



**DOMESTIC PETROLEUM OPERATING BRANCH –  
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION  
LIMITED**

**And**

.....

**For**

**PROVISION OF QUALITY ASSURANCE AND QUALITY CONTROL  
(QAQC) SERVICES FOR DAI HUNG NAM PROJECT, BLOCK 05-1(a),  
OFFSHORE VIETNAM**

**FRAME CONTRACT No. :PVEPPOC-DHN-2025-010**

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## EXHIBITS

EXHIBIT I	SCOPE OF WORK
EXHIBIT II	COMPENSATION

EXHIBIT III	CALLOUT WORK ORDER PROCEDURE
EXHIBIT IV	INVOICING PROCEDURE

### **PREAMBLE**

This Contract (hereinafter referred to as "CONTRACT") is made and entered into this ..... day of ..... 2025 effective as of the ..... day of ..... 2025 ("Effective Date") between:

**DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**, a company organized and existing under the Laws of S.R Vietnam and having its registered address at 15<sup>th</sup> Floor, Victory

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Tower, 12 Tan Trao Str., Tan My Ward, Dist. 7, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT") of the first part;

And

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_  
having its registered office at \_\_\_\_\_ and  
place of business at \_\_\_\_\_ (hereinafter referred to  
as "CONTRACTOR") of the second part. (Hereinafter the parties of the first and second parts  
shall be referred to singularly as "Party" and collectively as "Parties").

**WHEREAS :** CLIENT, pursuant to various Production Sharing Contracts entered into with PETROVIETNAM (Vietnam Oil and Gas Corporation) is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam.

**WHEREAS :** CLIENT in connection with its activities as aforesaid, desires to carry out the field development and associated operations in the Area of Operations and to enter into this CONTRACT with CONTRACTOR for the purpose of carrying out said operations; and

**WHEREAS :** CLIENT requires the **Provision of QA/QC Services for Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam** (hereinafter referred to as the "SERVICES" or "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

**WHEREAS :** CONTRACTOR is engaged in such specialized operations and represents that it has adequate resources and equipment in good working order and fully trained personnel capable of operating such equipment in a safe and efficient manner and that it is willing to carry out the said activities and services for CLIENT and to provide Provision of QA/QC Services for Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam detailed in the relevant EXHIBITS attached hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:



## 1. **DEFINITIONS**

The following definitions shall be used for the purpose of interpreting this CONTRACT. Further definitions not contained in this Clause shall apply to the Exhibit in which they are stated and subsequent Exhibits.

“AFFILIATE” means a legal entity which controls, or is controlled by the PARTY or is controlled by a legal entity that also controls such PARTY. In this context “control” means the right to exercise directly or indirectly fifty (50) per cent or more of the voting rights in the appointment of the directors of such legal entity or PARTY, or the voting shares or stock of such legal entity or PARTY, or the legal control of management for decisional authority of such legal entity or PARTY.

“CHANGE” means any variation, modification, addition, or deletion to, in or from the SERVICES.

“CHANGE ORDER” means the formal document that stipulates the scope of work, schedule and cost of a CHANGE approved by CLIENT in accordance with EXHIBIT III – CONTRACT ADMINISTRATION.

“COMPLETION CERTIFICATE” means the certificate issued by CLIENT pursuant to Clause 7.

“COMPLETION DATE” means a date which stated in COMPLETION CERTIFICATE.

“CLIENT GROUP” means CLIENT, CLIENT’s other contractors, the co-venture, its and their respective AFFILIATES and its and their respective shareholders, directors, officers, invitees, parent, co-owners, co-lessors, partners, subsidiaries and employees (including agency personnel), but shall not include any member of CONTRACTOR GROUP.

“CLIENT REPRESENTATIVE” shall have the meaning as described in Clause 4.1.

“CONTRACT PRICE” means the total price for the SERVICES as described and stipulated in detail in EXHIBIT II – COMPENSATION.

“CONTRACTOR GROUP” means CONTRACTOR, SUBCONTRACTORS of any tier, its and their AFFILIATES, its and their respective suppliers, directors, officers, invitees and employees (including agency personnel), but shall not include any member of CLIENT GROUP.

“CONTRACTOR REPRESENTATIVE” shall have the meaning as described in Clause 4.2.

“COUNTRY” means the Socialist Republic of Vietnam.

“DAY” means a full day under the Gregorian calendar.

“DEFECTS” shall mean defect, incompleteness, fault, and inadequacy, flaw, poor workmanship, performance deficiencies and the like with respect to the SERVICES under this CONTRACT.

“DELIVERABLES” shall mean the data, reports, certificates information and/or other related documents which are prepared and delivered by CONTRACTOR as a part of the SERVICES under this CONTRACT.

“EFFECTIVE DATE” shall mean the date which this CONTRACT became into effect as provided in Form of Agreement.

“EpCI” CONTRACTOR shall mean the company or consortium which is awarded any or all of the Engineering, Procurement, Construction and Installation for the project.

“FACILITY” or “FACILITIES” means the facilities to which the SERVICES apply as



more fully described in EXHIBIT I – SCOPE OF SERVICES.

“KEY PERSONNEL” shall mean the qualified and key individual(s) acceptable to CLIENT assigned exclusively by CONTRACTOR directly to perform the SERVICES under this CONTRACT as specified in EXHIBIT I – SCOPE OF SERVICES. and as listed in EXHIBIT III – CONTRACT ADMINISTRATION.

“NOTICES” means a formal communication which addresses a significant issue under the CONTRACT that may have a material or legal impact on the CONTRACT.

“PARTY” shall mean either CLIENT or CONTRACTOR and collectively they are known as the PARTIES.

“PERSONNEL” shall mean the personnel assigned by CONTRACTOR and/or its SUBCONTRACTOR for performance of the SERVICES under this CONTRACT as described in EXHIBIT I – SCOPE OF SERVICES.

“PROJECT” means the Dai Hung Nam Project as described in EXHIBIT I – SCOPE OF SERVICES.

“QA” shall means Quality Assurance

“QC” shall means Quality Control

“SERVICES” shall mean work and/or services to be performed by CONTRACTOR and/or SUBCONTRACTOR in accordance with this CONTRACT as described in SCOPE OF SERVICES.

“SUBCONTRACT” shall mean any contract between CONTRACTOR and any party or between such party and its subcontractors of any tier (other than CLIENT or any employees of CONTRACTOR) for the performance of any part of the SERVICES.

“SUBCONTRACTOR” shall mean any contractor to whom any part of the SERVICES has been subcontracted by CONTRACTOR or a SUBCONTRACTOR of any tier in accordance with the provisions of this CONTRACT.

“THIRD PARTY” shall mean any party excluding CLIENT GROUP, and CONTRACTOR GROUP.

“WORK SITE” shall mean location(s) where any part of the SERVICES is performed by any member of CONTRACTOR GROUP.

## **2. INTERPRETATION**

- 2.1 All instructions, notices, agreements, authorizations, approvals and acknowledgements under this CONTRACT shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

Nevertheless, if for any reason it is considered necessary and urgent by CLIENT to give an instruction to CONTRACTOR orally in the first instance, CONTRACTOR shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that, if CONTRACTOR confirms in writing any such oral instruction which is not contradicted in writing by CLIENT without undue delay, it shall be deemed to be an instruction in writing by CLIENT.

- 2.2 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time this CONTRACT being in force.
- 2.3 The documents forming this CONTRACT are to be taken as mutually explanatory of one another. In case of ambiguities and discrepancies the same shall be explained and



adjusted by only CLIENT who shall thereupon issue to CONTRACTOR instructions thereon.

- 2.4 The words “include”, “includes” and “including” are not limiting and are deemed to include the words “but not limited to”.
- 2.5 The plural and singular of words shall be interchanged to the extent necessary in the context presented.
- 2.6 Reference to an Exhibit or an Attachment refers to an Exhibit or Attachment forming part of the CONTRACT.

### **3. CONTRACTOR’S GENERAL OBLIGATIONS**

- 3.1 CONTRACTOR represents and agrees that it has all necessary and adequate resources, skills, knowledge, competency, capacity and techniques for the performance of SERVICES and shall take all actions and provide or arrange to have all resources required for due and proper performance of the SERVICES.
- 3.2 CONTRACTOR undertakes to perform and provide the SERVICES:
- a) with all due skill, care, independence, impartiality, objectivity and diligence, in a good, professional and workmanlike manner in accordance with best accepted international and Vietnamese practices and standards in the oil and gas industry and other practices, standards, regulations, and codes as may be specified by CLIENT;
  - b) in strict compliance with all applicable governmental, local and other competent authorities’ laws and regulations, practices, standards, norms and codes presently in effect and becoming effective in Vietnam, all applicable safety, health and environmental standards in the international petroleum and energy industries, and its own procedures and codes, standards (if applicable) during the performance of the SERVICES and in the countries where the SERVICES is performed; and
  - c) by acting in respect of any matter relating to this CONTRACT, or to the SERVICES as a faithful contractor to CLIENT, and at all times support and safeguard CLIENT’s legitimate interests in any dealings with THIRD PARTY.
- 3.3 CONTRACTOR shall also:
- a) provide all skills and competent PERSONNEL with all necessary qualifications and experience appropriate and required for the provision of the SERVICES under this CONTRACT;
  - b) perform the SERVICES in a timely manner. CONTRACTOR’s timely performance is a material obligation of this CONTRACT. Time is of the essence with respect to CONTRACTOR’s performance and completion of the SERVICES;
  - c) promptly inform CLIENT in writing and seek guidance if any information or any documents provided or caused to be provided to CONTRACTOR is found to be inadequate or to contain any material inaccuracies and suggest any correction and/or adjustment if necessary;
  - d) synchronize and coordinate all TECHNICAL DOCUMENTS and DELIVERABLES under this CONTRACT;
  - e) liaise and cooperate with any parties whom CLIENT has notified to CONTRACTOR during the performance of the SERVICES;



- f) promptly provide CLIENT with all necessary information related to the SERVICES and as requested by CLIENT;
- g) obtain and maintain the insurance required by Clause 16 herein;
- h) report immediately to CLIENT any accidents, involving death of or injury to PERSONNEL or any other person, and any fire, explosion, or any other loss or damage which may affect CONTRACTOR's ability to perform the SERVICES; and
- i) maintain proper records, which may affect the performance of the accurate and systematic books of account, invoice records, documents and other evidence pertaining to the SERVICES in accordance with generally accepted international accounting principles and agrees to make available at all times any such books of account, invoice records, documents or other evidence, insofar as they relate to the calculation of the compensation and the performance of CONTRACTOR, for inspection, audit or reproduction by CLIENT. CONTRACTOR shall preserve and maintain such records in order that they may be available to CLIENT for a period of five (5) years from the date of the completion or termination of this CONTRACT.

3.4 CONTRACTOR shall:

- a) render the SERVICES immediately after EFFECTIVE DATE in accordance with the schedule stated in EXHIBIT I – SCOPE OF SERVICES;
- b) guarantee and be responsible for the sufficiency, accuracy and quality of the SERVICES in accordance with the standards employed by an international QA/QC service provider on a project of similar scale to the requirements under this Contract.
- c) provide CLIENT with all necessary information related to the SERVICES and as requested by CLIENT;
- d) be liable to CLIENT for the acts of its PERSONNEL in accordance with its liabilities under the Contract;
- e) be liable for loss or damage as a result of any act error, omission or statement by CONTRACTOR or CONTRACTOR's employees, agents or SUBCONTRACTOR;
- f) at its own cost be responsible for obtaining and maintaining all necessary licenses, permits, consents, and approvals or other authorizations from all governmental, professional or other bodies having jurisdiction which are necessary for the performance of the SERVICES by CONTRACTOR GROUP;
- g) afford the SERVICES the highest priority, and endeavour to ensure that no other job of CONTRACTOR shall take precedence over the SERVICES and its scheduled completion date;
- h) neither have interest, nor accept any trade commission, Compensation or similar payment in connection with activities in connection with the SERVICES or to discharge its obligations, except as provided for in this CONTRACT;
- i) ensure all DELIVERABLES prepared by or on behalf of CONTRACTOR in the course of providing the SERVICES shall be certified by CONTRACTOR REPRESENTATIVE as having been prepared by staff with appropriate qualifications, experience and competence and as having been checked and approved for accuracy, compliance with relevant laws while meeting the



requirements set forth in this CONTRACT; and

- j) take due regard to all festival, holidays, days of rest etc. and confirms that such events will not affect CONTRACTOR's performance of the SERVICES nor the CONTRACT PRICE.
- 3.5 CONTRACTOR shall be solely responsible for the payment of labour employed or hired by CONTRACTOR, whether employee, contract, or other status, including all social benefits, compensation, termination payments, and employee benefits of whatever description required by CONTRACTOR's employment policies or by applicable laws. CONTRACTOR agrees to release, defend, indemnify and hold CLIENT GROUP harmless from and against any and all claims, liabilities and expenses of any nature whatsoever resulting from CONTRACTOR's failure, or of any failure of SUBCONTRACTOR, to pay such obligations.
- 3.6 CONTRACTOR is solely responsible, at its own cost, for providing or arranging all materials, suppliers, equipment (including vehicles and vessels), computer work station, software, management, supervision, personnel, local travel, support services, other services and expertise necessary to perform the SERVICES as required by this CONTRACT.
- 3.7 CONTRACTOR shall ensure that all PERSONNEL comply with applicable laws including immigration laws and where required are in possession of a valid and legal work permit (or equivalent) for the duration of this CONTRACT. When requested, details of such work permits shall be submitted to CLIENT prior to the employee being engaged in the SERVICES. If CLIENT identifies, in its reasonable judgment, any lack of compliance of any applicable law in this regard that might result in a legal claim against CLIENT, CLIENT may withhold such amounts as it deems reasonably necessary to cover all costs and expenses of the potential legal claim, until CONTRACTOR achieves full compliance with such relevant law.
- 3.8 All PERSONNEL shall be subject to CLIENT's acceptance and approval, or otherwise at the sole discretion of CLIENT, and shall fully meet the minimum requirements criteria for PERSONNEL as listed in EXHIBIT I – SCOPE OF SERVICES. Nevertheless, and despite any such acceptance or approval by CLIENT of PERSONNEL, at no time shall PERSONNEL be considered as an employee of CLIENT in any capacity or effect.
- 3.9 The list of KEY PERSONNEL who are engaged in the SERVICES are listed in EXHIBIT III – CONTRACT ADMINISTRATION referring to Attachment 1 and Attachment 2.
- 3.10 CONTRACTOR shall be wholly responsible for ensuring that any member of CONTRACTOR GROUP working or traveling to Vietnam or any locations outside Vietnam to perform the SERVICES have been properly immunized in accordance with the World Health Authority recommendations. Furthermore, CONTRACTOR shall carry adequate insurance or provide a legal undertaking to CLIENT that it will provide a "medivac" facility in the event that any member of CONTRACTOR GROUP becomes ill and are in need of immediate repatriation for medical treatment.
- 3.11 When working at CLIENT's premises or other WORK SITES, PERSONNEL shall be subject to all disciplinary, administrative and safety regulations and arrangements applicable to that WORK SITE. CONTRACTOR shall take all necessary steps to ensure compliance with such regulation and arrangements.
- 3.12 CONTRACTOR shall engage and retain the KEY PERSONNEL who are able to competently provide the SERVICES under this CONTRACT.



- 3.13 CONTRACTOR shall compensate CLIENT at the respective rate stipulated in EXHIBIT III – CONTRACT ADMINISTRATION if any KEY PERSONNEL are reassigned without approval by CLIENT.

#### **4. CLIENT AND CONTRACTOR REPRESENTATIVES**

##### **4.1 CLIENT REPRESENTATIVE**

- a) CLIENT shall designate a representative (“CLIENT REPRESENTATIVE”) who shall have authority to act for and on behalf of CLIENT in all matters connected with this CONTRACT at all times during the implementation of this CONTRACT. All formal notices, instructions, orders, certificates, approvals and all other communications under this CONTRACT shall be given by the CLIENT REPRESENTATIVE, except as otherwise addressed herein.
- b) The CLIENT REPRESENTATIVE and his designates, nominees and the like shall have full and free access at all reasonable times to CONTRACTOR’s technical specifications and other relevant documentations in relation to the SERVICES and further shall have the right to inspect, check, or otherwise monitor any part of the SERVICES as it is performed.

For all purposes outlined in this Clause 4.1:

- CLIENT REPRESENTATIVE and his designates, nominees and the like shall be given full and free access to the premises of CONTRACTOR and SUBCONTRACTORS in relation to the SERVICES;
  - CONTRACTOR hereby undertakes to ensure that SUBCONTRACTORS are informed of CLIENT’s rights of access to their premises for the purposes listed above and that all SUBCONTRACTS contains a provision which grants CLIENT REPRESENTATIVE and his designates, nominees and the like, full and free access to the SUBCONTRACTOR’s premises and the work fronts; and
  - CONTRACTOR and SUBCONTRACTORS shall provide such reasonable assistance as required by CLIENT REPRESENTATIVE and any designates, nominees and the like in relation to the SERVICES and obligations under this CONTRACT.
- c) The CLIENT REPRESENTATIVE shall have the right to delegate his responsibilities to another person in his absence.

##### **4.2 CONTRACTOR REPRESENTATIVE**

- a) CONTRACTOR shall designate a representative (“CONTRACTOR REPRESENTATIVE”) who is qualified, competent, experienced and professional, fluent in English that shall have authority to act for and on behalf of CONTRACTOR in all matters connected with this CONTRACT and to whom all enquiries shall be directed. All formal notices, instructions, orders, certificates, approvals and all other communications under this CONTRACT shall be given by the CONTRACTOR REPRESENTATIVE.
- b) CONTRACTOR REPRESENTATIVE shall coordinate and liaise with CLIENT REPRESENTATIVE in respect of performance of the SERVICES.
- c) CONTRACTOR shall advise CLIENT in writing prior to commencement of the SERVICES of the name, postal address and office and home telephone numbers of CONTRACTOR REPRESENTATIVE.
- d) The CONTRACTOR REPRESENTATIVE shall have the right to delegate his





responsibilities to another competent person in his absence.

**5. CONTRACTOR TO INFORM CLIENT**

- 5.1 CONTRACTOR shall notify CLIENT and without undue delay of all things, which in the opinion of CONTRACTOR appear to be deficiencies, omissions, contradictions or ambiguities in this CONTRACT or conflicts with applicable law. CLIENT shall review these items and issue the necessary instructions before CONTRACTOR proceeds with any part of the SERVICES affected.
- 5.2 CONTRACTOR shall notify CLIENT immediately of any imminent or actual stoppages of work, industrial disputes or other matters affecting or likely to affect the carrying out or completing any of the SERVICES.

**6. ASSIGNMENTS AND SUBCONTRACTING**

**6.1 Assignment**

- a) At any time, CLIENT shall be entitled to assign this CONTRACT in whole or in part to any of its AFFILIATES without the prior consent of CONTRACTOR.
- b) CONTRACTOR shall not assign this CONTRACT or any benefit or interest therein, whether in whole or in part, without the prior written approval of CLIENT.

**6.2 Subcontracting**

- a) CONTRACTOR shall not subcontract the whole of this CONTRACT nor any substantial part thereof. CONTRACTOR shall not enter into any SUBCONTRACT with any part of its obligations under this CONTRACT without the prior written consent of CLIENT, which shall not be unreasonably withheld. Such consent if given shall not relieve CONTRACTOR from any liability or obligation under this CONTRACT.
- b) No SUBCONTRACT shall bind or purport to bind CLIENT in anyway whatsoever. CONTRACTOR shall ensure that any SUBCONTRACTOR shall be bound by and observe the provisions of this CONTRACT in so far as they apply to the SUBCONTRACT.
- c) CONTRACTOR shall be responsible for all work, acts, omissions and defaults of any SUBCONTRACTOR as fully as if they are work, acts, omissions or defaults of CONTRACTOR.
- d) Before entering into any SUBCONTRACT as provided in Clause 6.2(a), CLIENT shall be given an adequate opportunity to review the SUBCONTRACT, the choice of SUBCONTRACTOR, the part of the SERVICES included in the SUBCONTRACT and any other relevant details requested by CLIENT. In particular, CONTRACTOR shall provide details that clearly demonstrates the proposed SUBCONTRACTOR has the requisite experience and is fully capable of performing the SERVICES in all respects, including human, physical and financial resources.

**7. ACCEPTANCE OF SERVICES AND DEFECTIVE PERFORMANCE**

**7.1 Acceptance of SERVICES**

- a) All SERVICES shall be performed in accordance with the CONTRACT to the reasonable satisfaction of CLIENT.
- b) During the SERVICES, CLIENT shall progressively accept that the SERVICES



have been performed to its reasonable satisfaction via the signing of timesheets, reports and the like as addressed in Exhibit III. Such acceptance by CLIENT does not affect the right for CLIENT to invoke the provisions as set out under Clause 7.2 if any DEFECTS or unacceptable performance of the SERVICES are subsequently identified by CLIENT.

- c) When CONTRACTOR opines that all SERVICES under the CONTRACT have been completed, CONTRACTOR shall request CLIENT to issue the COMPLETION CERTIFICATE. CLIENT will provide either the COMPLETION CERTIFICATE or a written description of SERVICES that are incomplete. When the incomplete SERVICES are completed to CLIENT's reasonable satisfaction, CLIENT will provide the COMPLETION CERTIFICATE.

#### 7.1 Defective Performance

- a) If at any time within the CONTRACT and without prejudice to CLIENT's other rights under Clause 19, where CLIENT has found that the SERVICES or part thereof or any SERVICES re-performed by CONTRACTOR has not been undertaken in accordance with this CONTRACT, CLIENT shall detail in writing such DEFECTS and the specific nature of the DEFECTS.
- b) Starting on the date set out in CLIENT's notice under Clause 7.2(a) to CONTRACTOR (or if no such date is specified, commencing immediately upon such notice becoming effective), CONTRACTOR shall at its own costs expeditiously take all necessary action to remedy the DEFECTS. CONTRACTOR's obligations under this Clause 7.2 shall continue until the DEFECTS have been remedied in full compliance with the requirements of this CONTRACT.
- c) Without prejudice to CLIENT's other rights under Clause 19, if following receipt of CLIENT notification as set out in Clause 7.2(a), CONTRACTOR is unwilling or unable to correct the DEFECTS in a time which is reasonable in all circumstances then CLIENT may decide at its option:
  - at CONTRACTOR's expense, either rectify the defective SERVICES or have the DEFECTS remedied by other contractors at reasonable market rates available to CLIENT taking into account HSE, technical, schedule and cost considerations. All invoices presented to CONTRACTOR shall be supported by evidence of costs arising from the rectification work; or
  - terminate this CONTRACT as provided under Clause 19.1.
- d) CONTRACTOR shall be liable for all costs incurred, either directly or via CLIENT, in the rectification of the DEFECTS.
- e) Subject to provisions in Clause 7.2(d), the total limit of financial liability of CONTRACTOR in respect of DEFECTS for the each Call out SERVICES shall not exceed in the aggregate one hundred percent (100%) of the value of the Call out Request/ Work Order (in which the DEFECTS arisen).

- 7.2 Notwithstanding the above, acceptance of the SERVICES or part thereof or approval of CONTRACTOR's activities for the SERVICES or partial payments made to CONTRACTOR shall not relieve CONTRACTOR of any its obligations and/or liabilities provided in this CONTRACT.

#### 8. **CHANGES TO SERVICES**



- 8.1 Without prejudice to this CONTRACT, CLIENT may at any time require CONTRACTOR to make changes (with no restriction on the magnitude of such changes) in the SERVICES and CONTRACTOR shall be bound to implement the said changes. Any such change might result in an addition, reduction or modification to the SERVICES. By way of illustration but without limiting the generality thereof said changes may consist of requiring CONTRACTOR to cancel any existing SUBCONTRACT or the severance of part of the SERVICES.
- 8.2 Upon request by CLIENT for a change to be applied or considered, CONTRACTOR shall provide CLIENT with a full explanation of the implications of the change supported by a detailed justification including a breakdown of the associated costs and details of the impact to the CONTRACT SCHEDULE, if any.
- 8.3 CLIENT shall either (i) agree in writing to an appropriate adjustment in COMPENSATION and CONTRACT SCHEDULE resulting from the CHANGE or (ii) advise CONTRACTOR of its disagreement. If agreement is reached, CONTRACTOR shall proceed with the CHANGE. If CLIENT and CONTRACTOR fail to agree on whether or not such directive is a CHANGE or fail to agree on an appropriate adjustment in COMPENSATION or CONTRACT SCHEDULE, then CLIENT may issue a written request for CONTRACTOR to proceed ("Instruction To Proceed") in accordance with such directive without such agreement. CONTRACTOR shall immediately comply with such written request, but such compliance shall not prejudice either Party's claim that the directive is a CHANGE or, as the case may be, claim for an appropriate adjustment in COMPENSATION or CONTRACT SCHEDULE.
- 8.4 To implement a change in the SERVICES, CLIENT shall issue a change order ("CHANGE ORDER") which shall be mutually agreed upon both PARTIES and CONTRACTOR shall be obliged to perform the change in the SERVICES subject to the terms of such CHANGE ORDER and this CONTRACT as expressly amended by the CHANGE ORDER. A CHANGE ORDER duly signed by the PARTIES shall be binding on both PARTIES.
- 8.5 CONTRACTOR shall not be entitled to invoice for, and CLIENT shall not be obliged to make any payment for, any alleged change in the SERVICES which has not been incorporated in a CHANGE ORDER signed by the PARTIES.

## **9. PERFORMANCE OBLIGATIONS**

- 9.1 CONTRACTOR shall perform the SERVICES in compliance with the standards of care and diligence normally practiced by internationally recognized professional firms in performing the services for a project of similar nature.
- 9.2 All parts of the SERVICES shall be in strict accordance with this CONTRACT, applicable codes and standards and requirements by CLIENT and be fit for intended use.
- 9.3 Notwithstanding any other provisions provided in this CONTRACT, CONTRACTOR shall be fully responsible for promptly re-performing at CONTRACTOR's own expense, any inaccuracy, error, omission, incorrect verification or inspection and/or review and/or comments, erroneous or defective SERVICES howsoever identified.
- 9.4 CLIENT's inspecting, testing, witnessing tests, paying invoices or issuing COMPLETION CERTIFICATE shall not relieve CONTRACTOR from its obligations set forth in this Clause 9.

## **10. COMPENSATION**



- 10.1 For the performance and completion of the SERVICES, CLIENT shall pay or cause to be paid to CONTRACTOR the CONTRACT PRICE within the period, in the manner, and at the address stated in EXHIBIT II – COMPENSATION and this Clause 10.
- 10.2 All payments to CONTRACTOR under this CONTRACT shall be made in Vietnamese Dong (“VND”).
- 10.3 Neither the presentation nor payment nor non-payment of an individual invoice by CLIENT shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder. CLIENT may correct, modify or recover as applicable any sum previously paid in any or all of the following circumstances:
- a) any such sum is incorrect;
  - b) any such sum is not properly payable to CONTRACTOR; or
  - c) any SERVICES in respect of which payment has been made and which does not comply with the terms of this CONTRACT.
- 10.4 If CLIENT, at any time, incurs costs which, due to the CONTRACTOR’s faults under the provisions of this CONTRACT, CLIENT is entitled to recover from CONTRACTOR, CLIENT may withhold and/or deduct the amount of such costs from any invoices, other amounts due, or that may become due to CONTRACTOR under this CONTRACT provided that CLIENT will inform CONTRACTOR before making such withhold and/or deduction.
- 10.5 For the purposes of Clause 10.4, and elsewhere in this CONTRACT, wherever one PARTY is entitled to recover from the other PARTY any costs incurred then the amount of such costs shall be the amount of all claims, loss, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but no element of profit.

## **11. TAXES**

- 11.1 For avoidance of doubt and notwithstanding any provision to make the contrary, the CONTRACT PRICE shall include all taxes and duties which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT except for the Vietnamese Value Added Tax (“VAT”) imposed on the SERVICES.

### **11.2 In case of local CONTRACTOR**

For the VAT imposed on the SERVICES and which rightly shall be borne by CLIENT, CONTRACTOR shall on behalf of CLIENT make the payment to Vietnamese Authority. CONTRACTOR shall duly pay and shall procure that SUBCONTRACTOR shall duly pay all taxes and duties which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT.

### **11.3 In case of foreign CONTRACTOR**

In case of foreign CONTRACTOR and foreign CONTRACTOR does not register to directly declare tax with the relevant Vietnamese tax authority:

For the VAT imposed on the SERVICES and which rightly shall be borne by CLIENT, CLIENT shall make the payment to Vietnamese Authority. CONTRACTOR shall duly



pay and shall procure that SUBCONTRACTOR shall duly pay all taxes and duties which shall be properly and lawfully assessed or imposed on CONTRACTOR and/or SUBCONTRACTOR by any competent government or regulatory authority in connection with the performance of the SERVICES under this CONTRACT.

With regards to Corporate Income Tax ("CIT"), when required by applicable law, CLIENT shall withhold (by deducting from gross payable value to CONTRACTOR) and pay the CIT to local tax authorities on behalf of CONTRACTOR per the prevailing tax law. The CIT shall be withheld from each and every payment from CLIENT to CONTRACTOR.

- 11.4 Pursuant to Clause 11.2 above, CONTRACTOR shall provide CLIENT with VAT invoices for all VAT to be paid by CLIENT.
- 11.5 CONTRACTOR shall cooperate with CLIENT and at the request of CLIENT, CONTRACTOR or its permitted assignees shall use its best efforts to supply and shall procure any SUBCONTRACTOR or supplier hereunder to supply to CLIENT such information (including documentary information) in connection with its activities or that of its SUBCONTRACTORS hereunder as may be required by CLIENT for any of the following purposes:
- a) to enable CLIENT to comply with the lawful demand or requirement for such information by appropriate taxing authority having jurisdiction over the area in which the SERVICES is to be performed to ensure that all requirements of the applicable law are being complied with by CONTRACTOR;
  - b) to enable CLIENT to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
  - c) to enable CLIENT to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of CLIENT to any taxes.

CLIENT's request for such information and documents shall allow CONTRACTOR a reasonable time to prepare, provide and submit that information requested.

- 11.6 The obligations of CONTRACTOR set forth in Clause 11.5, and any SUBCONTRACTOR, shall exist for a period of five (5) years or any other period as required under Vietnamese law, whichever is the longer shall apply commencing with the date of agreement by CLIENT of CONTRACTOR's final statement of account under this CONTRACT, and CONTRACTOR shall retain and shall procure any SUBCONTRACTOR or supplier hereunder to retain, all information and documents in connection with its activities under or pursuant to this CONTRACT as shall enable CONTRACTOR to comply with its above obligations.
- 11.7 CONTRACTOR shall give prompt notice to CLIENT on all matters pertaining to non-payment, payment under protest, or claim of immunity, or exemption from any taxes or duties or levies.
- 11.8 Notwithstanding the foregoing, if CLIENT receives any demand or request for payment of any levies, charges, taxes or contributions of the type referenced in the Clauses 11.2 and 11.4 for which it would seek indemnity or reimbursement from CONTRACTOR, CLIENT shall forthwith notify CONTRACTOR in writing of such demand or request.
- 11.9 CONTRACTOR shall indemnify and hold CLIENT harmless against all liabilities, claims, actions, proceedings, damages, charges, costs and expenses in whatever kind incurred as a consequence of breach by CONTRACTOR or any SUBCONTRACTOR



or supplier of any of the obligations under Clauses 11.1, 11.2, 11.3, 11.4, 11.5, 11.6 and 11.7 hereof.

- 11.10 CONTRACTOR shall insert provisions into each SUBCONTRACT or purchase order imposing on each SUBCONTRACTOR or supplier obligations, which will enable CONTRACTOR to comply with its obligations under this Clause 11.
- 11.11 For the purposes of this Clause only, “tax” and/or “taxes” shall mean and include any tax, duty or charge and any penalty or interest thereon and any other costs and charges whatsoever assessed or imposed by any competent government or regulatory authority having jurisdiction at any areas where the SERVICES is performed.

## **12. CONFIDENTIAL INFORMATION**

- 12.1 CONTRACTOR acknowledges that CLIENT owns all of its confidential information and data (“CONFIDENTIAL INFORMATION”) that will be provided to CONTRACTOR for the purpose of enabling CONTRACTOR to perform the SERVICES. CLIENT will retain title to its CONFIDENTIAL INFORMATION.
- 12.2 CONTRACTOR acknowledges that the SERVICES may require the exchange of the Confidential Information. CONTRACTOR will use all best safeguards to avoid disclosure of the Confidential Information and use the same care and discretion to avoid disclosure, publication or dissemination of CONFIDENTIAL INFORMATION as it uses with its own similar information that it does not wish to disclose, publish or disseminate. CONTRACTOR will not disclose the CONFIDENTIAL INFORMATION to any THIRD PARTY without the prior written consent of CLIENT, except as is necessary to perform the SERVICES.
- 12.3 CONTRACTOR shall use, and shall ensure that all other persons who receive CONFIDENTIAL INFORMATION through CONTRACTOR use, CONFIDENTIAL INFORMATION (including CONFIDENTIAL INFORMATION which is learned, discovered, developed or created by CONTRACTOR GROUP) only for the purpose of providing the SERVICES. CONTRACTOR shall not, and shall ensure that all other members of CONTRACTOR GROUP do not, disassemble, decompile or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any CONFIDENTIAL INFORMATION, except to the extent required to perform the SERVICES, without the prior written consent of CLIENT.
- 12.4 CONTRACTOR may disclose (and may permit other members of CONTRACTOR GROUP to disclose) CONFIDENTIAL INFORMATION to any of the following recipients who are bound by confidentiality and use obligations at least as stringent to those in this Clause 12:
- a) to SUBCONTRACTORS and employees of CONTRACTOR or SUBCONTRACTORS, but only to the extent that those persons need to know the CONFIDENTIAL INFORMATION for the performance of the SERVICES.
  - b) to professional advisors of CONTRACTOR or SUBCONTRACTORS, but only to the extent necessary for the provision of professional advice needed by CONTRACTOR or SUBCONTRACTORS for the performance of the SERVICES or by CONTRACTOR in relation to this CONTRACT.
- 12.5 If CONTRACTOR or any other person who receives CONFIDENTIAL INFORMATION through CONTRACTOR is required by applicable laws or order of any administrative or judicial proceeding to disclose any CONFIDENTIAL INFORMATION, or any person applies for an order against them for the disclosure of CONFIDENTIAL INFORMATION, CONTRACTOR shall provide CLIENT with



prompt notice of this requirement or application so that CLIENT may seek a protective order. If a protective order or other remedy is not obtained, CONTRACTOR will furnish, and will ensure that any other required person disclosing CONFIDENTIAL INFORMATION will furnish, only that portion of the CONFIDENTIAL INFORMATION which, in the reasonable opinion of CLIENT, is required to be disclosed.

- 12.6 All copies, extracts, drawings and other materials or records that contain or reflect, in whole or part, any CONFIDENTIAL INFORMATION must be returned or delivered to CLIENT or destroyed within five (05) DAYS from the first to occur: (i) termination of this CONTRACT or (ii) completion of the SERVICES. If CONFIDENTIAL INFORMATION has been copied onto computer systems or other data storage systems, all such data recordings shall be destroyed in a manner which makes it unrecoverable.
- 12.7 The obligations set out in this Clause 12 shall continue in full force and effect during the execution of this CONTRACT and for a period of five (5) years after completion or earlier termination of this CONTRACT.

### **13. INTELLECTUAL PROPERTY**

- 13.1 Title to all TECHNICAL DOCUMENTS and the contents thereof furnished to CONTRACTOR by CLIENT in connection with this CONTRACT always shall remain vested with CLIENT and CONTRACTOR shall return them to CLIENT upon the completion of SERVICES. CONTRACTOR is fully responsible and liable for any kind of losses and/or damages of the TECHNICAL DOCUMENTS arising out of improper or insufficient packing protection.
- 13.2 Title to all DELIVERABLES, intellectual property, technical information, drawings, specifications, requisitions, calculations and other documents created and prepared by CONTRACTOR in connection with the SERVICES shall vest in CLIENT from the time they are initiated.
- 13.3 CONTRACTOR must deliver to CLIENT all TECHNICAL DOCUMENTS and all native (original format) electronic files, tracings, copies of drawing, originals and other work product prepared by or delivered to it for this CONTRACT upon the completion or termination of SERVICES.
- 13.4 CONTRACTOR warrants that any intellectual property supplied by CONTRACTOR and embodied in or used in connection with SERVICES is the sole property of CONTRACTOR or CONTRACTOR is legally entitled to use the intellectual property for the provision of the SERVICES.
- 13.5 CONTRACTOR shall indemnify, save, defend, hold harmless and at all times keep CLIENT GROUP indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses associated with:
- 13.6 the use or exercise of any letter patent or copyright supplied by CONTRACTOR for its due performance of the SERVICES under this CONTRACT; and
- 13.7 for any infringement or alleged infringement of letters patent, trademark, design, copyright or other protected rights in respect of any equipment, software, machinery, plant, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by CONTRACTOR.
- 13.5 During the execution of this CONTRACT, CONTRACTOR shall assure CLIENT's



access to the computer programs and computer data developed by CONTRACTOR for the SERVICES for use by or on behalf of CLIENT provided that such access shall not cause CONTRACTOR to be in breach of any license, confidentiality of other agreement.

**14. LAWS AND REGULATIONS**

CONTRACTOR shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the SERVICES, provided that nothing in this CONTRACT is intended or should be construed to require CONTRACTOR to act or fail to act if such action or failure to act would be inconsistent with or penalised by (i) the laws and regulations of CONTRACTOR's or CLIENT's country of incorporation; (ii) the laws and regulations of the country of incorporation of any direct, indirect or parent CLIENT of CONTRACTOR or CLIENT; and (iii) the laws and regulations of the country in which the SERVICES are performed.

**15. INDEMNITIES**

**15.1 Personal Injury or Property Damage suffered by CONTRACTOR GROUP**

Except where caused by the gross negligence or wilful misconduct of CLIENT GROUP, CONTRACTOR shall be responsible for and shall save, indemnify, release, defend and hold harmless CLIENT GROUP accordingly from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a) loss of or damage to any property and/or equipment of CONTRACTOR GROUP whether owned, hired, leased or otherwise provided by CONTRACTOR GROUP arising from or relating to the performance of the SERVICES or the CONTRACT; and
- b) personal injury, death or disease to any person employed by CONTRACTOR GROUP arising from or relating to the performance of the SERVICES or the CONTRACT.

**15.2 Personal Injury or Property Damage suffered by CLIENT GROUP**

Except where caused by the gross negligence or wilful misconduct of CONTRACTOR GROUP, CLIENT shall be responsible for and shall save, indemnify, release, defend and hold harmless CONTRACTOR GROUP from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a) loss of or damage to any property and/or equipment of CLIENT GROUP whether owned, hired, leased or otherwise provided by CLIENT GROUP arising from or related to the performance of the SERVICES or the CONTRACT; and
- b) personal injury, death or disease to any person employed by CLIENT GROUP arising from or relating to the performance of the SERVICES or the CONTRACT.

**15.3 Personal Injury or Property Damage suffered by THIRD PARTY**

- a) CONTRACTOR shall be responsible for and shall release, save, indemnify, defend and hold harmless CLIENT GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property or equipment of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CONTRACTOR





GROUP.

- b) CLIENT shall be responsible for and shall release, save, indemnify, defend and hold harmless CONTRACTOR GROUP from and against any claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property or equipment of any THIRD PARTY to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of CLIENT GROUP.
- c) In the event such damage or injury is caused by the joint or concurrent negligence of CONTRACTOR and CLIENT, the loss shall be borne by each PARTY in proportion to its negligence.

**16. INSURANCE**

- 16.1 CONTRACTOR shall, at its own cost and expense, carry and maintain in full force throughout the term of this CONTRACT at least the following insurances with reputable and substantial insurers which has a security rating of at least an A.M. Best's ratings of "A-IX", or better. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's responsibility under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows
- a) Comprehensive General Liability insurance covering bodily injury and/or death and/or property damage against any liability, loss, damage, claim, costs and expenses as may be required by the applicable laws and regulations or under any statute with a limit of liability USD 1,000,000.00 (United States Dollars One million) per occurrence combined single limit in compliance with all applicable laws; Number of occurrence is unlimited; but subject to an aggregate limit of not less than USD 10,000,000.00 (United States Dollars Ten million);
  - b) Workman's Compensation insurance with a limit of USD 1,000,000 (United States Dollars One million) and Employer's Liability insurance with a limit of USD 1,000,000 (United States Dollars One million) to comply with all applicable laws of the country, state, territory or province having jurisdiction over the employee/workman, and employer's liability to cover all of PERSONNEL while engaged in the SERVICES;
  - c) Professional Liability Insurance with minimum coverage of 100% of the CONTRACT PRICE; and
  - d) Automobile Liability insurance covering owned, non-owned, hired and all vehicles furnished by CONTRACTOR or its PERSONNEL in accordance with applicable laws.
- 16.2 The insurance specified hereinabove is as minimum requirements and is not to be considered indicative of the ultimate amounts and types of insurance which CONTRACTOR must bear.
- 16.3 All policies shall if and to the extent permitted by applicable law and only with respect to the extent of the liabilities assumed by CONTRACTOR under this CONTRACT, name CLIENT GROUP as additional assureds. In addition, all of the policies listed under this Clause 16 without exception, shall contain waivers of rights of subrogation against CLIENT GROUP and use the following language:

*"The insurers hereby waive their rights of subrogation against **DOMESTIC PETROLEUM OPERATING BRANCH- PETROVIETNAM EXPLORATION***



**PRODUCTION CORPORATION LIMITED** (referred to as “CLIENT”) under that certain CONTRACT No.: \_\_\_\_\_ between CLIENT and [ ] (“CONTRACTOR”), and against any individuals, firms, or corporations for whom or with whom CLIENT may be acting.”

- 16.4 CONTRACTOR shall fully indemnify CLIENT GROUP against loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission, which invalidates the said insurances.
- 16.5 CONTRACTOR, within thirty (30) Days after Effective Date, CONTRACTOR shall furnish CLIENT certificates of insurance and any renewal or extension thereto evidencing the type and scope of each insurance policy.

**17. CONSEQUENTIAL LOSS**

- 17.1 For the purposes of this Clause 17, the expression “CONSEQUENTIAL LOSS” shall mean any indirect, exemplary, special, incidental, punitive or consequential loss, including without limitation loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect arising from or related to the performance of this CONTRACT and whether or not such losses were foreseeable at the time of entering into this CONTRACT except to the extent such consequential, indirect, and/or special damages, loss of profits, loss of production, or loss of use are part of a THIRD PARTY CLAIM for which a party is seeking contribution or indemnification pursuant to this CONTRACT. For the purpose of this Clause, “THIRD PARTY CLAIM” shall mean any claim raised by a THIRD PARTY not claiming, directly or indirectly, by or through any member of CLIENT GROUP or CONTRACTOR GROUP.
- 17.2 Notwithstanding any provisions to the contrary elsewhere in this CONTRACT and except to the extent of any agreed liquidated damages or any termination fees provided for in this CONTRACT, CLIENT shall save, indemnify, release, defend and hold harmless CONTRACTOR GROUP from CLIENT GROUP’s own CONSEQUENTIAL LOSS, regardless of cause and, CONTRACTOR shall save, indemnify, release, defend and hold harmless CLIENT GROUP from CONTRACTOR GROUP’s own CONSEQUENTIAL LOSS, regardless of cause.

**18. FORCE MAJEURE**

- 18.1 No delay or failure of performance of any obligations under this CONTRACT by either PARTY shall constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by a force majeure event (“FORCE MAJEURE”). A FORCE MAJEURE is an event which is not within the control of the PARTY affected, with regard to which event such PARTY is without fault or negligence and which, by the exercise of reasonable diligence, such PARTY is unable to prevent or provide against.
- 18.2 Events or circumstances that could constitute a Force Majeure Event are limited to the following:
- a) Riot, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
  - b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or





nuclear component thereof;

- c) Earthquake, flood, fire, explosion, Acts of God and/or other natural physical disaster; but excluding weather conditions as such, regardless of severity, for which operational contingency plans exist ;
  - d) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY, its subcontractors or its suppliers and which affect a substantial or essential portion of the SERVICES;
  - e) Maritime or aviation disasters.
- 18.3 However, a FORCE MAJEURE shall not include any of the following events or circumstances:
- a) Late performance by CONTRACTOR and/or SUBCONTRACTORS caused by a shortage of supervisors or labour, inefficiencies, or similar occurrences, unless caused by circumstances that are themselves FORCE MAJEURE and beyond both CONTRACTOR and SUBCONTRACTOR's and supplier's control, without fault or negligence of such affected party, and alternate acceptable source of services, equipment and material is unavailable;
  - b) Mechanical breakdown of CONTRACTOR's equipment or any THIRD PARTY's equipment, plant or machinery;
  - c) Financial distress of CONTRACTOR, or any SUBCONTRACTOR or any party;
  - d) Cumulative effect of recurring weather over time, including, but not limited to excessive cumulative rainfall and/or period of high relative humidity;
  - e) Changes to any general or local Statute, Ordinance, Decree, or other Law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law that render CONTRACTOR unable to perform the SERVICES.
- 18.4 In the event of occurrence of a FORCE MAJEURE, the PARTY that is or may be delayed in performing this CONTRACT shall notify the other PARTY without delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 18.5 Save as otherwise expressly provided in this CONTRACT, no additional payments of whatever nature shall be made in respect of a FORCE MAJEURE occurrence.
- 18.6 Following notification of a FORCE MAJEURE occurrence in accordance with Clause 18.4, the PARTIES shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimize the impact and effects of such an occurrence to either PARTY.
- 18.7 In the event that a FORCE MAJEURE occurrence causes the SERVICES to be halted for a period longer than thirty (30) days, the PARTIES shall meet and agree to:
- a) extend the term of this CONTRACT in accordance with Clause 8.1, with appropriate adjustments to compensate for delayed completion; or
  - b) re-schedule the SERVICES.

Failing agreement either PARTY shall be entitled to terminate this CONTRACT in accordance with Clause 19.1.5.

## **19. TERMINATION AND SUSPENSION OF THE CONTRACT**



## 19.1 TERMINATION

19.1.1 CLIENT has the right to terminate this CONTRACT upon the following cases:

- a) For its convenience at any time and without giving any reason thereof by giving at least thirty (30) days advance written notice to CONTRACTOR;
- b) In the event of substantial material breach by CONTRACTOR of the terms or conditions of this CONTRACT, CLIENT shall be entitled to terminate this CONTRACT with immediate effect. Those defaults shall be included but not limited as below:
  - CONTRACTOR breaches any of its obligations and warranties under this CONTRACT;
  - CONTRACTOR fails to perform the SERVICES as required under this CONTRACT;
  - A representation made by CONTRACTOR in this CONTRACT is untrue or incorrect;
  - CONTRACTOR fails to obtain necessary approvals from governmental regulatory; or
  - CONTRACTOR loss of professional licensure necessary to perform the SERVICES in any locations where the SERVICES are to be performed.
- c) CONTRACTOR voluntarily or otherwise enters into dissolution, liquidation or into any other proceedings including bankruptcy or insolvency proceedings or makes any arrangements or other composition with its creditors or takes or suffers any similar consequences or action in consequence of debt or any equivalence of the above occurs under the laws of any country governing CONTRACTOR.

19.1.2 In case of termination of CONTRACT by CLIENT for its convenience pursuant to Clause 19.1.1(a), CLIENT shall pay CONTRACTOR for the part of the SERVICES satisfactorily completed before the termination date and for any other direct, auditable and documented costs reasonably incurred by CONTRACTOR in complying with CLIENT's instructions to terminate the CONTRACT in accordance with Clause 10 and EXHIBIT II – COMPENSATION. All such costs referred to in this Clause 19.1.2 shall be subject to audit and agreed between the PARTIES at the time of termination. The amounts payable by CLIENT under this Clause 19.1.2 shall not in aggregate exceed the value of completed SERVICES stated in this CONTRACT that is terminated at the termination date. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

19.1.3 In the event of CLIENT giving CONTRACTOR notice of termination of all or any part of the SERVICES or this CONTRACT, such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon CONTRACTOR shall immediately:

- a) cease performance of the SERVICES or such part thereof as may be specified in the notice;
- b) assign to CLIENT, or its nominee, to the extent desired by CLIENT all or the relevant parts of the rights, titles, liabilities and SUBCONTRACTS relating to the SERVICES which CONTRACTOR may have acquired or entered into; and
- c) return all TECHNICAL DOCUMENTS and deliver to CLIENT all those DELIVERABLES produced by CONTRACTOR up to the date of termination regardless of their stage of completion together with inventories thereof.



19.1.4 In the event of termination of part or all of the SERVICES or the CONTRACT in accordance with Clause 19.1.1(b) or Clause 19.1.1(c) the following conditions shall apply:

- a) CONTRACTOR shall cease to be entitled to receive any money or monies on account of this CONTRACT until the costs of completion and all other costs arising as a result of CONTRACTOR's default or other events giving rise to the termination have been finally ascertained;
- b) Thereafter and subject to any deductions that may be made under the provisions of this CONTRACT, CONTRACTOR shall be entitled to payment only as set out in EXHIBIT II – COMPENSATION for the part of the SERVICES completed in accordance with the CONTRACT up to date of termination. CONTRACTOR shall refund to CLIENT all payments made by CLIENT for SERVICES performed that did not meet the requirement of this CONTRACT. Furthermore, CONTRACTOR shall be liable for any extra costs reasonably incurred by CLIENT in obtaining completion of that part of the SERVICES which remained incomplete as at the date of termination; and
- c) Any additional costs reasonably incurred by CLIENT as a direct result of such termination shall be recoverable from CONTRACTOR.

19.1.5 In the event that a single period of FORCE MAJEURE continues longer than thirty (30) days unless the PARTIES have agreed alternative arrangements as described in Clause 18.7, then either PARTY shall be entitled to terminate this CONTRACT by giving the other PARTY ten (10) days written notice of termination and the PARTIES shall have no additional obligations to each other as a result of said termination, other than CLIENT's obligation to pay monies due to CONTRACTOR for the part of the SERVICES that has been satisfactorily completed up to the termination date.

## 19.2 SUSPENSION

19.2.1 CLIENT shall have the right, by written notice to CONTRACTOR, to suspend the SERVICES or any part thereof to the extent detailed in the notice, for any of the following reasons:

- a) To suit the convenience of CLIENT;
- b) Subject to Clause 19.2.3 below, in the event of a default on the part of the CONTRACTOR; or
- c) If suspension is necessary for the proper execution or safety of the SERVICES or persons.

19.2.2 Upon receipt of any such written notice, CONTRACTOR shall, unless instructed otherwise:

- a) Discontinue the SERVICES or the part of the SERVICES detailed in the notice, on the date and to the extent specified; and
- b) Take steps to secure and protect the SERVICES completed prior to suspension as may be required by CLIENT.

## 20. RESOLUTION OF DISPUTES

20.1 Any dispute between CLIENT and CONTRACTOR in connection with or arising out of the CONTRACT or the SERVICES shall be amicably settled by the PARTIES.

20.2 If the dispute cannot be settled by direct negotiations within thirty (30) DAYS of initiation of the resolution process, either PARTY may initiate mediation by giving



notice to the other PARTY. Mediation shall be attended by an individual(s) representing each PARTY with decision-making authority and the proceeding shall take place in Vietnam.

- 20.3 If such dispute or difference of any kind whatsoever cannot be resolved by the PARTIES as set out in Clause 20.2 above, it shall be finally settled by the Vietnam International Arbitration Centre (VIAC) at the Vietnam Chamber of Commerce and Industry in accordance with its Rules of Arbitration. The number of arbitrators shall be three (3) of whom one (1) arbitrator shall be appointed by CLIENT, one (1) arbitrator shall be appointed by CONTRACTOR and the remaining arbitrator who will be the chairman of arbitral tribunal shall be appointed by the Chairman of VIAC. If either PARTY fails to make an appointment within thirty (30) days of a request to do so by the other, their arbitrator shall be appointed by the Chairman of the VIAC. The place of the arbitration shall be in Ho Chi Minh City, Vietnam. The language of the arbitration shall be in English. The written decisions and conclusions with respect to the disputes (including as to costs) so settled shall be final and binding on the PARTIES.

## **21. SAFETY, HEALTH, ENVIRONMENTAL PROTECTION**

- 21.1 CLIENT places prime importance on health, safety and environmental issues and requires that CONTRACTOR, PERSONNEL, SUBCONTRACTOR and their subcontractors subscribe to and actively pursue industry standards of HSE performance.
- 21.2 CONTRACTOR shall comply with all health, environmental and safety laws and regulations in COUNTRY or as required under the jurisdiction of any WORK SITE outside COUNTRY.
- 21.3 CONTRACTOR shall comply with the Contractors Health, Environmental and Safety Guidelines as per EXHIBIT I – SCOPE OF SERVICES.
- 21.4 CONTRACTOR shall be responsible for ensuring that all PERSONNEL, SUBCONTRACTOR, their subcontractors and its and their personnel understand and operate in accordance with the principles and requirements of the HSE provisions and those similar standards apply to SUBCONTRACTORS' and their subcontractors' HSE management systems and HSE performance.

## **22. SECURITIES**

NOT APPLICABLE

## **23. LIQUIDATED DAMAGES**

- 23.1 If CONTRACTOR fails to complete the SERVICES in full and on time or delivering the SERVICES in full and on time under this CONTRACT, and pursuant to EXHIBIT III, CLIENT shall have the right to recover either directly from CONTRACTOR or by deducting from any monies due or which become due to CONTRACTOR, in an amount up to one percent (1%) of the performed Services for each week of delay or part of a week which elapses between the agreed completion date(s) under this CONTRACT and the actual completion date(s).
- 23.2 The maximum aggregate amount of liquidated damages under this CONTRACT shall be eight percent (8%) of the CONTRACT PRICE. CONTRACTOR agrees that this right of claim for late completion does not prejudice or bar CLIENT's right to claim damages of other breaches.



23.3 The rate of agreed and liquidated damages is not subject to any alteration by arbitration or any THIRD PARTY. CLIENT reserves the right to terminate this CONTRACT and shall have the right to deduct the agreed sum as liquidated damages from the CONTRACTOR's invoices while effecting payment or any money due the CONTRACTOR. If CLIENT does not deduct the sum of money of agreed and liquidated damages from the CONTRACTOR's invoices, CONTRACTOR shall pay within fifteen (15) days upon the CLIENT's first written request.

23.4 The PARTIES agree and acknowledge that the liquidated damages described in this Clause 23 represent a good faith and reasonable pre-estimate of loss reasonably anticipated to be incurred by CLIENT resulting from CONTRACTOR's delay in achieving the milestones referenced in those provisions.

## **24. AGGREGATE OF LIABILITY**

Save and except for claims under Clause 11 (Tax), Clause 15 (Indemnities), Clause 16 (Insurance) and Clause 17 (Consequential Loss), CONTRACTOR's cumulative liability hereunder in respect of liabilities incurred pursuant to this CONTRACT shall not exceed in aggregate 100% of CONTRACT PRICE.

## **25. GENERAL PROVISIONS**

### **25.1 Waiver**

None of the terms and conditions of this CONTRACT shall be considered to be waived by either CLIENT or CONTRACTOR unless a written waiver is given by one PARTY to the other. No failure on the part of either PARTY to enforce any of the terms and conditions of this CONTRACT shall constitute a waiver of such terms.

### **25.2 Retention of Rights**

Subject to the provisions of Clauses 9, 15 and 20 unless otherwise specifically stated in this CONTRACT, both CLIENT and CONTRACTOR shall retain all rights and remedies, both under this CONTRACT and at law, which either may have against the other. CONTRACTOR shall not be relieved from any liability or obligation under this CONTRACT by any review, approval, authorisation, acknowledgement or the like, by CLIENT.

### **25.3 Independence of CONTRACTOR**

CONTRACTOR shall act as an independent contractor with respect to the SERVICES and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by CLIENT.

### **25.4 Governing Law**

The validity, construction, interpretation, and effect of this CONTRACT shall be governed by the laws of Vietnam excluding any choice of the law rules which would otherwise require the application of the laws of any other jurisdiction.

### **25.5 Notices**

All Notices in respect of this CONTRACT shall be given in writing and delivered by hand, by telefax or by first class post to the receiving PARTY and copied to such other office or offices of the PARTIES as shall from time to time be nominated by them in writing to the other.

Such Notices shall be effective:

- a) if delivered by hand, at the time of delivery;

- b) if sent by telefax, on the first working day at the recipient address following the date of sending;
- c) if sent by first class post or courier (such as FedEx), at the time of delivery.

Notices shall be sent to the authorized representatives and contact information of each PARTY are as set out in EXHIBIT I – SCOPE OF SERVICES.

#### 25.6 Status of CLIENT

- a) CONTRACTOR agrees to look only to CLIENT for the due performance of this CONTRACT and nothing contained in this CONTRACT will impose any liability upon, or entitle CONTRACTOR to commence any proceedings against any co-venture other than CLIENT;
- b) CLIENT is entitled to enforce this CONTRACT on behalf of all co-venture as well as for itself. For that purpose, CLIENT may commence proceedings in its own name to enforce all obligations and liabilities of CONTRACTOR and to make any claim which any co-venture may have against CONTRACTOR, subject always to the limitations and exclusions of liability under this CONTRACT.

#### 25.7 Audit

CLIENT shall have access to the accounting records and other documents maintained by CONTRACTOR which relate to this CONTRACT, and shall have the right to audit such records at any reasonable time or times during the term of this CONTRACT or within three (3) years after termination of this CONTRACT by giving written notice at least seven (7) days prior to the audit.

#### 25.8 Mitigation of loss

Both CLIENT and CONTRACTOR shall take all reasonable steps to mitigate any loss resulting from any breach of CONTRACT by the other PARTY.

#### 25.9 Extent of exclusion or limitation of liability

Any exclusion or limitation of liability under this CONTRACT shall exclude or limit such liability not only in contract but also otherwise at law.

#### 25.10 Invalidity and severability

If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. CLIENT and CONTRACTOR hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

#### 25.11 Amendment

No amendment to this CONTRACT is effective unless made in writing and signed by authorized representatives of both PARTIES.

#### 25.12 Public Announcement

Members of CONTRACTOR GROUP shall consult with CLIENT with regard to all press releases, promotional or advertising materials and other announcements concerning this CONTRACT or the transactions contemplated by this CONTRACT. Except as may be required by applicable laws or the applicable rules and regulations



of any governmental agency or stock exchange, members of CONTRACTOR GROUP shall not issue any press release or other announcements without the prior written consent of CLIENT, if so granted.

**26. CONTINUING OBLIGATIONS AND SURVIVAL**

In the event of termination or expiration of this CONTRACT, for any reason, any provision which by its own express terms reflects an intent that it shall continue to apply and survive beyond the term of this CONTRACT shall continue in full force and effect.

**SIGNATORIES**

This CONTRACT shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have caused this CONTRACT to be executed in four (04) originals in their respective corporate names by their respective officers, thereunder duly authorised, as of the date and year first above written.

**For and on behalf of CLIENT**

**For and on behalf of CONTRACTOR**

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Designation :

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Designation :

Project Name Dai Hung Nam Project, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEP-POC-DHN-2025-010

Package: Provision of Quality Assurance and Quality Control (QA/QC) Services

PART 2- EXHIBIT I- SCOPE OF SERVICES

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## **EXHIBIT 2**

### **SCOPE OF SERVICES**

### **PROVISION OF QUALITY ASSURANCE & QUALITY CONTROL SERVICES**

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## 1. PURPOSE

In the event that CLIENT requests SERVICES, CLIENT shall send a quotation request to CONTRACTOR for submission of a quotation and proposed available PERSONNEL. If CONTRACTOR is selected for such a CALL-OUT event, the following applies:

The QUALITY ASSURANCE & QUALITY CONTROL (QA/QC) SERVICES for the Dai Hung Nam Project encompass all necessary QA/QC activities associated with the various phases of the project, including:

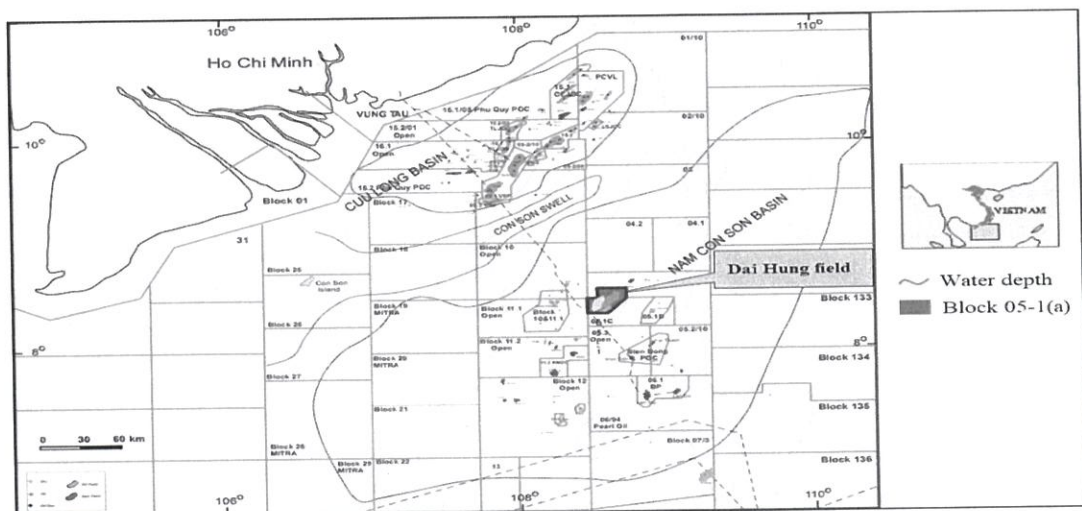
- Procurement
- Construction
- As-Built Drawings
- Final Documentation

CONTRACTOR shall act as the representative of PVEP-POC to perform QA/QC activities for ten (10) critical procurement Long Lead Items (LLIs) packages as well as other reimbursed packages under the EpCI scope of work.

## 2. OVERVIEW

Dai Hung Nam (DHN) area is located in the southern part of Dai Hung oil field of Block 05-1(a), approximately 250 km from the coastline of the South-Eastern Vietnam and is situated in a water depth of 110 m (average). Block 05-1(a) has been operated by PVEP since 2003. The center of DHN is located approximately 3.5 km from the existing WHP-DH02 and 7.5 km from the current location of the FPU.

The location map of Block 05-1(a) is as hereunder in Figure 3.1.1.



**Figure 3.1.1: Block 05-1(a) Field Location**

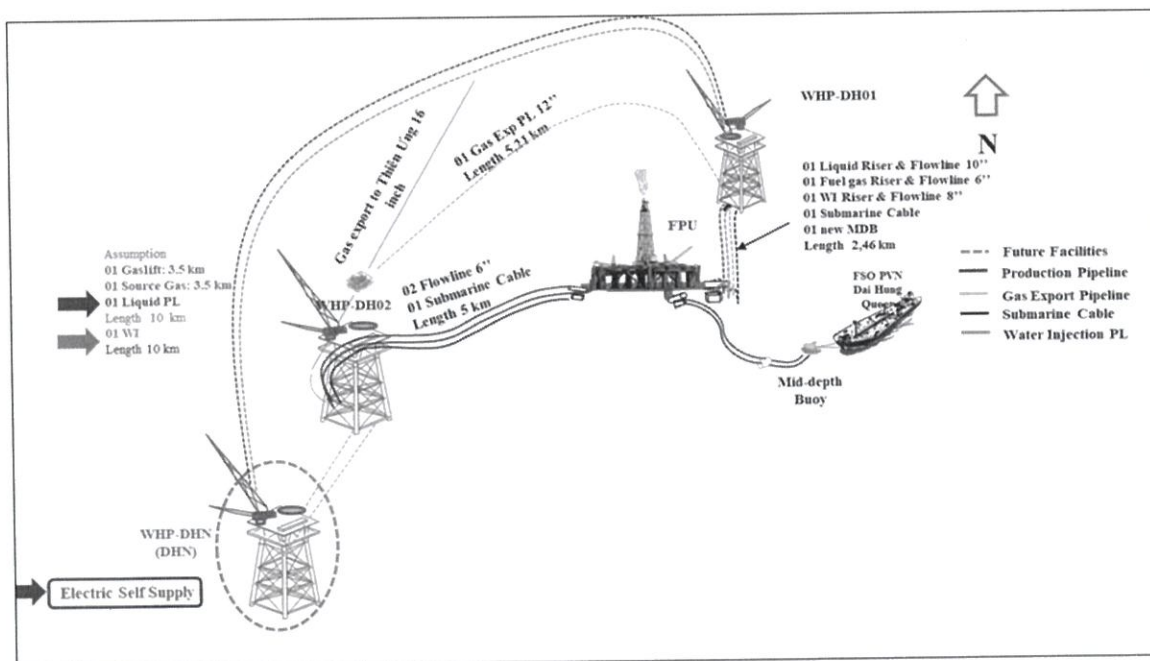


### 3. FACILITIES

The field facilities in Dai Hung Nam Field Development are as follows:

- New unmanned wellhead platform WHP-DHN located near WHP-DH02. WHP-DHN will be designed with 11 well slots for drilling by jack-up rig. Full wellstream of WHP-DHN will be routed to a Production Separator (on WHP-DHN) then the separated liquid is transported to FPU for further processing, a separated associated gas is exported to BK-TNG.
- Infield Pipelines:
  - + One liquid rigid pipeline, transporting separated liquid from WHP-DHN to FPU through subsea tie-in point of existing 10" liquid flowline from WHP-DH01 to FPU.
  - + One gaslift rigid pipeline, transporting gaslift from WHP-DHN to WHP-DH02.
  - + One export gas/source gas, transporting separated associated gas/source gas from WHP-DHN to subsea tie-in point of 16" existing export gas pipeline at WHP-DH02 and via versa.
  - + One water injection rigid pipeline, transporting water injection from FPU to WHP-DHN through subsea tie-in point of existing 8" water injection flowline from FPU to WHP-DH01.
- Modification works on WHP-DH02, WHP-DH01 and FPU for connection and processing.

Scheme of Dai Hung Nam Field Development is presented as below.



**Figure 3.2.1: Dai Hung Nam Field Development Scheme**

#### 3.2.1 Wellhead Platform WHP-DHN

*The Jacket consist of the following component parts:*

- The jacket shall be a 4-leg substructure located in a water depth of 108.70 m below MSL and secured to the seabed by 8 nos. skirt piles.
- Two (2) docking piles will be pre-installed at the Subsea Drilling Template. Afterwards, the jacket will be installed above the Subsea Drilling Template via the docking piles.
- The WHP-DHN jacket shall accommodate the following appurtenances:

Items	Present Requirements	Future Requirements
Conductors	<ul style="list-style-type: none"> <li>• 7 nos. of 36" (914 mm)</li> <li>• 3 nos. of 30" (762 mm)</li> <li>• 1 no. of 20" (508 mm)</li> </ul>	-
Risers	<ul style="list-style-type: none"> <li>• 1 no. of 6" for Gaslift Riser</li> <li>• 1 no. of 8" for Water Injection Riser</li> <li>• 1 no. of 10" for Gas Riser</li> <li>• 1 no. of 10" for FWS Riser</li> </ul>	<ul style="list-style-type: none"> <li>• 2 nos. of 10" Risers</li> </ul>
J-tube	-	<ul style="list-style-type: none"> <li>• 1 no. of 10" J-tube</li> </ul>
Boat Landing	<ul style="list-style-type: none"> <li>• 1 main and 1 auxiliary at opposite direction (Row 1 &amp; Row 2)</li> </ul>	-

***The Topside shall comprise of the following primary process and utility systems:***

- Wellheads (including WHCP and HPU).
- Manifolds (Production and Test manifold, Gaslift and Water Injection).
- Production Separator.
- Test Separator.
- Production Gas Cooler.
- Production Gas Scrubber.
- Gaslift Compressor Package.
- Pigging Facilities (Production Pig Launcher) & temporary Gas lift Pig Launcher.
- Flare system
- Closed Drain System.
- Open Drain System.
- Chemical Injection System.
- Back-up Chemical Injection System.
- Services and Potable Water System.
- Nitrogen Generation System.

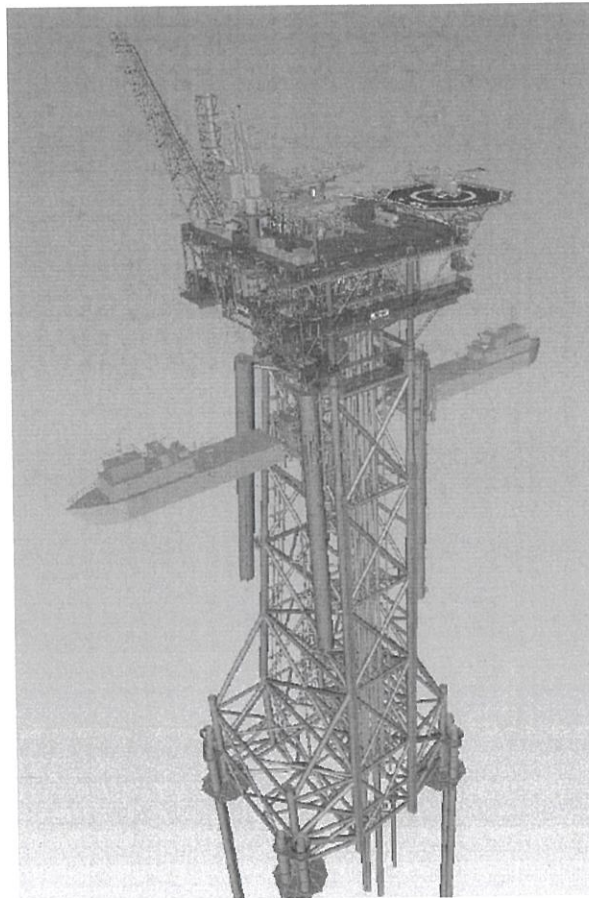


- Fuel Gas System.
- Instrument Air System.
- Utility Air system.
- Gas Engine Generator.
- Standby Diesel Generator.
- Diesel System.
- Pedestal Crane.
- Power Distribution System.
- Future Booster Pump
- Deck Integrated Fire Fighting System.

WHP-DHN shall be connected with the existing facilities by the following pipelines:

- Liquid pipeline from WHP-DHN to FPU via WHP-DH01 export pipeline.
- Water injection from WHP-DH01 to WHP-DHN.
- Makeup /export Pipeline Gas from WHP-DH02 to WHP-DHN
- Export gaslift from WHP-DHN to WHP-DH02.

Spare spaces for Liquid booster pumps and Tie-in for future shall be provided.



**Figure 3.2.1: 3D Modeling for Wellhead Platform WHP-DHN**

### **3.2.2 Infield subsea pipeline:**

The scope of work for the subsea rigid pipeline systems of Dai Hung Nam Project includes:

- **8-inch Water Injection (WI) Pipeline** ~ 9.3km from WHP-DH01 to WHP-DHN, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends and a crossing over existing 16-inch Gas Export Pipeline;
- **10-inch Production (FWS) Pipeline** ~ 9.3km from WHP-DHN to WHP-DH01, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends, a crossing over existing 16-inch Gas Export Pipeline and a piggable wye at WHP-DH01;
- **10-inch Source Gas (SG) Pipeline** ~ 3.3km from WHP-DH02 to WHP-DHN, including a riser at WHP-DHN, subsea tie-in spools at both pipeline ends and a subsea barred tee at WHP-DH02;
- **6-inch Gaslift (GL) Pipeline** ~ 3.3km from WHP-DHN to WHP-DH02, including a riser at WHP-DHN and subsea tie-in spools at both pipeline ends;
- 02 (two) **10-inch Future Risers** at WHP-DHN.

### **3.2.3 Modifications**



Modification works on WHP-DH02 and FPU for connection and processing.

### 3.2.4 Well Flowlines on WHP-DHN

There are 11 well flowlines including 08 production wells and 03 production wells/water injection wells as designed on WHP-DHN.

WHP-DHN will be completed with hook-up for 03 tie-back wells (DHN-4X, DHN-2X and DHN-1X) and maximum are 06 wells before First Oil, remaining wells will be completed hook-up at later stage in accordance with the tentative Drilling schedule as Attachment #5 – Drilling and Completion Schedule.

## 4. REQUIREMENTS TO PERFORMANCE OF QA/QC SERVICES

### 4.1 Scope of Services

The General scope of service is specified in summary table below:

	FACILITIES					
	WHP-DHN		Subsea Rigid Pipeline	WHP-DH02 and FPU Modification		WHP-DHN Well Flow lines
	Jacket	Topside Facilities				
Site Inspection Service for 10 procurement packages (Long Lead Items): Gas Lift Compressor, Structural Steel, Pedestal Crane, Gas Engine Generator and Standby Diesel Generator, E-House, Rigid Line pipe, Pressure Vessels, Chemical Injection Skid, Wellhead Control Panel, Main Valves	x	x	x	x	X	
Site Inspection Service for Reimbursed packages under EpCI (list will be supplied as CLIENT Supply Data)	x	x	x	x	X	
QA/QC services for other activities	X	X	X	X	X	

### 4.2 Specific scope of services

#### 4.2.1 QA/QC Activities for Site Inspection Service for procurement packages

Upon the CLIENT's requests and approval, CONTRACTOR shall be a representative for CLIENT responsible for performing inspection service at manufacturer site as requested by CLIENT based on the approved Vendor's ITP (Inspection and Testing Plans), included but not limited to:

- Attend PIM (Pre-Inspection Meeting) and Audit at manufacturer.

- Perform inspection for materials.
- Review/Witness Welding Procedure Specifications (WPSs) and Welding Procedure Qualification Records (WPQRs)
- Review/Witness welder and welding operator qualification.
- Review/Witness Non Destructive Testing (NDT) included RT, UT, PMI, MI, PT,...
- Review/Witness MPQT.
- Witness Hydrotest, Leak test, Load test, Performance Test...
- Perform necessary fabrication survey (dimension, welding, painting,...) during fabrication and witness other tests during fabrication.
- Verify the manufacture progress.
- Perform inspection, witness, verify the results of Factory Acceptance Test (FAT) and other tests specified in the Vendor Inspection and Testing Plans.
- Carry on the final inspection and issue Inspection Release Note (IRN) including sign off on Final Certificates and Punch lists to acknowledge the goods are ready for Shipment.
- Report to the CLIENT in daily and propose solutions for any problems affecting quality and progress.
- Other activities as required by CLIENT.

#### **4.2.2 Management and Administration**

##### **4.2.2.1 General**

CONTRACTOR is responsible for professional execution of the SERVICES to ensure the FACILITIES are in compliance with the technical requirements and the applicable codes and standards routinely employed by an international provider of such services. CONTRACTOR shall provide all materials, inspection equipment and tools, reporting process and templates necessary to fully perform the SERVICES.

CONTRACTOR shall ensure all such Inspection Equipment is maintained in accordance with documented procedures and instructions including service checks and calibrations performed by Contractor.

CONTRACTOR shall provide competent, multi-discipline personnel or resources to verify a large range of inspections and tests, covering a broad range of disciplines and on a global scale. The inspections and tests undertaken by CONTRACTOR at worldwide locations shall ensure the quality of materials, structures, components and systems during procurement, construction and commissioning phases of the PROJECT comply with the PROJECT standards and regulations.

CONTRACTOR's Project Coordinator shall liaise directly with CLIENT QA/QC



Representative to coordinate all QA/QC Resources and Activities at the various WORK SITES.

#### **4.2.2.2 Organization and Key Personnel**

CONTRACTOR shall submit Project Organization Chart that identifies its Personnel including their proposed base locations, source indicators (i.e Project Coordinator, Senior Engineer(s)/Inspector(s),...) based on the Scope of Service.

CONTRACTOR shall submit proposed personnel with clear full names, years of experience in oil and gas projects, CVs and qualifications/ certificates in accordance with Project Execution Plan and qualification requirement as Section 4.6. PERSONNEL.

CONTRACTOR shall designate its KEY PERSONNEL in its Organization Chart. KEY PERSONNEL shall be listed together with their position descriptions, responsibilities, authorities, and other information and shall not be removed or replaced from the PROJECT with prior CLIENT QA/QC Representatives Approval.

CONTRACTOR shall assign PERSONNEL who are fully qualified and competent for their respective positions approved by CLIENT are named in the Contract, all such named PERSONNEL shall not be removed without the written approval of CLIENT.

CONTRACTOR shall not designate any proposed Subcontractor personnel as "KEY PERSONNEL" (IE Project Coordinator nor Level Class II PERSONNEL as stated in section 4.6)

CONTRACTOR shall organize its resources to meet the demands. In response to CLIENT requirements, CONTRACTOR shall prepare a Call Off Work Order for approval by CLIENT covering all PERSONNEL that are deployed to the SERVICES.

CLIENT reserves the rights to mobilize whatever resources required from any third party if CONTRACTOR fails to timely discharge its obligations under the CONTRACT and all incremental costs associated with the mobilization and demobilization of a third party and performance of the SERVICES shall be back-charged to CONTRACTOR.

CONTRACTOR warrants that the SERVICES shall be performed efficiently, professionally and within the Contract Schedule. In the event that any of the SERVICES performed by CONTRACTOR is unsatisfactory, CLIENT will duly notify CONTRACTOR of the deficiencies and CONTRACTOR shall promptly rectify the deficiencies at its own costs. CLIENT reserves the rights to engage another party to rectify the deficiencies if CONTRACTOR fails to promptly do so upon notification and all costs associated with the rectification of the deficiencies by the other party shall be back-charged to CONTRACTOR.

#### **4.2.2.3 Services and Support**

CONTRACTOR shall provide all visas, licenses, work permits, facilities, PPE, accommodation, transportation, computer, phone, IT equipment, services, etc. and support

for their PERSONNEL to enable full execution of the SERVICES. CONTRACTOR shall be responsible for all travel and subsistence, accommodation, and other allowances required by CONTRACTOR PERSONNEL, except travel expenses related to travel to offshore WORK SITES.

CONTRACTOR shall promptly mobilize such facilities, services, IT equipment, and support so that they are available to CONTRACTOR PERSONNEL in a timely manner.

CONTRACTOR shall arrange and coordinate all travel, accommodation, formalities, insurance and the like for its PERSONNEL that are required by CLIENT to attend Vendor premises related to the procurement packages, and for travel to the transit point for travel to and from the offshore WORK SITE.

#### **4.2.2.4 Quality Deliverables Requirements**

CONTRACTOR shall submit Project Execution Plan (PEP) and Project Quality Plan (PQP) which it has adapted to meet the requirements of Contract.

PEP – The PEP Documents shall collectively describe all major activities for the SERVICES, and how they are to be efficiently executed.

PQP – The PQP shall define Quality Policy, Quality Objectives and include quality system of CONTRACTOR.

#### **4.2.2.5 Execution Deliverables Requirements.**

CONTRACTOR's Project Coordinator shall prepare/check and issue formally to CLIENT QA/QC Representative Inspection Reports for the SERVICES. The Contents of these Reports will be agreed after Contract Award between CLIENT and CONTRACTOR Representatives.

This Report shall comprise verification of, by way of example but not limited to, the following: Inspection & Expediting Status, Documents Status, Fabrication/FAT Quality, ITP Verifying Quality, etc.

#### **4.2.2.6 Health, Safety and Environment ("HSE")**

CONTRACTOR shall submit evidence of its HSE Management Systems.

CONTRACTOR shall perform the SERVICES in strict conformance with CLIENT's Health, Safety and Environmental (HSE) requirements, together with CONTRACTOR's own procedures, and all applicable laws and regulations of all jurisdictions at all locations where these SERVICES are being performed.

CONTRACTOR shall ensure that all SERVICES are performed by, and under the supervision of experienced persons skilled in their respective area of expertise.

#### **4.2.2.7 CONTRACTOR's ISO 9001 Quality Management System**

CONTRACTOR shall submit a valid ISO 9001 Quality Management System Certificate.



CONTRACTOR shall be responsible for establishing, documenting, maintaining and applying a formal quality system for all SERVICES in accordance with PQP.

#### **4.2.2.8 Interface Management**

The performance of the SERVICES may involve a number of interfaces with Certification/ Classification Authority, Vietnam Register, CLIENT and EpCI contractors & its subcontractors, vendors, and consultants engaged by CLIENT in development of the PROJECT. CONTRACTOR shall coordinate with CLIENT and other parties engaged by CLIENT to identify, develop, manage, resolve and coordinate these external interfaces.

#### **4.2.2.9 Contract Schedule**

CLIENT shall provide the initial Project Overall Schedule which includes procurement packages list and EpCI schedule to CONTRACTOR for reference only. Firm call out schedule shall be issued to CONTRACTOR once there is definite schedule for such inspection.

CONTRACTOR shall maintain a schedule based on the directions provided by CLIENT for the QA/QC SERVICES to be undertaken at the various WORK SITE.

#### **4.2.2.10 Document and Information Management**

Document Management System: During execution of the SERVICES, CONTRACTOR shall implement a comprehensive electronic document management system. Copies of the latest revisions of drawings, Technical Requirements, and other written information supplied by either CLIENT, EpCI Contractors, subcontractors or vendors shall be controlled.

Documentation at outlying WORK SITES: During the performance of the SERVICES at all location(s) other than CONTRACTOR's main office, CONTRACTOR shall maintain any latest drawings and written information relevant to SERVICES at such location(s).

### **4.3 Execution of SERVICES**

To ensure the smooth commencement of the SERVICES, it is essential and mandatory that CONTRACTOR appoint a Project Coordinator to liaise with CLIENT QA/QC Representative or his designate to develop activities requiring verification, and a plan to mobilize the necessary personnel to the site, administer the status of their review/ site survey inspection and to ensure that the SERVICES are completed within the specified time frame.

CONTRACTOR shall organize his workforce to meet CLIENT requirements. He shall ensure the mobilization and demobilization of the relevant personnel to meet CLIENT's needs and timely advice CLIENT QA/QC Representative or his worksite Representative the findings of the verification and inspection/ audit in fulfilling CONTRACTOR's contractual obligations.

CONTRACTOR shall ensure that reports from offsite inspection, witness testing and audit shall be delivered to CLIENT QA/QC Representative or his worksite Representative within at least two (2) days of the completion of the inspection/witness testing and two (03) days of the completion of the audit. Flash report shall be delivered to CLIENT QA/QC Representative within one (1) day of the completion of the inspection/witness testing if required by CLIENT.

CLIENT shall define the level of SERVICES required. CONTRACTOR shall organize its resources to meet the needs. PVEP-POC reserves the rights to mobilize whatever resources required from any third party if CONTRACTOR fails to timely discharge its obligations under the CONTRACT and all costs associated with the mobilization and demobilization of a third party and performance of the SERVICES shall be back-charged to CONTRACTOR.

CONTRACTOR main source of schedule data will be from CLIENT who shall issue detailed engineering, procurement, fabrication, installation and commissioning schedules and updates. CONTRACTOR Project Coordinator shall ensure that these data are distributed and integrated at all levels and at all sites.

#### **4.4 Responsibility of CONTRACTOR**

CONTRACTOR shall provide, as a minimum, such SERVICES to evidence the adequacy of the Site Inspection Service for procurement packages of the FACILITIES comply with all applicable CLIENT's specification requirements or relevant of International Codes or Standards.

CONTRACTOR is deemed to have full knowledge of the International Classification Rules and shall be responsible for communicating directly with CLIENT QA/QC Representative to control QA/QC activities and arranging mutually satisfactory schedules for the performance of review/surveys/witness/inspection/testing activities.

CONTRACTOR shall appraise the project quality system, undertake surveys at manufacture worksites/fabrication worksites and its sub-contractors in order to verify compliance of all product, systems and manufacturing processes against CLIENT approved specifications, standards and codes.

SERVICES to be performed for each discrete phase of the project shall include all QA/QC activities necessary to verify the FACILITIES comply with CLIENT Specification Requirements, International Standards, International Rules and Regulations and current editions of the applicable Rules and Regulations for the Classification of Fixed Offshore Installations issued by International Classification Authorities.

CONTRACTOR shall provide all necessary qualifications and all head office support required to properly perform QA/QC activities.

CONTRACTOR shall be responsible for providing all necessary protective clothing,



transportation, accommodation and subsistence for its personnel whilst working away from QA/QC SERVICE SUPPLIER'S head office whether at worksites in Vietnam or international worksites out of Vietnam and its sub-contractors.

CONTRACTOR shall liaise closely with CLIENT as necessary in order to diligently perform the SERVICES.

CONTRACTOR shall review the project Master Document Register and shall issue a schedule of documents that it wishes to receive for the purposes of either: Review/Audit, Inspection or other survey activities.

CONTRACTOR shall receive the required documents from CLIENT, directly from CLIENT'S other contractor's, the precise methodology to be agreed between CLIENT and CONTRACTOR.

CONTRACTOR shall be responsible for performing all SERVICES necessary to verify the facilities at all project locations including the worksites and its sub-contractors where manufacturing, fabrication, installation and testing activities will be undertaken.

CONTRACTOR shall comply/ observe in all respects with CLIENT Health, Safety and Environment policies as set out.

CONTRACTOR shall perform the services as requested and agree to the turnaround durations as specified above. For services that are not indicated as above specified, CLIENT and CONTRACTOR shall mutually agree to a reasonable turnaround.

#### **4.5 Project coordination, lines of communication and reporting responsibilities**

CONTRACTOR shall be responsible for coordinating the SERVICES with CLIENT QA/QC Representative or his worksite Representative at the various sites. CONTRACTOR shall communicate with and receive instructions from CLIENT QA/QC Representative or his worksite Representative directly on matters pertaining to the SERVICES.

To facilitate smooth communication flow and expedite document review turnaround, CONTRACTOR's local and overseas offices participating in any of the SERVICES should have facsimile, E-mail and Internet facilities for routine communication, transmission of inspection/test/audit reports and monitoring of the progress of the SERVICES.

CONTRACTOR shall maintain a log of all the in-coming and out-going correspondence, its status, monitor the resolution of any outstanding issues concerning the SERVICES, and for proper document control in this regards, CONTRACTOR shall implement a dedicated electronic database system to meet this requirement. CONTRACTOR shall review the proposed system with CLIENT to explore the possibility of integrating CONTRACTOR's system with CLIENT's system.

CONTRACTOR shall maintain a hard copy of all reports and certificates associated with the provision of the SERVICES and files for safe-keeping.

CONTRACTOR's representatives located at any of CLIENT's Worksites shall coordinate the daily work program with CLIENT worksite Representative located at the same site. All activities associated with the SERVICES shall be reported and actioned locally as appropriate. For SERVICES that is performed at offsite locations, it is of paramount importance that any such SERVICES must be completed by the assigned personnel prior to the crew change or leave and proper hand-over instructions must be in place for the next in-coming crew / replacement. CLIENT has the right to refuse CONTRACTOR's personnel to go for leave or crew change if the hand-over is not done properly. CLIENT also has the right to refuse CONTRACTOR's PERSONNEL to go for leave or crew change if, in CLIENT's view, CONTRACTOR's PERSONNEL did not perform his obligations satisfactorily and rectification work is required. CLIENT shall not be responsible for the costs associated with these refusals for CONTRACTOR's PERSONNEL to go for leave or crew change.

To expedite the submission of the witness, audit and test reports of procurement packages, CONTRACTOR's PERSONNEL at the site shall transmit the reports to CLIENT's worksite Representative and to CONTRACTOR Project Coordinator's office concurrently. The fastest means of transmission shall be used.

#### 4.6 CONTRACTOR personnel

CONTRACTOR PERSONNEL shall be permanently staffs or part time with signed agreement to demonstrate the proposed QA/QC SERVICE TEAM shall be established in accordance with requirement in Section 4 of this document.

CONTRACTOR personnel engaged in the SERVICES shall be experienced and competent for the required work scope. CONTRACTOR's personnel engaged and assigned to perform the review/witness/site survey inspection for fabrication and offshore sites in accordance with construction methodology/specifications/procedures/standards, experienced in the field works and competent with the construction works. They must meet the following minimum qualification and experience. Personnel who are assigned must have minimum experience and qualification stated below.

<u>Personnel Classification</u>	<u>Minimum Qualification &amp; Experience Requirements</u>
<b>A. Project Coordinator</b>	
Project Coordinator	<ul style="list-style-type: none"> <li>- Basic engineering degree and over fifteen (15) years of International working experience in the oil and gas industry, this includes at least five (5) years of managing QA/QC Services Activities.</li> <li>- Familiar with the onshore fabrication or offshore installation sites or at vendor's works, relating to inspections, fabrication, installation, testing and hook-up &amp; commissioning of oil and gas facilities.</li> </ul>
<b>B. Engineer</b>	





<u>Personnel Classification</u>	<u>Minimum Qualification &amp; Experience Requirements</u>
<b>Class I1 - Senior Engineers</b> Senior Mechanical Engineer Senior Electrical Engineer Senior Instrument Engineer Senior Telecom Engineer Senior Piping Engineer Senior Pipeline Engineer Senior QAQC Engineer Senior Metallurgical Engineer	<ul style="list-style-type: none"> <li>- Basic engineering degree and twelve (12) years of working experience in the oil and gas industry in relevant discipline respectively.</li> <li>- Familiar with the engineering design, fabrication, installation and hook-up &amp; commissioning of oil and gas facilities in relevant discipline respectively.</li> <li>- For Senior QAQC Engineer position: Qualified for senior welding, NDT and painting certificate such as CSWIP, AWS, API, PCN, NACE, etc..., and deep understanding of QA/QC related quality system, regulations, codes and standards such as AWS, ASME, BS EN, API, ASTM, DNV, NACE, ANSI, etc...</li> <li>- Familiar with ISO 9001 system.</li> </ul>
<b>Class I2 - Engineers</b> Mechanical Engineer Electrical Engineer Instrument Engineer Telecom Engineer Piping Engineer Pipeline Engineer QAQC Engineer Metallurgical Engineer	<ul style="list-style-type: none"> <li>- Basic engineering degree and eight (8) years of working experience in the oil and gas industry in relevant discipline respectively.</li> <li>- Familiar with the engineering design, fabrication, installation and hook-up &amp; commissioning of oil and gas facilities in relevant discipline respectively.</li> </ul>
<b>C. Inspector</b>	
<b>Class II1 - Senior Inspectors</b> Senior Welding Inspector Senior NDT Inspector Senior Coating Inspector Senior Piping Inspector Senior Electrical Inspector Senior Instrument Inspector Senior Telecom Inspector Senior Mechanical Inspector	<ul style="list-style-type: none"> <li>- Diploma or trade certificate and twelve (12) years of working experience in the oil and gas industry in relevant discipline respectively in the fabrication yard or offshore sites or at vendor's works, relating to inspections, fabrication, installation, testing and hook-up &amp; commissioning of the oil and gas facilities.</li> <li>- Inspectors shall be familiar with the equipment/packages assigned, and shall have a minimum of four (4) years experience in inspection and testing of similar equipment.</li> <li>- Qualified welding, NDT and painting certificate such as CSWIP, AWS, API, PCN, NACE, etc...</li> <li>- A deep understanding of QA/QC related regulations, data sheet, codes and standards such as AWS, ASME, BS EN, API, ASTM, DNV, NACE, ISA, ANSI, IEEE, NEMA, etc...</li> <li>- Familiar with ISO 9001 system.</li> </ul>
<b>Class II2 - Inspectors</b> Welding Inspector	<ul style="list-style-type: none"> <li>- Diploma or trade certificate and eight (8) years of working experience in the oil and gas industry in</li> </ul>

<u>Personnel Classification</u>	<u>Minimum Qualification &amp; Experience Requirements</u>
NDT Inspector Coating Inspector Piping Inspector Electrical Inspector Instrument Inspector Telecom Inspector Mechanical Inspector	relevant discipline respectively in the fabrication yard or offshore sites or at vendor's works and relating to inspections, fabrication, installation, testing and hook-up & commissioning of the oil and gas facilities. - Qualified welding, NDT and painting certificate such as CSWIP, AWS, API, PCN, NACE, etc... - Understanding of QA/QC related regulations, data sheet, codes and standards such as AWS, ASME, BS EN, API, ASTM, DNV, NACE, ISA, ANSI, IEEE, NEMA, etc...

CONTRACTOR's PERSONNEL engaged in the SERVICES must be approved by CLIENT prior to the commencement of the work. Any change or replacement of personnel shall be subject to CLIENT's approval. CONTRACTOR shall submit a timely copy of the relevant documents for CLIENT's review so as not to interrupt the SERVICES.

CONTRACTOR's PERSONNEL must be motivated, willing to work overtime at short notice, and perform under pressure and changing priorities. In this regard, CONTRACTOR agrees to take good care of the welfare of its personnel, promptly pay their salary, and rewards commensurate with the expected hours of work, provide them with proper accommodation at their assigned location, transport and medical care.

#### 4.7 Meetings and reporting

CLIENT may also require CONTRACTOR to attend other ad hoc meetings either at the worksite or at CLIENT's office. CLIENT worksite Representative at the various sites may request CONTRACTOR's PERSONNEL assigned to the site to attend other coordination or clarification meetings concerning the SERVICES.

CLIENT QA/QC Representative may request that CONTRACTOR issue a the progress report if any.

#### 4.8 Non-conformance

CONTRACTOR shall inform CLIENT immediately when a non-conformance part of the work is identified.

CONTRACTOR shall maintain a log of all the non-conformances and monitor their proper rectification. The log shall provide the details of the non-conformance, the contract specification paragraph relating to the non-conformance, who initiated the non-conformance report, the date of the non-conformance report, the date rectification was completed, the date of approval of non-conformance being rectified or CLIENT's waiver of compliance, and details of any material required to enable completion, including the purchase order reference and the estimated date of material arrival on site.





CONTRACTOR has no authority to accept any non-conformity or to authorize deviations to the contract specification requirements. Only CLIENT is authorized to accept non-conformities or deviations. The Non-Conformance Report (NCR) status shall be issued weekly to CLIENT QA/QC Representative.

CONTRACTOR shall steward, monitor and follow up with the close-out of all non-conformances.

#### **4.9 Personnel safety**

CONTRACTOR warrants that all its personnel are fit for the SERVICES and have received the appropriate approved safety training courses (where applicable) before commencement of the SERVICES at the onshore fabrication and offshore installation sites. The type of training courses are:

- Vendor(s)' Safety Orientation courses.
- Safety Induction
- Scaffold Safety
- Radiation Safety
- Electrical Safety
- ...

CONTRACTOR shall provide to its personnel the required personal protective equipment (PPE) such as safety boots, hard hat, safety glasses, ear plugs, full body harness, respiratory mask, etc. The cost to provide personnel safety training and provision of PPE and hand tools to QA/QC SERVICE SUPPLIER's personnel are included in the rates and are not separately reimbursable by CLIENT.

Any CONTRACTOR's PERSONNEL who fail to comply with CLIENT Vendor(s)' safety regulations at the worksite will be replaced and barred from all PVEP-POC's projects.

CONTRACTOR's PERSONNEL travelling offshore to CLIENT's facilities shall have the safety and medical qualifications.

#### **4.10 Close out Services**

CONTRACTOR shall close out services as contract term.

### **5. CODES AND STANDARDS**

For QA/QC activities of FACILITIES, it is guided at least in FEED design basis of Dai Hung Nam Project, and the international and Vietnamese rules and standards.

### **6. RESPONSIBILITY OF THE CLIENT**



**6.1 The CLIENT is OBLIGED:**

On demand of the CONTRACTOR to give it the information and documentation necessary for performance of work.

On inquiry of the CONTRACTOR to create conditions for presence of its inspectors with the purpose of performing supervision both on onshore base and offshore, at any stage of construction.

To assist the CONTRACTOR in the performance of consultations and advisory meetings.

**6.2 The CLIENT has the RIGHT:**

To require the CONTRACTOR perform the SERVICES within the scope of the present Technical Requirements at a high technical and qualitative level.

To require CONTRACTOR list any delays and difficulties which can affect terms and quality of performance of work, with the indication of the reasons.

During performance of work to submit any requests on changes and additions in scope and terms of work performance.

To submit any requests to the CONTRACTOR about convocation, if necessary, consultations and realization of advisory meetings.

**7. REQUIREMENTS TO SAFE PERFORMANCE OF WORKS**

The CONTRACTOR at realization of QA/QC activities should carry out rules on safe performance of works and according to Socialist Republic of Vietnam Legislation on protection of labors.



# **EXHIBIT II**

# **COMPENSATION**

## 1. GENERAL

- 1.1 CLIENT shall issue the Call-Off Work Order for each of the required SERVICES, detailing the specific scope of requirements for each trip and the WORK SITE location. The CONTRACTOR shall submit the proposed PERSONNEL for the specified job, along with a corresponding commercial proposal for CLIENT's review and approval. Upon CLIENT's written approval of the SERVICES and associated compensation, the CONTRACTOR shall deploy the approved PERSONNEL to perform the work as instructed at the designated WORK SITE. No deployment or mobilization of PERSONNEL for work if there is no CLIENT's approval.
- 1.2 The Unit Rates for PERSONNEL specified in this EXHIBIT shall remain fixed and firm for the entire duration of this CONTRACT and shall not be subject to change for any reason whatsoever including but not limited to unforeseen events, cost escalation or currency fluctuations.
- 1.3 The compensation for SERVICES shall be determined based on the proposal submitted for each Call-Off Work Order, which will include the Mobilization/Demobilization costs for the proposed PERSONNEL. Payment for each Call-Off Work Order will be based on the actual duration of work performed by the PERSONNEL at the designated location (via Timesheet signed by CLIENT), in accordance with the commercial proposal approved by CLIENT for that specific Call-Off Work Order.
- 1.4 For the performance and completion of the particular SERVICES, CLIENT agrees to pay the CONTRACTOR amounts as specified in each Call-Off Work Order, in accordance with the schedule and terms outlined in Exhibit II – Compensation.
- 1.5 The Unit Rates and the compensation payable by CLIENT under this CONTRACT are on an all-inclusive basis and include and account for all monies, costs, expenses, burdens and the like incurred by CONTRACTOR. The Unit Rates constitute the whole and only source of compensation payable by CLIENT to CONTRACTOR under the CONTRACT for the performance of the SERVICES, and the fulfillment of CONTRACTOR's obligations under the CONTRACT, including but not limited to:
  - All labor costs, wages, salaries, overtime, bonus, traveling, housing, allowances, other payments, contributions, taxes, levies or expenses payable in respect of labor as applicable under and in accordance with Vietnamese Law and the law of other countries in which any part of the SERVICES may be performed and any statute and national, local agreements with the trade unions;
  - Any and all applicable taxes, levies, fees, duties, charges, social security premiums, licenses, fines, penalties of whatsoever nature assessed or levied or imposed against CONTRACTOR, its AFFILIATES, its SUBCONTRACTORS, its employees and its agents by the competent authorities of S.R Vietnam or of any other applicable authority on account of or in relation to or in connection with performance and completion of the SERVICES, including but not limited to unless specified elsewhere in the CONTRACT, import duties, personal income tax, etc., except for Vietnamese Value Added Tax;
  - Permits and formalities required by CONTRACTOR from any governmental body in



connection with the performance of the SERVICES herein provided for and the cost of inspection required by law or ordinance of any governmental body;

- Costs and expenses of whatever kind payable for offices and other overhead charges, supervision and profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
- Other cost including but not limited to finance charges, finance costs of non-chargeable staff, management, administration, secretarial services, telephone, telex and facsimile, courier service, word processing and computer facilities, prints and reproductions arising out of its offices where the SERVICES are carried out;
- Insurance premium, professional CONTRACTOR and PERSONNEL licenses, banking charges and expenses, costs and expenses for safety, environmental/ weather protection; and
- All cost and/or expenses which are not specifically mentioned herein but are inherently necessary for PERSONNEL to complete the SERVICES.
- Costs of attorney's fees, cost, settlements, judgment incurred in connection with any labour or commercial matters, litigation, claims or disputes arising out of or in connection with the performance of this CONTRACT;
- Head office and other offices and other overhead charges, supervision and profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risks arising out of the conditions of the CONTRACT;
- Procurement surveillance;
- Construction surveillance;
- Transportation, Installation, Hook-up, Commissioning surveillance.
- Normal working time, overtime, weekend, public holidays, statutory holidays, and shift hours whether day or night;
- Insurance fees, professional engineering licenses;
- All notices, posting of all bonds, all fees, tariffs and like charges required by any government or other authority.
- All taxes, levies, duties, fees applicable in Vietnam and other countries where the Services are to be performed.
- Other costs and expenses.
- Issuance of all required Certificates.
- All other expenses required to undertake the SERVICES unless identified otherwise herein as not included in the CONTRACT PRICE.

All travel, subsistence and associated costs including but not limited to hotel accommodation, air travel, taxi, car hire, meals and the like for mobilization/demobilization and living at assignment locations, and travel to and from the point of transit to and from the offshore WORK SITE are deemed to be included in Unit Rates.

- 1.6 CONTRACTOR shall pay (or arrange the payment of) any valid monies owed by CONTRACTOR for personnel, materials and equipment used in the performance of the SERVICES, and taxes related to the SERVICES, as they become due.

If CONTRACTOR fails to pay or fails to arrange the payment of valid monies owed by CONTRACTOR to SUBCONTRACTOR, CLIENT has the right to pay those claims and to offset those payments against amounts due or which become due CONTRACTOR under this CONTRACT.

## 2. UNIT RATES

### 2.1 General

The Unit Rates listed in this Exhibit shall be used for the pricing of all SERVICES duly performed by CONTRACTOR in accordance with the CONTRACT.

### 2.2 Unit Rates

The Unit Rates are listed in Attachment 1 to this Exhibit.

The Unit Rates for Construction SERVICES shall apply for the respective locations in which the SERVICES are performed regardless of from where Personnel are sourced, unless by exception CLIENT prior approves otherwise.

**For Procurement SERVICES, CONTRACTOR is required to utilize Personnel from the country and to charge the Unit Rates for that country in which the SERVICES are performed, unless by exception CLIENT prior approves otherwise.**



**2.2.1 Daily Unit Rate for Procurement Activities:**

No	Region	Countries	Flat Daily Rate (VND or USD/ person)-Local Rate	Flat Daily Rate (VND or USD/ person)-Expatriate Rate
1	Asia Pacific	Malaysia		
		Singapore		
		Japan		
		Korea		
		Indonesia		
		India		
		Thailand		
		China		
		Taiwan		
		Philippines		
		UAE		
		Qatar		
		Oman		
		Kuwait		
		Saudi		
		Vietnam		
2	Europe	UK		
		Ireland		
		Hungary		
		France		
		Germany		
		Holland		
		Spain		
		Norway		
		Sweden		
		Belgium		
		Italy		
		Luxemburg		
		Switzerland		
		Austria		
		Finland		
		Portugal		
		Denmark		
3	America	USA		
		Mexico		
		Brazil		
		Canada		
		Argentina		
4	Others	Australia		
		South Africa		

\* Note:

Local: Vietnamese

Expatriate: Others

## 2.2.2 Unit Rates for Construction Activities in Vietnam

Personnel Categories			All Construction SERVICES							
			Daily Unit Rates (VND or USD/person) -Local		Daily Unit Rates (VND or USD/person) - Expat		Monthly Unit Rates (VND or USD/person)-Local		Monthly Unit Rates (VND or USD/person)-Expat	
Item	Job Title	Class Level	Vietnam Onshore	Vietnam Offshore	Vietnam Onshore	Vietnam Offshore	Vietnam Onshore	Vietnam Offshore	Vietnam Onshore	Vietnam Offshore
1.										
2.										
3.										
4.										
<b><u>GENERAL NOTES</u></b>										
1. The Unit Rates in this Exhibit shall apply to the SERVICES duly performed by CONTRACTOR at the location at which they are performed, unless otherwise approved by CLIENT.										
2. Class (Job) Levels are as described in Exhibit I – Scope of SERVICES.										
3. All Unit Rates are on an all-inclusive flat rate; no overtime will be paid.										
4. The Unit Rates are fixed until the end of 2027.										
5. All prices are exclusive of VAT.										



**Project Name:** Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam.

**ITB No.:** PVEP-POC-DHN-2025-010

**Package:** Provision of Quality Assurance and Quality Control (QA/QC) Services

**Exhibit III – Call out Work Order Procedure**

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## **EXHIBIT III**

# **CALL OUT WORK ORDER PROCEDURE**

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## 1. Call Out Work Order Issuance by CLIENT

- CLIENT shall initiate the process by issuing a Call Out Work Order.
- The Call Out Work Order shall include:
  - A clear Scope of Work detailing the QA/QC services required.
  - The location where the services are to be performed.
  - The required personnel specifications, including any relevant qualifications, certifications, or competencies.

## 2. CONTRACTOR's Proposal Submission

- Upon receiving the Call Out Work Order, the CONTRACTOR shall review and respond promptly with a formal Proposal.
- The Proposal shall include:
  - The proposed personnel who meet the minimum qualifications as defined in the Scope of Work. If applicable, any Key Personnel shall also be proposed.
  - Supporting documentation such as Curriculum Vitae (CV), certifications, and any other relevant credentials of the proposed personnel.
  - A detailed price proposal for the requested services, ensuring alignment with the CLIENT's budget and requirements.
- The CONTRACTOR shall ensure compliance with all CLIENT-defined requirements, including availability of personnel and timelines.

## 3. CLIENT's Review and Evaluation

- CLIENT shall review the CONTRACTOR's Proposal to ensure:
  - The proposed personnel meet the minimum qualifications and align with the requirements specified in the Scope of Work.
  - The price proposal is within the CLIENT's budget and expectations.
  - The proposal satisfies all other conditions outlined in the Call Out Work Order.

## 4. Approval and Dispatch Instruction by CLIENT

- If the CONTRACTOR's Proposal is deemed acceptable, the CLIENT shall issue formal Approval.
- Upon approval, CLIENT shall provide dispatch instructions to the CONTRACTOR, specifying:
  - The approved personnel and their deployment schedule.
  - Any additional logistical details such as exact location, reporting structure, and on-site requirements.

## 5. Deployment by CONTRACTOR

- CONTRACTOR shall immediately proceed with the deployment of the approved personnel to the specified location.
- CONTRACTOR shall ensure that the personnel are adequately briefed on the Scope of Work and any specific requirements of the CLIENT.
- CONTRACTOR shall provide regular updates to CLIENT regarding the status of deployment and commencement of work.



## 6. Execution of Work

- The deployed personnel shall perform the QA/QC services as per the approved Scope of Work and CLIENT's instructions.
- CONTRACTOR shall ensure that work is carried out in compliance with relevant standards, codes, and CLIENT's quality requirements.
- CONTRACTOR shall ensure that the daily report and timesheet presented to CLIENT for review/ approval.

## 7. Feedback and Reporting

- CONTRACTOR shall submit periodic progress reports or updates to the CLIENT.
- Upon completion of the requested services, CONTRACTOR shall provide a final report detailing the work performed, challenges encountered (if any), and results achieved.
- CLIENT shall provide feedback on the performance of the CONTRACTOR's personnel and the overall quality of the services provided.

## CALL-OFF WORK ORDER

<b>1. Contract Reference</b>	
Project	: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a)
Contract No	:
Contract Title	: Provision of Quality Assurance and Quality Control Services

<b>2. Call-Of Work Order No.:</b>	<b>Rev. No.:</b>	<b>Date:</b>
To :	From :	PVEP POC
Attn :	Represented by :	..... (Company Representative)
Tel :	Tel :	:
Fax :	Fax :	:
Email :	Email	:

<b>3. Description of Scope of Work:</b>

<b>4. Work Schedule:</b>	
Job Title	: .....
Class Level	: .....
Unit Rate Payable	: .....
Mobilization Location	: ..... (procurement related only)
Work Location	: .....
Work Duration	: ..... DAYS / months tentatively including travelling time



Start Date	: ...../ ..... / 20..... (tentative)
Finish Date	: ...../ ..... / 20.....(tentative)

**5. Basis of Cost:**

Unit Rate <input checked="" type="checkbox"/>	Estimated Work Order Duration	Mobilisation/ Demobilisation	Quantity of required Personnel
Reimbursable <input type="checkbox"/>			
Lump Sum <input checked="" type="checkbox"/>			

**Total Estimated Cost:** \_\_\_\_\_ **USD/VND***Remarks: Payment shall be made in accordance with the CONTRACT.***6. Attachments:**

1. CTR
2. CV of personnel nominated by CONTRACTOR to perform the work
3. ...etc.

**7. Approvals:**

Prepared by:	Reviewed by:	Approved by Company Rep.:
Signature: _____	Signature: _____	Signature: _____
Name: _____	Name: _____	Name: _____
Date: _____	Date: _____	Date: _____

**8. Close Out of Call-Off Order:**

CONTRACTOR hereby confirms that the SERVICES provided under this Call-Off Work Order have been completed by CONTRACTOR and the respective invoices for all of the related SERVICES have been paid by CLIENT.

Commencement Date of SERVICES: _____	
Completion Date of SERVICES: _____	
Date of Final Payment by CLIENT: _____	
Presented by CONTRACTOR:	Approved by CLIENT REPRESENTATIVE:
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____





## **EXHIBIT V**

### **INVOICING PROCEDURES**

## V-1.0 INVOICING PROCEDURES

Pursuant to **ARTICLE 7 – "INVOICING AND PAYMENT"** of the CONTRACT, CONTRACTOR shall comply with the following instructions and guidelines when preparing and submitting invoice(s).

- V-1.1 Invoices for WORKS performed shall be submitted in the invoicing format given in **APPENDIX V-1** together with a copy of the Billing Statement per **APPENDIX V-2** for every invoice submission. The statement shall reflect the total amount previously billed the current month billing and the total cumulative amount billed to date.
- V-1.2 Invoices shall be submitted to the following address:
- V-1.3 **CLIENT**  
  
15<sup>th</sup> Floor, Victory Tower  
12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, Vietnam  
Attn: **Manager, Finance and Accounts**
- V-1.4 Invoices shall be submitted as per rates in **EXHIBIT II – CONTRACT PRICE** in accordance with **ARTICLE 7** entitled "**INVOICING AND PAYMENT**" of the terms & conditions.
- V-1.5 All invoices shall be prepared on CONTRACTOR's letterhead. The letterhead shall include the name of the company, current address, telephone and facsimile numbers.
- V-1.6 All invoices must indicate the following information but not limited to CONTRACT title and number, invoices number and date, location where WORKS are performed.
- V-1.7 Debit Invoice and Credit Invoice shall be numbered differentially to distinguish between them.
- V-1.8 No payment instruction which conflict with this CONTRACT shall be shown on the invoices. If any such conflict exists, the CONTRACT shall govern.
- V-1.9 All invoices are to be submitted in two copies (one original and one duplicate copy) both complete with relevant supporting documents and properly stamped to distinguish between original and duplicate.
- V-1.10 All invoices must be verified and signed prior to the official submission.
- V-1.11 When invoices have been found to be undelivered, the CONTRACTOR shall submit certified true copies of the invoices and supporting documents duly signed by the CONTRACTOR Contract Administrator designated in **ARTICLE 18**.





V-1.12 Billing shall be supported by verifiable milestone or time sheets (for monthly rate) approved by CLIENT Representatives. All other reimbursable cost is to be supported by appropriate cost summary sheets and verified by CLIENT's Representatives.

#### **V-2.0 COMPLETION OF THE WORKS**

Completion of WORKS shall be achieved when the operations described in **EXHIBIT I** has been completed and CONTRACTOR has been notified in writing by CLIENT.

#### **V-3.0 CONTRACT CLOSURE**

CONTRACTOR shall submit to CLIENT a 'CONTRACT CLOSURE LETTER' and 'CONTRACT CLOSURE CERTIFICATE' as per format shown in **APPENDIX V-3** and **APPENDIX V-4**, respectively.

#### **V-4.0 CONTRACTOR PERFORMANCE EVALUATION**

CLIENT shall continuously evaluate the performance of the CONTRACTOR pursuant to the specification stated in this CONTRACT throughout the term of CONTRACT duration.

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**APPENDIX V-1**

**SPECIMEN FORM OF INVOICE**

TO: **PVEP POC**  
15<sup>th</sup> Floor, Victory Tower, 12  
Tan Trao Street, Tan My Ward,  
Ho Chi Minh City, S.R. Vietnam

**CONTRACTOR**  
current address,  
telephone and  
facsimile numbers.

ATTN: Finance Manager

Contract Title:  
Contract No.:

Invoice No.:  
Invoice Date:

Brief description on type of invoice, location, month and year and etc.

---

Description of charges itemized in accordance with the rates set forth in the CONTRACT.

Total amount of the invoice

---

CONTRACTOR's Bank  
And Account Number as per

---

Verify and sign by



Project Name: Dai Hung Nam Project, Dai Hung Field Development, Block 05-1(a), Offshore Vietnam.

ITB No.: PVEPPOC-DEV-2025-010

Package: Provision of Quality Assurance and Quality Control (QA/QC) Services

PART 2 – DRAFT CONTRACT – EXHIBIT V- INVOICING PROCEDURE



**APPENDIX V-2**

**BILLING STATEMENT**

**PVEP POC**

**BILLING STATEMENT AS OF \_\_\_\_\_**

**CONTRACTOR : \_\_\_\_\_ CONTRACT NO. : \_\_\_\_\_**

INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	BRIEF DESCRIPTION OF THE INVOICE	CUMULATIVE AMOUNT	DATE SUBMIT TO CLIENT	AMOUNT PAID	DATE PAID	REMARKS

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### APPENDIX V-3

## CONTRACT CLOSURE LETTER

CONTRACTOR : \_\_\_\_\_

CONTRACT NO. : \_\_\_\_\_

CONTRACT TITLE : \_\_\_\_\_

Dear Sir,

For administrative purpose we wish to close and archive the account of this CONTRACT and therefore request you to sign in duplicate the attached Contract Closure Certificate. Upon signing, please return one (1) original copy to us for our record and retention.

The purpose of the certificate is to confirm the total sum of money that has been paid by CLIENT under the CONTRACT and to confirm that no further sums are payable by CLIENT. Please enter the appropriate figure in spaces provided in the attached Certificate.

Yours faithfully,  
For and on behalf of CLIENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date





## CONTRACT CLOSURE CERTIFICATE

With reference to CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_,

between undersigned CONTRACTOR, \_\_\_\_\_  
(Name of CONTRACTOR )

and \_\_\_\_\_  
( Name of CLIENT )

for \_\_\_\_\_  
( Title )

In consideration of VND/USD \_\_\_\_\_ as per final payment under the CONTRACT, the CONTRACTOR hereby unconditionally releases and forever discharges CLIENT and CLIENT premises and property from all claims, liens and obligations of every nature arising out of or in connections with performance of the CONTRACT and all amendments thereto.

The CONTRACT agrees to indemnify and hold CLIENT harmless from and against all cost, losses, damages, claims from any cause of action, judgments and expenses, including legal costs arising out of or in connections with claims against CLIENT which claims arise of the performance of the WORKS under the CONTRACT and which may be asserted by CONTRACTOR or any of its Sub-contractors or any of their representatives, officers, agents or employees.

The foregoing shall not relieve the CONTRACTOR of his obligations under the provision of the CONTRACT, which by their nature survive completion of the WORKS including, without limitation, warranties, guarantees and indemnities.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

For and on behalf of (Name of CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name