

MASTER SERVICES AGREEMENT

BETWEEN

**ABC Company LTD
AND**



WORK PERFORMED IN EQUATORIAL GUINEA

NOTICE:

**THIS AGREEMENT CONTAINS
INDEMNITY AND RELEASE PROVISIONS**

MASTER SERVICES AGREEMENT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	DEFINITIONS	3
2.0	THE AGREEMENT	3
3.0	WARRANTY	4
4.0	INDEMNITIES AND LIABILITIES	5
5.0	INSURANCE COVERAGE	8
6.0	TERMINATION	8
7.0	DEFAULT	9
8.0	CHOICE OF LAW & THIRD-PARTY RIGHTS	9
	AGREEMENTS AND SIGNATURES	8

MASTER SERVICES AGREEMENT

This Agreement is effective from the 14th day of May 2018 by and between **ABC Company LLC**, a limited liability company organized under the laws of the Cayman Islands, British West Indies ("Company"), with principal offices located at Punta Europa, Malabo, Equatorial Guinea, West Africa and **Transportation and [REDACTED]** incorporated under the laws of the Republic of Equatorial Guinea ("Contractor"), with principal offices located at Carret [REDACTED]

The Parties, each in consideration of the promises and agreements of the other herein contained, mutually agree as follows:

ARTICLE 1.0: DEFINITIONS

- 1.1 Definitions** – In this Agreement, all words and terms identified by a capitalized initial letter shall have the meaning assigned to them within Part G: "Standard Defined Terms" or as otherwise set forth in the Agreement documents. This Agreement may not include or use all the terms listed within Part G. In the event one of the terms is included within an Agreement document, but is not represented as a defined term, the term should be ascribed its generally accepted English language meaning.

ARTICLE 2.0: THE AGREEMENT

- 2.1 Agreement** – The following Attachments shall be deemed to form, and be read and construed as part of the Agreement hereinafter, collectively referred to as the "Agreement".

<u>Parts</u>	<u>Title</u>
Part A	Standard Terms and Conditions
Part B	Job Order Format
Part C	Change/Variation Order Format
Part D	Amendment Format
Part E	Company HES Policy
Part F	Notification Addresses
Part G	Standard Defined Terms
Part H	International Health Policy

- 2.2 Purpose of Agreement** – The purpose of the Agreement is to set forth the terms and conditions for any Work undertaken by Contractor for Company and to define the contractual rights, obligations and liabilities of the Parties. The Agreement shall not establish exclusivity of business dealings between the Parties nor shall Company be committed to contract for a stated volume of Work during the Term of the Agreement.
- 2.3 Complementary Provision** – The documents which comprise the Agreement are complementary, and Contractor shall carefully study and compare the various documents, as well as any other information furnished by Company relative to the Work. No agreement document should be read in isolation. This obligation is for the purpose of facilitating full understanding of the requirements of the Agreement and not for the purpose of discovering errors, omissions, or inconsistencies in the Agreement. Any errors, omissions, or inconsistencies discovered by Contractor shall, however, be communicated promptly to Company as a request for information.

ARTICLE 3.0: WARRANTY

- 3.1 General** – The warranties set forth in this Article 3 (the "Warranty" or, collectively, the "Warranties") are in addition to any details and criteria set forth in the Agreement, including any

relevant Job Order. Any Work, or component thereof, that is not in conformity with any Warranty is defective ("Defective") and contains a defect ("Defect").

3.2 Warranty of Work – Contractor hereby warrants that:

- (i) all goods and equipment to be delivered as part of the Work, and all components thereof, shall be new (unless otherwise agreed in writing), of merchantable quality, and free of all inherent defects;
- (ii) all services to be provided as part of the Work shall be performed with all due skill, care, and diligence, in accordance with good and sound practices;
- (iii) the Work shall be in accordance with all of the requirements of this Agreement (including the relevant Job Order), including applicable laws, rules, and regulations; and
- (iv) the Work shall be free from encumbrances of title including, but not limited to, any lien, attachment, or security interest.

3.3 Warranty of Contractor Personnel – Contractor hereby warrants that all Contractor Personnel performing the Work shall be: (a) professionally qualified and sufficiently experienced and skilled to perform the Work overall and the specific roles to which such Contractor Personnel are assigned; and (b) medically fit to perform the Work in Equatorial Guinea. Contractor shall ensure that sufficient numbers of Contractor Personnel are on duty at all times during the performance of the Work. At Company's request, Contractor will promptly remove any Contractor Personnel who, in Company's judgment, (x) fail to comply with Company's security and safety policies, the requirements of any Governmental Authority, or any other applicable law or regulation, (y) engage in fraud or misconduct of any kind, or (z) are unreasonably disruptive to Company's operations or to Company's relationship with any third party, including Governmental Authorities. Notwithstanding any Company obligation to provide transportation for Contractor Personnel, whether stated in a Job Order or elsewhere, all transportation costs for Contractor Personnel who, in Company's judgment, fail to satisfy the requirements of Sections 3.3(a) or 3.3(b) or engage in the conduct prohibited under Sections 3.3(x), 3.3(y), or 3.3(z), shall be for Contractor's account.

3.4 Documentation Warranty – Contractor warrants that the written documentation regarding the use of the Work, including operation and maintenance manuals, shall conform to the requirements of this Agreement (including the relevant Job Order) and generally accepted standards as of the time such documentation is prepared. If any non-conformance with this warranty occurs or is discovered during the Correction Period, Contractor shall furnish Company with corrected documentation at no expense to the Company.

3.5 Assignment and Enforcement of Subcontractor Warranties – All warranties from Subcontractors on the Work (including goods and equipment that are a portion thereof) for the benefit of Contractor shall (i) permit Contractor to assign such warranty to Company and (ii) prior to assignment, shall permit Contractor to authorize Company to deal with such Subcontractor on Contractor's behalf. Contractor shall deliver such warranties, with duly executed instruments assigning the warranties, to Company following the Correction Period. Notwithstanding the foregoing, Contractor shall be fully responsible and liable to Company for its Warranty and Remediation obligations and liability under this Agreement for all Work.

3.6 Remediation – If, during the Correction Period, any Work or a component thereof is found to be Defective, and Company provides written notice of such Defect to Contractor, Contractor shall, at its sole cost and expense, promptly correct (whether by repair, replacement or otherwise) such Defective Work, including all obligations in connection with such correction, such as in and out costs, storage, labor, Taxes, transportation and expediting costs, and any

other costs necessary to fully correct the Work (such correction of Defective Work, "Remediation"). Any such written notice from Company shall state with reasonable specificity the date of occurrence or observation of the alleged Defect and describe the alleged Defect. Company shall provide Contractor with access to the Work Site sufficient to perform Remediation, so long as such access does not unreasonably interfere with Company's operations and subject to any security or safety requirements of Company.

- (i) Company Right to Perform Remediation – If Contractor fails to commence Remediation within a reasonable period of time (not to exceed ten (10) business days) or does not complete such Remediation in a reasonable period of time, then Company, upon providing prior written notice to Contractor, may perform such Remediation, and Contractor shall be liable to Company for the reasonable costs incurred by Company in connection with performing such Remediation. Contractor shall pay Company, within ten (10) days after receipt of written notice from Company that it has performed such Remediation, an amount equal to such costs (or, at Company's sole discretion, Company may withhold or offset amounts owed to Contractor). Notwithstanding the foregoing, if Defective Work discovered during the Correction Period (i) presents an imminent threat to the safety or health of any person, or (ii) threatens to halt or interrupt normal operations of Company's plant, Company may perform Remediation in order to correct such Defective Work without giving prior written notice to Contractor. To the extent any Remediation is performed by or on behalf of Company pursuant to this provision, Contractor's obligations with respect to such Remediation shall be relieved solely with respect to such Remediation, with the exception of Contractor's obligation to pay Company the reasonable costs incurred by Company in connection with performing such Remediation.
- (ii) Extended Correction Period – With respect to any Remediation performed hereunder, the Correction Period for such Remediation shall be extended for an additional year from the date of the completion of such Remediation; provided, however, in no event shall the Correction Period for any Remediation end before the Correction Period applicable to the original Work.
- (iii) Standards for Remediation – All Remediation shall be performed subject to the same terms and conditions under this Agreement as the original Work.

3.7 No Obligation to Suspend/Halt Operations – If the interruption or suspension of operation of Company's plant or equipment into which the defective Work has been incorporated is required in order to determine the type and/or quantity of materials required for any Remediation, then Company shall have no obligation to interrupt or suspend the normal operation of Company's plant or equipment to make such determination. In such case, Company and Contractor shall use their respective reasonable efforts to agree on the expected quantity and/or type of materials to perform the Remediation and Contractor shall supply such materials at Contractor's sole expense. If any of such Contractor-supplied materials are not used to correct the defect, then such excess materials shall be returned to Contractor by Company.

ARTICLE 4.0: INDEMNITIES AND LIABILITIES

4.1 INDEMNITY FROM COMPANY TO CONTRACTOR – COMPANY SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES (INCLUDING BUT NOT LIMITED TO THOSE INVOLVING HEALTH, ENVIRONMENTAL, AND SAFETY MATTERS), LOSSES, DAMAGES, PROCEEDINGS, CAUSES OF ACTION AND EXPENSES

(INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER LITIGATION COSTS) SUFFERED WITH RESPECT TO:

- (i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF COMPANY GROUP, AND/OR
- (ii) LOSS, DAMAGE OR DESTRUCTION OF COMPANY FURNISHED EQUIPMENT OR PROPERTY OWNED OR HIRED BY COMPANY GROUP,

ARISING IN CONNECTION WITH THE AGREEMENT, AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING CONTRACTOR GROUP.

4.2 INDEMNITY FROM CONTRACTOR TO COMPANY – CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES (INCLUDING BUT NOT LIMITED TO THOSE INVOLVING ENVIRONMENTAL, HEALTH AND SAFETY MATTERS), LOSSES, DAMAGES, PROCEEDINGS, CAUSES OF ACTION AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER LITIGATION COSTS) SUFFERED WITH RESPECT TO:

- (i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF CONTRACTOR GROUP, AND OR
- (ii) LOSS, DAMAGE OR DESTRUCTION OF CONTRACTOR FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CONTRACTOR GROUP,

ARISING IN CONNECTION WITH THE AGREEMENT, AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING COMPANY GROUP EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

4.3 CROSS INDEMNITY – IN ADDITION TO THE INDEMNITIES PROVIDED IN THE AGREEMENT, CONTRACTOR AGREES TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY'S OTHER CONTRACTORS WHICH HAVE EXECUTED AN AGREEMENT WITH COMPANY CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("CROSS-INDEMNITY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES (INCLUDING BUT NOT LIMITED TO THOSE INVOLVING ENVIRONMENTAL, HEALTH AND SAFETY MATTERS), LOSSES, DAMAGES, PROCEEDINGS, CAUSES OF ACTION AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER LITIGATION COSTS) SUFFERED WITH RESPECT TO:

- (i) PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF CONTRACTOR GROUP, AND/OR
- (ii) LOSS, DAMAGE OR DESTRUCTION OF CONTRACTOR FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CONTRACTOR GROUP,

ARISING IN CONNECTION WITH THE AGREEMENT, HOWSOEVER CAUSED, (a) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING CROSS-INDEMNIFIED CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR (b) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, NEGLIGENCE PER SE,

GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY, INCLUDING CROSS-INDEMNIFIED CONTRACTORS.

IT IS THE INTENTION OF THE PARTIES HEREIN THAT THIS CROSS INDEMNITY APPLY TO AND BE FOR THE BENEFIT OF COMPANY'S OTHER CONTRACTORS WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE AGREEMENTS WITH COMPANY. FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS, COMPANY SHALL ACT ONLY AS A FACILITATOR FOR THE BENEFIT OF SUCH OTHER CONTRACTORS, WHO SHALL BE ENTITLED TO ENFORCE THIS CROSS INDEMNITY DIRECTLY AGAINST CONTRACTORS IN ADDITION TO COMPANY'S RIGHT TO ENFORCE.

- 4.4 INTELLECTUAL PROPERTY INFRINGEMENT – CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, PROCEEDINGS, CAUSES OF ACTION AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER LITIGATION COSTS) ON ACCOUNT OF OR BY REASON OF ANY CLAIM OR SUIT FOR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY ARISING IN CONNECTION WITH THE MANUFACTURE, SALE, USE OR OTHER DISPOSITION OF ANY ARTICLE OR MATERIAL FURNISHED HEREUNDER, OR THE PERFORMANCE OF ANY WORK, OR PART THEREOF. IF, BY REASON OF ANY SUIT OR THREATENED ACTION CONCERNING INTELLECTUAL PROPERTY, CONTRACTOR IS ENJOINED FROM USING ANY CONTRACTOR FURNISHED ITEMS OR PART THEREOF, CONTRACTOR, AT ITS OWN EXPENSE, SHALL DILIGENTLY PROCURE THE RIGHT TO USE SUCH CONTRACTOR FURNISHED ITEMS OR INFRINGING OR MISAPPROPRIATING OPERATION, OR SUBSTITUTE EQUIVALENT BUT NON-INFRINGING OR NON-MISAPPROPRIATING CONTRACTOR FURNISHED ITEMS OR OPERATION, OR MODIFY THE CONTRACTOR FURNISHED ITEMS OR OPERATION TO MAKE IT NON-INFRINGING OR NON-MISAPPROPRIATING BUT AT LEAST EQUIVALENT TO THE INFRINGING OR MISAPPROPRIATING EQUIPMENT AND/OR OPERATION. ANY SUCH SUBSTITUTION OR MODIFICATION SHALL ONLY BE MADE WITH COMPANY'S WRITTEN APPROVAL, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD.**
- 4.5 CONTRACTUAL PERFORMANCE INDEMNITY – CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES (INCLUDING BUT NOT LIMITED TO THOSE INVOLVING ENVIRONMENTAL, HEALTH AND SAFETY MATTERS), LOSSES, DAMAGES, PROCEEDINGS, CAUSES OF ACTION AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER LITIGATION COSTS) ON ACCOUNT OF OR WHICH MAY BE INCURRED BY THE COMPANY GROUP IN CONNECTION WITH CONTRACTOR'S BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT RELATING TO INSURANCE, TAXES, LIENS, CONFIDENTIALITY, ALL PROVISIONS IN ARTICLE A5: "LAWS, RULES, REGULATIONS AND POLICIES," AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING THE COMPANY GROUP.**
- 4.6 REGARDLESS OF FAULT – EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SET FORTH ABOVE ARE EXPRESSLY INTENDED TO AND CONSTITUTE ARTICLES WHICH INCLUDE AN OBLIGATION BY THE INDEMNITOR TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE FROM AND AGAINST CONSEQUENCES OF INDEMNITEE'S OWN (SOLE OR CONCURRENT) ACTIONS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OR CAUSES OF ACTION ATTRIBUTABLE TO INDEMNITEE.**

- 4.7 EXEMPLARY AND PUNITIVE DAMAGES – NOTWITHSTANDING THE PROVISIONS CONTAINED WITHIN THIS ARTICLE, THE PARTIES EXPRESSLY AGREE TO EXCLUDE ANY INDEMNITY FROM THE INDEMNITOR TO THE INDEMNITEE FOR EXEMPLARY AND/OR PUNITIVE DAMAGES LEVIED AGAINST THE INDEMNITEE ARISING OUT OF THE INDEMNITEE’S PERFORMANCE OF THE AGREEMENT.**
- 4.8 Defense** – Each Party shall have the right, at its option, to participate at its own expense in the defense of any suit without releasing the other Party from any indemnity and defense obligation hereunder.
- 4.9 Statement of Parties’ Intentions** – The purpose of the Agreement between the Parties is to have one set of contractual terms as a master services agreement that applies to the different projects performed by Contractor for Company. It is the Parties’ intention that the Agreement be interpreted under the choice of law prescribed within Article 8: “Choice of Law”, and the Parties have drafted the language in the Agreement, including the indemnity language, with the belief and intent that it fully complies with and is completely enforceable under the law, and is to be construed that it is as broad in scope as is permissible by law. In the event that, contrary to the Parties’ stated intentions to have fully enforceable indemnities, a court determines that any of the indemnity obligations under the Agreement are invalid, illegal, or unenforceable in any respect, these obligations shall be subject only to those exceptions and limitations required for the indemnity to be and remain valid and enforceable under the law. The indemnities contained herein shall apply notwithstanding any breach by either Party of any of the other terms and conditions of the Agreement.
- 4.10 Insurance** – Insurance covering Contractor's indemnity obligations under the Agreement shall be provided by Contractor. The minimum insurance limits set forth in the Agreement shall not limit Contractor's indemnity obligations except to the extent expressly mandated by applicable law.
- 4.11 Notice of Claims** – Contractor shall promptly give Company notice of any claim made or proceeding commenced against Contractor for which the Contractor claims to be entitled to indemnification under the Agreement.
- 4.12 Limitation of Liability** – Save and except for the Parties’ indemnity obligations hereunder, each Party’s liability is limited to ONE MILLION U.S. DOLLARS (\$1,000,000) per claim or occurrence, whether in contract, tort, warranty, or any other legal theory.

ARTICLE 5.0: INSURANCE COVERAGE

- 5.1 Insurance Coverage** – Unless otherwise specified within a Job Order, Contractor shall, where required by the Work, procure the necessary insurance policies in the following amounts, as a minimum:

Workers’ Compensation/		
Employers Liability:	USD	As per statutory requirements
General Liability:	USD	10,000,000.00
Automotive Liability:	USD	As per statutory requirements
Aircraft Liability:	USD	10,000,000.00, If applicable
Watercraft Liability:	USD	10,000,000.00, If applicable

ARTICLE 6.0: TERMINATION

- 6.1 Termination of Agreement** – Either Party shall have the right to terminate the Agreement with sixty (60) days’ written notice of termination to the other Party. Notwithstanding any notice of

termination, with respect to any existing Job Order, the Agreement shall remain in full force and effect until the Job Order is completed or terminated.

- 6.2 Termination of Job Order** – Company shall have the right at any time to immediately terminate any Job Order, with or without cause, in whole or in part, by giving notice to Contractor. If Company exercises its right to terminate a Job Order completely, Contractor shall stop all Work under such Job Order and turn the Work over to Company in accordance with Company's instructions. If Company exercises its right to terminate part of a Job Order, Contractor shall stop the Work that has been terminated and turn the Work over to Company in accordance with Company's instructions, and Contractor shall continue with the rest of the Work in accordance with the Job Order.
- 6.3 Payment Upon Termination** – Upon termination, Company's liabilities will be limited to payment of all reasonable and legitimate outstanding reimbursable expenses accrued prior to termination, the balance of Contractor's fee up to date of termination, and all other reasonable and verifiable costs for materials and subcontracted services properly ordered by Contractor prior to termination and for which Contractor is legally obligated to pay in connection with the Work. Upon termination, at Company's request, Contractor shall deliver to Company all Work product, specifications, drawings and other design documents connected with the Work to Company's Representative(s). In addition, Company's Representative(s) shall be entitled to enter Contractor's facilities and, notwithstanding any lien, take possession of and remove there from all Work product, specifications, drawings and other design documents connected with the Work. Except as otherwise provided elsewhere herein, Contractor shall not be entitled to payment for Work not performed at the time of termination of the Agreement or any Job Order.

ARTICLE 7.0: DEFAULT

- 7.1 Default and Bankruptcy** – If Contractor should default in the performance of any of Contractor's obligations under the Agreement, or if Contractor should become bankrupt or insolvent, Company may, without prejudice to any other rights or remedies it may have under the Agreement or otherwise at law, immediately terminate the Agreement, or any Job Order, and take over and perform all or any part of the Work then remaining unperformed using either its own employees or another contractor; provided, however, that if the cost and expense incurred by Company in completing the Work should exceed the amount which would have been due to Contractor if Contractor had completed the Work, Contractor shall be liable for and shall pay the excess to Company.

ARTICLE 8.0: CHOICE OF LAW & THIRD-PARTY RIGHTS

- 8.1 CHOICE OF LAW** – THE VALIDITY, CONSTRUCTION, INTERPRETATION, AND EFFECT OF THE CONTRACT SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES, EXCLUDING ANY CHOICE OF LAW RULES WHICH WOULD REFER THE MATTER TO THE LAWS OF ANOTHER JURISDICTION.
- 8.2 Third-Party Rights** – No person who is not a Party to this Agreement shall have any rights to enforce any term of this Agreement, including without limitation any rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act"). To the extent a Person who is not a Party has any such rights, they may only be exercised in accordance with the provisions of Article A13. The Parties may by mutual agreement rescind or vary the terms of this Agreement without the consent of, or notice to, any person who is not a Party, including without limitation those persons having rights under the Act.

AGREEMENT SIGNATURES:

THE PARTIES' SIGNATURES SIGNIFY THAT THE PARTIES HAVE READ AND UNDERSTOOD THE AGREEMENT, INCLUDING ITS INDEMNITIES AND RELEASE PROVISIONS.

For purposes of executing this Agreement, facsimile and electronic image transmissions of signatures shall be considered as original documents.

EXECUTED by authorized representatives of the Parties on the day and year first written below.

Company:

ABC Company LLC

By: _____

Name: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____