

COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** ("**Agreement**") is made on the 07th of February 2023 (the "**Effective Date**") by and between:

██████████, a corporation incorporated and existing under the laws of ██████████ and having its principal place of business at ██████████

and

DEE DEVELOPMENT ENGINEERS LIMITED, a company duly organized and existing under the laws of India, having its principal place of business at Prithla - Tatarpur Road, Tatarpur, Distt. Palwal, Haryana 121102, India (hereinafter referred to as "**DEE**");

BACKGROUND

- (A) DEE has confidential and/or proprietary information and know-how, related to pipework fabrication as an established pipework fabricator;
- (B) ██████████ has confidential and/or proprietary information and know-how related to process design, pipework design, pipework fabrication and pipework fabrication automation, pipework erection/installation, testing, completion and handover as an established EPC Contractor; and
- (C) DEE and ██████████ desire to collaborate in to use and/or incorporate DEE's and ██████████ Background Intellectual Property (defined herein below) for mutual business benefits in a pipe fabrication automation trial/test hereinafter referred to as "**Step 1 Trial/Test**" (utilizing ██████████ supplied proprietary automation equipment (hereinafter referred to as "**Trial Cell Equipment**" procured by ██████████ ██████████ at the DEE facility located at Prithla - Tatarpur Road, Tatarpur, Distt. Palwal, Haryana 121102, India (hereinafter referred to as "**DEE Palwal Facility**") subject to the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:#

1. DEFINITIONS#

In this Agreement, the following term or expression starting with a capital letter has the following meaning, unless the context otherwise requires:

"**Affiliates**" means corporations, companies, or any entity which, directly or indirectly, Control, are Controlled by, or are under common Control of a Party hereto.

"Agreement" means this agreement including all attending Schedules, as the same may be amended, modified or supplemented from time to time in accordance with these provisions.

"Background Intellectual Property" means all rights, title and interest in any inventions and Intellectual Property owned by either Party and/or its Affiliates prior to the Effective Date of the Agreement which shall be solely vested in the original owner.

"Business Day" means a day, other than a Saturday, Sunday or public holiday on which banks are open for business in either India or [REDACTED]

"CA" has the meaning prescribed to it in clause 7.1.

"Confidential Information" includes all proprietary or confidential information owned or possessed by one Party and/or one or more of their Affiliates (the **"Disclosing Party"**) including but without limitation,

- 1.1 any information which relates to the Disclosing Party's business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports;
- 1.2 any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, raw materials, products, presentations, proposals, quotations, computer programs, software;
- 1.3 any unpatented invention, formula, procedures, method;#
- 1.4 any non-published patent, design, copyright, trademark including any pending applications;
- 1.5 any proposed business deals, contracts or agreements, and the existence of this Agreement, information relating to the Development and the fact that discussions pertaining to the Development are taking (and in the event of their termination, have taken) place and the content of such discussions; and
- 1.6 any other information which Disclosing Party considers as confidential, or is the type of information that, by its nature, is considered confidential and/or a trade secret in the industry or one that is skilled in the art, which has been or may be disclosed by the Disclosing Party or one or more of their Affiliates orally, visually electronically, or in writing to the Party receiving the Confidential Information (**"Receiving Party"**); or, may have been learned by the Receiving Party by being present at the Disclosing Party's facilities.

"Consequential Loss" means indirect or consequential loss, and direct or indirect loss of revenue, profit, anticipated profit, production, contracts, business opportunity and losses and downtime of facilities.

"Control" means possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of outstanding voting security or by contract or otherwise. Control shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than 50% of the votes entitled to be cast or to control the composition of their respective boards of directors. The terms **"Controlled"** have meanings correlative to the foregoing.

"Development" means the joint development project of the Parties under this Agreement to develop the Pipe Fabrication Automation under Step 1 by trialing/testing [REDACTED] supplied Trial Cell Equipment (comprising a Beveling Station and Fit-Up & Welding Station (Bevelling Cell approximate size 17m x 8m & Welding Cell approximate size 10m x 7m) to be installed at the DEE Palwal Facility with the intention that finalized parameters / equipment modifications/refinements are developed ready for incorporation into a full single pipe fabrication automation module (under Step 2 as described in clause 2.8) and always provided that the outcome from the trialing/testing will achieve the required cost advantage required by [REDACTED] when applied to a full single pipe fabrication automation module (the methodology of measuring such cost advantage to be agreed between the Parties). Such trialing/testing shall be further discussed and agreed from time to time by the Pipe Fabrication Automation Steering Committee.

"Foreground Intellectual Property" means any Intellectual Property that arises or is generated, created, obtained or developed pursuant to (or as a result of) this Agreement, by either Party or both Parties or by a contractor on behalf of, either Party in the course of or in connection with the Development, including but not limited to the deliverables.

"Force Majeure Events" means any event, condition or circumstance beyond the reasonable control and without the fault or negligence of the Party affected including, but not limited to, governmental restrictions, court orders, war (declared or undeclared), terrorism, embargo, blockade, legal restrictions, civil commotion, riot, insurrection, strike, flood, fire, epidemic, or act of God, or any other similar cause, which, despite all reasonable efforts of the affected Party to prevent its occurrence or mitigate its effects. #

"Framework Agreement" has the meaning prescribed to it in clause 2.8

"Intellectual Property" means any registered and unregistered intellectual property rights such as, but not limited to, patents, designs, trademarks, as well as copyrights, know-how, trade secrets and confidential information.

"Parties" means DEE and [REDACTED] and **"Party"** shall mean either of them.

"Pipe Fabrication Automation" means the data, information, progress, output, outcome, technology, inventions, discoveries, designs, materials, specifications, formulae, prototypes, improvements, know-how, inventions, computer software, program, reports, analyses, databases, plans, documentation arising in connection with Step 1 Trial Test.

"Pipe Fabrication Automation Steering Committee" has the meaning prescribed to it in clause 4.1.

"Project Manager" has the meaning prescribed to it in clause 4.2.

"Representatives" has the meaning prescribed to it in clause 7.1.

"Scope of Activities" mean the scope of activities to be carried out by DEE and/or [REDACTED] for the Development based on Background Intellectual Property of the Parties, details of which are set out in Schedule 1.

"Subcontractor" means any person or persons or firm or company to whom any part of the Development is subcontracted under the responsibility of either Party. For the purposes of this Agreement DEE agrees that [REDACTED] shall be deemed to be a Subcontractor of [REDACTED].

"Third Party" means any person (individual or corporate) other than either of any of [REDACTED] its Affiliates and Subcontractors (other than DEE) or DEE, its Affiliates and Subcontractors.

"Working Team" has the meaning prescribed to it in clause 4.3.

2. COLLABORATION AND JOINT DEVELOPMENT

- 2.1 The Parties shall each agree to collaborate, co-operate and work with one another within the scope of the terms and conditions of this Agreement to execute and perform the Scope of Activities, both separately and jointly in accordance with the designated roles and responsibility of each Party as set out in Schedule 1. The Parties may engage Affiliates to conduct any part of its roles and responsibilities under the Scope of Activities at its sole discretion and shall be liable for any breach of obligations hereunder by such Affiliates.
- 2.2 The Parties shall fully cooperate with each other with a view to complete its part of each Scope of Activities by the Target Timeline as set out in Schedule 2.
- 2.3 DEE agrees and undertakes, on its own or on behalf of its Affiliates and Subcontractor(s) and their respective personnel, to act at all times in a manner which is consistent with the highest ethical standards as set out in Compliance Provisions Schedule 6.

- 2.4 DEE agrees and undertakes, on its own or on behalf of its Affiliates and Subcontractor(s) and their respective personnel to perform the Scope of Activities in accordance with the [REDACTED] Health, Safety, Security and Environment (HSSE) Policy as set out in Schedule 7 and [REDACTED] Quality Policy as set out in Schedule 8. In addition, DEE agrees and undertakes, on its own or on behalf of its Affiliates and Subcontractor(s) and their respective personnel to implement changes to its corporate HSSE systems and implementation of same to [REDACTED] satisfaction and ensure that it is in all respects ready to perform the Step 2 work in accordance with International HSSE Standards.
- 2.5 During the Development, in the event that either Party wishes to discuss, engage or be involved in any collaboration related to the Pipe Fabrication Automation with any Third Party, such Party shall inform in the Pipe Fabrication Automation Steering Committee in advance prior to the collaboration with Third Party of such Third Party's name and the scope of such collaboration. Either Party shall seek consent of the other Party prior to engaging any Third Parties in view of anti-corruption compliance, together with relevant Scope of Activities in advance prior to such engagement.
- 2.6 Notwithstanding clause 2.5, DEE may engage Third Parties or Subcontractors in the White List in Schedule 5 who obey confidential obligations under this Agreement to conduct certain part of its roles and responsibilities under the Scope of Activities. In the event that DEE wishes to engage any other Subcontractor(s) not listed in Schedule 5, its shall seek the consent of [REDACTED] prior such engagement.
- 2.7 The Parties and [REDACTED] shall cause the Pipe Fabrication Automation Steering Committee to set the first meeting within one (1) month from the Effective Date to discuss and agree on the target, expected deliverables and the criteria for benchmarking the results of the Development.
- 2.8 Upon completion of the Development (such completion being achieved at such time as determined by [REDACTED] in its sole opinion), if [REDACTED] in its sole opinion evaluates and decides that the result of the Development hereunder is satisfactory to proceed to the next step, namely the implementation of full single pipe fabrication automation module for the performance of automated pipework fabrication for [REDACTED] worldwide projects at agreed advantageous rates to [REDACTED] ("Step 2"), the Parties will negotiate in good faith in accordance with the Heads of Agreement as set out in Schedule 9 and if both Parties agree such negotiation, after internal decision and approval, the Parties will enter into a definitive agreement ("**Framework Agreement**") for the performance of pipework fabrication as further described in Schedule 9.

3. DEVELOPMENT COSTS

- 3.1 Each Party shall bear its own fees, expenses, and/or costs of any kind in respect of its roles and responsibilities in the Scope of Activities under Development contemplated hereunder unless expressly noted herein to the contrary or otherwise agreed to in writing by both Parties from time to time.

3.2 In the event that the Parties are willing to engage a Third Party to work on certain task which are joint responsibility of both Parties, the share of such expenses will be discussed and concluded by the Pipe Fabrication Automation Steering Committee before the engagement.

4. PROJECT MANAGEMENT

4.1 The Parties agree to establish the Pipe Fabrication Automation Steering Committee comprising representatives from each Party and [REDACTED] ("**Pipe Fabrication Automation Steering Committee**"). The Pipe Fabrication Automation Steering Committee is accountable for setting/endorsing collaboration requirements including but not limited to, reviewing progress, resourcing, setting/discussing and agreeing on targets and expected deliverables, go/no-go decisions. The Pipe Fabrication Automation Steering Committee shall meet (including in person meetings and/or teleconference) on a monthly basis or as agreed otherwise by both Parties and [REDACTED]

4.2 The Parties and [REDACTED] shall each appoint a Project Manager to assume overall responsibilities for their respective roles and obligations under this Agreement ("**Project Manager**"). Either Party may replace its appointed Project Manager at any time on prior written notice to the other Party. The Parties' respective Project Managers will be responsible for (among other things):

- (a) co-ordinating all development work in respect of each scope of activities, including overseeing the performance and quality thereof;
- (b) day-to-day liaison between the Parties and [REDACTED];
- (c) updating the progress of the Development to the Pipe Fabrication Automation Steering Committee on an as required basis.
- (d) such other matters as may be agreed between the Parties and [REDACTED] from time to time.

4.3 Both Parties agree that the assigned personnel as listed in Schedule 3 shall be responsible for performing each Scope of Activities ("**Working Team**").

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Background Intellectual Property

5.1.1 DEE and its Affiliates shall remain the sole and exclusive owner of all right, title and interest in and to all of its own Background Intellectual Property as detailed in Schedule 4.

5.1.2 [REDACTED] and its Affiliates shall remain the sole and exclusive owner of all right, title and interest in and to all of its own Background Intellectual Property as detailed in Schedule 4.

5.1.3 Each Party will grant the royalty-free right to the other Party to use its Background Intellectual Property only for fulfilling the Scope of Activities under the Development.

5.2 Foreground Intellectual Property

5.2.1 [REDACTED] shall own the Foreground Intellectual Property derived under the Development; except for any inventions and/or intellectual property rights which:

a) DEE can prove with clear and convincing evidence, and the Pipe Fabrication Automation Steering Committee unanimously approves that such inventions and/or intellectual property rights:

- (i) relate to Background Intellectual Property of DEE or its Affiliates; and
- (ii) solely conceive and reduce to practice by DEE or its Affiliates under the Development without access to or use of any of [REDACTED] or its Affiliates' Confidential Information; and
- (iii) if commercially produced or practiced, do not infringe and/or be covered by one or more valid claims being prosecuted or in-force in any patents which are Background Intellectual Property of [REDACTED]

shall belong to DEE.

5.2.2 To the extent that DEE subcontracts performance of any part of the Scope of Activities, DEE shall ensure that any Foreground Intellectual Property arising from the work of its Subcontractor shall be assigned to [REDACTED] absolutely.

5.2.3 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any Party's Background Intellectual Property or [REDACTED] Foreground Intellectual Property.

6. EXPLOITATION

6.1 It is the mutual intention of the Parties that if the Parties decide to enter into a Framework Agreement in respect of the Pipe Fabrication Automation pursuant to clause 2.8, [REDACTED] will grant the royalty-free right to DEE for the exploitation of the Foreground Intellectual Property for fulfilling the scope of DEE under the Framework Agreement.

7. CONFIDENTIALITY

7.1 Each Party shall:

- (a) disclose its Confidential Information to the Receiving Party only to the extent the Disclosing Party, in its sole discretion, believes is reasonably necessary for performing the Development. The Parties acknowledged and agreed that the Confidential Information hereunder shall be deemed to include Confidential Information disclosed and exchanged between the Parties under Confidentiality Agreement dated 01 April 2021 and signed by the Parties ("CA") and the confidential obligations of the Parties hereunder shall be deemed to commence from the effective date of such CA until expiration of the confidentiality obligation under this Agreement. The terms and conditions of CA not specifically provided herein shall also apply to this Agreement;
- (b) maintain in confidence any information or materials provided to it directly or indirectly by the other Party under, or in anticipation of this Agreement, taking such reasonable security measures as it takes to protect its own confidential information and trade secrets;
- (c) use the same only for the purposes of carrying out the Development;
- (d) not disclose the same to any person, other than to employees, officers, directors or consultants or contractors of each Party and its Affiliates who (in each case) have accepted obligations of confidentiality and non-use equivalent to the confidentiality provisions of this Agreement and who need to have access to such information or materials in connection with the performance of this Agreement ("Representatives"). The Receiving Party shall be responsible for any breach of this provision caused by any non-compliance or breach of its Representatives to the same extent the receiving Party would have been responsible for its own breach of the same obligation.

7.2 Confidential Information shall not include any information that:

- 7.2.1 at the date of disclosure is part of the public domain or which subsequently comes into the public domain other than by acts or omissions of the Receiving Party; or
- 7.2.2 has already been disclosed to, or is at anytime after the date hereof lawfully acquired on a non-confidential basis from any Third Party which is rightfully in possession of such information as evidenced by its written records and not bound by any obligation of confidentiality with respect thereto.

The foregoing exceptions shall not, however, apply to;

- (i) specific Confidential Information merely because it is embraced by or

included with other information which falls within any one or more of such exceptions; or

- (ii) any combination of information merely because specific Confidential Information (but not the combination itself) falls within any one or more of such exceptions.

7.3 The Confidential Information shall always remain the property of the Disclosing Party.

7.4 If the Receiving Party is ordered by governmental agency or legal proceeding to disclose any Confidential Information, the Receiving Party shall immediately notify the Disclosing Party of such order so that the Disclosing Party may seek appropriate protective order, waive compliance with the provisions of this Agreement or other appropriate actions. In the event that Disclosing Party fails to execute above action, the Receiving Party may disclose only that portion of such information as is legally required without liability hereunder; provided that such Disclosing Party is compelled to exercise its best efforts to obtain assurance that confidential treatment will be accorded such information and any information disclosed shall remain Confidential Information hereunder and shall not be regarded as being in or falling into the public domain by way of such legally compelled order.

7.5 Neither Party shall advertise, publish or in any way publicly indicate the fact that it is collaborating with the other Party to perform the Development hereunder, unless it has received prior written consent from the other Party. DEE shall be permitted to share the details of this collaboration agreement to the extent required under regulatory requirements and/or as required by its financial institution arrangement providers or similar.

7.6 The confidentiality obligations in this clause 7 survive any termination or expiry of this Agreement for a period of ten (10) years thereafter.

8. WARRANTIES

8.1 Each Party warrants that it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the rights of any Third Party or cause it to be in breach of any obligations to a Third Party.

8.2 Each Party warrants that it will perform the Scope of Activities under the Development in a professional manner with reasonable skill and care, using suitably qualified personnel, and will use all reasonable endeavours to achieve the objectives of each Scope of Activities.

8.3 Each Party warrants that it has the right to use and grant to the other Party the right to use its Background Intellectual Property for fulfilling the Scope of Activities under

the Development and to the best of its knowledge as of the Effective Date, the Background Intellectual Property does not infringe the rights of any Third Party.

- 8.4 Each Party shall not (or shall not cause any Third Party to) challenge, oppose or revoke the other Party's patent applications and patents which are the Background Intellectual Property of the other Party.
- 8.5 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded. Nothing in this Agreement shall limit or exclude any liability for fraud or where it otherwise cannot be limited by law.
- 8.6 Personal Injury/Disease/Death and Property Loss or Damage
- (a) To the fullest extent permitted by law, [REDACTED] waives all rights of recourse against DEE and must indemnify and hold harmless DEE from and against all and any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgments, fines, penalties and the like, for either (i) loss of or damage to property (except for the Trial Cell Equipment) of [REDACTED] and its Affiliates, or (ii) injuries to or disease or death of [REDACTED] personnel or those of its Affiliates, regardless of the cause of or reason for the damage, loss, injuries, disease or death and even if caused by negligence of DEE, its Affiliates and Subcontractors.
 - (b) To the fullest extent permitted by law, DEE waives all rights of recourse against [REDACTED] and must indemnify and hold harmless [REDACTED] from and against all and any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgments, fines, penalties and the like, for either (i) loss of or damage to property of DEE and its Affiliates, or (ii) injuries to or disease or death of DEE personnel or those of its Affiliates, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence of [REDACTED], its Affiliates and Subcontractors, arising out of or in relation to the performance of the Agreement.
 - (c) Notwithstanding Clause 8.6(a), while [REDACTED] will procure and maintain a property damage insurance for [REDACTED] supplied Trial Cell Equipment, in the joint names of [REDACTED] DEE and [REDACTED] DEE shall take a full responsibility at its own cost to make good to any loss or damage of the Trial Cell Equipment arising out of any acts or omissions of DEE, its Affiliates and Subcontractors.
 - (d) DEE shall maintain, preserve, and take care and custody of the Trial Cell Equipment installed at the DEE Palwal Facility in a professional manner in order to avoid any loss or damage of the Trial Cell Equipment, provided that [REDACTED] will enforce any Trial Cell Equipment warranty given by [REDACTED] to [REDACTED] for the benefit of both [REDACTED] and DEE. THE WARRANTY EXPRESSED HEREIN

IS [REDACTED] EXCLUSIVE WARRANTY WITH REGARD TO THE TRIAL CELL EQUIPMENT.

- (e) It is further confirmed by all Parties that the Trial Cell Equipment shall remain the property of [REDACTED]

8.7 Liabilities towards Third Parties

- (a) DEE must indemnify and hold harmless [REDACTED] from and against all and any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgments, fines, penalties and the like, in respect of damage to, or of Third Party property, including Consequential Loss, and injury to or disease or death of any Third Party, caused by DEE, its Affiliates and Subcontractors or their property under their care, custody or control, and arising out of or in relation to the performance of the Agreement.
- (b) [REDACTED] agrees to indemnify and hold harmless DEE from and against all and any costs, expenses, claims, demands, liabilities, cause of action, proceedings, judgements, fines penalties and the like, in respect of damage to or loss of Third Party property, including Consequential Loss, and injury to or disease or death of any Third Party, caused by [REDACTED] its Affiliates and Subcontractors (Other than DEE) and arising out of or in relation to the performance of the Agreement.

- 8.8 Neither Party shall have any liability to the other Party under this Agreement for any special, incidental, indirect, or consequential damage of any nature such as, but not limited to, loss of production, loss of profit, or interest in investment, loss of use of revenue and increased expense of operation.

9. TERM AND TERMINATION

- 9.1 This agreement shall come into effect on the Effective Date and, unless sooner terminated as set forth below, shall expire in the date that is three (3) years from the Effective Date or the completion of the Development as determined by [REDACTED] whichever is earlier.
- 9.2 This Agreement may be terminated on one of the following circumstances:
- (a) Either Party shall have the right to terminate this Agreement at the end of each anniversary of the Effective Date if the Pipe Fabrication Automation Steering Committee has reviewed the progress of the Development and either party can explain clearly with convincing evidence that the target set by the Parties has not achieved.
- (b) Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach by the non-breaching Party.

(c) Either Party shall be entitled to terminate this Agreement immediately if the other Party becomes insolvent, or if the order is made or a resolution is passed for its winding up of either Party, or if the administrator, administrative receiver or receiver is appointed over the whole or any part of either Party's assets, or if either Party makes any arrangement with its creditors.

(d) Either Party shall be entitled to terminate this Agreement at any time by mutual agreement expressed in a writing executed by the Parties.

9.3 The rights and obligations mentioned under clauses 5,6,7,8 and 11 shall survive the expiry or termination of this Agreement.

10. FORCE MAJEURE

10.1 Neither Party shall be in breach of this Agreement or otherwise liable to the other Party for any failure or delay in performing its obligations under this Agreement, if such Party is prevented from doing so by Force Majeure Event by informing the other Party of the occurrence of such Force Majeure Event in writing as soon as possible. The Party affected by the Force Majeure Event shall be entitled to a reasonable extension of time for performing its obligations.

10.2 If the Force Majeure Event continues for a period in excess of 6 month after the date on which the Force Majeure Event begins, the Party not affected by such Force Majeure Event is then entitled to give a notice in writing to the Party affected by such Force Majeure Event to terminate this Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of [REDACTED]. Unless otherwise provided herein, all laws referred to or applicable for any clauses in this Agreement shall be the laws of [REDACTED].

11.2 The parties shall endeavor by amicable consultation and negotiation to resolve in good faith any dispute arising out of or in connection with the existence, validity, performance, interpretation or termination of this Agreement, and any and all consequences thereof. Each such dispute shall be duly notified by the claiming party to the other party, together with due reference to this Clause.

If within a reasonable period of time the parties are unable to resolve amicably any dispute referred to above, any and all such disputes shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the [REDACTED] Commercial Arbitration Association. With the exception of applications for enforcement of an arbitral award, all rights of appeal and of application to any court of law whatsoever are hereby excluded in relation to any arbitration hereunder and any award made therein.

The arbitration shall take place at Tokyo, [REDACTED] and shall be conducted in the English Language. The number of arbitrators shall be three (3). The decision of the arbitrators shall be rendered in writing and delivered to, and shall be final and binding upon, each of the parties.

The fact that arbitration proceedings have been initiated shall not suspend or modify in any way the obligations of the parties pending the making of the arbitration award.

12. MISCELLANEOUS

12.1 No Partnership, Joint Ventures or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party. Neither Party shall be eligible to participate in any benefits extended by the other Party to its employees, and neither Party or its employees will have the authority to bind or commit the other Party to any obligation or agreement, or speak for, represent or obligate the other Party in any way.

12.2 Entire Agreement

The Agreement and all amendments hereto made in accordance with their terms shall constitute all of the covenants, agreements and understandings of whatsoever nature or kind existing between the relevant Parties thereto and supersedes any prior written or oral covenants, agreements and understandings between them relating to it.

12.3 Amendment

This Agreement shall only be amended, varied, supplemented or otherwise modified by agreement in writing and executed by the Parties.

12.4 Invalidity

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

12.6 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this

agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Notices

Notices required to send to the Parties under this Agreement may be delivered by hand or electronic mail or sent by fax or prepaid registered post, and shall be sent to the addresses at the addresses set forth in the front page of this Agreement, or at such other address as a Party has notified the other Party from time to time. Without prejudice to the foregoing, any notice shall conclusively be deemed to have been received on the next Business Day in the place to which it is sent, if sent by fax or electronic mail, or two (2) Business Days in the place to which it is received from the time of posting, if sent by prepaid registered post mail, or at the time of delivery, if delivered by hand.

12.8 Survival on Termination or Expiration

Expiration or earlier termination of this Agreement shall not affect the rights or liabilities of any Party accrued prior to and including the date of termination or expiry, and/or any terms intended expressly or by implication to survive termination or expiry.

12.9 Assignment.

Neither Party has the right to assign its rights and obligations under this Agreement to any third parties without prior written consent of the other Party.

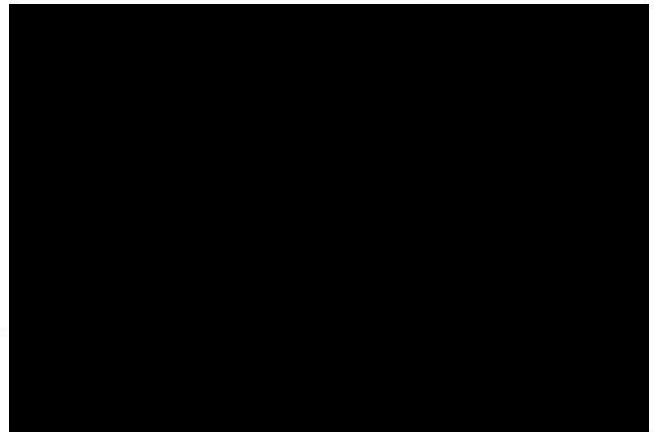
IN WITNESS WHEREOF, the Parties have signed this Agreement.

**DEE DEVELOPMENT ENGINEERS
LIMITED**

By: 

Name: K.L Bansal

Title: Chairman & Managing Director



SCHEDULE 1

SCOPE OF ACTIVITIES

Legend:

- X : Principal Responsibility at that party's cost
- X¹ : Principal Responsibility (at other party's cost denoted as "C")
- C : Cost Responsibility in relation to "X¹" Principal Responsibility party
- Ap: Approval of party necessary before proceeding
- S : Support/input activity at that party's cost

Scope	#	Activity	Roles and Responsibilities		
			IN-HOUSE		DEE
1.0 Overall	1.1	Pipe Fabrication Automation Steering Committee	X	X	X
	1.2	Working Team (as described in Schedule 3)	X/C	X ¹	X
2.0 Trial Cell Equipment supply and delivery	2.1	DEE visits to [REDACTED] in support of localization of final design/training attendance/FAT (DEE costs including but not limited to personnel and all travel/hotels/accommodation costs)			X
	2.2	Supply of Equipment ex-works [REDACTED] under Purchase Order	C	X ¹	
	2.3	Delivery to Port of Entry in India (Port of Entry to be agreed between [REDACTED]/DEE) / Inward Clearances (to be discussed [REDACTED] may be delivered DAP DEE Palwal Facility by [REDACTED])	X		S
	2.4	Importation duty to India/Duty Free Importation Licence [REDACTED] DEE to discuss/agree most cost effective importation. For custom clearance DEE to support [REDACTED] if equipment delivered by [REDACTED]	C	C	X ¹
	2.5	Inland Transportation from Port of Entry in India (Port of Entry to be agreed between [REDACTED]/DEE) to DEE Palwal Facility (to be discussed [REDACTED] may be delivered DAP DEE Palwal Facility by [REDACTED])			X
	2.6	Tools, Jigs, Capital Spare Parts, Manuals, Installation/ Testing/ Commissioning Specifications etc	C	X ¹	
3.0 Modifications of DEE Palwal Facility & receipt/ installation/ testing/ commissioning & start-up of Trial Cell Equipment	3.1	Design modifications of DEE Palwal Facility for incorporation of Trial Cell Equipment and to accommodate trial/test requirements. All in compliance with [REDACTED] specifications/requirements and [REDACTED] requirements.	S/Ap	S	X
	3.2	Take delivery, unload, unpack, install, test (including Production Acceptance Test (PAT)), commission and start-up Trial Cell Equipment at DEE Palwal Facility including all necessary modifications to such facility for incorporation of Trial Cell Equipment and to accommodate trial/test requirements. All in compliance with [REDACTED] specifications/requirements, [REDACTED] requirements and local regulatory requirements.			X
	3.3	[REDACTED] representatives (including overseas travel & in-country hotels/accommodation) supporting installation, testing, commissioning (including PAT (Production Acceptance Test) of Trial Cell Equipment. (Note 1: Labour Costs in Purchase Order Price. Overseas travel & in-country hotels/accommodation to be reimbursed by [REDACTED])	C	X ¹ (See Note 1)	

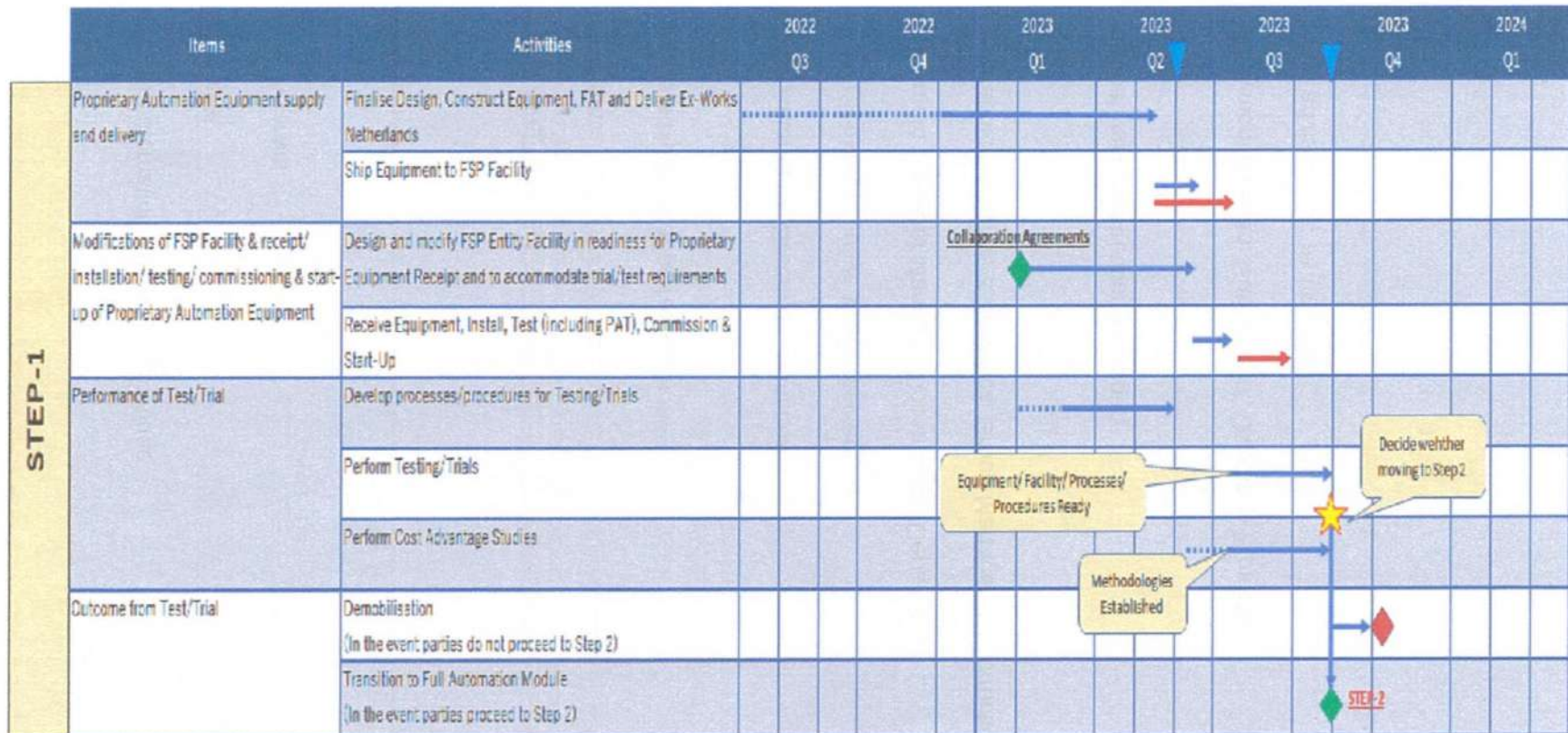
Scope	#	Activity	Roles and Responsibilities		
			██████████		DEE
			IN-HOUSE	██████████	
3.0 Modifications of DEE Palwal Facility & receipt/ installation/ testing & commissioning of Trial Cell Equipment continued..	3.4	██████████ representatives (including overseas travel & in-country hotels/accommodation) supporting start-up of Trial Cell Equipment. (Note 1: 4 No. man-weeks labour costs included in Purchase Order Price. Overseas travel & in-country hotels/accommodation to be reimbursed by ██████████)	C	X ¹ (See Note 1)	
	3.5	██████████ representatives (including overseas travel & in-country hotels/accommodation) supporting installation, testing, commissioning and start-up of Trial Cell Equipment.	X		
	3.6	In-country transport for ██████████ Representatives to/from hotels, DEE Palwal Facility & Airport	S	S	X
	3.7	Personnel Protective Equipment (PPE) for use by ██████████/DEE/Other personnel during installation, testing and commissioning of Trial Cell Equipment, all to ██████████ minimum standards.	Ap	S	X
	3.8	Office accommodation for ██████████ representatives supporting installation, testing and commissioning of Trial Cell Equipment. Office accommodation to include but not limited to air conditioned, lockable offices inclusive of safety equipment (eg first aid kit, fire extinguishers, fire alarms smoke detectors etc), furniture, internet access, printers/photocopiers, access to conference room, access to kitchen and provision of drinking water/tea/coffee and access to dining facilities, toilet/shower/locker facilities and first aid facilities. Arrangements for ██████████ mobile workplace container. ██████████ to provide list of tools to be provided by DEE instead of ██████████ mobile workplace shipment and re-export)	Ap	S	X
	3.9	Local administration assistance to ██████████ representatives supporting installation, testing and commissioning of Trial Cell Equipment.			X
4.0 Performance of Test/Trial	4.1	██████████ representatives (including overseas travel & in-country hotels/accommodation) supporting Test/Trial (If required by ██████████ to attend in person for Test/Trial).	C	X ¹	
	4.2	██████████ representatives (including overseas travel & in-country hotels/accommodation) supporting Test/Trial.	X		
	4.3	In-country transport for ██████████ Representatives to/from hotels, DEE Palwal Facility & Airport	S	S	X
	4.4	PPE (for use by ██████████/DEE at DEE Palwal Facility for use by ██████████/DEE/Other personnel , all to ██████████ minimum standards.	S	S	X

Scope	#	Activity	Roles and Responsibilities		
			██████████		DEE
			IN-HOUSE	██████████	
4.0 Performance of Test/Trial continued..	4.5	Office accommodation for ██████████ representatives supporting Test/Trial. Office accommodation to include but not limited to air conditioned, lockable offices inclusive of safety equipment (eg first aid kit, fire extinguishers, fire alarms smoke detectors etc), furniture, internet access, printers/photocopiers, access to conference room, access to kitchen and provision of drinking water/tea/coffee and access to dining facilities, toilet/shower/locker facilities and first aid facilities. Arrangements for ██████████ mobile workplace container. ██████████ to provide list of tools to be provided by DEE instead of ██████████ mobile workplace shipment and re-export)	Ap	Ap	X
	4.6	Local administration assistance to ██████████ representatives supporting Test/Trial.			X
	4.7	Operators (to a minimum experience/qualification criteria as defined by ██████████)	Ap	Ap	X
	4.8	Operator Training/Other Training by ██████████ (at DEE Palwal Facility) (Note 1: Labour costs included in Purchase Order Price. Overseas travel & in-country hotels/accommodation to be reimbursed by ██████████)	C	X ¹ (See Note 1)	
	4.9	Trial/Test Procedures	X	S	S
	4.10	WPSs & PQRs	Ap	S	X
	4.11	Other Procedures to support Trial/Test (eg Material Handling, NDT etc) – Confirmed not required for Step 1, ██████████ Basrah Project Drawings and Documents to be used.			
	4.12	Performance of the automated work to approved procedures using KSP Trained Operators at all times in the operation of Trial Cell Equipment			X
	4.13	Trial Cell Equipment Warranty		X	
	4.14	Supply of Pipe Material/Fittings Items for JGG Basrah Project to be supplied by ██████████ at ██████████ cost, other ██████████ Project to be supplied at DEE cost	X As noted		X As noted
	4.15	Pipe Fabrication isometrics and spool drawings (using Spoolgen) which include provision for weld numbering, material traceability for each item, welder identification and NDE report number traceability.	Ap		X
	4.16	Material Handling*/Laydown (*Including but not limited to personnel, warehousing and overhead or mobile cranes, forklifts, prime movers, trailers etc)			X
	4.17	Non-Destructive Testing (NDT) & Mechanical Testing as directed by ██████████	Ap		X
	4.18	Maintenance of Trial Cell Equipment in accordance with ██████████ requirements		Ap	X

Scope	#	Activity	Roles and Responsibilities		
			IN-HOUSE	DEE	DEE
4.0 Performance of Test/Trial continued..	4.19	Supply of all necessary utilities (including but not limited to power/water/compressed air), welding consumables & other operating consumables necessary to perform the Test/Trial and all in accordance with requirements.	Ap	Ap	X
	4.20	Home-Office support to review and feed-back on Test/Trial results for the duration of the Test/Trial.	X	X	X
	4.21	Local DEE Palwal Facility support to review and feed-back on Test/Trial results for the duration of the Test/Trial.			X
	4.22	Cost Advantage Studies to determine whether parameters / equipment modifications/ refinements when incorporated into a full single pipe fabrication automation module will achieve the required cost advantage required by . The methodology (eg time and motion studies etc) of measuring such cost advantage to be agreed between and DEE.	S	S	X
	4.23	Modification of Trial Cell Equipment during Trial/Test in accordance with requirements	Ap	Ap	X
	4.24	Test/Trial results records (format to be directed by)	Ap		X
	4.25	Material Disposal (including waste/surplus/scrap)	Ap		X
5.0 Demobilisation (In the event parties do not proceed to Step 2)	5.1	Uninstall Trial Cell Equipment, international export packing (for equipment and all associated items) and deliver to nominated port of export.	Ap		X
	5.2	Make good and reinstate DEE Palwal Facility as required.			X
	5.3	All disposals in accordance with local legislation			X
	5.4	Export clearance & Duty Free Export Licence for Trial Cell Equipment.			X
	5.5	Transport of Trial Cell Equipment from Port of Export, Outward Clearances & Shipment to determined destination.	X	X (Inform)	
6.0 Transition to full single pipe fabrication automation module (In the event parties proceed to Step 2)	6.1	Will be developed in future Framework Agreement (Refer to Schedule 9 Heads of Agreement – Step 2 (Framework Agreement))			

SCHEDULE 2

TARGET TIMELINE (WILL BE DEVELOPED FURTHER)



SCHEDULE 3
WORKING TEAM

DFE

1. Pipe Fabrication Automation Steering Committee

1.1 Mr. K.L. Bansal

1.2 Mr. Pankaj Agarwal

2. Project Manager

2.1 Mr. Gyanender Singh

3. Working Team

3.1 Mr. Prahlad Singh

3.2 Mr Preet Singh

3.3 Other (To be advised later as required)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



1. Pipe Fabrication Automation Steering Committee

1.1 To be advised later

1.2 To be advised later

2. Project Manager

2.1 To be advised later

3. Working Team

3.1 To be advised later

3.2 To be advised later

3.3 Other (To be advised later as required)

SCHEDULE 4

BACKGROUND INTELLECTUAL PROPERTY

BACKGROUND INTELLECTUAL PROPERTY of DEE

- 1) Patent application no. (Not applicable)
- 2) Confidential and/or proprietary information and know-how, related to pipework fabrication as an established pipework fabricator.

BACKGROUND INTELLECTUAL PROPERTY of [REDACTED]

- 1) Confidential and/or proprietary information and know-how related to process design, pipework design, pipework fabrication and pipework fabrication automation, pipework erection/installation, testing, completion and handover as an established EPC Contractor.

SCHEDULE 5

WHITE LIST

1. NDE – Allied Industrial Inspection Services

SCHEDULE 6
COMPLIANCE PROVISIONS

1. Compliance provisions - General

1.1 These "Compliance Provisions" shall form a part of the Agreement unless expressly excluded or modified in the Agreement.

1.2 The words and expressions defined in the "Agreement" shall be used in, and applied to, these "Compliance Provisions". In addition, the following words and expressions shall have the meanings ascribed to them in these "Compliance Provisions":

- **"Public Official"** means (a) a person who engages in public services for a foreign, state, or local government; (b) a person who engages in services for an entity established under a special law to carry out specific affairs in the public interest; (c) a person who engages in the affairs of an enterprise of which the number of voting shares or the amount of capital subscription directly owned by one or more of the foreign, state, or local governments exceeds 50 percent of that enterprise's total issued voting shares or total amount of subscribed capital, or of which the number of officers (which means directors, auditors, secretaries, and liquidators and other persons engaged in the management of the business) appointed or designated by one or more of the foreign, state, or local governments exceeds half of that enterprise's total number of officers, and to which special rights and interests are granted by the foreign, state, or local governments for performance of its business, or a person specified by a Cabinet Order as an equivalent person; (d) a person who engages in public services for an international organization (which means an international organization constituted by governments or intergovernmental international organizations); or (e) a person who engages in the affairs under the authority of a foreign, state, or local government or an international organization, and which have been delegated by such organization.
- **"Bribery to Public Officials"** means corruptly offering, giving or agreeing to offer or give, directly or indirectly, to any Public Officials any illegal bribe, kickback, payment, or anything of value for the purpose of influencing any act or decision of such Public Officials in their official capacity, for inducing such Public Officials to do or omit to do any action in violation of the lawful duty of such Public Officials, or for securing any improper advantage, or to induce such Public Officials to use their influence with a government or instrumentality to affect or to influence any act or decision of such government or instrumentality, in order to obtain or retain business or to direct business to [REDACTED] or any other person.
- **"Applicable Anticorruption Laws"** means all applicable anticorruption laws, including [REDACTED] Unfair Competition Prevention Law. Nothing in this Agreement shall constitute an acknowledgement by DEE that a particular law applies to the Agreement.

1.3 DEE shall obtain warranties and representations similar to these "Compliance

Provisions" from any Subcontractor.

2. Compliance Program

- 2.1 DEE agrees and undertakes, on its own or on behalf of its affiliate and Subcontractor and their respective personnel, to act at all times in a manner which is consistent with the highest ethical standards.
- 2.2 DEE, in performing its obligations under the Agreement, shall establish and maintain an appropriate Code of Business Conduct and Internal Controls, Procedures and Records including those i) necessary to avoid any illegal or corrupt practice and ii) designed to detect and deter any illegal or corrupt practice. [REDACTED] shall have the right but not the obligation to periodically review at reasonable frequency during performance of the Agreement, such Code of Business Conduct and Internal Controls, Procedures and Records, including, without limitation, those related to the activities of the DEE directors, officers, employees, agents and representatives in their relations with i) [REDACTED] personnel and ii) the Public Officials. Such review(s) shall not relieve DEE of its obligations, risks or liabilities under the Agreement nor shall implementation by [REDACTED] in such review constitute a waiver by [REDACTED] of any rights under the Agreement and [REDACTED] undertakes no obligations whatsoever.

3. Bribery to [REDACTED] Personnel

- 3.1 DEE on behalf of itself and its affiliates and their respective personnel represents and warrants to [REDACTED] that it has not made or offered and will not make or offer with respect to the matters which are the subject of the Agreement any compensation, commission, agency fee, introduction fee, payment, gift, promise, advantage or any other thing of value to [REDACTED] and their families.
- 3.2 DEE shall exercise all reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with [REDACTED] best interests. This obligation shall apply to the activities of DEE directors, officers, employees, agents, representatives and those of Subcontractor in their relations with [REDACTED] personnel and their families.

DEE compliance with this requirement shall include, but not be limited to, establishing precautions to prevent its directors, officers, employees, agents, representatives or those of its Subcontractor from making, providing, or offering any bribes, gifts, entertainment, payments, loans, or other considerations to [REDACTED] personnel and their families.
- 3.3 DEE agrees to notify [REDACTED] promptly upon discovery of any instance in which the DEE directors, officers, employees, agents, representatives or those of Subcontractor fail to comply with this Article.
- 3.4 DEE acknowledges that the above stated warranties and representations are fundamental to the basis of good faith and fair dealings affecting DEE performance under the Agreement and accordingly any breach of this Article shall entitle [REDACTED] to terminate the Agreement immediately.

4. Bribery to Public Officials

- 4.1 DEE on behalf of itself and its affiliates and their respective personnel represents and warrants to █████ that in connection with its entry into the Agreement it has not committed any Bribery to Public Officials and will not commit any Bribery to Public Officials.
- 4.2 DEE shall conduct its obligations under the Agreement in compliance with all applicable laws and in accordance with the highest ethical standards. DEE prohibits all its directors, officers, employees, agents, representatives or those of its Subcontractor from committing any Bribery to Public Officials. More specifically, DEE requires all its directors, officers, employees, agents, representatives or those of its Subcontractor to comply at all times with all Applicable Anti-corruption Laws. DEE shall establish precautions to prevent all its directors, officers, employees, agents, representatives or those of its Subcontractor from committing any Bribery to Public Officials.
- 4.3 DEE agrees to notify █████ promptly upon discovery of any instance in which DEE's directors, officers, employees, agents, representatives or those of Subcontractor fail to comply with this Article.
- 4.4 DEE on behalf of itself and its affiliates and their respective personnel represents and warrants to █████ that, except as otherwise advised and to the best of its knowledge: (a) neither DEE nor any of its employees, officers or directors is a Public Official; (b) no Public Official holds an ownership interest of any kind in DEE; (c) DEE is not held or controlled by or for the benefit of a Public Official; and (d) DEE will notify █████ in the event of a change in the foregoing.
- 4.5 DEE will immediately advise █████ in writing if it becomes aware of the following: (1) DEE, any predecessor or affiliated entity, or any owner, major shareholder, director, officer or employee is the subject of a government investigation or enforcement action relating in any way to corruption; or (2) DEE, any predecessor or affiliated entity, or any principal owner or major shareholder, director, or key officer of DEE or DEE's employee involved in performing the contemplated services or executing the Agreement, has been served with a subpoena or other document request from a law enforcement agency, has been arrested, or is charged with or convicted (or entered a plea of *nolo contendere*) of a felony.
- 4.6 If DEE (or any directors, officers, employees, agents or representatives acting on its behalf) commits any Bribery to Public Officials, then █████ may terminate the Agreement immediately and further pursue such other additional actions, civil and/or criminal, as may be applicable. DEE shall defend, indemnify and hold harmless █████ against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees arising from any Bribery to Public Officials made in violation of any Applicable Anticorruption Laws or breach of the anticorruption provisions in the Agreement, directly or indirectly, by, on behalf of or with the knowledge of DEE.

- 4.7 At any time, and without notice to DEE, ██████ may disclose information relating to a possible violation of Applicable Anticorruption Laws or the existence and terms of the Agreement, including the compensation provisions, to a government, government agency, an international organization or to anyone else determined by ██████ to have a legitimate need to know.

5. Human Rights

- 5.1 DEE shall, at all times, conduct their activities in a manner that respects human rights as set out in the UN Guiding Principles on Business and Human Rights, the fundamental International Labor Organization Conventions and the Universal Declaration of Human Rights, as well as the applicable laws regarding labor rights and fair working conditions, forced or child labor. DEE shall i) meet the legal employment age requirement in the country of employment and not use child labor, ii) not use forced, prison or compulsory labor, iii) not tolerate discrimination, harassment or retaliation, iv) provide wages and benefits that meet the legal standards of the country of employment, and v) comply with all applicable laws and regulations on freedom of association and collective bargaining.
- 5.2 DEE shall ensure that its Subcontractor comply with the provisions of this Article 5.
- 5.3 DEE agrees to notify ██████ promptly upon discovery of any instance in which DEE or its directors, officers, employees, agents, representatives or those of Subcontractors fail to comply with this Article.
- 5.4 ██████ shall have the right to audit DEE's records and activities to verify DEE's compliance with Article 5, in connection with the Agreement. DEE shall obtain equivalent rights of audit from all Subcontractors and shall cause such right to extend to ██████

6. Illegal Information Brokering

- 6.1 DEE is aware of a practice (referred to as "Illegal Information Brokering") where certain individuals approach DEE and offer confidential information or illicit influence in order to obtain business through corruption of competitive bidding processes. DEE recognizes that the practice of Illegal Information Brokering or any other corruption of the contract award process is not permitted by ██████ and DEE represents that it has not and will not utilize or participate in Illegal Information Brokering in connection with the Agreement.
- 6.2 DEE shall promptly notify ██████ if anyone approaches DEE personnel, or if DEE becomes aware of anyone approaching its personnel or that of its affiliates or Subcontractors and suppliers, for the purpose of Illegal Information Brokering concerning the Agreement or any other related business interest of DEE.

SCHEDULE 7

██████████ SAFETY, SECURITY AND ENVIRONMENT (HSSE) POLICY

A. ██████████ POLICY OF HEALTH, SAFETY AND ENVIRONMENT (HSE)

██████████ management is committed to providing a safe and healthful place of work throughout all of ██████████ facilities, offices and work sites and to making every effort towards eliminating or minimizing any environmentally adverse effects of ██████████ operations.

Thus, ██████████ will, in all of his operations and at all locations where work is being carried out under his control, promote the highest standards in health, safety, and environmental preservation and protection by establishing, implementing and maintaining an HSE Management System that will include such elements and targets and standards for HSE performance, HSE education programs and motivational incentives, and assessments and accountability for achievement of those targets and standards.

To meet this commitment, ██████████ in carrying out its operations, will in all cases, abide by the following principles:

- Provide plants that meet the highest standards for safety and operation, and place the minimum burden on the environment.
- Place the highest priority on the health and safety of personnel and on the preservation and protection of the environment.
- Plan and perform work in accordance with the HSE Management System.
- Hold employees, including those of vendors and Subcontractors (including DEE), responsible for their own HSE and that of their colleagues.
- Ensure that personnel are trained in HSE.
- Review, monitor and measure HSE performance for continual improvement.
- Provide full cooperation to clients, statutory authorities and local communities.

NOTE: 7 Golden Rules for Life Saving as shown in Attachment-I are emphasized as the most important points to be followed by all persons participating in ██████████ projects (including DEE).

B. ██████████ POLICY OF HEALTH, SAFETY AND ENVIRONMENT (HSE)

The Development shall be executed by DEE in accordance with the above ██████████ HSE Policy and the HSSE requirements specified in the Agreement. DEE shall conform to the highest standards of HSSE practices in performance of the Development.

C. 7 GOLDEN RULES FOR SAFE DRIVING

██████████ and its group companies make it a rule to strictly follow the 7 Golden Rules for Safe Driving as shown in Attachment-II on every construction site as well as office operations. They will monitor the performance of the rules for reporting to the company management as one of the most important statics.

All of us are confronted with the realistic risk of traffic accidents wherever we are in the world and ██████████ highly recommends DEE implement these rules or similar rules in his organization and put them into practice.

Attachment-I: 7 Golden Rules for Life Saving

Attachment-II: 7 Golden Rules for Safe Driving

ATTACHMENTS to SCHEDULE 7

I








II

7 Golden Rules for Life Saving
“Incident Injury Free”

1. 100% Tie-Off 1.8m high and above 
2. Do Not cross a barricade for restricted /opening area 
3. Conduct gas test and obtain authorization before entering a confined space 
4. Do Not walk and stand under a suspended Load 
5. Do Not leave material loose to prevent falling objects 
6. Provide Lock-Out and Tag-Out for an electrical and a mechanical isolation 
7. Work with a valid work permit when required 

██████████

7 Golden Rules for Safe Driving
“Zero Traffic Accidents”

1. Conduct Pre-trip vehicle checks 
2. Do not drive unless all passengers are wearing seatbelts 
3. Do not drive exceeding the posted speed limit and drive in a safe manner 
4. Never use mobile telephones while driving 
5. Do not drive when tired and do not let unfit drivers drive 
6. Do not drive at night, except as authorized 
7. Warn drivers of safety concerns and unsafe behavior 

██████████

SCHEDULE 8

████ QUALITY POLICY

A. █████ QUALITY POLICY

The █████ Group has its corporate purpose, serving as the reason for the Group's existence - "Enhancing planetary health" – contributing to a healthy future for people and the Earth.

In order to achieve this purpose, █████ affirms the following quality policy:

1. We shall provide the quality that fulfills all of the applicable requirements, by utilizing our wide-ranging technological expertise and project execution skills built up through years of experience and through the promotion of DX (digital transformation).
2. We shall fully comply with the agreed requirements with our customers, and shall aim to establish ourselves as an organization that will prompt customers to view us as their first-choice partner when they are faced with new or advanced technical challenges in an ever-changing business environment.
3. We shall pursue the realization of an evolving organization that promises continual improvement and gives rise to innovation and improvement, through combining a strong sense of individual responsibility and creativity, along with a will to go beyond barriers between departments and among individuals.
4. We shall always be conscious of enhancing Planetary Health. In face of various social issues, we will become a corporate group that is required by society by synchronizing the businesses of the █████ with solving such social issues.

B. QUALITY REQUIREMENTS FOR DEE

The Development shall be executed by DEE in accordance with its QA/QC Plans / Procedures which shall be approved by █████ so as to fulfill and reflect the above █████ Quality Policy.

DEE shall operate a Quality Management System covering all management aspects and conforming to the requirements of the latest issue of the following international standards or equivalent and shall impose the same on all its Subcontractors including suppliers and vendors.

The Quality Management System shall include and cover the whole Development.

DEE, its Subcontractors may be subject to an audit by █████ to ensure that the Quality Management System satisfies the requirements of the ISO 9001 Standards. DEE shall grant access to its facilities for inspection or audits as deemed necessary by █████

SCHEDULE 9

HEADS OF AGREEMENT – STEP 2 (FRAMEWORK AGREEMENT)

The purpose of this Heads of Agreement is to record the basic principles upon which the Parties intend to negotiate a definitive Framework Agreement for the performance of automated pipework fabrication for [REDACTED] worldwide projects in the event that the parties enter negotiations pursuant to Clause 2.8 of the Collaboration Agreement.

Except to the extent expressly stated herein, this Heads of Agreement shall be binding on DEE in the event that the parties enter negotiations pursuant to Clause 2.8 of the Collaboration Agreement until and unless incorporated within a Framework Agreement executed by the Parties. The Heads of Agreement include but are not limited to the following:

- 1) DEE shall be ready in all respects to perform the Step 2 work under the Framework Agreement strictly in accordance with [REDACTED] HSSE Standards.
- 2) DEE commits to making its facility at Gandhidham, Gujarat, India (hereinafter "DEE Gandhidham Facility") and the installed pipe automation equipment available in all respects to [REDACTED] on an exclusive basis for the performance of automated pipework fabrication for [REDACTED] worldwide projects.
- 3) DEE commits to investing in the CAPEX cost for the purchase of the balance¹ of pipe automation equipment for pipe automation equipment items to be procured from [REDACTED]. The extent of such DEE investment in pipe automation equipment is to be discussed and agreed between DEE [REDACTED] upon determination of the automation equipment to be procured. Such pipe automation equipment to be shipped to DEE Gandhidham Facility at shared DEE [REDACTED] cost. Importation duty of such pipe automation equipment to be at DEE cost. The costs for insuring the pipe automation equipment will be shared DEE [REDACTED] cost.
- 4) Balance¹ of pipe automation equipment for full module installed into DEE Gandhidham Facility/ operated at DEE cost. Automation equipment vendor [REDACTED] costs in support of installation / commissioning / initial training at shared DEE [REDACTED] cost.
- 5) Pipe automation equipment vendor [REDACTED] costs in support of operations including Ongoing Training/Maintenance/Repairs not covered by [REDACTED] warranty at DEE cost.
- 6) Infrastructure/support at DEE Gandhidham Facility for [REDACTED] at DEE cost.
- 7) Framework Agreement between [REDACTED] DEE reflecting above and other provisions including:
 - a) Framework Agreement duration will be for an initial period of One year with annual renewals at [REDACTED] sole discretion thereafter. Rates will be subject to annual review

¹ This may be a full single pipe fabrication automation module instead of additive equipment to the existing Trial Cell Equipment

however the rates applicable to a Project shall remain as per the Framework Agreement call-off issued for that Project.

- b) [REDACTED] is not committed to provide work to DEE however [REDACTED] has the priority and first right of refusal for DEE capacity at the Gandhidham Facility at Framework Agreement rates. (Examples of why [REDACTED] may not be able commit work to DEE would be where the Pipework Fabrication performance may be limited due to Client Local Content requirements or Client Approved Vendor List restrictions and or small project size etc)
- c) Provisions for expansion of automation to larger diameters/3D spools/more exotic/thinner wall pipework and also other automation aspects (eg High Frequency Induction Bending, Pipe Support Fabrication, Digital RT and DX (AWP/IWP) as part of the long term vision of automated piping shop in 2030.
- d) DEE provides pipework at agreed Framework Agreement unit rates to [REDACTED]. The [REDACTED] Framework unit rates shall be developed/agreed between [REDACTED] DEE on an open book basis (Two rate sets would be developed, one for automated welding and one for non-automated welding)
- e) Overhead and Profit component within the agreed Framework Agreement unit rates shall be determined as part of the open book development of framework unit rates.
- f) Indirect costs components within the agreed Framework Agreement unit rates shall be determined as part of the open book development of framework unit rates.
- g) [REDACTED] has open book audit rights for Projects with right to adjust unit rate downwards (DEE however takes risk of costs exceeding unit rates).
- h) New rates established for a Project will become Framework Agreement Rates for use on future Framework call-offs.
- i) [REDACTED] shall determine the methodology of whether the Framework Agreement Rates are competitive and have the right to adjust the Framework Unit Rates downwards if DEE Framework rates are no longer considered in [REDACTED] sole opinion as competitive.
- j) Given the nature of the long term & mutually beneficial relationship, no claims from DEE for work awarded/performed under the Framework Agreement.
- k) Payment Terms typically 30 calendar days from validly presented invoice unless otherwise agreed between the parties. Advance Payment arrangements would be considered under any call-off issued for a Project under the Framework Agreement.
- l) Liquidated Damages/Warranty Periods to vary in line with [REDACTED] Project requirement call-offs but have no effect on Unit Rates charged.
- m) Annual Financial Security to be provided by DEE to [REDACTED] is to be agreed and in a form and from a first class financial institution approved by [REDACTED]. The value of the annual financial security shall be determined as part of the open book development of framework unit rates. This shall be subject to increase if the volume of work performed by DEE on [REDACTED] Projects increases.

- n) In the event that there is available capacity which in [REDACTED] sole opinion is available for the performance of [REDACTED] projects, then DEE will be permitted to secure and perform work utilizing the pipe automation equipment provided that :
- i) In the event of potential/actual overlap/clash with [REDACTED] project work then the [REDACTED] project work shall be prioritized strictly in accordance with [REDACTED] directions
 - ii) Payment by DEE to [REDACTED] of a pipe automation equipment utilization fee calculated as part of the open book development of framework unit rates & as an agreed % between [REDACTED] automated rates versus rates those rates that do not include the [REDACTED] automation rate benefit .
- o) Commercial arrangements to be agreed between [REDACTED] DEE for further full modules/expanded scope equipment procured from [REDACTED] as well as other automation aspects referenced on 7)c) above as part of the long term vision of automated piping shop in 2030.
- p) Any Foreground Intellectual Property arising from the Framework Agreement shall be owned by [REDACTED] only.
- q) DEE is not permitted to enter into other pipe automation arrangements with [REDACTED] or Other Parties for the Gandhidham Facility, DEE is not restricted to improvements at its Palwal Facility.
- r) Termination of Framework Agreement by DEE limited to bankruptcy of either party only. Termination of Framework Agreement by [REDACTED] limited to exceptional circumstances (and always acting reasonably).
- s) [REDACTED] has right of assignment (acting reasonably) without DEE approval, DEE has right of assignment only with [REDACTED] approval.
- t) Governing Law to be Laws of [REDACTED] and any disputes in connection herewith shall be submitted to arbitration to be held in Singapore, in accordance with the Rules of Arbitration of the International Chamber of Commerce.

