

تكنولوجيا النفط للتجهيزات و خدمات حقول النفط المحدودة

Oil Technology for Equipment and Oilfield Services LLC

Alhuis Street, North Rumaila, Basra, Iraq

Standard Terms and Conditions for the Purchase of Goods and/or Services

These Standard Terms and Conditions for the Purchase of Goods and/or Services ("Standard Terms and Conditions") are intended to govern all purchases made by OILTECH for any Goods and/or Services.

STANDARD TERMS AND CONDITIONS

FOR THE PURCHASE OF GOODS AND/OR SERVICES

1. Definitions

In these Standard Terms and Conditions for the Purchase of Goods and/or Services ("Standard Terms and Conditions") the following words have the following meanings: **'Affiliate'** means a company which is a subsidiary or holding company of any company or a subsidiary of any such holding company where "subsidiary" and "holding company" shall have the respective meanings assigned to them under Section 1159 of the UK Companies Act 2006.

'Claims' means all claims, demands, suits, proceedings (including arbitral proceedings), causes of action, judgments.

'Consequential Loss' means: (i) consequential or indirect loss under the laws of England and Wales; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) above and whether or not foreseeable at the time of entering into the Contract.

'Contract' means the contract formed by the acceptance of the Purchase Order which Contract incorporates the Purchase Order and these Standard Terms and Conditions, as amended by any Special Terms and Conditions stated or referred to in the Purchase Order. If there is a conflict or ambiguity between these Standard

Terms and Conditions and the Special Terms and Conditions, the latter shall prevail.

'Contract Price' means the total sum payable to the Supplier in accordance with the Contract. **'Delivery Date'** means the delivery date(s) or delivery schedule(s) for the Goods and/or Services specified in the Purchase Order or as otherwise agreed in writing between OILTECH and the Supplier. **'Goods'** means the materials, equipment and/or Deliverables provided by the Supplier pursuant to the Contract. **'Deliverables'** means all documents, products and materials developed by Supplier or its agents, contractors, and employees as part of or in relation to the performance of the Contract in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts).

'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'OILTECH' means Oil Technology for Equipment and Oilfield Services LLC, a limited liability company incorporated under the laws of Republic of Iraq.

'Privacy and Personal Data Protection Laws' means any legislation of any country relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

'Purchase Order' means the purchase order form to which these Standard Terms and Conditions are either attached to or referenced.

'Services' shall mean the services to be provided by the Supplier pursuant to the Purchase Order.

'Special Terms and Conditions' shall mean the special terms and conditions, if any, stated in or referred to on the Purchase Order.

'Supplier' shall mean the person or persons, firm or company named on the front of the Purchase Order and engaged by OILTECH for the supply of the Goods and/or Services ordered under the Contract and shall include the Supplier's legal personal representatives, successors, and assigns. **'Supplier Group'** shall mean the Supplier and its Affiliates and its directors, officers, and employees (including agency personnel) of Supplier and its Affiliates. **'Third Party'** shall mean any party other than a member of the OILTECH Group or the Supplier Group.

2. Acceptance and Modification

The Contract shall become binding between OILTECH and the Supplier upon either (i) the Supplier's commencement of performance of the Purchase Order, or (ii) acceptance of the Purchase Order, whichever occurs first, and shall constitute the entire agreement between the Supplier and OILTECH. The Contract shall have precedence over any terms and conditions appearing on any quotation, acceptance form, terms on website or any other document issued by the Supplier, and any such Supplier's terms and conditions shall have no effect whatsoever except insofar as they confirm the Contract. No variation or amendment to the Contract shall be binding unless explicitly agreed in writing by the authorised representatives of OILTECH and Supplier.

3. Delivery of Goods

- the Goods shall be delivered to the address indicated on the Purchase Order;
- the Goods shall be delivered on or by the Delivery Date
- all costs of transportation, delivery and insurance of the Goods shall be charged in accordance with INCOTERMS 2020 as stipulated in the respective Purchase Order;
- the Goods shall be labelled with OILTECH's Purchase Order number, item number, manufacturer's part number, and a brief description;
- the Goods shall be delivered under cover of a packing list showing the Purchase Order
- number and details of the Goods supplied;
- all corrodible parts are to be protected before packing;
- where the Goods are ordered to a particular specification or code, appropriate documentation shall be supplied to evidence adherence to such specification or code;
- any damage to the Goods in transit must be notified to OILTECH immediately in writing;
- if the Goods are found to be damaged after receipt and inspection by OILTECH, the Supplier shall immediately provide a replacement at no extra cost to OILTECH.

4. Time of Delivery

Supplier acknowledges that the Delivery Date(s) is/are critical to OILTECH and that time is of the essence for the avoidance of substantial loss to OILTECH. Supplier's failure to meet any Delivery Date for any reason other than force majeure (as defined in clause 18) without OILTECH's prior written consent, constitutes a material breach of the Contract. If at any time the Supplier has reason to believe that deliveries will not be made within the Delivery Date(s), written notice setting forth the cause of delay and the best probable delivery date must be given promptly to OILTECH. Without limiting its other rights or remedies under the Contract or the applicable law, OILTECH shall have at its discretion one or more of the following rights: (a) to terminate the Contract with immediate effect by giving written notice to Supplier; (b) to refuse to accept any subsequent Goods or Services which Supplier attempts to make; (c) to recover from Supplier any costs incurred by OILTECH in obtaining substitute goods or services from a Third Party or an OILTECH Group company; (d) where OILTECH has paid in advance, to obtain a refund; or (e) to claim damages for any additional costs, loss or expenses incurred by OILTECH which are in any way attributable to Supplier's failure to meet the Delivery Date(s).

5. Indemnities

a) Supplier shall keep OILTECH and the OILTECH Group indemnified against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by OILTECH as a result of or in connection with:

(i) any claim brought against OILTECH or the OILTECH Group for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Goods or Services, to the extent that the claim is

attributable to the acts or omissions of Supplier, its employees, agents, or subcontractors; and

(ii) any claim made against OILTECH or the OILTECH Group by a third party arising out of, or in connection with, the supply of Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Supplier, its employees, agents, or subcontractors.

This clause 5 shall survive termination of the Contract.

Clause 5 a) shall not apply to Claims arising from the sole negligence or willful misconduct of a member of OILTECH Group.

The indemnities given pursuant to the Contract shall be full and primary irrespective of whether the parties carry insurance in respect of the indemnities given herein.

6. Limitation of Liability

To the fullest extent permitted by law, OILTECH Group shall not be liable to Supplier's Group for Claims arising out of, resulting from or in any way related to the Contract.

Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages (including without limitation, any predetermined termination fees), Supplier shall release, defend, indemnify, and hold harmless the OILTECH Group from the Supplier Group's own Consequential Loss.

7. Insurance

The Supplier shall ensure that the following insurances are maintained by the Supplier Group with reputable insurers throughout the duration of the Contract, if applicable:

- Employer's Liability or Workmen's Compensation Insurance as appropriate in full compliance with all applicable laws; and
- Third Party Liability Insurance with a limit of not less than five million United States Dollars (USD 5 million) equivalent combined single limit any one occurrence covering all obligations of the Supplier under the Contract; and
- Automobile Insurance with a limit of not less than one million United States Dollars (USD 1 million) combined single limit any one occurrence covering all vehicles used by the Supplier in performance of the Contract and in full compliance with all applicable laws.

To the extent of the indemnity and release obligations assumed herein, the Supplier's own insurance policies shall waive all rights of subrogation against OILTECH and (except in the case of policies required in Clause 6 a) above) shall name OILTECH as an additional insured. The Supplier shall ensure that its own policies of insurance referred to above contain a clause requiring the insurer to notify OILTECH within ten (10) days of any material change in or cancellation of the insurance policy.

8. Invoicing and Payment

The Supplier rates and prices are set forth in the Purchase Order and are fixed and firm throughout the duration of the Contract and are sufficient to cover all its obligations whether expressed or implied under the Contract. In consideration of Goods and/or Services being satisfactorily provided in accordance with the terms and conditions of the Contract, OILTECH shall pay the Contract Price to the Supplier in accordance with the terms of the Contract. After correct delivery or performance the Supplier shall invoice the amounts specified in the Purchase Order and OILTECH shall make the payment within ninety (90) days from receipt of a correct submitted invoice, OILTECH reserves the right to withhold payment for any of the Goods and/or Services supplied which are not in accordance with the requirements of the Contract. If, the parties agree to revised payment terms of a Purchase Order which require any form of advance payment, no advance payment will be made by OILTECH to Supplier, unless and until an advanced payment bond is obtained by the Supplier and provided to OILTECH, in accordance with OILTECH's standard terms format for advance payment bonds.

Supplier shall send by email scan copies of invoices & other relevant document, at the end of each month & also send by courier the original invoice to the address of OILTECH to get paid. No payment will be made without an original invoice. Payment may also be subject to OILTECH receiving the corresponding payment from the end customer. OILTECH shall have the right at its own expense to audit all of the Supplier's records pertaining to any cost, chargeable under the Contract. The Supplier shall keep and shall make such records available for twenty-four (24) months after completion of the Contract.

If Supplier fails to submit its final invoice within the said six (6) month period, Supplier shall lose his rights to receive payment from OILTECH and OILTECH's obligations to make further payments to Supplier or shall be extinguished.

9. Tax

The Supplier shall bear full responsibility for any and all tax liabilities owed by the Supplier that may arise in relation to the Contract, and the Supplier shall fully indemnify and hold OILTECH (or its related parties) harmless from any tax liability owed by the Supplier arising from or related to the Contract, including but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority or any equivalent regulatory body against the Supplier and further including all attorneys' fees and costs incurred by OILTECH (or its related parties) in response to any claims or assessments by any tax authority or any equivalent regulatory body against the Supplier. If as per the applicable law OILTECH has to make any withholding tax, OILTECH will proceed with the withholding tax as per the law and will provide the Supplier with a certificate for withheld amounts.

If Value Added Tax (VAT) is applicable to the Goods/Services under the relevant tax jurisdiction, the VAT is deemed included in the quoted prices unless otherwise agreed between the Parties.

10. Safety

The Supplier shall comply with all relevant statutes, laws, regulations, by-laws and directives affecting the Goods and/or Services at its own cost and expenses and shall be subject to and comply with OILTECH's safety regulations when Supplier performs any work in connection with the Goods and/or Services, at or in an OILTECH worksite. A copy of OILTECH's safety regulations and is made available to Supplier upon the Order issuance. Supplier's failure to comply with the requirements of this Clause shall constitute a material breach of the Contract and OILTECH shall be entitled to terminate the Contract immediately with no liability towards the Supplier.

11. Acceptance or Rejection

OILTECH and/or its representatives shall – during regular business hours – be granted access to any premises (including those of the Supplier Group) and be allowed to inspect and test the Goods at any time prior to delivery. OILTECH and/or its representatives shall have full power to reject any Goods and/or Services that are not in accordance with the Contract. Any Goods and/or Services so rejected shall be immediately replaced or corrected by the Supplier to bring the Goods and/or Services into compliance with the Contract at Supplier's own expense. If the replacement or correction cannot be completed within the Delivery Date, the remedies of Clause 4 of these Terms and Conditions shall apply, in addition to any other remedies under the Contract or the applicable law.

Payment for the Goods and/or Services under the Contract shall not constitute an acceptance thereof; all Goods shall be received subject to OILTECH's acceptance or rejection. Without prejudice to Clause 4, defective Goods, or Goods not in accordance with the Contract may be returned by OILTECH to the Supplier for full credit or replacement at OILTECH's option, and at the Supplier's risk and expense, including transportation charges to and from the Supplier's facilities, without prejudice to OILTECH's further rights hereunder.

12. Warranty

All Services performed pursuant to the Contract shall be performed by suitably qualified and competent personnel and all equipment and tools provided shall always be maintained in full operating condition by the Supplier. The Supplier shall immediately replace, at no cost to OILTECH, any personnel, equipment, or tools which, in OILTECH's reasonable opinion, do not comply with the requirements of the Contract. The Supplier warrants that the Goods supplied hereunder will conform to any codes, standards and specifications set forth in the Contract and to any drawings or samples furnished or adopted by OILTECH and will be of satisfactory quality and shall be fit for their intended purpose and free from defects in design, material and workmanship. Unless otherwise specified in the Purchase

Order or the Special Terms and Conditions, during a period of; twenty-four (24) months after the Delivery Date or, in the case of specialist plant and equipment; twelve (12) months after the date of commissioning, the Supplier shall with all possible speed and without cost to OILTECH, replace or repair the Goods or any part thereof found to be defective due to faulty material, workmanship or design or due to any act or omission of the Supplier. The Supplier's warranty as before mentioned, shall apply to any such Goods which have been replaced or repaired. The Supplier shall be responsible for the prepayment of all transportation and other costs incurred by OILTECH in effecting such replacement or repair at the point of use.

13. Assignment and Sub-contracting

The Supplier shall not assign or subcontract all or any part of its rights or obligations hereunder without OILTECH's prior written consent. OILTECH's consent to subcontract shall not relieve the Supplier of any liability or obligation under the Contract. OILTECH may assign the Contract or all or any part of its rights or obligations under the Contract without Supplier's consent.

14. Changes

OILTECH may at any time make changes in writing relating to the supply of Goods and/or Services under the Contract including changes in the drawings or specifications, method of shipment, quantities, packing or Delivery Date. If such changes result in an increase or decrease in the cost or time required for, in the performance of the Contract, an equitable adjustment shall be made to the Contract Price, delivery schedule or both. Any claim for adjustment by the Supplier must be approved by OILTECH in writing before the Supplier proceeds with such change.

15. Ownership and Risk

The Supplier warrants full, clear, and unrestricted title to OILTECH in the Goods and/or Services, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. Title and risk in the Goods and/or Services shall pass to OILTECH at the time payment has been made by OILTECH of the Goods and/or Services or delivery thereof, whichever occurs first. Signature of a delivery note by a person, other than a person expressly authorized for that purpose, shall not constitute acceptance of the Goods and/or Services by OILTECH.

16. Tools, Designs, Patterns and Equipment – if applicable

Unless otherwise agreed in writing, all tools, designs, patterns and equipment or materials of every description furnished to Supplier by OILTECH in connection with the supply of the Goods or the performance of the Services, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of OILTECH. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Supplier as "Property of OILTECH". Such property whilst in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost and shall be subject to removal at OILTECH's written request in which event Supplier shall prepare such property for shipment and shall redeliver it to OILTECH in the same condition as originally received by OILTECH. The Supplier shall reimburse OILTECH for replacement or repair as appropriate.

17. Proprietary Rights – if applicable

If any of the Goods or any Deliverables supplied under the Contract are made according to designs, specifications or blueprints or by means of any tools, patterns and equipment which are provided by OILTECH, Supplier agrees that the same goods or deliverables will not be furnished to any other party and that such tools, designs, patterns, equipment, specifications, blueprints will not be used to manufacture goods furnished to any other party without OILTECH's prior written consent.

18. Patents – if applicable

Supplier shall be liable for and shall defend and indemnify OILTECH against all Claims arising from infringement of any patent, trademark, registered design, copyright, or other proprietary right by any Third Party in respect of the performance by Supplier of the Contract. This Clause shall survive termination of the Contract.

19. Force Majeure

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out its obligations under the Contract (other than the indemnification obligations and obligations to pay money when due), then on such party's giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, to the extent that they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, and such cause shall, as far as reasonably possible, be remedied with reasonable dispatch. The term "force majeure", as used herein, shall mean acts of God, terrorist acts, (whether actual, threatened or reasonably perceived), acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions and any other causes not within the control of the party claiming a suspension, which by the exercise of reasonable diligence such party shall not have been able to avoid or overcome. In the event the force majeure event prevails for a continuous period of (10) ten days, OILTECH may terminate this Contract by written notice.

20. Termination

Without affecting any other right or remedy available to it, in the event of Supplier's failure to perform any of its obligations, OILTECH may give Supplier written notice to rectify such default within the time specified in OILTECH's written notice. If the Supplier fails to comply with the requirements of OILTECH's written notice or if, in OILTECH's reasonable opinion such Supplier's default is not capable of being rectified, or in the event of Supplier's insolvency, OILTECH shall be entitled to terminate the Contract in whole or in part by giving notice in writing to that effect. If OILTECH terminates the Contract due to Supplier's default or breach, Supplier will not be entitled to any further payment upon termination. OILTECH may at its reasonable discretion suspend or terminate the Contract without cause at any time. In the event of such termination OILTECH agrees to pay the Supplier for all Services or Goods satisfactorily completed up to the time of termination. Without prejudice to OILTECH's rights under the Contract or at law, on termination of the Contract, OILTECH shall be entitled to enter Supplier's premises (during business hours) or any place where the work under the Contract is being performed and take possession of the whole or any part of the Goods and remove the same for completion by OILTECH or by a third party. If the cause of termination of the Contract is the Supplier's default or breach, any additional costs reasonably incurred by OILTECH as a direct or indirect result of such termination shall be recoverable from the Supplier.

21. Confidentiality Obligations

Any and all information obtained by Supplier, directly or indirectly through its subcontractors, in the course of and in connection with the Contract or otherwise concerning OILTECH's business, products and services, shall be held confidential by Supplier and shall remain (to the extent feasible) the property of OILTECH and shall not be divulged by the Supplier, or its subcontractors to any Third Party without the prior written consent of OILTECH. All such information or data (to the extent stored on or made available in form of tangible objects such as documents, tapes, CDs, DVDs, USB flash-disks etc.) must not be removed from OILTECH's premises without OILTECH's approval. All documents, drawings and other records containing such information, and any copies thereof, shall upon completion of the Contract, or its earlier termination, be returned to OILTECH or upon OILTECH's instruction be destroyed. The Supplier agrees not to use for publicity purposes any photographs, drawings and/or materials in connection with the performance of the Contract without obtaining the prior written consent of OILTECH. This clause shall not apply to information which has previously become publicly available other than through Supplier Group's action or failure to act. This clause shall survive expiry or termination of the Contract.

22. Business Ethics

Supplier shall uphold the highest standards of business ethics in the performance of the Contract. Supplier shall not knowingly involve itself in any business in connection with, or use information arising from the Contract, in any manner which conflicts with the interests of OILTECH. But without limitation, Supplier shall not, directly, or indirectly, receive, give, or offer to give, anything of material value from or to any employee, director, or agent of OILTECH or its other contractors, sub-contractors and vendors, government officials or any other persons, which could be regarded as an improper inducement to any party. Any breach of this obligation shall constitute a material breach of the Contract.

23. Compliance Obligations

Supplier represents and warrants that it has knowledge of the Trade laws and Anti-Corruption Laws and that neither it nor any of its officers, directors, employees, agents, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf (collectively, "Supplier Personnel"), will directly or indirectly take any action that would constitute a violation of the Trade laws and Anti-Corruption Laws, as defined below, with respect to any activities related to OILTECH's business. The terms "Trade Laws and Anti-Corruption Laws" includes:

- Applicable law;
- All applicable economic sanctions, import and export control laws and regulations maintained by any relevant jurisdiction to this Contract;
- The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (the "OECD Convention") and any other applicable anti-corruption legislation or regulations, applicable to OILTECH or the relevant jurisdiction relate to this Contract.

Trade Laws. Supplier shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any Supplier equipment, product, services, software, source code, technical data, or technology to or via any person, entity, or destination, or for any activity or end-use (including nuclear, missile, chemical, or biological weapons proliferation, military, or money laundering activities) restricted by the laws or regulations mentioned above, without first obtaining all required government authorizations related to this Contract. **Anti-Corruption.** Neither Supplier nor any of its direct or indirect owners, directors, officers, employees, or agents has or will pay, offer, promise to pay or authorize the payment, offer or promise to pay, directly or indirectly of any monies or anything else of value to any current or former official, political party or official of a political party, or any candidate for public office in connection with this Contract. Supplier acknowledges that, for purposes of this Contract, an "official" is (i) any officer or employee of a government or any department, agency, or instrumentality of a government, (ii) an officer or employee of a public international organization such as the United Nations or the World Bank, (iii) an individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization, (iv) any officer or employee of a company owned or controlled by a government, or (v) a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies.

Relationships. Except as previously disclosed by Supplier to OILTECH, none of the Supplier's owners, directors, officers, partners, agents, and close family members thereof, i.e., spouses, children, parents and siblings, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office, or a candidate for public office. Supplier covenants that it will inform OILTECH promptly in writing, if any such person assumes such a position while at the same time remaining one of Supplier's owners, directors, officers, partners, or agents.

Records and Controls. With respect to any transaction effected in connection with this Contract, Supplier has and will maintain proper and accurate books, records, and accounts which accurately and fairly reflect any and all payments made, expenses incurred, and assets disposed of, and have and will maintain an internal accounting controls system to ensure the proper author, and reporting of all transactions and to provide reasonable assurances that violations of the anti-corruption laws of the applicable jurisdictions will be prevented, detected, and deterred. Supplier agrees to maintain such books and records for five (5) years or longer as necessary to enable Supplier to conduct a reasonable review of books and records related to all transactions conducted by OILTECH with Supplier. Supplier has not and will not provide OILTECH any inaccurate documentation and records in connection with any function performed under this Contract. Supplier shall permit OILTECH's representatives to inspect and take copies of books and records, including but not limited to payment records, and make its employees, officers, and directors available for meetings with OILTECH or its representatives upon reasonable notice and to the extent determined by OILTECH, at its sole discretion, as necessary to verify Supplier's compliance with this Contract.

OILTECH's Right to Terminate. Upon written notice to Supplier, OILTECH may terminate this Contract effective immediately if OILTECH makes a good faith determination that Supplier or any person acting on Supplier's behalf with respect to this Contract has breached representations, warranties and covenants contained in this section and/or otherwise has committed a violation of the Trade Laws and/or Anti-Corruption Laws. Supplier shall forfeit all accrued but unpaid compensation and shall refund paid compensation if, in OILTECH's reasonable judgment, OILTECH believes that any applicable law, rule, regulation, or administrative requirement makes the payment of this compensation improper or prohibited.

24. Sanctions

In the event any sanctions prohibit or restrict OILTECH from entering into or performing (fully or partially) under the Contract, OILTECH shall at any time and with immediate effect have, at its sole discretion, the right to:

- require the implementation of stricter compliance policies and procedures at the level of Supplier to be compliant with such sanctions; b) terminate the Contract;
- require the suspension of some or all the contractual obligations in the Contract; and/or
- require reasonable amendments to the Contract to be compliant with such sanctions.

25. Notices

Notices shall – unless stricter rules apply under mandatory law- be validly given if received by email with read receipt activated or by recorded delivery post to the addresses for the parties stated on the Purchase Order or to an address subsequently notified in writing by one party to the other party.

26. Contracts Rights of Third Parties Act

A person who is not a party to this Contract has no right under the Contract Rights of Third Parties Act of 1999 ("the Act") to enforce any term of this Contract, but this does not affect any right or remedy of a Third Party which exists or is available apart from the Act.

27. General Legal Provisions

The failure of either party to insist upon the performance of any of the terms and conditions of the Contract or to exercise any right here under shall not be construed as a waiver of the future performance. Any provision herein which is or becomes illegal or unenforceable shall be severed from the Contract and shall not affect the validity of the remaining provisions hereof. All exclusions or limitations of liability in this Contract shall exclude or limit such liability in contract, in tort or otherwise at law.

28. Applicable Law and Arbitration

The laws of England and Wales shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any choice of law rules.

Any dispute arising in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one or more arbitrators to be appointed in accordance with the ICC Rules, which arbitration proceedings shall be in the English language. The venue and seat of arbitration shall be London, England.

29. Personal Data Protection

For the purposes of this clause « Personal Data » shall mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

During the performance of this Agreement, OILTECH may have to collect, process use and store Personal Data from Supplier. Supplier shall use their best efforts to act in accordance with laws, regulations and international standards related to the protection of Personal Data and applicable under any relevant jurisdiction where the Personal Data is collected, used and/or stored ("Personal Data Protection Principles").

Where Supplier provides Personal Data including *inter alia* those of its own staff and/or other related personnel, subcontractors, partners, directors, end users or others to OILTECH (including but not limited to the name, phone number and email address) for the purpose of execution or performance of this Agreement, including, but not limited to, accessing, processing, storing and/or transferring of Personal Data, the Supplier shall be responsible for effecting or securing at the Supplier's own cost, all necessary approvals, permits, consents, licenses and registrations required by Personal Data Protection Principles. Supplier warrants that any Personal Data communicated to OILTECH is provided in strict compliance with Personal Data Protection Principles. Supplier agrees to authorize OILTECH to use the received Personal Data for the purpose of performance of this Agreement or any related purpose. Supplier shall defend, indemnify, and hold harmless the Company from any claim including third party claims relating to the collection, use, storing of Personal Data received from Supplier. Any Personal Data collected, used and/or stored under this Agreement from OILTECH by the Supplier shall be protected by the Supplier and used/store in strict compliance with Personal Data Protection Principles. Any use of Personal Data received from OILTECH by the Supplier shall be limited to what is necessary to perform Supplier's obligations under this Agreement or to fulfill any legal requirements under Personal Data Protection Principles. The Supplier shall make sure all received Personal Data from OILTECH is used fairly, lawfully, and transparently.

30. Policies and Ethics

Supplier hereby confirms hereby that he has read and agreed to OILTECH Policies and Ethics Manual.

COMPANY STAMP:

(Must stamp document here)

AGREED BY:	(Name of signatory)
FOR ON BEHALF OF:	(Name of supplier company)
SIGNATURE:	
DATE:	PLACE: