTIMATED CONTRACT VALUE per day, whichever is lower, as liquidated damages for such failure from such specified COMMENCEMENT DATE until the ACTUAL COMMENCEMENT DATE for such SERVICES or until expiry or termination date of this CONTRACT and/or SRO, whichever is earlier; and/or
- 11.2. Should the CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL be found in non-conformity by the COMPANY during operational reception tests as per Article 9 or at any time during the OPERATIONAL PERIOD which cause the unit to be non-operational for the period exceeding 7 days, the CONTRACTOR shall pay the COMPANY liquidated damages at the rate of fifty percent (50%) of the Operational Rate as specified in this Exhibit B, Clause 4.1 per day or 0.1% of ESTIMATED CONTRACT VALUE per day, whichever is lower, for such failure from day 8 until such non-conformity of CONTRACTOR EQUIPMENT and/or CONTRACTOR PERSONNEL are declared in conformity by the COMPANY REPRESENTATIVE or until expiry or termination date of this CONTRACT and/or SRO, whichever is earlier.
- 11.3. The amount of liquidated damages shall be limited to ten percent (10%) of the value of the ESTIMATED CONTRACT VALUE. The COMPANY reserves its right to call upon such amount from bank guarantee, demand such amount from the CONTRACTOR, and/or deduct such amount from the payment(s) made to the CONTRACTOR. Payment of such delay charges shall not relieve CONTRACTOR from any of his obligations or liabilities under the CONTRACT or at law.

Attachment 1 of Exhibit B

CONTRACTOR Standard Published Price List

TENDERER to provide documentation.

Attachment 2 of Exhibit B
Content of Invoices and Billing Procedure

1. CONTRACTOR's invoices shall include:
 - A. The number and title of the CONTRACT;
 - B. Full details of SERVICES provided during the invoice period; and
 - C. CONTRACTOR's bank account.
2. CONTRACTOR shall submit all invoices under the CONTRACT via COMPANY's online invoice billing system as specified by COMPANY (hereinafter referred to as the "System"). It is CONTRACTOR's sole responsibility to familiarize himself and to ensure that he can access and use the System.
3. In order to fully comply with the record keeping requirements under APPLICABLE LAWS, after CONTRACTOR has completed the invoice submission in the System, CONTRACTOR shall deliver hard copies of the below documents which shall be the exact same version as submitted via the System to COMPANY within 5 business days:
 - A. Billing Cover Sheet as generated from the System;
 - B. One copy of tax invoice (if any); and
 - C. One complete set of invoice documents as follows:

i. For Supply Contract

1. Original invoice with CONTRACTOR's authorized signature and reference to Purchase Order (PO) and/or CONTRACT number, including CONTRACTOR's bank account details;
2. Original tax invoice with vendor's authorized signature;
3. Original debit note and/or credit note with CONTRACTOR's authorized signature including one copy of such debit note / credit note (if any);
4. One copy of delivery order with signature of COMPANY PERSONNEL as a recipient;
5. One copy of Purchase Order (PO);
6. Original receipt with signature of CONTRACTOR PERSONNEL as a recipient (if any); and
7. Other supporting documents as specified in CONTRACT (if any).

ii. For Services Contract

1. Original invoice with CONTRACTOR's authorized signature and reference to Service Order (SO) and/or CONTRACT number, including CONTRACTOR's bank account details;
2. Original tax invoice with vendor's authorized signature;
3. Original debit note and/or credit note with CONTRACTOR's authorized signature including one copy of such debit note and/or credit note (if any);
4. Original delivery form or guarantee certificate or timesheet with name and signature of CONTRACTOR;

5. One copy of Service Order (SO) or extract content from the CONTRACT which specifies scope or work, SERVICES, including payment term;
 6. Original receipt with signature of CONTRACTOR PERSONNEL as a recipient (if any); and
 7. Other supporting documents as specified in CONTRACT (if any).
4. CONTRACTOR shall deliver the documents listed under Item 3 via either one of the following procedures:

A. By Hand

Location: Energy Complex Building, 1st Floor, Car Park Building A (Parking 2)

Date & Time: Tuesday and Thursday during 09.00 AM - 12.00 PM
(excludes public holidays & COMPANY's holidays)

B. Postal Service

PTTEP Energy Development Company Limited for G2/61
PTT Exploration and Production Public Company Limited for Arthit Concession
PTTEP International Limited G12/48 or G8/50 Concession

Energy Complex Building A, Floors 19th - 36th,
555/1 Vibhavadi Rangsit Road,
Chatuchak, Bangkok 10900, Thailand

Attention: Payment Section (Invoice Billing)

5. In case that CONTRACTOR is not capable of using the System and would like to submit hard copies of invoice documents only, CONTRACTOR shall notify via email to AccountPayableTeam@pttep.com for COMPANY's acknowledgement at least 15 business days before the intended invoice submission date. Upon receiving of COMPANY's acknowledgement email, CONTRACTOR shall submit complete set of invoice documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A) to the address as prescribed in Item 4 accordingly.
6. Invoices submitted via the System shall be deemed as properly established invoices received by COMPANY on the submission date in the System, provided COMPANY has verified that all the submitted information is complete and accurate and all billing procedures stated herein are fully complied with. For invoices submitted only with hard copies under Item 5, they will be deemed as properly established invoices received by COMPANY only after COMPANY's verification of correctness and completeness of the submitted hard copies.
7. If CONTRACTOR has any enquiry or requires further information, please contact (+662) 537-5545 during office hours (09.00 AM – 05.00 PM) or email to AccountPayableTeam@pttep.com.

8. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

COMPANY	Address	Tax registration ID
PTTEP Energy Development Company Limited	555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	0105561079971/ Head office
PTT Exploration and Production Public Company Limited	555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	0107535000206/ Head office
PTTEP International Limited	555/1 Energy Complex Building A, Floors 19th – 36th Vibhavadi Rangsit Road, Chatuchak, Bangkok 10900, Thailand	0105533109209/ Head office

Exhibit C
CONTRACTOR PERSONNEL

Exhibit C

CONTRACTOR PERSONNEL

CONTRACTOR shall comply with the following minimum requirements as listed hereinafter.

1. CONTRACTOR'S responsibility

- 1.1 CONTRACTOR shall furnish trained and experienced CONTRACTOR PERSONNEL sufficient in number and with appropriate qualifications to implement the CONTRACT and meet COMPANY's SPECIFICATIONS and standards in respect of safety, efficiency and technical competency. Notwithstanding anything to the contrary in the CONTRACT, it is the responsibility of CONTRACTOR to ensure that the CONTRACT is being administered efficiently and effectively and comply with the terms and conditions of the CONTRACT. If additional staffing is required, this shall be at the expense of CONTRACTOR, unless specifically requested and approved in writing by COMPANY.
- 1.2 CONTRACTOR shall provide CONTRACTOR PERSONNEL to meet minimum requirement of COMPANY's SPECIFICATIONS for CONTRACTOR PERSONNEL as listed in this Exhibit C.
- 1.4 CONTRACTOR PERSONNEL shall have safety training to meet all the requirements described in Exhibit C. CONTRACTOR PERSONNEL shall have T-BOSIET survival at sea training and valid certificate.
- 1.5 CONTRACTOR shall provide all required personal protection equipment (PPE) to meet COMPANY's requirements, including but not limited to the following: hard hats, safety boots, safety glasses with side shield, impact gloves, hearing protection and gloves, clothing, es and face shields to handle hazardous chemicals and/or hazardous environment such as H₂S, Mercury.
- 1.6 CONTRACTOR shall also provide Fire Retardant Clothing (FRC) which is required to be worn by offshore CONTRACTOR PERSONNEL. Clothing must be long sleeved.
- 1.7 It is CONTRACTOR's responsibility to ensure that the technical and operational competency of CONTRACTOR PERSONNEL is maintained throughout the term of the CONTRACT and that such competency is consistent with any changes in COMPANY's drilling/completion programs and operations.
- 1.8 **All CONTRACTOR PERSONNEL must possess English communication skills equivalent to CEFR Level A2 or higher. However, for all key CONTRACTOR PERSONNEL, proficiency in English equivalent to CEFR Level B1 or higher is required to ensure effective communication in international workplaces.** If English is not the native language, proof of competency from a well-known international standardized test, where individual skills in reading, listening, writing, and speaking are assessed, must be provided upon the COMPANY's request at no cost to COMPANY.

- 1.9 It is CONTRACTOR's responsibility to ensure that the understanding of English of all Key CONTRACTOR PERSONNEL is commensurate with their duties and that all are able to respond properly and efficiently to safety and emergency response requirements communicated in the English language. English speaking and able to write reports in English language.
- 1.10 If at any time COMPANY is of the reasonable opinion that any of CONTRACTOR PERSONNEL provided under the CONTRACT are not suitably trained, incompetent or inefficient in the discharge of their respective duties; or, working or behaving unsatisfactorily; constantly suffering from illness; or, involved in acts of misconduct; or, lacks experience or lacks the ability to perform SERVICES under the CONTRACT; or whose continued presence is detrimental to or disruptive of COMPANY's interest, CONTRACTOR shall, upon request in writing from COMPANY, replace such individual as expediently as practicable under the circumstances, and at CONTRACTOR's own expense. At its sole option, COMPANY may elect to require that CONTRACTOR bring qualified and experienced individuals to mentor and enhance the technical and operational knowledge of CONTRACTOR PERSONNEL until such times that standards, with respect to quality, efficiency, and effectiveness are achieved in SERVICES. All costs associated with these individuals will be borne by CONTRACTOR.
- 1.11 If CONTRACTOR wishes to replace any of CONTRACTOR PERSONNEL assigned to the CONTRACT who have been approved by COMPANY, CONTRACTOR shall first provide a detailed resume to COMPANY for each individual proposed as a replacement, and a transition plan for such individual. This resume shall include as a minimum: the name; company and industry training; current position; background/ qualifications/ educational profile; related work experience; location of work (office, rig, lab, bulk facilities/ warehouse); and years employed by CONTRACTOR. Such CONTRACTOR PERSONNEL shall be required to fully meet the qualifications described in this Exhibit C and elsewhere in this CONTRACT. COMPANY will then have the option of interviewing and testing such proposed CONTRACTOR PERSONNEL, and accepting or rejecting them and the associated transition plan for assignment to the CONTRACT. COMPANY will not accept the removal of CONTRACTOR PERSONNEL from assignment to the CONTRACT for a transfer by CONTRACTOR to a contract with another company unless such transfer is clearly for the purpose of career advancement for such individual or mutually agreed otherwise by CONTRACTOR and COMPANY. If a transfer is required, a time period of up to two (2) months may be required for the transition to take place. The time required for transition will be specifically described in the transition plan. CONTRACTOR may provide trainees for COMPANY operations with the approval of COMPANY.
- 1.12 CONTRACTOR shall provide suitably qualified mechanic and electricians for field maintenance, equipment installation, removal, modifications, testing and other work necessary to keep CONTRACTOR EQUIPMENT in top operational condition well versed with the P&A UNIT supplied - its usage design and limitation. The cost of which shall be the responsibility of the CONTRACTOR.
- 1.12 CONTRACTOR may be required from time to time to verify CONTRACTOR employee work schedules as requested by COMPANY.

- 1.13 CONTRACTOR shall be responsible to ensure an adequate number of CONTRACTOR PERSONNEL are available in Thailand to cover vacations, sick leave and other emergency requirements.
- 1.14 CONTRACTOR shall ensure that CONTRACTOR PERSONNEL are physically fit for the work envisaged and free from diseases or illness which could impair their performance or pose risk to others. CONTRACTOR will therefore arrange a thorough physical examination of CONTRACTOR PERSONNEL, in compliance with COMPANY's fitness for duty standard and guideline, at a medical establishment which has the prior approval of COMPANY.
- 1.15 CONTRACTOR shall provide a copy of the results of such physical examinations prior to mobilization of CONTRACTOR PERSONNEL and CONTRACTOR shall absorb all costs associated with the physical examinations including, but not limited to, professional fees, laboratory charges, medication, treatment, accommodation, meals, salary and overhead. The results will be in a "certificate of fitness" format.
- 1.16 CONTRACTOR shall perform medical check up to the COMPANY's SPECIFICATIONS of the CONTRACTOR PERSONNEL on a twelve (12) months basis. All valid medical check-up results is acceptable unless the requirements stated herein are not being fulfilled.
- 1.17 CONTRACTOR with COMPANY's assistance shall obtain all visas and work permits as necessary for CONTRACTOR PERSONNEL, the costs of which are deemed to be included in the rates contained in Exhibit B.
- 1.18 The Key CONTRACTOR PERSONNEL are defined as the person with prime responsibility for the technical, safety, operational and commercial success of SERVICES. The job positions denoted "Key Personnel" are so specified in Exhibit C. Where Key CONTRACTOR PERSONNEL are specified in the CONTRACT and after acceptance of said CONTRACTOR PERSONNEL by COMPANY, they shall not be replaced without prior approval of COMPANY.
- 1.19 CONTRACTOR REPRESENTATIVE (as an Operations Engineer) shall be provided in Bangkok after EFFECTIVE DATE or one (1) month prior to load out P&A UNIT from PSB Songkhla's Jetty and during OPERATIONAL PERIOD without any cost occurrence to COMPANY.
- 1.20 Within this Exhibit C, COMPANY has suggested a minimum number of CONTRACTOR PERSONNEL to perform SERVICES. However it is the responsibility of CONTRACTOR to ensure that the CONTRACT is implemented and administered effectively to meet its SPECIFICATIONS and standards in respect of safety, efficiency and technical competency.
- 1.21 An organizational chart that denotes the CONTRACTOR PERSONNEL structure and the titles and names of individuals, (for key positions) who will be responsible for implementing and delivering SERVICES as written in this CONTRACT. Reporting functionality shall be included.

- 1.22 A summary page (in the form of a table) that lists details about the CONTRACTOR's PERSONNEL attached to this CONTRACT.
- 1.23 COMPANY considers that continuous planned maintenance will be critical to the mitigation of avoidable cost that results from CONTRACTOR EQUIPMENT's downtime. Therefore, in the event that CONTRACTOR's technicians are not qualified or are not available to undertake their work then COMPANY, at its option, may terminate this CONTRACT.
- 1.24 CONTRACTOR shall fully co-operate with any other contractors or SUBCONTRACTOR utilized by COMPANY and given them all reasonable assistance as requested by COMPANY
- 1.25 CONTRACTOR shall assess the performance of the CONTRACT with the COMPANY REPRESENTATIVE on a regular basis with quality meetings being scheduled at intervals no greater than one month.
- 1.26 It is CONTRACTOR's responsibility to ensure that the technical and operational competency of CONTRACTOR PERSONNEL is maintained throughout the duration of the CONTRACT and that such competency is consistent always with any changes in COMPANY's Plugging and Abandonment programs and operations.
- 1.27 CONTRACTOR, at no additional cost to COMPANY, shall provide if required onshore support staff as required including, but not limited to, mechanics, welders, drivers, office personnel and casual labor, all in sufficient number to carry out the operations efficiently and safely.
- 1.28 SERVICES rotation of CONTRACTOR PERSONNEL shall be as mutually agreed subject to any restrictions due to COMPANY's transportation schedules according to APPLICABLE LAW and labor regulations.

2 COMPANY's responsibility

- 2.1 COMPANY will maintain an Accommodation Work Barge (AWB), helicopter, or other marine support vessels to support the CONTRACTOR PERSONNEL's transfer between the WORKSITE and the MOBILIZATION POINT, or between WORKSITES during a rig move.
- 2.2 Crew changes for CONTRACTOR PERSONNEL from the MOBILIZATION POINT to the WORKSITE will be made by helicopter or medium-speed boat, solely subject to COMPANY's decision. Any time during the crew change period will be free of charge. Airport departure taxes, personal taxes, customs charges, or any other government-implemented charges for CONTRACTOR PERSONNEL are to be at the CONTRACTOR's cost.
- 2.3 Crew changes from the MOBILIZATION POINT to the crew's point of origin are solely for the CONTRACTOR's account, unless specifically defined otherwise in the commercial terms of this CONTRACT.

3 CONTRACTOR PERSONNEL's qualification and duties

3.1 All CONTRACTOR PERSONNEL positions, CONTRACTOR shall ensure that CONTRACTOR PERSONNEL are trained for the job positions they occupy.

3.2 CONTRACTOR to make available a well-qualified service hands on demand at the COMPANY's base, on board the P&A UNIT, or COMPANY's LOCATIONS, at any time during the operational period, P&A UNIT's CONTRACTOR PERSONNEL who shall be, but not limited to:

- Experienced and understand P&A and workover operations;
- Key of CONTRACTOR PERSONNEL that applicable as per IOGP's Report 476 shall hold a valid IADC/IWCF Well Control Certification as listed.
 - o Operations Engineer - Supervisor Level 4
 - o Superintendent - Supervisor Level 4
 - o Tool Pusher - Supervisor Level 4
 - o Jack Operator - Operator Level 3
 - o Slickline Crew Chief - Operator Level 3
- Key CONTRACTOR PERSONNEL experienced in working on a P&A UNIT in an offshore platform environment;
- Key CONTRACTOR PERSONNEL shall be qualified in all Well Control aspects;
- Key CONTRACTOR PERSONNEL experienced in P&A operations;
- All CONTRACTOR PERSONNEL to hold current T BOSIET certificate;
- All CONTRACTOR PERSONNEL must be first aid trained. At least two CONTRACTOR PERSONNEL on each 12-hour shift must be intensive first aid trained. CONTRACTOR shall ensure that during all crew change scenarios, at least two CONTRACTOR PERSONNEL with intensive first aid certification are present at the WORKSITE.
- All CONTRACTOR PERSONNEL assigned to the Emergency Response/Intervention Team must be Offshore Advanced Firefighting trained. The CONTRACTOR shall ensure that during all crew change scenarios, a full crew of the Emergency Response/Intervention Team with Offshore Advanced Firefighting certification is available.
- Supervise transport and lay-out of CONTRACTOR EQUIPMENT;
- Prepare, monitor the function and pressure tests of CONTRACTOR EQUIPMENT;
- Maintain updated technical files and documentation;
- Prepare, check, run or install CONTRACTOR EQUIPMENT in the well as per COMPANY's requirements;
- Repair CONTRACTOR EQUIPMENT and accessories, when necessary, whenever on COMPANY locations (offshore);
- Participate in training sessions on the use and operations of CONTRACTOR EQUIPMENT and accessories, such sessions being attended by COMPANY's personnel or COMPANY's contracted personnel;
- Keep updated inventories of the CONTRACTOR EQUIPMENT;
- Keep adequate and update stock of spare parts and tools at CONTRACTOR's base (monthly report);
- Advice on matters related to P&A operations;

- Caution the COMPANY's supervisor if operation plan calls for special limitations participate in training sessions at CONTRACTOR's own cost on the use, operations and maintenance of CONTRACTOR EQUIPMENT and associated accessories, such sessions being attended by COMPANY's employees or COMPANY's contracted personnel.
- Key CONTRACTOR PERSONNEL shall be able to understand instructions, clearly communicate in English speaking and able to write reports in English language.

4 Requirements on quantity of CONTRACTOR PERSONNEL

COMPANY requires at least 75 persons to be assigned to this CONTRACT, as specified in the table below. Out of these, **at least 39 persons must be at the P&A UNIT at the WORKSITE at any given time to support a 24-hour continuous operation.** The key CONTRACTOR PERSONNEL are indicated in the table below with an asterisk (*)

Position	Minimum number of CONTRACTOR PERSONNEL					Work Pattern
	at office	at PSB SKL	at base at any time	at P&A UNIT at any time	assigned to this CONTRACT	
Support Staff						
Operations Manager*	1				1	Office hours, on-call
Operations Engineer*	1				1	Office hours, on-call
Administrative Officer	1	1	1		3	Office hours, on-call
Base Supervisor			1		1	Office hours, on-call
Laboratory Supervisor			1		1	Office hours, on-call
SSHE Manager*	1				1	Office hours, on-call
SSHE Officer*			1	2	4	Rotation, on-call
Site Medical Staff				1	2	Rotation, on-call
Logistics and Material Coordinator		1		1	3	Rotation, on-call
Electrician			1	1	3	Rotation, on-call
Mechanic			1	1	3	Rotation, on-call
Operational Staff						
Superintendent*				1	2	Rotation, on-call
Tool Pusher*				2	4	Rotation, 12hr shift
Jack Operator*				2	4	Rotation, 12hr shift
Pump Operator*				2	3	Rotation, 12hr shift
Assistant Pump Operator				2	3	Rotation, 12hr shift
Roughneck				4	6	Rotation, 12hr shift
Winch Operator				2	3	Rotation, 12hr shift
Roustabout				4	6	Rotation, 12hr shift
Fishing Field Specialist*				2	3	Rotation, 12hr shift
Cementer*				2	3	Rotation, 12hr shift
Welder				2	3	Rotation, 12hr shift
Crane Operator*				2	3	Rotation, 12hr shift

Slickline Crew Chief				2	3	Rotation, 12hr shift
Slickline Helper				4	6	Rotation, 12hr shift
Total Personnel	4	2	6	39	75	

Subject to clause 5.25 in Article 5, key CONTRACTOR PERSONNEL shall comprise at least 60% local resources (non-expatriate). However, for non-key CONTRACTOR PERSONNEL, at least 80% shall comprise local resources.

Failure to meet Minimum number of CONTRACTOR PERSONNEL assigned to this CONTRACT will subject to clause 16.1.1(b) under Article 16

4.1 At CONTRACTOR's office in Bangkok, Thailand

The Operations Engineer listed "at office" in the table above may be required by the COMPANY to work at COMPANY's office in Bangkok, Thailand. This position will be solely dedicated to serving a single customer i.e., COMPANY and cannot be shared with any other project.

CONTRACTOR shall assign Operations Engineer as a CONTRACTOR REPRESENTATIVE as per Sub-Article 4.2 (with full authority to act on behalf of CONTRACTOR in all matters pertaining to the CONTRACT) to be available for consultation and liaison with COMPANY's staff, continuously and over the entire term of the CONTRACT.

CONTRACTOR shall also internally provide sufficient related staff that might not be listed in the table above to support Operations Engineer i.e., Logistics and Supply Chain Manager, Accounting/Finance Manager, HR Manager, Quality Assurance/Quality Control Manager, Offshore Structural Engineer.

All costs associated with CONTRACTOR PERSONNEL listed in this section shall be included in the Operational Rate and cannot be charged separately.

4.2 At CONTRACTOR's base and/or at PTTEP PSB Songkhla, Thailand

The CONTRACTOR PERSONNEL listed "at PTTEP PSB SKL" in the table above required to work at PTTEP PSB Songkhla, Thailand to support logistics and material coordination between Jetty to WORKSITE

CONTRACTOR, at no additional cost to COMPANY, shall provide support staff as required or as necessary including, but not limited to welders, drivers, maids, casual labor, all in sufficient number to carry out the operations efficiently and safely at CONTRACTOR's base

P&A UNIT shall include two (2) electricians and two (2) mechanics, with at least one (1) electrician and one (1) mechanic present at the WORKSITE at all times, and the second electrician and mechanic stationed at the CONTRACTOR's base. COMPANY reserves the

right to assign both electricians and both mechanics to the WORKSITE or to the CONTRACTOR's base, depending on the operational requirements at any given time.

All costs associated with CONTRACTOR PERSONNEL listed in this section shall be included in the Operational Rate and cannot be charged separately.

4.3 At offshore WORKSITE and/or P&A UNIT

COMPANY may require CONTRACTOR PERSONNEL at their WORKSITE to work various shifts and times. Normal working hours for CONTRACTOR PERSONNEL are twelve (12) hours shift, or directed by the COMPANY.

The offshore P&A operation will run continuously, 24/7 on a rotating schedule, either.

- working four weeks on and then four weeks off (4/4), or
- working three weeks on and then three weeks off (3/3), or
- working four weeks on and then two weeks off (4/2).

The rotating schedule will be subject to change upon the COMPANY's discretion with at least a 2-week advance notification.

CONTRACTOR PERSONNEL must maintain their employee time records, which a COMPANY REPRESENTATIVE must approve.

All CONTRACTOR PERSONNEL assigned to the offshore WORKSITE at the P&A UNIT must have a minimum of 6 months of offshore experience as a qualification.

Some positions may require working on a call-off basis, without fixed hours, but CONTRACTOR PERSONNEL must always be available and ready to meet the COMPANY's SERVICE requirements, day or night. Regardless, CONTRACTOR PERSONNEL are entitled to at least six (6) hours of rest in any 24-hour period.

All costs associated with CONTRACTOR PERSONNEL listed in this section shall be included in the Operational Rate and cannot be charged separately.

5 Requirements on CONTRACTOR PERSONNEL's Qualifications, Duties & Experience

Position	Qualifications, Duties & Experience (years)
Operation Manager	<ul style="list-style-type: none"> • Shall have a minimum of 15 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 3 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 3 years. • Superintendent / Superintendent Capacity and with a thorough knowledge of all aspects of the P&A UNIT equipment, maintenance and P&A operations. <p>All to be P&A UNIT offshore experience.</p>

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • A resume must be included. This individual will be interviewed by COMPANY personnel before he / she is accepted • Plugging and Abandonment, Workover, Completion snubbing and through-tubing work experience, Specifically P&A Experience • Attend daily operational meetings • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, emergency response plan, bridging document, etc. • Capable of review, conclude and endorse incident/Equipment failure/NPT/Reduced performance reports and providing the summarized presentations to COMPANY as per COMPANY requirements. • Effective communication both written and spoken between CONTRACTOR and COMPANY onshore superintendent • Technical Expertise in all aspects of P&A UNIT operations • Good computer skills i.e. EXCEL, WORD, etc. • Provided technical input on operational matters • Managing invoices • QA/QC invoices for accuracy • Monitoring contract value • Interfacing with the COMPANY cost controllers • Negotiating contract disputes • Interfacing the COMPANY contract manager • Interfacing between CONTRACTORS accounting dept. • Monitoring service quality performance • Completing service quality investigations to full closure • Presenting to COMPANY service quality performance • Travelling to COMPANY field locations to monitor, investigate and enforce service quality compliance with agreed standards in this document • Specific process for acceptance of P&A UNIT and associated equipment • Be capable to give a short course in P&A UNIT technologies to office personnel on all related topics above
Operations Engineer	<ul style="list-style-type: none"> • Shall have a minimum of 10 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 3 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 3 years. • A resume must be included. This individual will be interviewed by COMPANY personnel before he/ she is accepted. • Assist to improve safety and operational efficiency of P&A UNIT Operations offshore. • Assist to develop Risk assessment, well control procedure, Emergency response plan and operational procedures, etc. • Shall have offshore exposure to Well workover, Completion snubbing, through-tubing work and specifically P&A Experience.

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • Capable of assisting to develop P&A UNIT operational procedures and collect the lesson learnt for each section / phase of P&A UNIT operations. • Capable of generating incident/Equipment failure/NPT/Reduced performance reports and providing the summarized reports and presentations to COMPANY as per COMPANY requirements. • Attend daily onshore operational meetings at PTTEP office in Bangkok • Effective communication both written and spoken between CONTRACTOR and COMPANY • Hold a valid IADC/IWCF Well Control Certification Supervisor Level 4 • Ensure offshore operation is performed in a safe manner i.e. stop work authorities, Stop Observation Card, JSA, risk assessment, emergency response plan, bridging document, etc. • Good computer skills i.e. EXCEL, WORD, etc. • Technical Expertise in all aspects of P&A operations • Technical Workover / completions and well intervention courses
Base Supervisor	<ul style="list-style-type: none"> • Shall have a minimum of 10 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 3 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 3 years. • Must be based in CONTRACTOR's base. • Responsible for overall coordination of the SERVICES. • Responsible for logistic management and coordination. • Liaise with COMPANY with respect to all matters in connection with the SERVICES and shall visit the WORKSITE as required for inspection, audit, and problem solving. • Ensure Onshore operation is performed in a safe manner, including stop work authorities, Stop Observation Card, JSA, risk assessment, etc. • Must attend regular meetings with COMPANY superintendent. • Must attend CONTRACTOR meetings at COMPANY's LKU base. • Must be familiar with various cementing techniques and equipment. • Excellent knowledge of health, safety, and environmental regulations related to cementing services. • Ability to manage and supervise the day-to-day activities of cementing crews and ensure quality of work. • Must have experience in inventory management, stock control, and procurement of spare parts and equipment required for cementing services. • Strong organizational and analytical skills to manage inventory levels and ensure that adequate stock is available to meet operational requirements. • Ability to manage and maintain equipment in accordance with manufacturer recommendations and company procedures. • Excellent knowledge of maintenance procedures, including preventative maintenance and troubleshooting techniques. • Must be familiar with inventory management software and tools.

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • Ability to develop and implement inventory control processes and procedures to minimize inventory carrying costs and maximize inventory turnover. • Knowledge of industry regulations and standards related to equipment maintenance and spare parts management. • Ability to develop and implement maintenance schedules to ensure that equipment is properly maintained and repaired in a timely manner. • Must have strong attention to detail and the ability to maintain accurate records of inventory, maintenance, and repair activities. • Excellent communication skills to coordinate with suppliers and vendors to ensure timely delivery of spare parts and equipment.
Administrative Officer	<ul style="list-style-type: none"> • Having experience in administrative tasks related to the oilfield is preferred. • Serve as a document controller for operational programs and reports. • Manage a filing on any PTTEP's workflow. • Respond to inquiries from employees and clients. • Organize and manage the company's calendar, including scheduling appointments. • Reserve meeting rooms as needed. • Manage the distribution and storage of correspondence, such as letters, emails, and packages. • Compile reports and presentations that include statistical data, as required. • Coordinate travel arrangements and accommodations. • Plan and schedule both internal and external events. • Provide support to other roles as necessary. • Possess strong computer skills, including proficiency in Excel, Word, and similar software.
SSHE Manager	<ul style="list-style-type: none"> • Shall possess a minimum of five (5) years of relevant project experience. • Shall have served in a lead capacity for at least five (5) years. • Shall hold a degree in an SSHE-related subject, or • Shall be an IOSH/OSHA member with Chartered status.
Site Medical Staff	<ul style="list-style-type: none"> • Shall possess graduated nurse (BSN/ BScN) or EMT (BS EMT) • Shall Valid professional license in the country of operation. • Shall have At least 3 years experienced in Emergency medicine, or General Practitioner • Shall have food safety and hygiene training from the international accepted course such as HACCP. • Shall have validation of ACLS, BLS, and ITLS training courses certificated by any international accepted training centers (such as American Heart Association training center) • Shall have validation of Occupational Medicine trained by the recognizable center in the country of operation. • Shall possess occupational health skills/training. • Shall work under an approved medical consultation service company. • Shall be approved by PTTEP Medical Team

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • Shall hold medical malpractice and general liability Insurance coverage of at least 100,000 US per event.
Superintendent	<ul style="list-style-type: none"> • Shall have a minimum of 15 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 5 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 2 years. • Shall have minimum of three (3) years of experience running P&A, Workover, Completion and through-tubing work experience • In Charge / Main coordination of P&A UNIT Operations offshore • A resume must be included. This individual will be interviewed by COMPANY personnel before he/ she is accepted • Good computer skills i.e. EXCEL, WORD, etc. • Capable of generating daily written work instructions for P&A Supervisor, Jack opt, Pump man and copy to PTTEP representative • Capable of generating Equipment failure/NPT/Reduced performance reports for CONTRACTOR and to be provided to COMPANY as per COMPANY requirements • Effective communication both written and spoken between CONTRACTOR and COMPANY onsite representative • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc. • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Monitoring service quality performance • Hold a valid IADC/IWCF Well Control Certification Supervisor Level 4 • Technical Workover/completions and well intervention courses
Tool Pusher	<ul style="list-style-type: none"> • Shall have a minimum of 10 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 5 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 2 years. • P&A, Workover, Completion and through-tubing work experience • Ensure offshore operation is performed in a safe manner i.e. pretour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc. • Effective communication between CONTRACTOR and COMPANY onsite representative • Good computer skills i.e. EXCEL, WORD, etc. • Capable of generating Equipment failure/NPT/Reduced performance reports for CONTRACTOR and to be provided to COMPANY as per COMPANY requirements. • Attend daily offshore operational meetings as required • Will be responsible for maintain adequate equipment orders, monitoring offshore inventory stock levels for equipment and consumables • Must know all CONTRACTOR P&A UNIT equipment and is expected to give recommendation when required

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • A resume must be included. This individual will be interviewed by COMPANY personnel before he/ she is accepted • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Monitoring service quality performance • Hold a valid IADC/IWCF Well Control Certification Supervisor Level 4 • Basic well intervention course or technical course
Jack Operator	<ul style="list-style-type: none"> • Shall have a minimum of 5 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 3 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 2 years. • P&A, Workover & Completion experience • A resume must be included. This individual will be interviewed by COMPANY personnel before he/ she is accepted • Familiar with oilfield working environment • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc. • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Hold a valid IADC/IWCF Well Control Certification Operator Level 3
Pump Operator	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 2 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 1 years. • Good knowledge in different operations • Familiar with oilfield working environment • Workover & Completion experience • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Assistant Pump Operator	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall be familiar with the offshore working environment, with at least 2 years of experience related to P&A operations. • Shall have been in this role or a similar role for at least 1 years. • Good knowledge in different operations • Familiar with oilfield working environment • Workover & Completion experience. • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Roughneck	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall have been in this role or a similar role for at least 1 years. • P&A UNIT experience in their specific operations • Good knowledge in different operations

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • Workover & Completion experience • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Winch Operator	<ul style="list-style-type: none"> • Shall have a minimum of 2 years of oilfield experience. • Shall have been in this role or a similar role for at least 1 years. • P&A UNIT experience in their specific operations • Able to operate winch, gin pole, jib crane, or operate pipe lay down or pipe up system under supervision of Jack Operator • Good knowledge in different operations • Workover & Completion experience • Ensure offshore operation is performed in a safe manner i.e., pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Fishing Field Specialist	<ul style="list-style-type: none"> • Shall have a minimum of 5 years of oilfield experience. • Shall have been in this role or a similar role for at least 3 years with a thorough knowledge of all aspects of the Fishing service, Bridge plug/ Cement retainer system, Hydraulic/Mechanical Setting tool equipment, maintenance and well intervention operation offshore • Good knowledge in different operations • Familiar with oilfield working environment • Workover & Completion experience • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Cementer	<ul style="list-style-type: none"> • Shall have a minimum of 5 years of oilfield experience. • Shall have been in this role or a similar role for at least 2 years with a thorough knowledge of all aspects of the Cement EQUIPMENTS, Bridge plug/ Cement retainer system, Hydraulic/Mechanical Setting tool equipment, maintenance and well intervention operation offshore • Good knowledge in different operations • Familiar with oilfield working environment • Workover & Completion experience • Technical Expertise in all aspects of P&A UNIT operations • Provided technical input on operational matters • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Crane Operator	<ul style="list-style-type: none"> • Shall have minimum of five (5) years offshore oilfield experience with at least three (3) years with class A certificate and with a thorough knowledge of all aspects of crane operations. • Hold a valid class A certificate. • API 2C Certification • Qualified API RP2D training • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.

Position	Qualifications, Duties & Experience (years)
Roustabout	<ul style="list-style-type: none"> • Shall have a minimum of 2 years of oilfield experience. • Shall have been in this role or a similar role for at least 1 years. • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc..
Electrician	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall have been in this role or a similar role for at least 2 years. • Experience in electrical Field Maintenance Knowledge of all aspects of the P&A UNIT equipment including SCR electrics, maintenance and offshore Well intervention operations • Good computer skills i.e. EXCEL, WORD, etc. • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Mechanic	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall have been in this role or a similar role for at least 2 years. • Experience in Field Maintenance • Knowledge of all aspects of the P&A UNIT equipment including Pumps, maintenance and offshore Well intervention operations • Good computer skills i.e. EXCEL, WORD, etc. • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Welder	<ul style="list-style-type: none"> • Shall have a minimum of 3 years of oilfield experience. • Shall have been in this role or a similar role for at least 2 years. • Provide certified welders/fitters to support P&A UNIT operations • Experience in Field Maintenance • Experience in offshore operations working as welder and fitter • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
SSHE Officer	<ul style="list-style-type: none"> • Shall have a minimum of three (3) years of SSHE supervisory work experience related to the Project Scope. • Shall hold a Diploma or Degree in an SSHE-related subject, or • Shall be a Certificated Safety Officer at the level required by legal requirements, and/or • Shall hold a Bachelor of Science degree in Occupational Health and Safety or be a member of an independent, internationally recognized Professional Institution such as IOSH or OSHA.
Logistics and Material Coordinator	<ul style="list-style-type: none"> • Shall have a minimum of 2 years of oilfield experience related to material management, inventory control, logistics, and procurement. • Shall have been in this role or a similar role for at least 1 year. • Shall have a minimum 1 year of service with the present CONTRACTOR. • Good computer skills i.e. EXCEL, WORD, etc. • Be a focal point for cargo movement • Capable to prepare material request document, custom related document, etc • Maintain updated spare parts inventory, max/min inventory control which includes critical spare parts list

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none"> • Coordinate with onshore contractor logistic for cargo movement • Coordinate with PTTEP material coordinator for barge management
Slickline Crew Chief	<ul style="list-style-type: none"> • Shall be familiar with the offshore working environment, with at least 10 years of experience related to slickline operations. • Shall have been in this role or a similar role for at least 3 years. • Able to operate FlyLine K-Winch units or equivalent and pressure control equipment. • Sufficient self-confidence to supervise wireline activities under his responsibility. • Some proficiency with a personal computer and common applicable functions/programs is preferred • Wireline Crew Chief must ensure that safeguards, safety appliances, personnel. • protective equipment and/or devices required by PTTEP regulations and • standing instructions are used by their crews. • Hold a valid IADC/IWCF Well Control Certification Operator Level 3 • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc.
Slickline Helper	<ul style="list-style-type: none"> • Shall have a minimum of 5 years of oilfield experience. • Shall have been in this role or a similar role for at least 2 years. • Knowledge of tools, equipment and the methods, and involved in the slick line and braided line operation of cased-hole wells • Ensure offshore operation is performed in a safe manner i.e. pre tour and weekly meeting, stop work authorities, SOC, JSA, risk assessment, etc. • When there are no slickline operations, the slickline helper may be reassigned as a Roustabout to support other P&A operations. <p>CONTRACTOR shall ensure that the slickline helper has the necessary competency to perform Roustabout duties safely and effectively.</p>
Laboratory Supervisor	<ul style="list-style-type: none"> • Shall have a minimum of 5 years of cementing laboratory experience. • Shall have been in this role or a similar role for at least 2 years. • Must have experience with various types of cement and additives used in oil and gas well cementing operations. • Must have a good understanding of all International Standards such as ISO, API or ASTM related to cement testing. • Must have experience in supervising laboratory technicians and managing laboratory operations. • Must have experience in calibration and maintenance of laboratory equipment in accordance with procedures and ISO standards. • Must have good communication and interpersonal skills to effectively work with team members and clients. • Must be detail-oriented and have strong analytical and problem-solving skills. • Must have a good understanding of HSE policies and procedures and ensure that laboratory operations comply with relevant regulations and standards.

Position	Qualifications, Duties & Experience (years)
	<ul style="list-style-type: none">• Must have experience in developing and implementing laboratory procedures to ensure efficient and accurate testing of cement slurry.• Must have experience in reporting laboratory test results and interpreting data to provide recommendations to improve cement slurry design and performance.

6 Specific Pricing Terms and Conditions of CONTRACTOR PERSONNEL

6.1 Additional CONTRACTOR PERSONNEL sent to the LOCATION at request of COMPANY, CONTRACTOR will be supplied at no charge unless mutually agreed by COMPANY and CONTRACTOR. If additional CONTRACTOR PERSONNEL are required, Exhibit B prices shall apply. If the job can be performed safely and effectively with fewer CONTRACTOR PERSONNEL, COMPANY and CONTRACTOR can mutually agree on the reduced CONTRACTOR PERSONNEL requirements.

6.2 All overhead and operational costs associated with CONTRACTOR's infrastructure are to be included in the monthly and daily rental rates and other charges payable for CONTRACTOR EQUIPMENT and SERVICES. In order to perform his obligations hereunder, CONTRACTOR shall provide and use, at no cost to COMPANY, all administrative and technical services and facilities of his entire organization (including any his parent, subsidiary, or AFFILIATE) to achieve optimum results, whether or not such resources are situated within the area of operations.

Attachment 1 to Exhibit C

CV of CONTRACTOR PERSONNEL



Contractor
Personnel

Exhibit D
CONTRACTOR EQUIPMENT

Exhibit D

P&A UNIT's SPECIFICATION and COMPANY's requirement

Exhibit E
CONTRACTOR's Documentations

Exhibit E

CONTRACTOR's Documentations

CONTRACTOR shall provide the following documentation as a minimum:

1. CONTRACTOR's standards applicable to the scope of SERVICES.
2. Standard Operating Procedures (SOPs) for all activities conducted at the P&A UNIT or in the COMPANY's vicinity.
3. Equipment Operating and Maintenance Manuals for all equipment provided by the CONTRACTOR and used at the P&A UNIT or in the COMPANY's vicinity.
4. Comprehensive Work Instructions (WI) along with the corresponding Job Safety Analysis (JSA) for all activities conducted at the P&A UNIT or in the COMPANY's vicinity.

Please note that all documents submitted as part of this CONTRACT that are not in English must be accompanied by a certified translation. The translation must be performed by a certified translator who meets the requirements of ISO 17100:2015 (Translation Services – Requirements for Translation Services) or is a member of a recognized professional body such as the American Translators Association (ATA), Institute of Translation and Interpreting (ITI), National Accreditation Authority for Translators and Interpreters (NAATI), Association of Thai Translators and Interpreters (ATTI), or other equivalent professional bodies recognized in the respective countries. The certified translation must include:

1. A signed statement of accuracy from the translator.
2. The translator's credentials and contact information for verification.

Both the original document and the certified translation must be submitted together. The provision of this translation shall be at no cost to the COMPANY.

Exhibit F
COMPANY's Rules and Regulations

Exhibit F

COMPANY'S RULES AND REGULATIONS

Exhibit F file can be found at [2024.0821 Exhibit F](#)

Exhibit F.1 SSHE Contract Requirements



SSHE Contract
Requirements P&A G:

Exhibit F.2 SSHE Standard, Procedure and Guideline

[\[Refer to link above\]](#)

Exhibit F.3 SSHE Training and Competency

[\[Refer to link above\]](#)

Exhibit F.4 Other Rules and Regulations e.g., lifting, electrical, etc.

[\[Refer to link above\]](#)

Exhibit F.5 Well Operations Related Standard, Procedure and Guideline

[\[Refer to link above\]](#)

Exhibit F.6 Bridging Document

[\[Refer to link above\]](#)

Exhibit F.7 P&A Jobs Deliverables



P&A Jobs
Deliverables.zip

Exhibit F.8 Support Vessel and Platform Information

[\[Refer to link above\]](#)

Exhibit G
Data Processing Requirements

[If Applicable]

Exhibit H
Data Transfer Requirements

[If Applicable]