

EXPLORATION, DEVELOPMENT AND PRODUCTION CONTRACT"EDPC"
FOR _____
CONTRACT NO. ____([Area])

[Date]

EXPLORATION, DEVELOPMENT AND PRODUCTION
CONTRACT
CONTRACT NO. _____[Area]

FOR [Name of Area]

BETWEEN

[REGIONAL OIL COMPANY]
OF THE IRAQI MINISTRY OF OIL

AND

[Contractor]

EXPLORATION, DEVELOPMENT AND PRODUCTION CONTRACT"EDPC"
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This Exploration, Development and Production Contract ("**Contract**") is made and entered into this _____ day of _____, 2018 by and between: [**Regional Oil Company**], an Iraqi State oil company, established and existing under the laws of the Republic of Iraq, having its registered office at [____], the Republic of Iraq ("**Regional Oil Company**" or "**ROC**") as the **First Party**, and [**Company**] a company established and existing under the laws of [Country], having its registered office at [Address] ("**Company**" or "____") as the **Second Party**.

_____ is referred to as "**Contractor**";

ROC and Contractor are referred to, individually, as "**Party**" or, collectively, as "**Parties**".

WITNESSETH

WHEREAS all oil and gas resources within the territory and offshore areas of the Republic of Iraq are owned by all the people of the Republic of Iraq, and the Iraqi Government, representing the whole Iraqi people, has sole right to explore, develop, extract, exploit and utilize such natural resources therefrom; and

WHEREAS ROC, in its role as an Iraqi State oil company, is exclusively entrusted with and authorized for the exploration, appraisal, development and production of the [____] Contract Area, in accordance with the Law; and

WHEREAS Oil Exploration Company ("**OEC**") has the experience and competency in exploration activities, ROC may delegate some or all of its rights and obligations in respect of Exploration and Appraisal Operations to OEC during the Exploration Period, and OEC shall act as a First Party on behalf of ROC; and

WHEREAS Contractor has sound financial standing, technical competency, and professional skills to carry out Exploration, Appraisal, Development and Production Operations and generally all and any Petroleum Operations as defined herein; and

WHEREAS the Parties mutually represent that they have the power, authority, and desire to enter into the Contract for the Exploration, Appraisal, Development and Production of the [____] Contract Areas as defined herein;

NOW THEREFORE, and in consideration of the promises and the mutual covenants hereinafter set out, it is agreed as follows:

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ARTICLE 1 – DEFINITIONS

Except as specifically provided herein, any reference to an Article, Annex, or Addendum shall be construed as a reference to Article, Annex, or Addendum to this Contract. In this Contract, including its Annexes and Addenda, words in the singular include the plural and vice versa and except where the context otherwise requires, the following terms shall have the meanings set out as follows:

- 1.1 **“Abandonment”** means, with respect to any Well, Reservoir, Oil Field, Gas Field or facility, placing it out of service.
- 1.2 **“Abandonment Plan”** means Plan for Abandonment pursuant to Article 42.
- 1.3 **“Accounting Procedures”** means the Accounting Procedures as set out in Annex C, and, upon adoption by Contractor and/or Operator, the detailed accounting procedures based upon the Accounting Procedures.
- 1.4 **“Adjusted Net Production Rate”** means, for the purposes of determining the First Commercial Production Date, over a specified period, the average Net Production Rate, excluding such days when production is reduced pursuant to Articles 12.5(d) or 12.5(e) or as a result of approved planned maintenance, or for operational interruptions beyond Contractor’s control as agreed by the Parties.
- 1.5 **“Affiliate”** in relation to any Contractor’s entity, means:
 - (a) a company which controls such entity, or
 - (b) a company which is controlled by such entity, or
 - (c) a company which is controlled by a company which controls such entity.

For the purpose of this definition, “control” means the power to dictate and conduct the policy of a company through the control, directly or indirectly, of more than fifty percent (50%) of the shares or voting rights in such company. For the purposes of this Contract, subsidiaries of ROC as well as companies and enterprises of Iraq Ministry of Oil or Iraq National Oil Company (when established) shall be deemed ROC's Affiliates.

- 1.6 **“Appraisal”** or **“Appraisal Operations”** means any and all operations carried out pursuant to an Appraisal Plan such as (but not limited to) geological, geophysical, aerial and any other surveys and any interpretation of data relating thereto, the drilling of such shot-holes, core holes, stratigraphic tests, holes for the appraisal of Petroleum and other related holes and wells, the production testing, PVT and core analyses and the purchase or acquisition of such supplies, materials and equipment thereof, all as may be contained in approved Work Programs and Budgets.
- 1.7 **“Appraisal Plan”** means the plan to be submitted by Contractor pursuant to Article 3.6 and approved by ROC or its designee pursuant to Article 12.
- 1.8 **“Appraisal Well”** means a Well which is drilled pursuant to an approved Appraisal Plan to appraise the extent and volume of a Discovery or, as circumstances shall determine, a producing Reservoir.
- 1.9 **“Associated Gas”** means Natural Gas, which may occur as gas-cap gas which overlies and is in contact with Crude Oil in a Reservoir, and/or as solution gas dissolved in Crude Oil in a Reservoir.
- 1.10 **“Barrel”** means a liquid quantity consisting of forty-two (42) United States gallons under a pressure of one (1) atmosphere and a temperature of sixty (60) degrees Fahrenheit.

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- 1.11 **"Barrel of Oil Equivalent"** or **"BOE"** means one (1) Barrel of Crude Oil or one (1) Barrel of NGLs or six thousand (6,000) SCF of Dry Gas.
- 1.12 **"Best International Petroleum Industry Practices"** means all those uses and practices that are, at the time in question, generally accepted in the international petroleum industry as being good, safe, economical, environmentally sound and efficient in exploring for, developing, producing, processing and transporting Petroleum. They should reflect standards of service and technology that are either state-of-the-art or otherwise appropriate to the operations in question and should be applied using standards in all matters that are no less rigorous than those in use by the Companies in other global operations, and should take into consideration the standards requested by ROC / Iraqi Ministry of Oil.
- 1.13 **"Budget"** means the estimates of the expenditure expected to be incurred for implementing an approved Work Program for any Calendar Year or part thereof.
- 1.14 **"Calendar Month"** or **"Month"** means in respect of any month in a Calendar Year, a period commencing on the first day of such month and ending on the last day of the same month.
- 1.15 **"Calendar Quarter"** or **"Quarter"** means a period of three consecutive Calendar Months commencing on the first day of January, April, July or October of any Calendar Year.
- 1.16 **"Calendar Year"** means a period of twelve (12) consecutive Months commencing with the first day of January and ending on the last day of December, both dates being inclusive, according to the Gregorian calendar.
- 1.17 **"Capital Cost"** means all costs and expenditures, excluding Operating Cost, related to Petroleum Operations pursuant to the Accounting Procedures (Annex C).
- 1.18 **"Change of Control"** means any direct or indirect change in control of a Company (excluding inter-Affiliate transfers), whether through merger, sale of shares or other equity interests, or otherwise through a single transaction or series of related transactions, from one or more transferors to one or more transferees.
- 1.19 **"Commercial Discovery"** means a Discovery, or multiple Discoveries, if intended for development within a Development Area under a single Development Plan, for which Contractor has submitted a Declaration of Commerciality, and which has been approved as such by ROC.
- 1.20 **"Commercial Production Rate"** means the Adjusted Net Production Rate that Contractor must achieve in order for Contractor to be entitled to Remuneration in accordance with Article 19.4. The Commercial Production Rate shall be ten thousand (10,000) BOE per day.
- 1.21 **"Company"** means any entity that is a signatory party to this Contract and that forms part of Contractor and at any time thereafter shall include its legal successors and permitted assignees.
- 1.22 **"Companies"** means, collectively, the Companies that comprise Contractor and at any time thereafter shall include their legal successors and permitted assignees.
- 1.23 **"Contract"** means this agreement between the Parties, including the Annexes and Addenda attached hereto, as amended or supplemented from time to time in accordance with Article 32 of this Contract.
- 1.24 **"Contract Area"** or **"Block"** means the exploration, appraisal, development and production area covered by this Contract, as described in Annex A and outlined in Annex B.

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- 1.25 **"Contractor's Operator"** means the Company designated as Operator as from the Effective Date pursuant to Article 9.2.
- 1.26 **"Contractor"** means the Companies and at any time thereafter shall include their legal successors and permitted assignees.
- 1.27 **"Corporate Income Tax"** has the meaning set forth in Article 23.
- 1.28 **"Crude Oil"** or **"Oil"** means all hydrocarbons regardless of gravity which may be produced and saved from the Contract Area in the liquid state at absolute pressure of fourteen point six nine six (14.696) pounds per square inch and sixty (60) degrees Fahrenheit, including asphalt and tar, but excluding NGL, water and sediments. Minimum Crude Oil quality specifications are set out in Annex G.
- 1.29 **"Data"** means as defined in Article 14.2.
- 1.30 **"Declaration of Commerciality"** means a written notice delivered by Contractor to ROC stating that, in the opinion of Contractor, a certain Discovery or multiple Discoveries is a Commercial Discovery which merits preparation and submission of a Development Plan relating thereto.
- 1.31 **"Deemed Revenue"** means, for a given Quarter, the value of Net Production in BOE; in determining Deemed Revenue the price of Crude Oil and NGL shall be the Provisional Export Oil Price in US Dollars per Barrel, and the price of Dry Gas in US Dollars per BOE shall be fifty percent (50%) of the Provisional Export Oil Price.
- 1.32 **"Delivery Point"** means the point(s) where Contractor may lift Export Oil pursuant to the Export Oil Sales Agreement in the form attached as Addendum Three.
- 1.33 **"De-Mining"** means all necessary and appropriate activities to make safe Petroleum Operations from unexploded ordinance, including such activities as are described in the Exploration Plan to be conducted during the Exploration Period and such activities may be undertaken thereafter in accordance with any Plan or approved activity.
- 1.34 **"Development Area"** means a portion of the Contract Area, which may include limitations expressed in terms of depth or stratigraphic horizon, on which a Commercial Discovery(s) has been made, and that is identified within an approved Development Plan.
- 1.35 **"Development"** or **"Development Operations"** means any and all operations, including primary and subsequent (secondary, tertiary or other) recovery projects and pressure maintenance, conducted with a view to developing the Contract Area including, but without limitations: the drilling, deepening, completing, plugging, side-tracking, re-completing and equipping of evaluation and development wells; the engineering, building and erecting or laying of production plants and facilities (such as, without limitation, separators, compressors, generators, pumps and tankage, gathering lines, pipelines, and all facilities required to be installed for production, pressure maintenance, treatment, storage and transportation of Petroleum); construction of facilities and installations for the treatment and processing of Natural Gas; the obtaining of such materials, equipment, machinery, articles and supplies as may be required or expedient for the above activities including decommissioning and Abandonment operations; and all auxiliary operations, activities and services required or expedient for the better conduct or result of the above activities, all in accordance with the approved Development Plan and Best International Petroleum Industry Practices.
- 1.36 **"Development Period"** or **"Development Periods"** mean as defined in Article 3.8.

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- 1.37 **"Development Plan"** means the plan to be submitted by Contractor pursuant to Articles 3.9 and 11.6, and approved by ROC pursuant to Article 12.
- 1.38 **"Dinar"** means the Iraqi Dinar.
- 1.39 **"Discovery"** means an accumulation of Hydrocarbons whose existence has been proven by drilling and other evaluation methods.
- 1.40 **"Dollar"** or **"US\$"** means the United States Dollar.
- 1.41 **"Dry Gas"** means Natural Gas that is primarily methane and ethane after the extraction of NGLs, which should meet the specifications set out in Annex G.
- 1.42 **"Effective Date"** means the date upon which this signed Contract becomes valid and enforceable as notified by ROC to Contractor in writing, in accordance with the provisions of Article 39.
- 1.43 **"Eligibility Date"** shall have the meaning as defined in Article 19.5(a).
- 1.44 **"Employment Procedures"** means the procedures to be submitted by Operator for JMC's approval pursuant to Article 9.14(a).
- 1.45 **"Estimated Production"**, for the purposes of the approval of the Declaration of Commerciality pursuant to Article 3.7(c), means the estimated Net Production expressed in BOE, during the Development Period; as determined according to the Best International Petroleum Industry Practices and reflecting the "best estimate" (volume "2C" pursuant to the Society of Petroleum Engineers' (SPE) Petroleum Resources Management System (PRMS) for Contingent Resources).
- 1.46 **"Expert"** means as defined in Article 37.3.
- 1.47 **"Exploration"** or **"Exploration Operations"** means any or all operations carried out pursuant to an Exploration Plan including, but not be limited to, geological, geophysical, aerial and other surveys and any processing and interpretation of data relating thereto; the drilling of such shot holes, core holes, stratigraphic tests, holes for the exploration of Petroleum and other related holes and wells; production testing; PVT; core analyses; velocity surveys; and the purchase or acquisition of such supplies, materials and equipment thereof all as may be contained in approved Work Programs and Budgets.
- 1.48 **"Exploration Period"** means as defined in Article 3.
- 1.49 **"Exploration Plan"** means the plan to be submitted by Contractor pursuant to Article 11 and approved by ROC or its designee pursuant to Article 12.
- 1.50 **"Exploration Well"** means a Well drilled pursuant to the Work Program and Budget intended to discover a new Reservoir(s).
- 1.51 **"Export Oil"** means Crude Oil of a standard Iraqi export blend.
- 1.52 **"Export Oil Price"** means the price per Barrel of Export Oil Free on Board ("FOB") at the Delivery Point, determined in accordance with the provisions of Article 18.
- 1.53 **"Field"** means either an Oil Field or a Gas Field.
- 1.54 **"Financial Year"** means the Calendar Year.
- 1.55 **"First Commercial Production Date"** means the first day of ninety (90) days when the Adjusted Net Production Rate has averaged no less than ten thousand (10,000) BOE per day over any period not exceeding one hundred and twenty (120) days.
- 1.56 **"Force Majeure"** means as defined in Article 31.

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- 1.57 **"Gas"** or **"Natural Gas"** means a mixture of hydrocarbons and varying quantities of non-hydrocarbons that exist either in the gaseous phase or in solution with Crude Oil in natural underground reservoirs and when produced remain in gaseous phase at atmospheric conditions of temperature and pressure, and is classified as either Associated Gas or Non-Associated Gas.
- 1.58 **"Gas Field"** means an area consisting of a single Reservoir or multiple Reservoirs all grouped on, or related to, a common geological structure or stratigraphic feature, from which Non-Associated Gas may be produced and which is designated as such by ROC pursuant to the approval of a Declaration of Commerciality.
- 1.59 **"Gas Processing Plant Products"**, expressed in BOE, means the Dry Gas, LPG, Natural Gasoline and Condensate that are derived from the processing of Gas in facilities constructed pursuant to Article 10 of this Contract.
- 1.60 **"Government"** means the legislative and executive branches of the federal government of the Republic of Iraq.
- 1.61 **"Gross Negligence"** or **"Willful Misconduct"** means any unjustifiable act or omission by Senior Supervisory Personnel which constitutes an intentional, deliberate, reckless or conscious disregard of the Best International Petroleum Industry Practices or terms of this Contract in connection with Petroleum Operations.
- 1.62 **"Hydrocarbons"** means carbon and hydrogen compounds including other elements and compounds that occur naturally alongside irrespective of the physical state.
- 1.63 **"Infrastructure Fund"** means the fund, established, managed and controlled by the Ministry of Oil in co-ordination with the local government, to fund infrastructure projects in the Governorates where the Contract Area is located, all in accordance with Article 26.5.
- 1.64 **"Incidental Income"** means income arising under the Contract other than Remuneration and recovery of Petroleum Costs.
- 1.65 **"Internal Rate of Return"**, or **"IRR"** means the discount rate that makes the sum of the discounted net cash flows from any given point forward equal to zero (0).
- 1.66 **"Joint Management Committee"** or **"JMC"** means the committee formed pursuant to Article 13.
- 1.67 **"Law"** means any constitution, law, decree, resolution, statute, ordinance, rule, directive, instruction, order, treaty, code or regulation and any injunction or final non-appealable judgment, as adopted, enacted, issued, promulgated or ratified by the Government or, unless otherwise provided for herein, as such may from time to time, be amended or repealed.
- 1.68 **"LIBOR"** or **"London Inter-Bank Offered Rate"** means the interest rate determined as the arithmetic average (rounded upward to the nearest one thousandth of a percentage point) of the offered three-month rates for deposits in Dollars as published by the Financial Times (London Edition) on the date which is one (1) business day prior to the beginning of an interest period until the end of that interest period. Should the Financial Times rate not be published for a period of seven (7) consecutive days, the Wall Street Journal (New York Edition) shall be used.
- 1.69 **"Lifting Quarter"** means the Quarter during which Export Oil is available for lifting by Contractor at the Delivery Point, under this Contract and Addendum Three, where any Lifting Quarter shall be the Quarter in which Petroleum Costs and Remuneration are due and payable.

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- 1.70 “**LPG**” means liquefied petroleum gas, normally a mixture of propane and butane. Minimum LPG quality specifications are set out in Annex G.
- 1.71 “**Minimum Expenditure Obligation**” means that amount which shall be spent by Contractor as specified in Article 6.
- 1.72 “**Minimum Work Obligation**” means the minimum work commitment undertaken by Contractor under Article 6, and Annex E.
- 1.73 “**MSCF**” means one thousand (1,000) SCF.
- 1.74 “**MMSCF**” means one million (1,000,000) SCF.
- 1.75 “**MMSCFD**” means MMSCF per day.
- 1.76 “**Natural Gas Liquids**” or “**NGLs**” means the propane and heavier components of Natural Gas that can be classified according to their vapor pressures; as low vapor pressure (Condensate), intermediate vapor pressure (Natural Gasoline) and high vapor pressure (LPG).
- 1.77 “**Natural Gasoline**” means the pentane and heavier part of Natural Gas Liquids with a vapor pressure intermediate between Condensate and LPG; having a boiling point within the range of gasoline. It is liquid at atmospheric pressure and temperature; but volatile and unstable; can be blended with other hydrocarbons to produce commercial gasoline.
- 1.78 “**Natural Gas Condensate**” or “**Condensate**” is the low vapor pressure part of NGL, a mixture of hydrocarbon liquids that are present as gaseous components in the raw Natural Gas produced from the Contract Area. It condenses out of the raw Gas if the temperature is reduced to below the hydrocarbon dew point temperature of the raw Gas. It contains hydrocarbons that are liquid at normal surface temperature and pressure.
- 1.79 “**Net Crude Oil Production**”, over a certain period of time, means the volume of Crude Oil in Barrels actually produced during the said period of time, saved and not used for Petroleum Operations, treated to certain specifications provided in Annex G, measured and received by Transporter at the Transfer Point.
- 1.80 “**Net Deemed Revenue**” means, the Deemed Revenue less Royalty.
- 1.81 “**Net Dry Gas Production**”, over a certain period of time, means all the Standard Cubic Feet of Dry Gas actually produced during the said period of time and not used for Petroleum Operations, treated to certain specifications provided in Annex G, after extraction of Natural Gas Liquids, measured and received by Transporter at the Transfer Point(s).
- 1.82 “**Net Dry Gas Production Rate**”, in MMSCFD, means the Net Dry Gas Production for a certain period of time divided by the number of days in that period of time.
- 1.83 “**Net NGL Production**”, over a certain period of time, means the volume of NGLs actually produced during the said period of time, saved and not used for Petroleum Operations, treated to certain specifications according to the approved Development Plan, measured and received by Transporter at the Transfer Point.
- 1.84 “**Net Oil Production Rate**” in BOPD, means the Net Crude Oil Production for a certain period of time divided by the number of days in that period of time.
- 1.85 “**Net Production**” means, for any Quarter or part of a Quarter, the sum of Net Crude Oil Production, Net NGL Production and Net Dry Gas Production, all expressed in BOE.

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- 1.86 **"Net Production Rate"** means the sum of the Net Oil Production Rate and Net Dry Gas Production Rate expressed in BOE.
- 1.87 **"Non-Associated Gas"** means Natural Gas, which is found in a Reservoir that does not contain significant quantities of Crude Oil relative to the volume of Natural Gas.
- 1.88 **"Official Selling Price"** or **"OSP"** means SOMO's declared price for each Iraqi Export Oil.
- 1.89 **"Oil Field"** means an area consisting of a single Reservoir or multiple Reservoirs all grouped on, or related to, a common geological structure or stratigraphic feature, from which Crude Oil may be produced and which is designated as such by ROC pursuant to the approval of a Declaration of Commerciality.
- 1.90 **"Operating Cost"** means Contractor's costs, expenses, duties, fees, and charges related to Petroleum Operations pursuant to the Accounting Procedures (Annex C).
- 1.91 **"Operator"** means the entity that is designated, as of the Effective Date, to conduct Petroleum Operations under this Contract as the Contractor's Operator in accordance with Article 9.2 and Addendum Three.
- 1.92 **"Outline Development Proposal"** means as defined in Article 3.7.
- 1.93 **"Participating Interest"** means, in respect of each Company, the undivided share expressed as a percentage for such Company's participation in the rights, benefits, privileges, duties, liabilities and obligations of Contractor.
- 1.94 **"Percentage of Net Deemed Revenue"** means, for a given Quarter, the available portion of Net Deemed Revenue allocated for the payment of the Petroleum Costs, as defined in Article 19.5(e).
- 1.95 **"Performance Factor"**, for the purposes of Article 19.4(b), means the ratio of the Net Production Rate to the Planned Production Rate, although in no event shall it exceed one (1.0)
- 1.96 **"ppm"** means parts per million.
- 1.97 **"Petroleum"** means all Hydrocarbons produced and saved from the Contract Area.
- 1.98 **"Petroleum Costs"** means recoverable costs and expenditures incurred and payments made by Contractor and/or Operator in connection with or in relation to the conduct of Petroleum Operations (except corporate income taxes paid in the Republic of Iraq or elsewhere, or as otherwise stipulated herein) determined in accordance with the provisions of this Contract and the Accounting Procedures.
- 1.99 **"Petroleum Operations"** means any and all Exploration, Appraisal, Development and Production Operations and other activities related thereto, including, but not limited to, measurement and transportation of Petroleum to the Transfer Point(s), and Abandonment operations including site restoration and decommissioning under this Contract.
- 1.100 **"Plan"** means the Exploration, Appraisal, Development, Production, or Abandonment Plan, as applicable, and any Revisions or approved amendments thereto.
- 1.101 **"Planned Production Rate"** means, for any Quarter, the Net Production Rate set forth for such Quarter in the Work Program and Budget most recently approved by ROC.
- 1.102 **"Planning Price"**, for the purposes of the approval of the Declaration of Commerciality pursuant to Article 3.7(c), means: (a) for Crude Oil, the weighted average of SOMO's declared OSPs for the Delivery Point for the Americas, Europe and the Far East, for the Quarter preceding the Quarter in which the Declaration of Commerciality is submitted to

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ROC, (b) for Dry Gas, the price per BOE is assumed to be fifty percent (50%) of the preceding planning price for Crude Oil.

- 1.103 **"Plateau Production Period"** means the period that is specified in the approved Development Plan in respect of an Oil Field or a Gas Field.
- 1.104 **"Plateau Production Target"** means (a) in the case of an Oil Field, the Net Oil Production Rate, or (b) in the case of a Gas Field, the Net Dry Gas Production Rate to be achieved and sustained for the Plateau Production Period in the relevant approved Development Plan.
- 1.105 **"Potentially Commercial Discovery"** means a Discovery that appears capable of becoming a Commercial Discovery and for which an Appraisal Plan is to be submitted pursuant to Article 3.4.
- 1.106 **"Procurement Procedures"** means the tendering, bidding and contract awarding procedures for goods and services to be submitted by Operator for JMC's approval pursuant to Article 9.14(c) and Articles 9.12(c, d, e and f).
- 1.107 **"Production Measurement Point"** means the point(s), immediately upstream of a Transfer Point, where Net Crude Oil Production, Net Dry Gas Production or Net NGL Production is measured.
- 1.108 **"Production Operations"** means any and all operations related to production, treatment, processing, measurement, transportation and storage of Petroleum, and the extraction of Natural Gas Liquids from Natural Gas, including (but not limited to) workovers, stimulations, remediation, restoration, operating, staffing, supervising, repairing, decommissioning and maintaining of any and all wells, plants, equipment, pipelines, tank-farms, terminals and all other installations and facilities.
- 1.109 **"Provisional Export Oil Price"** in US Dollars per Barrel, means the weighted average of SOMO's declared OSPs for the Delivery Point(s) for all destinations for the most recent Calendar Month for which such declarations are available.
- 1.110 **"Remaining Net Deemed Revenue"** means the Net Deemed Revenue that remains after the payment of Petroleum Costs to the extent of the Percentage of Net Deemed Revenue.
- 1.111 **"Remuneration"** means the compensation due to Contractor under Article 19 and the Accounting Procedures.
- 1.112 **"Remuneration Percentage Bid"** or **"RPB"** means the percentage of the Remaining Net Deemed Revenue bid by Contractor.
- 1.113 **"Reservoir"** means one (1) or more subsurface strata producing or capable of producing Hydrocarbons. The strata shall have a common system of pressure in their entirety and be completely surrounded by impermeable rock, or impermeable cap rock and water-bearing permeable rock at the base.
- 1.114 **"Revision"**, in respect of a Plan or Work Program and Budget, has the meaning given in Articles 12.4 and 12.3, respectively.
- 1.115 **"Royalty"** means twenty-five percent (25%) of the Deemed Revenue as stipulated in Article 19.2.
- 1.116 **"Senior Supervisory Personnel"** means in respect of any Party, any individual who functions as its senior resident manager directing all operations and activities of such Party in the country or region in which he is resident, and any manager who directly reports to such senior resident manager in such country or region, but excluding all managers or

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supervisors who are responsible for or in charge of installations or facilities, onsite drilling, construction or production and related operations, or any other field operations.

- 1.117 **"Spending Quarter"** means the Quarter immediately preceding the Lifting Quarter, during which Petroleum Costs and Specific Costs were incurred by Contractor.
- 1.118 **"SOMO"** means Iraq Oil Marketing Company or its successors.
- 1.119 **"Specific Costs"** means those De-Mining and environmental remediation costs incurred and not previously incorporated into an approved Development Plan for cost recovery purposes.
- 1.120 **"Standard Cubic Foot" or "SCF"** when applied to Gas means the volume of Gas that occupies one (1) cubic foot of space measured dry under an absolute pressure of fourteen point six nine six (14.696) pounds per square inch and a temperature of sixty (60) degrees Fahrenheit.
- 1.121 **"Sub-Contractor"** means any company or person contracted by Contractor or Operator to provide goods or services with respect to Petroleum Operations.
- 1.122 **"Tax Year"** means the period of twelve (12) consecutive Months according to the Gregorian calendar for which tax returns or reports are required according to the Law.
- 1.123 **"TCF"** means trillion cubic feet.
- 1.124 **"Term"** means the term of this Contract as defined in Article 3.
- 1.125 **"Employment, Training, Technology and Scholarship Fund"** means the fund, established, managed and controlled by the Iraqi Ministry of Oil, to fund Employment, Training, Technology and Scholarship programs, all pursuant to Article 26.2.
- 1.126 **"Transfer"** means a transfer by a Company to which Article 28.2 applies or a Change of Control which takes place in respect of a Company.
- 1.127 **"Transfer Fee"** means an amount (expressed in US\$) equal to thirty-five percent (35%) of the Transfer Value.
- 1.128 **"Transfer Point"** means the inlet flange, located within or proximate to the Contract Area, of an outgoing pipeline from a Production Measurement Point(s) where Transporter shall receive Net Oil Production, Net Dry Gas Production and Net NGL Production from Operator.
- 1.129 **"Transfer Value"** means the amount which is attributable to this Contract within the terms of a Transfer; provided that if either the terms of the Transfer do not attribute a value to this Contract or attribute a value which the ROC reasonably believes is not representative of prevailing market conditions, then the Transfer Value shall be a deemed value which is representative of prevailing market conditions (expressed in US\$).
- 1.130 **"Transporter"** means the entity(s) designated by ROC to operate the Transportation Facilities and Transportation Systems for transporting Petroleum from the Transfer Point(s) pursuant to Article 17 and Addendum Two.
- 1.131 **"Transportation Facilities"** means the pipelines, pumps, compressors, tanks, meters, and other transportation facilities that are built by Operator beyond the Transfer Point(s) for transporting Petroleum pursuant to this Contract.
- 1.132 **"Transportation System"** means, at any time, Transportation Facilities and all other facilities under control of the Transporter beyond the Transfer Point.

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- 1.133 **"Unitization and Redetermination Agreement"** means an agreement for the recovery of oil and gas from more than one Contract Area under a single Development Plan.
- 1.134 **"Well"** means a borehole that is drilled in order to (a) discover or appraise a Hydrocarbon accumulation, (b) produce Hydrocarbons or water, (c) inject Gas, water or any other medium, or (d) to map or monitor Well or Reservoir parameters.
- 1.135 **"Work Program"** means an itemization and time schedule of the Petroleum Operations to be carried out under this Contract.
- 1.136 **"Year"** means a period of twelve (12) consecutive months according to the Gregorian calendar, starting on some date or any anniversary of the date.

(End of Article 1)

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ARTICLE 2 –SCOPE OF CONTRACT

- 2.1 This Contract is an Exploration, Development and Production Contract for the _____ Contract Area, in accordance with the provisions herein contained. It includes forty-three (43) Articles, Annexes A, B, C, D, E, F,G and H and Addenda One, Two and Three attached hereto and made part hereof.
- In the event of any inconsistency or conflict between the provisions of the Contract Articles and the Annexes or the Addenda, the provisions of the Contract Articles shall prevail to the extent of the inconsistency or conflict.
- 2.2 Subject to the provisions of this Contract, approved Plans and Work Programs and Budgets, and in accordance with Best International Petroleum Industry Practices, Contractor shall be obliged to:
- (a) carry out Petroleum Operations, for and on behalf of ROC, to explore for, study, appraise, develop and produce any Commercial Discovery(s) within the Contract Area;
 - (b) achieve the production levels and other objectives, including Minimum Work and Expenditure Obligations as set out in this Contract or in an approved Development Plan;
 - (c) annually assess and determine the volume of petroleum reserves and resources in the Contract Area and submit a report to this effect to ROC.
 - (d) provide all capital, machinery, equipment, technology, qualified personnel (giving first priority to Iraqi nationals)and servicesnecessary for carrying out Petroleum Operations.
 - (e) incur all costs and expenses required for carrying out Petroleum Operations in accordance with approved Development Plans, Work Programs and Budgets, including all Contractor's obligations under this Contract; and
 - (f) fulfill all financial and other obligations of Contractor and enjoy all rights and benefits, in accordance with the provisions of this Contract.
- 2.3 Subject to the provisions herein, Contractor shall be entitled to the recovery of Petroleum Costs and the payment of Remuneration.
- 2.4 At all times during the Term of this Contract, the Companies shall be jointly and severally responsible for all obligations and liabilities of Contractor under this Contract.
- 2.5 **Without prejudice to the general provisions of this Contract, Contractor and Operator shall be committed to all requirements and standards of the Extractive Industries Transparency Initiative (EITI).**

(End of Article 2)

ARTICLE 3 –CONTRACT TERM AND PERIODS

- 3.1 This Contract shall come into force on the Effective Date. The Term shall be for a maximum of thirty-four (34) Years. The Term shall consist of two (2) periods:
- (a) Exploration Period, which shall include Exploration Operations,Appraisal Operations and De-Mining activities; and
 - (b) Development Period.

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3.2 Exploration Period

The duration of the Exploration Period shall be five (5) Years.

3.3 Exploration Period Extension

The Exploration Period may be extended sequentially:

- (a) by a period of two (2) Years if Contractor has satisfied its obligations pursuant to Article 6.1 and Contractor has undertaken to drill an Exploration Well(s) during the extension period as agreed with ROC; or
- (b) in the event Contractor makes a Discovery immediately prior to the end of the seventh (7th) year of the Exploration Period, and pursuant to Article 3.4(b) Contractor notifies ROC that the Discovery is a Potentially Commercial Discovery, Contractor may apply to ROC to extend further the duration of the Exploration Period in respect of just that area covered by an Appraisal Plan for a maximum of two (2) Years to carry out Appraisal Operations. In the event of such a request, ROC shall grant an extension if and to the extent reasonably warranted to carry out the requested Appraisal Operations.

For the avoidance of doubt, the two periods in (a) and (b) shall not be merged for whatsoever reason.

3.4 Notice of Discovery

- (a) In the event of a Discovery Contractor shall immediately notify ROC in writing.
- (b) Within thirty (30) days of completing drilling and well-site operations, Contractor shall submit a written report setting forth all relevant information with respect to the Discovery, and incorporating its reasoned opinion as to whether or not the Discovery is a Potentially Commercial Discovery.

3.5 Multiple Discoveries in the Contract Area

- (a) Notwithstanding Article 3.4, Contractor may, at any time, apply to ROC, or ROC may request Contractor, to evaluate more than one exploration prospect or Discovery with the intention that these could be subject to a single Development Plan. If ROC approves such application then the Parties shall agree a suitable timetable for the Exploration and Appraisal activities within the context of the area being evaluated, and timelines laid out in Articles 3.2, 3.3, 3.4, 3.6 and 3.9(a).
- (b) In the event that any Discovery or exploration prospect included in the application made pursuant to Article 3.6(a) is believed to extend beyond the Contract Area and into an area not at that time awarded to a third party, Contractor may apply for the Contract Area to be extended to include the identified extension(s) and ROC may, at its sole discretion, modify the Contract Area to include some or all of the applied-for extension(s).

3.6 Appraisal Plan

- (a) If, pursuant to Articles 3.4 and 3.5, Contractor notifies ROC that the Discovery or multiple Discoveries is a Potentially Commercial Discovery, then Contractor shall prepare and submit, within two (2) months of such notification, or such longer period as ROC may agree, a proposed Appraisal Plan along with a Work Program and Budget. The proposed Appraisal Plan shall be designed to carry out an adequate and effective Appraisal of the Discovery(s) and determine:

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- (i) in the shortest reasonable period, whether such a Discovery or multiple Discoveries is a Commercial Discovery; and
 - (ii) with reasonable precision, the boundaries of the area to be delineated as the Development Area.
- (b) ROC shall review the Appraisal Plan together with its relevant Work Program and Budget, and shall within two (2) months give its approval or, after consultation with Contractor, request reasonable changes or modifications to the same. The Appraisal Plan together with the Work Program and Budget submitted by Contractor and approved by ROC shall be adopted as the Appraisal Plan and Contractor shall promptly commence implementation thereof.

3.7 Declaration of Commerciality

- (a) Within three (3) months of completion of the approved Appraisal Plan referred to in Article 3.6, or such longer period as ROC may agree, Contractor shall submit to ROC a written report setting forth the results and conclusions of the Appraisal Plan. If, in the opinion of Contractor, such conclusions indicate that the Discovery or the multiple Discoveries is a Commercial Discovery, Contractor shall also submit a Declaration of Commerciality and an Outline Development Proposal. To further the objectives of Article 3.10(c), in respect of any Discovery, the Declaration of Commerciality may contemplate that the Discovery would be developed within an existing Development Area and integrated with an existing Development Plan and in such event the Outline Development Proposal shall take the form of a proposed Revision to such existing Development Plan.
- (b) The Declaration of Commerciality and the Outline Development Proposal shall, in particular, incorporate the following information:
- (i) the proposed Development Area;
 - (ii) the Reservoir(s) that are the subject of the Outline Development Proposal;
 - (iii) thickness and the areal extent of the Reservoir(s);
 - (iv) petrophysical properties of the Reservoir(s) including core analysis;
 - (v) chemical composition, physical properties and the quality of Petroleum discovered including PVT and other laboratory analysis;
 - (vi) Hydrocarbons in place and estimate of reserves and resources;
 - (vii) productivity indices for the Well(s) tested at various flow rates;
 - (viii) production capacity of the Reservoir(s);
 - (ix) statement and schedule of Specific Costs, incurred prior to this Declaration of Commerciality;
 - (x) projected Capital Costs and Operating Costs from the Effective Date to the end of the Development Period, on a Quarterly basis, without any assumptions of future inflation or cost escalation;
 - (xi) production schedule on a Quarterly basis to the end of the Development Period, and a statement of Estimated Production;
 - (xii) economic analysis, in a functional electronic spreadsheet based on the Planning Price, production and cost schedule. This shall include, both from

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the Effective Date and from the date of the Declaration of Commerciality, to the end of the Development Period:

- the expected pre-tax project IRR;
- the expected pre-tax project net present value discounted at zero percent (0%) and at ten percent (10%);
- the expected after-tax IRR to Contractor based on the Remuneration Percentage Bid, which shall in no event be subject to renegotiation;
- the expected after-tax net present value to Contractor discounted at zero percent (0%) and at ten percent (10%); and
- for the purpose of these calculations Contractor shall also include the Declaration of Commerciality Bonus and payments made pursuant to Articles 26.3 and 26.6.

(xiii) in respect of a Declaration of Commerciality that contemplates a Discovery to be included within an existing Development Area, the economic analysis referred to in Article 3.7(b)(xii) shall in addition demonstrate the incremental economics associated with the Discovery to be included within such existing Development Area.

(c) Within three (3) months of receipt, ROC shall review and evaluate the Declaration of Commerciality and the Outline Development Proposal referred to in Articles 3.7(a) and 3.7(b) and notify Contractor of its approval or otherwise of the Declaration of Commerciality. During this period ROC may request any additional information it deems necessary in order to complete its evaluation of the Declaration of Commerciality.

ROC shall approve any Declaration of Commerciality where Contractor has demonstrated to the reasonable satisfaction of ROC Estimated Production of at least two hundred (200) million Barrels of Oil Equivalent. Notwithstanding the foregoing, ROC may approve, but shall have the right to reject, any Declaration of Commerciality where: (i) the Declaration of Commerciality indicates Estimated Production of less than two hundred (200) million Barrels of Oil Equivalent; or (ii) where Contractor has failed to demonstrate, to the reasonable satisfaction of ROC, Estimated Production of at least two hundred (200) million Barrels of Oil Equivalent.

(d) If, pursuant to Article 3.7(c), ROC does not approve the Declaration of Commerciality, then the Parties shall meet and discuss in good faith to try and resolve this matter within two (2) months. If within this period the Parties are unable to resolve this matter, then the matter may be referred within a further thirty (30) days by either Party to an independent Expert in accordance with Article 37.3, and whose finding shall be either to approve or reject the Declaration of Commerciality. The decision of the Expert shall be binding on both Parties. If the Expert decides against the Declaration of Commerciality, the cost of the Expert shall not be recoverable. Should the Parties be unable to agree upon the selection of an Expert, the choice of Expert shall be referred to and be made by the President of the Society of Petroleum Engineers or a similar competent organization.

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3.8 Development Period

The Development Period shall be a maximum of twenty-five (25) years commencing at the approval date of the Declaration of Commerciality.

3.9 Development Plan(s)

- (a) Within six (6) months of the approval date of a Declaration of Commerciality, or such longer period as ROC may agree, Contractor shall prepare and submit for ROC's approval a Development Plan in accordance with the provisions of Article 11. The Development Plan shall be designed to carry out an optimized and effective Development of the Commercial Discovery consistent with Best International Petroleum Industry Practices. ROC shall approve or otherwise the proposed Development Plan in accordance with the procedures and timelines set out in Article 12.
- (b) Once the Development Plan is approved, Contractor shall have the obligation to implement such Development Plan in accordance with the terms set forth in this Contract.

3.10 Development Area(s)

- (a) Contractor shall plan and conduct Petroleum Operations in a forward-looking, coordinated, integrated and cost-effective manner especially in respect of common facilities for processing, storage and transportation.
- (b) A Development Area shall be sufficient to encompass the geographical limits and, if appropriate, the vertical or stratigraphic limits, of the Commercial Discovery(s) made within the Contract Area.
- (c) If, subsequent to the establishment of a Development Area, there is evidence that one or more Reservoirs subject to a Development Plan extend outside the Development Area, ROC shall:
 - (i) extend the Development Area in accordance with Article 3.10(a) if the extension is into a part of the Contract Area still covered by the Exploration Period;
 - (ii) at its sole discretion act as an Adjacent Party for the purposes of Article 3.11 or extend the Development Area in accordance with Article 3.10(a) if the extension is outside of the Contract Area and into an area not at the time subject to an award to a third party; and
 - (iii) require that Contractor enters into a Unitization and Redetermination Agreement if the extension is outside of the Contract Area and into an area that is at the time subject to an award to a third party.

3.11 Unitization and Redetermination Agreement

- (a) In the event that a Commercial Discovery extends beyond the boundary of the Contract Area, or where a Development Area extends into an area that is at the time the subject of an award by ROC to either a third party or to one or more Affiliates of Contractor (in either event, an "Adjacent Party"), then ROC may require Contractor to enter into discussions with the Adjacent Party with the purpose of agreeing the key principles of a Unitization and Redetermination Agreement to develop and produce the Commercial Discovery pursuant to a single Development Plan within a single Development Area. ROC shall participate in the said discussions.

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- (b) Upon failure of Contractor to reach agreement with the Adjacent Party on the key principles within three (3) months, or if ROC does not approve that agreement, ROC may prepare, or cause to be prepared, its own Unitization and Redetermination Agreement with such Contractor and the Adjacent Party shall comply.
- (c) If Contractor does not wish to proceed with the Unitization and Redetermination Agreement prepared by ROC pursuant to Article 3.11(b) or Article 3.11(e) then that part of the Commercial Discovery lying within the Contract Area shall be relinquished effective upon notification by ROC and ROC shall have the right, at its sole discretion, to develop the relinquished Commercial Discovery.
- (d) In the event that a Discovery extends beyond the boundary of the Contract Area, or any Development Area into an area that is at the time subject to an award by another ROC to either a third party or to one or more Affiliates of Contractor then the same principles as set out in Article 3.11(a), 3.11(b) and 3.11(c) shall apply, except that all approvals will be required to be given jointly by ROC and the other ROC.
- (e) In the event that any Discovery extends across international boundaries, ROC shall be the Party representing Contractor in any international Unitization and Redetermination Agreement and all terms and conditions agreed thereto by ROC shall, after consultation with Contractor, be binding on Contractor.
- (f) Notwithstanding any other statutory approval requirements, a Unitization and Redetermination Agreement shall require the approval of ROC before becoming effective.
- (g) In the event of relinquishment required pursuant to this Article 3.11, the provisions of Article 8.1(e)(ii) and 8.1(e)(iii) shall apply with respect to the related Commercial Discovery and the Development Area related thereto. ROC shall, within three (3) months of such relinquishment, reimburse Contractor Specific Costs, plus interest at a rate of LIBOR plus two percent (2%) from the end of each Quarter when a cost was incurred up to the date of notification of relinquishment by ROC.

3.12 Unsuccessful or Non-Commercial Exploration

This Contract shall be deemed to have expired and the entire Contract Area relinquished:

- (a) at the end of the Exploration Period if there has been no Declaration of Commerciality by Contractor; or
- (b) at the later of the end of the Exploration Period or, if one or more Declaration(s) of Commerciality have been made by Contractor, such date as all have been rejected by ROC and Contractor has either declined to refer such rejection(s) to an Expert pursuant to Article 3.7(d) or any such referral was unsuccessful in causing a Declaration of Commerciality to be approved.

In the event of such relinquishment, the provisions of Articles 8.1(e)(ii) and 8.1(e)(iii) shall apply, and Contractor shall only be reimbursed Specific Costs plus interest at a rate of LIBOR plus two percent (2%) from the end of each Quarter when a cost was incurred up to the date when this Contract is deemed to have expired. Such reimbursement shall be made within three (3) months of the expiry of this Contract.

(End of Article 3)

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ARTICLE 4 –DECLARATION OF COMMERCIALITY BONUS

Within thirty (30) days from the date of Declaration of Commerciality approval, each Company shall deposit into a bank account designated by ROC its respective pro-rated Participating Interest of the non-recoverable Declaration of Commerciality bonus of fifteenmillion Dollars (US\$ 15,000,000).

(End of Article 4)

ARTICLE 5 –RELINQUISHMENT

5.1 Contractor shall relinquish to ROC:

- (a) at the end of the fifth (5th) year of the Exploration Period, any part of the Contract Area, not subject to an extension pursuant to Article 3.3(a), or not included in a Development Area, or not subject to a Declaration of Commerciality;
- (b) at the end of the seventh (7th) year of the Exploration Period, any part of the Contract Area not subject to an extension pursuant to Article 3.3(b), or not included in a Development Area, or not subject to a Declaration of Commerciality;
- (c) within three (3) Years from the approval date of a Development Plan, or such later date as may be agreed by ROC, any Reservoir for which Development Operations are not being conducted and progressing in accordance with that Development Plan; or
- (d) any area related to a Commercial Discovery pursuant to Article 3.11(c).

5.2 ROC shall be free to explore, appraise, develop or produce any relinquished part of the Contract Area, including any Reservoirs relinquished in accordance with Article 5.1, taking care not to hinder or unduly interfere with the Petroleum Operations.

5.3 Upon relinquishment of any part of the Contract Area, Contractor shall:

- (a) pursuant to Article 42 remove all equipment and installations from the relinquished area; and
- (b) pursuant to Articles 41 and 42 perform all necessary site restoration and take all actions necessary to prevent hazards to human life, the property of third parties, and the environment.

(End of Article 5)

ARTICLE 6 –MINIMUM WORK AND EXPENDITURE OBLIGATIONS

6.1 During the first five (5) Years of the Exploration Period, Contractor shall be obliged to:

- (a) Provide or arrange to provide all required services necessary to execute the Minimum Work Obligations set out in Annex E for the following activities:
 - (i) preparation of the Exploration Plan and Work Program;
 - (ii) cause De-Mining activities to be completed in the Contract Areas as necessary to allow for Petroleum Operations;
 - (iii) conduct of seismic surveys, including processing and interpretation thereof; and

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- (iv) drilling Exploration Well(s) as described in (b)(ii) of Annex E.
 - (b) Meet a Minimum Expenditure Obligation by spending _____million Dollars (US\$_____) on Exploration Operations. In the event the Minimum Expenditure Obligation has not been satisfied during the first five (5) Years of the Exploration Period and the Contract has been terminated, Contractor shall pay ROC an amount equal to the unspent portion of the Minimum Expenditure Obligation. If the Minimum Work Obligations in respect of the five (5) Years of the Exploration Period have been satisfied and the Contract terminated solely by reason of unsuccessful or non-commercial Exploration as contemplated by Article 3.12, the Minimum Expenditure Obligation shall be deemed to have been satisfied.
- 6.2 Notwithstanding Article 6.1, Contractor shall invest sums consistent with the amounts and timing contemplated in approved Plans, subject to the terms and conditions set forth in this Contract.
- 6.3 The performance of each Company and the fulfillment of its contractual and financial obligations under this Contract shall be guaranteed by its ultimate parent company through an instrument in the form set out in Annex F. Such guarantee shall be effective as of the Effective Date and shall be delivered to ROC on the date of execution hereof in respect of Companies, and as provided in Article 28 in respect of assignees. At the request of a Company, ROC may agree that the guarantee shall be provided by a Company's Affiliate instead of the ultimate parent entity of such Company, provided that such Affiliate shall be a substantial operating company. In such event the requesting Company shall provide such information as ROC may request to establish the suitability of the Affiliate, including without limitation information concerning the Affiliate's ownership and organizational relationships, operations and financial condition.
- 6.4 The Ministry of Oil shall provide to Companies a guarantee through an instrument substantially in the form set out in Annex F, to guarantee the performance of Transporter, ROC, OEC, SOMO and any other Iraqi State entity in their fulfillment of their respective contractual and financial obligations under this Contract. Such guarantee shall be effective as of the Effective Date and shall be delivered to Companies at the date of execution hereof.

(End of Article 6)

ARTICLE 7 –ROC'S ASSISTANCE

The Parties acknowledge that time is of the essence and ROC shall, in good faith, provide or procure the provisions of any approval, consent or review required under this Contract in a timely manner.

As permitted by the Law, ROC shall:

- 7.1 Provide Contractor, free of charge, with such pertinent technical data, if any, (in addition to information provided to Companies during the tender process) which may become available from time to time, to be used exclusively for Petroleum Operations;
- 7.2 Ensure that the Contract Area, including all other areas where Petroleum Operations are required under this Contract, shall be free of any claims by third parties;
- 7.3 Provide adequate security, through the Iraqi armed forces, within the Contract Area and any other areas in the Republic of Iraq in which Petroleum Operations or operations

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related to the Transportation Facilities are conducted including during travel to and from such areas. ROC shall be solely liable for the conduct of all security operations by the Iraqi armed forces and Contractor shall not have any liability or obligation to any party for any acts or activities of the Iraqi armed forces or be obliged to reimburse ROC for the cost and expense of providing security as contemplated herein. However, in the event that Contractor can demonstrate that the security being provided is inconsistent with its HSE policies and Best International Petroleum Industry Practices, the Parties hereby agree that supplementary measures shall be implemented by Contractor, including the short-term engagement of competent private security providers licensed to operate in the Republic of Iraq; such costs being considered Petroleum Costs, which measures shall be reviewed from time to time in response to changes in security conditions;

- 7.4 Provide assistance and shall use its best efforts to seek the assistance of and/or cooperation by any regional, district and/or local government or other representative, agency or authority of the Government to Contractor and Operator as may reasonably be required to secure and renew all entry visas or work permits for employees of Contractor and Operator or Sub-Contractors and their dependents, all permits and registrations required for each Company to open and maintain a branch in the Republic of Iraq, all customs and other clearances required for imports and exports of equipment and supplies required for Petroleum Operations, and assist Contractor and Operator in obtaining the office space, its equipment, accommodation, communication facilities and permits, way-leaves, easements, rights of way, licenses and renewals thereof, all for the purpose of conducting Petroleum Operations;
- 7.5 Provide Contractor and Operator free of charge:
- (a) at all times during the Term, all permits and authorizations to have access to and use the Contract Area including the existing roads and bridges leading to it and other areas where Petroleum Operations are required, and ROC shall be responsible for any resettlement of local communities within the area where Petroleum Operations are carried out and the payment of compensation for any such resettlement;
 - (b) at all times during the Term, access to and use of water for the purpose of Petroleum Operations, provided that the funding of all installations for off-take, treatment, distribution, and disposal of water shall be the responsibility of Contractor;
 - (c) use of Petroleum for Petroleum Operations; and
 - (d) use of existing wells and related facilities within the Contract Area.
- 7.6 Make available diesel for Petroleum Operations in accordance with applicable regulations or grant Contractor the permission to buy diesel from the local market for the Petroleum Operations.
- 7.7 In the event of unintentional infringement on petroleum operations of either Party, the Parties shall convene to agree in good faith on a proper course of action, safeguarding the interests of both Parties.

(End of Article 7)

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ARTICLE 8 –TERMINATION

8.1 Termination by ROC

- (a) By giving Contractor three (3) months written notice ROC may terminate this Contract if Contractor commits a material breach of an obligation under this Contract, including but not limited to:
 - (i) Contractor knowingly submitting a false statement to ROC which is of material consideration for the execution of this Contract;
 - (ii) being the last remaining Company assigning any interest, right or obligation under this Contract contrary to the provisions of Article 28;
 - (iii) Contractor, a Company or their Affiliates: either violating in any material respect a Law, including, without limitation, any directive or instruction of the Government (including the Iraqi Ministry of Oil);
 - (iv) Contractor failing in any material respect to execute the Minimum Work Obligation or comply with approved Exploration Plans, Appraisal Plans, or related Work Programs or Budgets;
 - (v) Contractor failing in any material respect to execute an approved Development Plan, or related Work Programs or Budgets; or
 - (vi) the last remaining Company, or its parent company or Affiliate that provided the guarantee pursuant to Article 6.3, becoming bankrupt or being declared insolvent.
- (b) In respect of a breach pursuant to Article 8.1(a)(iii), that termination shall be effected only in respect of the Company or Companies violating a Law.
- (c) If Contractor has remedied its breach pursuant to Article 8.1(a) within the three (3) month notice period, ROC shall consider the notice as no longer being in effect. If ROC reasonably believes that Contractor is taking reasonable measures to remedy the breach and its efforts look promising, then ROC shall extend the notice period accordingly.
- (d) If ROC terminates this Contract in accordance with Articles 8.1(a) or 8.1(h) Contractor shall:
 - (i) forfeit accrued but unpaid Specific Costs, Petroleum Costs and Remuneration;
 - (ii) forfeit all its future rights and interests under this Contract as from the date of termination;
 - (iii) release and hold harmless ROC from any and all actions, claims, demands and proceedings that may arise out of such termination other than in respect of a dispute in relation to such termination; and
 - (iv) pay ROC any unspent portion of the Minimum Expenditure Obligation.
- (e) If Petroleum Operations within the Contract Area are suspended or substantially curtailed due to Force Majeure, the Parties shall immediately convene to agree on the period of suspension, and the nature and scope of the anticipated costs and expenses that each Party is prepared to sustain during this period. At any time during the suspension period, the Parties may convene and agree to extend or shorten the suspension period. Upon the expiry of the agreed suspension period, or

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if no suspension period has been agreed by the Parties within three (3) months of the notice required by Article 31.2, each Party shall have the right to terminate the Contract by giving two (2) months written notice to the other Party. Upon such termination the provisions of Articles 8.1(e)(ii) and 8.1(e)(iii) shall apply, and within three (3) months of such written notice, ROC shall reimburse Contractor for:

- (i) any unpaid Specific Costs plus interest at a rate of LIBOR plus two percent (2%) from the end of each Quarter when a cost was incurred up to the date when this Contract is deemed to have been terminated;
 - (ii) any accrued but unpaid Petroleum Costs incurred prior to the date of suspension; and
 - (iii) any accrued but unpaid Remuneration earned prior to the date of suspension.
- (f) If Contractor suspends its obligations in respect of Petroleum Operations in the Contract Area by order or decree of the government of the home country of any of the Companies or their parent companies, ROC shall have the right to assume full responsibility for Petroleum Operations in respect of the Contract Area in any way it deems appropriate after giving Contractor one (1) month written notice to this effect. However, if such suspension continues for a period exceeding one (1) Year, ROC shall have the right to terminate this Contract in respect of the Contract Area after giving Contractor two (2) months written notice. Upon such termination, all the provisions of Article 8.1(e) shall apply and Contractor shall be entitled to no other compensation whatsoever. However, if at any time during the period when Contractor has suspended its obligations and prior to the end of the termination notice, Contractor gives ROC notice that it is able and willing to resume its obligations with respect to Petroleum Operations, ROC and Contractor shall agree on the best course of action to resume Contractor's obligations and on the payment by ROC of any outstanding Petroleum Costs and Remuneration that were due to Contractor prior to the period of suspension. It is understood that Contractor shall not be entitled to any Petroleum Costs and Remuneration during the period of suspension.
- (g) If Contractor fails to establish a normal presence in the Republic of Iraq, as manifested by the deployment of necessary personnel and equipment required to conduct Petroleum Operations within six (6) months after the approval of the Exploration Plan, and in due consideration of Articles 7, 9.1 and 31.5, ROC shall have the right to terminate this Contract after giving Contractor two (2) months written notice. Upon such termination, the provisions of Article 8.1(e) shall apply, and Contractor shall not be entitled to any compensation.
- (h) ROC may terminate this Contract in respect of any Company with immediate effect by giving Contractor written notice in case of a violation of general business ethics contrary to the provisions of Article 43.

8.2 Termination by Contractor

- (a) If Contractor elects to terminate this Contract before the end of its Term, Contractor shall give ROC three (3) months written notice to this effect giving reasons for such election.
- (b) If by the end of the notice period the Parties have not agreed on a course of action other than termination, then Contractor may terminate this Contract after giving

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ROC a further one (1) month written notice. Upon such termination, the provisions of Article 8.1(e) shall apply.

- 8.3 In the event a notice of termination is provided pursuant to Article 8.1 or 8.2, ROC and Contractor shall meet to review a plan and procedures for the transfer to ROC's control of all facilities and equipment relating to Petroleum Operations and all documents, manuals, data and information regarding the use and operation of such facilities and equipment so that the ROC personnel are able to assume the operatorship of Petroleum Operations within three (3) months of notice of termination.
- 8.4 In the event of termination of this Contract (whether by ROC or by Contractor), in accordance with this Article 8, Contractor hereby warrants that it shall not obstruct, hinder or otherwise interfere with Petroleum Operations. Contractor shall render to ROC all related facilities, Wells, equipment, machinery, documents, Data, samples, books of accounts and manuals belonging to the Contract Area for no compensation.
- 8.5 Except as otherwise provided in this Contract, the provisions of this Contract that by their nature survive termination or expiry of this Contract (including indemnities, liabilities, audit, confidentiality, governing law and arbitration) shall remain in full force and effect for a period of three (3) Years after such termination or expiry.
- 8.6 The provisions of Article 8 shall not prejudice the Parties' rights to refer any dispute in relation to the termination of this Contract to be resolved in accordance with Article 37.

(End of Article 8)

ARTICLE 9 – CONDUCT OF PETROLEUM OPERATIONS

- 9.1 Contractor's Operator shall conduct Petroleum Operations under the general supervision and control of a JMC formed pursuant to Article 13. In the event that permission is granted to a third party(s) to operate within the Contract Area such as for operations that are not related to Petroleum Operations, operations involving reservoir(s) that have been relinquished pursuant to Article 5, ROC shall take necessary measures to ensure that such operations within the Contract Area shall not obstruct, hinder, or unduly interfere with Petroleum Operations. ROC shall indemnify and hold Contractor harmless of any damage, cost, or delay caused by or resulting from any such third party operations.
- 9.2 [_____] shall serve as Contractor's Operator to conduct Petroleum Operations. Promptly upon Effective Date, [_____] shall agree with ROC an interim Work Program and Budget capable of lasting until the approval of the Exploration Plan pursuant to Article 11.2.
- 9.3 Contractor shall not change the Contractor's Operator without the prior written consent of ROC.
- 9.4 It is understood that any commitments entered into by ROC prior to the Effective Date shall be honored and funded by Contractor, which funding shall be Petroleum Costs. However, Contractor shall have the right to review these commitments and, following consultation with the ROC, may terminate such commitments subject to the provision of suitable alternative arrangements, provided, however, the financial consequences of such termination shall be the liability of Contractor.
- 9.5 Not later than the twentieth (20th.) day of each Month, the Operator shall furnish

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Contractor with a detailed written estimate of its total cash requirements for the succeeding Month expressed in Dollars, in accordance with approved Work Programs and Budgets.

Such estimate shall take into consideration any cash expected to be on hand at Month end. Payment by Contractor for the succeeding Month shall be made directly to the correspondent bank designated in Article 9.6 on the first (1st.) day of the Month, or the next following working day, if such day is not a working day.

- 9.6 Operator is authorized to keep at its own disposal abroad, in an account opened with a bank with a minimum credit rating of A in the publications of the Standard and Poor's Rating Group (or equivalent of Fitch Ratings or Moody's Investors Service), the foreign funds advanced by Contractor. Interest or similar income generated by the account shall be credited to the account. Withdrawals from said account shall be used for payment for goods and services abroad and for transferring to a local bank in the Republic of Iraq the required amounts to meet expenditures in Dinars for the Operator in connection with Petroleum Operations, converted at the applicable rate of exchange available as published by the Iraqi Central Bank on the date of conversion. Within sixty (60) days after the end of each Financial Year, Operator shall submit to the appropriate exchange control authorities in the Republic of Iraq a statement, duly certified by a recognized firm of independent auditors, showing the funds credited to the account, the disbursements made out of the account and the balance outstanding at the end of such Financial Year.
- 9.7 Operator shall diligently conduct Petroleum Operations in compliance with the Law, and in accordance with Best International Petroleum Industry Practices and ROC requirements.
- 9.8 Operator's activities above ground and underground shall be designed to achieve efficient and safe production of Petroleum from the Contract Area. Operator shall ensure that all materials, equipment, and facilities used in Petroleum Operations comply with generally accepted engineering norms, are of proper and acceptable design and construction, and are kept in good working order throughout the Term. The Parties shall at least one (1) Year before the expiry of this Contract agree on a detailed procedure for handing-over Contract Area, Petroleum Operations and related facilities to ROC as a going concern.
- 9.9 Operator shall take all appropriate and necessary measures, in accordance with the Law, to safeguard the environment and prevent pollution which may result from Petroleum Operations, and to minimize the effect of any pollution which may occur, as defined in Article 41.
- 9.10 Each of ROC, Contractor and Operator shall take all appropriate and necessary measures, in accordance with the Law and international standards to uphold transparency, accountability and the strict observance of general business ethics and anti-corruption laws and regulations. ROC, Contractor and Operator shall develop procedures and guidance documents to secure compliance with the above.
- 9.11 Operator shall conduct Petroleum Operations in accordance with the provisions of this Contract under the general supervision and control of the JMC.
- 9.12 Operator shall:
- (a) provide all qualified personnel required for the Petroleum Operations, giving first priority to Iraqi nationals, provided the Iraqi nationals have the required

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qualifications and experience and Iraqi nationals shall comprise a gradually increasing part of Contractor's personnel and in any event shall comprise at least fifty percent (50%) of Contractor's personnel by the end of the fourth (4th) Year following the Effective Date. This percentage shall be increased to eighty-five percent (85%) of Contractor's personnel by the end of the eighth (8th) Year following the Effective Date and thereafter for the remainder of the Term. Notwithstanding the foregoing, Contractor shall prepare and carry out the required training programs to train and develop the skills and experiences of Iraqi nationals with a view to qualifying them in order that they assume the operational and management positions;

- (b) adhere to employment and training programs which shall aim at the Iraqization of Operator's manpower; all pursuant to Article 26.4.;
 - (c) utilize Sub-Contractors and suppliers of proven capability and professional experience on a competitive basis and in accordance with the Procurement Procedures established pursuant to Articles 9.14 (c). Any purchase order and sub-contract shall be in accordance with approved Work Programs and Budgets. The cost estimation of any purchase order or sub-contract, exceeding Operator's tender authority to award such purchase order and sub-contracts as per Articles 9.12 (e) and (f), shall be jointly estimated with ROC before launching any tender;
 - (d) Operator may award any individual purchase order or sub-contract up to and including five million US Dollars (US\$ 5,000,000) in value in accordance with the Procurement Procedures approved by the JMC, giving details of the bids received and the basis for the award to the JMC, as required by the Procurement Procedures;
 - (e) Operator may award any individual purchase order or sub-contract above five million US Dollars (US\$ 5,000,000) and up to and including twenty million US Dollars (US\$ 20,000,000) in value provided that prior approval shall be obtained from the JMC before awarding any individual purchase order or sub-contract, giving details of bids received and the basis for the recommended award to the JMC, as required by the Procurement Procedures;
 - (f) Operator may award any individual purchase order or sub-contract above twenty million US Dollars (US\$ 20,000,000) in value provided that prior written approval shall be obtained from the JMC and ROC before awarding any individual purchase order or sub-contract, giving details of bids received and the basis for the recommended award to the JMC and ROC, as required by the Procurement Procedures. Where an award has been approved by the JMC, ROC approval shall not be unreasonably withheld; provided that the period taken by ROC for the approval shall not exceeds ninety (90) days. If ROC communicates within the specified period its non-approval of the award in question then the matter shall be promptly referred to the senior management of the Parties for resolution; and
 - (g) prepare and issue reports pursuant to Article 15, and provide any further information as may reasonably be required by ROC.
- 9.13 Operator shall place fixtures and installations inside and outside the Contract Area as necessary to carry out Petroleum Operations, in accordance with approved Plans. Transportation Facilities that are integrated into the Transportation System shall be handed over upon completion and commissioning to the Transporter, which will

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thereafter be responsible for the operation and maintenance thereof, in accordance with the provisions of Addendum Two and the subsequent Petroleum Transfer Agreement.

- 9.14 Promptly after the Effective Date, but not later than six (6) months thereafter, Operator shall prepare and submit for JMC approval, in accordance with Article 12, the following operating procedures:
- (a) Employment Procedures and personnel regulations for locally recruited personnel including scales of salaries, wages, benefits, and all allowances applicable to the respective grade of staff and employees, together with employment requirements such as standard job descriptions and qualifications to fill the jobs, all in accordance with the Law and local market conditions;
 - (b) Salaries, benefits and allowances to be paid in the Republic of Iraq to Contactor's personnel and assigned personnel, as agreed with ROC;
 - (c) Procurement Procedures including tendering, bidding and contract awarding procedures for engineering, drilling, construction and all other service contracts, and procedures for purchasing materials and equipment, all on a competitive basis (unless otherwise agreed by the JMC), taking into account provisions of this Contract, Best International Petroleum Industry Practices and the Law, exception shall be given to Government's entity(s) although such entities' prices might be higher than the international market prices by a percentage to be specified by the Law; and
 - (d) detailed accounting system to be adopted by Operator and agreed on with ROC based on the provisions of Annex C.

(End of Article 9)

ARTICLE 10 –GAS AND NATURAL GAS LIQUIDS

- 10.1 Gas shall not be flared except pursuant to the Law, and as provided herein.
- 10.2 Operator may use the Gas produced from the Contract Area for Petroleum Operations under this Contract free of charge, including injection or re-injection into Reservoir(s) for the purpose of pressure maintenance, enhanced recovery or temporary storage, or any other purpose included in an approved Development Plan.
- 10.3 Operator may flare gas as necessary for testing and maintenance with the prior written consent of ROC. Notwithstanding the foregoing, Operator may flare Gas in the event of an emergency provided that the period and volume of Gas flaring shall be kept to the absolute minimum and notice shall be promptly provided to ROC explaining the nature of the emergency and the necessity for flaring.
- 10.4 Contractor shall submit to the JMC a Development Plan which shall include schemes for treating, processing, utilization and/or disposal of the Gas produced from the Contract Area and not used in Petroleum Operations where technically and economically feasible. In such event, Contractor shall, as a substantial obligation, finance and build the necessary facilities (Gas plant) to treat and process Gas. Such Gas plant shall be built and commissioned in one or more phases and at such times as necessary to accommodate the production levels of Gas anticipated in the Development Plan.

The timing and phasing for the construction and commissioning of the Gas plant shall be built in phases to accommodate all produced Gas.

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- 10.5 Contractor shall finance and/or build Transportation Facilities downstream of the Transfer Point. Transportation Facilities financed and built by Contractor related to the transportation of Petroleum beyond the Transfer Point shall be handed over upon completion and commissioning to the relevant Iraqi entity designated by ROC, which shall thereafter be responsible for the operation and maintenance thereof. All costs and expenses incurred by Contractor in connection with this Article shall be recovered as Petroleum Costs. All costs and expenses incurred by Contractor in connection with the production, treatment, processing, reinjection, transportation, delivery, and disposal of Gas upstream and downstream of the Transfer Point shall be recovered as Petroleum Costs.
- 10.6 In the case of sour gas Contractor shall extract and make available the sulfur to ROC in the form of granules, flakes or bars and shall be saved in an appropriate and safe manner.
- 10.7 ROC and Contractor may enter into a separate agreement in respect of the commercialization of Dry Gas in markets outside of the Republic of Iraq, including without limitation the development of export infrastructure.
- 10.8 Associated Gas produced from an Oil Field shall be processed in the facilities of a Gas Field (if any) in the Contract Area in accordance with Article 3.10(a).

(End of Article 10)

ARTICLE 11 –PLANS AND WORK PROGRAMS

- 11.1 Contractor shall carry out Petroleum Operations under this Contract in accordance with approved Plans, Work Programs and Budgets.
- 11.2 Within six (6) months from the Effective Date, Contractor shall submit for ROC's approval the Exploration Plan setting forth the proposed Exploration activities on the Contract Area during the Exploration Period, including required De-Mining activities, along with an Exploration Work Program and Budget for the remainder of the current Calendar Year.
- 11.3 No later than first October of each Calendar Year Contractor shall submit for approval by JMC, a Work Program and Budget setting forth the Petroleum Operations which Contractor shall carry out during the next Calendar Year, including the forecast of production schedules and estimated budgets for the succeeding four (4) Calendar Years, along with any update to the Exploration Plan, Appraisal Plan(s) or Development Plan(s) and monthly schedule of planned production. The Work Program and Budget shall be consistent with Plan (including but not limited to Planned Production Rate).
- 11.4 Contractor shall use advanced Exploration techniques, consistent with Best International Petroleum Industry Practices, in exploring for Hydrocarbons within the Contract Area. The Exploration Work Program and Budget, and updated Exploration Plan, shall include but not be limited to:
- (a) objectives and results expected to be achieved;
 - (b) specification of De-Mining activities to be undertaken during the Exploration Period, including references to particular activities described in the Exploration Plan and maps of the area(s) proposed to be de-mined;
 - (c) specification of the Exploration Operations to be carried out, including geological, geophysical, and geochemical surveys and drilling;
 - (d) proposed location maps for any seismic lines to be acquired;

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- (e) proposed acquisition geometries, parameters and coverage density for any 2D or 3D seismic lines to be acquired;
 - (f) detailed location maps and geological cross-sections for Exploration Wells and horizons of interest; office studies to be performed;
 - (g) any hazardous activities to be conducted;
 - (h) details regarding security arrangements; and
 - (i) any access, transportation or utility requirements.
- 11.5 Any Appraisal Plan prepared pursuant to Articles 3.5 or 3.6 shall include, but not be limited to:
- (a) location map of the Discovery Well(s);
 - (b) formation test, core and fluid analysis results from the Discovery Well(s);
 - (c) acquisition program for 3D seismic (and 2D, if proposed);
 - (d) drilling program, including detailed location maps for the Appraisal Wells;
 - (e) coring, formation testing and logging programs;
 - (f) such other tests or evaluation as may be required in accordance with Best International Petroleum Industry Practices; and
 - (g) timetable and schedule for the activities.
- 11.6 All Plans and production schedules shall be based on sound geological, reservoir, engineering, economic, and health, safety and environmental principles, all in accordance with the Best International Petroleum Industry Practices, and with the objective of optimizing production and maximizing the volume of Petroleum to be recovered from the Contract Area on a cost effective basis; provided, however, that the reservoir pressure shall be maintained above the bubble point pressure. A Development Plan shall envisage Petroleum Operations over the entire life of the Field(s), and include but not be limited to the following information:
- (a) executive summary providing a description of development strategy and development concept, as well as the rationale for the choices that have been made, including a summary of the economic, technical, environmental and safety aspects of the proposed development;
 - (b) maps for each Reservoir showing the development area; gas, oil and/or water contact outlines; existing and proposed Wells;
 - (c) field description, including static and dynamic Reservoir descriptions and models;
 - (d) estimates of Hydrocarbons initially in place and Oil, Gas and NGL reserves over the life of the Field(s) in accordance with SPE/PRMS guidelines;
 - (e) depletion plan, including: Reservoir development plan; production technology to be used; expected Well design and performance; description of production and processing facilities to be installed;
 - (f) production profiles for Oil, Dry Gas, NGLs, water and sulfur (if applicable) on an annual basis for the duration of the Contract, including specifying the target for the First Commercial Production Date, the proposed Plateau Production Target and Plateau Production Period. Unless agreed otherwise by ROC, the First Commercial

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Production Date shall be achieved within four (4) Years of the date of approval of the Development Plan;

- (g) proposed Well co-ordinates and types of Wells (e.g., producers, injectors, vertical, horizontal, fractured vertical or fractured horizontal);
- (h) a map showing the surface location of all proposed facilities and the Wells each will serve; other facilities in the area;
- (i) information on facilities for transportation or utilization of Petroleum;
- (j) locations of the Production Measurement Point(s) and Transfer Point(s);
- (k) details of proposed environmental assessments in accordance with Article 41;
- (l) an outline plan for the Abandonment of Wells, decommissioning of facilities and site restoration as a basis for the Abandonment Plan prepared pursuant to Article 42.2;
- (m) project schedule; Capital Costs and Operating Costs on an annual basis for the duration of this Contract;
- (n) details of commercial arrangements relating to the use of any third party facilities or pipelines;
- (o) descriptions of any phasing of development or future investment requirements;
- (p) proposals relating to any additionally required Appraisal;
- (q) a description of any Petroleum processing and transportation agreements or other off-take arrangements, including the principal terms of such arrangements, the location of the relevant Production Measurement, Transfer and Delivery Point(s), and any Transportation Facilities to be constructed;
- (r) a statement and schedule of, and Specific Costs incurred prior to the Declaration of Commerciality and to be recovered from this Development Area;
- (s) other issues unique to the development in question that may be required following discussions with ROC; and
- (t) an updated economic analysis of the development prepared pursuant to Article 3.7(b)(xii), including cash flows on an undiscounted basis and at a ten percent (10%) discount rate, discounted to both the Effective Date and the date of the Declaration of Commerciality, for both the project and the Contractor.

(End of Article 11)

ARTICLE 12 –APPROVALS

- 12.1 No Petroleum Operations shall be carried out unless and until the Plan and relevant Work Program and Budget, have been duly approved in accordance with this Article 12, except as otherwise agreed between the Parties in respect of preparatory works.
- 12.2 Contractor shall prepare and submit to the JMC, in a timely manner its proposals concerning the Plans, or their Revisions as well as the Work Programs and Budgets or their Revisions, and the Employment, Accounting and Procurement Procedures; all accompanied by supporting studies, data and information, for approval in accordance with the following procedure:

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- (a) within thirty (30) days of receiving Contractor's initial proposal, or ten (10) days of receiving a revised proposal in respect of the Work Program and Budget, or any of the Employment, Accounting or Procurement Procedures, the JMC shall either approve the proposal or return it to Contractor with recommended changes. Contractor shall, within a further fourteen (14) days of receiving recommended changes, amend the documents in accordance with such recommended changes and re-submit the proposal to the JMC for approval;
 - (b) within two (2) months of receiving Contractor's proposed Plan, or thirty (30) days of receiving a Revision, the JMC shall review the Plan or Revision and pass to ROC for endorsement or return to Contractor with recommended changes. Contractor shall amend the Plan or Revision in accordance with such recommended changes and re-submit to the JMC for recommendation to ROC no later than twenty (20) days thereafter;
 - (c) within thirty (30) days of receiving a Plan or Revision from the JMC, ROC shall approve or withhold approval for such Plan or Revision. ROC shall not unreasonably withhold approval for a Plan or Revision and in the event ROC withholds approval of a Plan or Revision it shall provide written advice to Contractor giving the reasons for its withholding approval;
 - (d) it is understood that the Parties shall make their best endeavors to expedite the approval process through close interaction and consultation, and, if necessary, through the intervention of their senior managements; and
 - (e) if certain line items of the Work Program or Budget remain unresolved after submission to senior management, the Parties agree that Contractor and Operator will be authorized to act as though the most recent submission by Contractor, less the unresolved line items, has been approved until such time as final resolution of the disputed items has occurred.
- 12.3 Time periods in Article 12.2 shall be subject to appropriate extensions corresponding to any delay resulting from Force Majeure. After the approval of the Work Program and Budget by the JMC, it shall be implemented by Operator under the general supervision and control of the JMC. Operator may make some changes to the details of an approved Work Program or Budget regarding the major line items with the prior approval of the JMC, these changes shall not change the budgeted amount for each major line item by more than ten percent (10%), which shall not change the total approved Budget by more than five percent (5%), unless such changes are warranted under emergency or extraordinary circumstances requiring immediate action, including but not limited to safeguarding lives or property, protection of the environment or for health reasons. Such emergency changes shall be reported by Operator to the JMC and ROC within five (5) working days. The prior approval of the JMC regarding the major line items' changes shall be granted within fifteen (15) days provided that such approval is within the JMC authorities
- 12.4 Any modification to an approved Plan that alters the general objectives of that Plan or changes the total estimated cost by more than ten percent (10%) shall be considered a Revision which shall be subject to approval in accordance with this Article 12.
- 12.5 ROC shall have the right to review the proposed level of production in respect of any proposed or approved Work Program and may, upon written notification, require Contractor and/or Operator to modify the rate of production from the Contract Area for any of the following reasons:

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- (a) to avoid material damage to reservoirs (including damage that may occur where reservoir pressure drops below the bubble point pressure);
 - (b) for health, safety or environmental considerations;
 - (c) for short-term operational requirements required to bring Petroleum Operations into compliance with Best International Petroleum Industry Practices;
 - (d) for Government imposed curtailment; or
 - (e) for curtailments due to failure of Transporter to receive Crude Oil or Dry Gasat Transfer Points through no fault of Contractor or Operator.
 - (f) production of Crude Oil, Dry Gas and LPG out of the specifications set out in Annex G.
- 12.6 ROC, after consultation with Contractor, may provide written notice to Contractor requesting the funding and execution of specific works or building of specific facilities not included in approved Plans or associated Work Programs and Budgets. In such event, Operator shall amend the relevant Work Program, Budget or Development Plan within ninety (90) days of receiving such notice. All costs associated with the construction and operation of the additional works or facilities paid for by Contractor shall be considered as Petroleum Costs.

(End of Article 12)

ARTICLE 13 –JOINT MANAGEMENT OF PETROLEUM OPERATIONS

- 13.1 The Parties shall establish, within thirty (30) days from the Effective Date, the Joint Management Committee (JMC) for the purpose of general supervision and control of Petroleum Operations. Unless agreed otherwise, ROC shall nominate ____ (__) members, including the chairman. Contractor shall nominate ____ (__) members, including the deputy chairman and the secretary. The Parties shall also designate one alternate to each of their members and shall promptly inform each other in writing of any change of the members or alternates.
- 13.2 JMC shall have the following duties and authorities related to Petroleum Operations:
- (a) review and recommendation of Plans and any Revisions thereof;
 - (b) review and recommendation of Declaration of Commerciality;
 - (c) review and approval of annual Work Programs and Budgets, production schedules, and any Revisions thereof;
 - (d) review and approval of Employment Procedures, Procurement Procedures and Accounting Procedures pursuant to Article 9;
 - (e) review and/or approval of the award of contracts to Sub-Contractors and purchase orders as applicable pursuant to Article 9.12(e) and (f);
 - (f) approval of training programs and Iraqization plans for integrating Iraqi personnel into various aspects of Petroleum Operations, pursuant to Articles 9.12(a) and (b) and Article 26.2;
 - (g) supervision and control of the implementation of approved Exploration Plans, Appraisal Plans, Development Plans and Work Programs and the overall policy of Operator;

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- (h) review and approval of manpower levels and organization chart of Operator;
 - (i) review of quarterly statements, annual accounts and other financial statements related to Petroleum Operations;
 - (j) review of periodical and other reports submitted by Contractor or Operator and issue comments and recommendations to ensure proper implementation of Petroleum Operations in accordance with the provisions of this Contract; and
 - (k) recommendation of the appointment of the independent auditor pursuant to Article 20.4.
 - (l) review and recommend to ROC the salaries, benefits and allowances of Contractor's personnel and assigned personnel.
- 13.3 Decisions of the JMC shall be taken by unanimous vote of the members or their alternates present at the meeting or by proxy. The quorum shall be at least ____ () members or alternates of each Party. Decisions taken by the JMC shall be recorded in official minutes signed by the members present and communicated by the Operator to the Parties. In the event that the JMC is unable to reach a unanimous decision in respect of any issue for which it is responsible under this Contract, then the issue shall be promptly referred to the senior management of the Parties for resolution.
- 13.4 JMC shall meet whenever necessary or expedient for the implementation of this Contract and at any time a Party requests a meeting to be held. In any event the JMC shall meet at least four times per Year, ideally every Quarter. A meeting of the JMC may be convened by either Party giving not less than twenty (20) days prior written notice to the other Party or, in a case requiring urgent action, by giving reasonable shorter notice, with decisions by way of circulated written resolutions. Operator shall prepare and communicate to the members of the JMC the agenda and necessary documents, at least seven (7) days prior to the JMC meetings (or as soon as possible in the case of a meeting requiring urgent action). Either Party may add, with seven (7) days prior notice except in the case of emergency, any matter related to Petroleum Operations.
- 13.5 JMC may adopt such procedures as it deems appropriate regarding the conduct of its functions, meetings, and other related matters. For the purpose of facilitating the conduct of its functions, the JMC may appoint such appropriate sub-committees as shall from time to time be required.
- 13.6 All reasonable costs incurred by Contractor and approved by the JMC for the carrying out of JMC's or its sub-committees' duties shall be considered as Petroleum Costs.
- 13.7 Decisions made by JMC shall not release Contractor from its obligations under this Contract.

(End of Article 13)

ARTICLE 14 – DATA AND SAMPLES

- 14.1 All original Data obtained by Contractor or the Operator in carrying out Petroleum Operations shall be the property of ROC. All original Data and any acquired software used for the processing and analyzing Data shall be properly kept inside the Contract Area or any adequate place inside the Republic of Iraq.
- 14.2 Contractor and Operator shall provide ROC, free of charge, with copies of any and all data and studies obtained as a result of Petroleum Operations including, but not limited to,

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geological, geophysical, geochemical, petro physical, engineering, well logs, maps, magnetic tapes, samples, cores, cuttings and production data as well as all interpretative and derivative data, including reports, analyses, interpretations and evaluation prepared in respect of Petroleum Operations (hereinafter referred to as "Data"). Contractor and Operator shall have the right to make use of such Data, free of charge, for the purpose of Petroleum Operations.

- 14.3 Contractor and Operator may retain copies or samples of material or information constituting the Data for use in Petroleum Operations and, with the approval of ROC, original material. Where such material is capable of reproduction or division, and when originals have first been delivered to ROC, Contractor and Operator may export samples or other reproduced material for processing or laboratory examination or analysis, giving priority to conduct such analysis in the Republic of Iraq. Contractor and Operator shall guarantee the proper handling and keeping of exported samples, and that such exports shall be returned to the Republic of Iraq within a maximum period of two (2) months from the date of completion of any study, analysis or processing thereof, except for the consumable samples and materials.
- 14.4 Contractor and Operator shall save and keep in the Republic of Iraq, for a minimum period of one (1) Year, representative portions of each sample of cores and cuttings taken from drilled Wells, to be disposed of or forwarded to ROC in a manner directed by ROC.
- 14.5 Contractor shall work with ROC to cause the establishment of entities and organizations in the Republic of Iraq capable of analyzing and processing Data obtained during Petroleum Operations. Contractor shall contract the Iraqi institutes and scientific centers to perform Data analysis and relevant studies to the extent that such institutes have the required capabilities.

(End of Article 14)

ARTICLE 15 –REPORTS AND RECORDS

- 15.1 Operator shall report in writing to the Parties the progress of Petroleum Operations, in a form specified by ROC and as may be modified from time to time, according to the following schedule:
- (a) within fourteen (14) days of the end of each Month covering the previous Month;
 - (b) within one (1) Month of the last day of March, June, September and December covering the previous Quarter; and
 - (c) within three (3) Months of the last day of December covering the previous Calendar Year.
- 15.2 A report under Article 15.1 shall contain, without limitation, the following in respect of the period which it covers:
- (a) details of Petroleum Operations and the factual information obtained;
 - (b) description of the area in which Contractor and Operator have operated;
 - (c) account of the expenditure on Petroleum Operations in accordance with the Accounting Procedures;
 - (d) maps indicating all bore-holes, Wells and other Petroleum Operations; and
 - (e) details of all sub-contracts awarded.

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- 15.3 Contractor and Operator shall prepare at all times accurate and current records of their operations. Such records shall be maintained by Contractor and Operator in accordance with procedures to be established by Contractor and approved by the JMC, and in accordance with Best International Petroleum Industry Practices.
- 15.4 Operator's reports and records on Petroleum Operations shall be maintained and kept inside the Republic of Iraq and comply with the Law.
- 15.5 Excluding technical reports, all reports as requested by ROC, including JMC minutes of meetings, shall be prepared and submitted by Operator to ROC in both English and Arabic languages.

(End of Article 15)

ARTICLE 16 –ACCESS AND INSPECTION

- 16.1 ROC's duly authorized inspectors shall, upon written prior notice to the Operator and Contractor, have access to the Contract Area and any other area where Petroleum Operations are being carried out, for the purpose of inspection of the same. Such inspectors may examine the books, registers, reports and records of Operator and may require Operator to make a reasonable number of surveys, drawings, tests and the like for the purpose of enforcing the provisions of this Contract. They shall, for this purpose, be entitled to make reasonable use or inspection of devices, machinery and instruments used for measurement and other Petroleum Operations. The inspectors shall make all reasonable efforts to conduct any inspection in a manner that will result in a minimum of inconvenience and interruption to the Petroleum Operations, and the inspectors shall always take due account of the advice from the Operator and Contractor when conducting the inspections. Such inspectors shall be given assistance by the agents and employees of Operator to facilitate the objectives of their task and to avoid endangering or hindering the safety or efficiency of Petroleum Operations. Operator shall offer such inspectors all privileges and facilities afforded to its own staff in the Contract Area and shall provide them, free of charge, with reasonable office space and adequately furnished housing and lodging while they are in the Contract Area whether on a temporary or permanent basis.
- 16.2 Competent Government authorities (including the General Inspector's Office, the Supreme Board of Auditing and the Integrity Commission) shall have access to the Contract Area and to the operations conducted therein by Operator at any time in order to carry out their duties in accordance with the Law. Operator shall offer the necessary assistance and services to such authorities free of charge in order to facilitate their objectives.
- 16.3 Reasonable costs and expenses incurred by Contractor or Operator in implementing the provisions of this Article shall be considered as Petroleum Costs.

(End of Article 16)

ARTICLE 17 –MEASUREMENT, TRANSFER, AND DELIVERY OF PETROLEUM

- 17.1 The volume and quality of Petroleum shall be measured at Production Measurement Point(s) immediately upstream of the relevant Transfer Point(s). The location of the Production Measurement Point(s) and Transfer Point(s) shall be specified in approved Plans.

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- 17.2 In accordance with Addendum Two, the Operator shall deliver Petroleum to Transporter(s), on behalf of ROC, at the respective Transfer Point(s). The transportation of Petroleum from the Transfer Point(s) shall be carried out by the Transporter(s), under the terms of Addendum Two and the subsequent Petroleum Transfer Agreements. Transporter(s) shall act exclusively on behalf of ROC, and Contractor and Operator shall have no liability or obligations in respect of the transportation of Petroleum from the Transfer Point(s) except as set forth in Article 17.6.
- 17.3 Methods and procedures for measurement of volume, quality and specifications of Crude Oil, Dry Gas and LPG, as provided in Annex G, at the Production Measurement Point(s) shall be in accordance with Addendum Two and the subsequent Petroleum Transfer Agreements. Methods and procedures for measurement of volume, quality and specifications of Export Oil at the Delivery Point shall be in accordance with SOMO's standards practices in respect of the Export Oil.
- 17.4 Petroleum from the Contract Area may be commingled with correspondent streams produced from other fields, Contractor's responsibility in respect of Petroleum specifications provided in Annex G shall be limited up to the Transfer Point(s).
- 17.5 The volume of Export Oil that may be lifted by Contractor at the Delivery Point(s) shall be determined in accordance with Articles 18 and 19. The quality of Export Oil that may be lifted by Contractor at the Delivery Point(s) shall be any available standard Iraqi Export Oil.
- 17.6 Prior to delivery at the Transfer Point(s), Crude Oil, Dry Gas and LPG shall satisfy the quality, conditions and specifications defined in Annex G.

(End of Article 17)

ARTICLE 18 –VALUATION OF PETROLEUM

- 18.1 It is the intent of both Parties that the pricing of Export Oil for all purposes under this Contract shall reflect the prevailing export market price FOB Delivery Point.
- 18.2 The Export Oil Price for each quantity and quality of Export Oil that may be lifted by Contractor shall be SOMO's declared OSP for:
- (a) the scheduled Month of loading for such quantity;
 - (b) the quality and Delivery Point for such quantity; and
 - (c) the final destination to which such Export Oil is to be delivered.
- For the avoidance of doubt in calculating the Export Oil Price for any quantity of Export Oil, the standard provisions stipulated in Addendum Three, the Export Oil Sales Agreement, shall be applied.
- 18.3 In the event that Export Oil market conditions oblige SOMO to adopt a different pricing mechanism, SOMO shall promptly advise Contractor of the new pricing mechanism.
- 18.4 The determination of the Export Oil Price, as above, (used for actualizing the quantities of Export Oil that may be lifted by Contractor in each Month of the said Lifting Quarter) as well as adjustments required to the quantity of Export Oil to be lifted (due to the timing between estimated and actual dates of lifting) shall be pursuant to Addendum Three and Annex C (Article 9.6).
- 18.5 Contractor may cooperate with SOMO in areas such as:

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- (a) assessment of worldwide evolution in export qualities of crude oil;
- (b) market studies and outlet forecasts in various market areas; and
- (c) other information concerning Export Oil market conditions.

The costs of such cooperation shall be paid by Contractor.

(End of Article 18)

ARTICLE 19 –PETROLEUM COSTS AND REMUNERATION

- 19.1 For the Petroleum Operations performed under this Contract, and in accordance with Article 27, Contractor shall be entitled to Petroleum Costs and Remuneration.
- 19.2 In any Quarter, ROC shall be entitled to Royalty of twenty-five percent (25%) of the Deemed Revenue.
- 19.3 Contractor shall start charging Petroleum Costs to the Operating Account as from the Effective Date, in accordance with this Contract and the Accounting Procedures, but the same shall be due and payable in accordance with Article 19.5 and the Accounting Procedures (Annex C).
- (a) Petroleum Costs applicable to the Contract Area shall include:
 - (i) all De-Mining costs incurred within the Contract Area;
 - (ii) all Exploration Expenditures incurred prior to the Declaration of Commerciality;
 - (iii) all Appraisal Expenditures incurred prior to the Declaration of Commerciality;
 - (iv) Capital Costs and Operating Costs incurred in addition to those described above, excluding any costs listed in Clause 10 of Annex C;
 - (v) payments to the Infrastructure Fund made in accordance with Article 26.5;
 - (vi) payments made for environmental remediation pursuant to Article 41.17; and
 - (vii) other costs incurred at the direction of ROC and incidental to activities within the Contract Area.
- 19.4 Contractor shall become entitled to Remuneration and shall start charging the same to the Operating Account only from the Eligibility Date. For the Quarter in which Remuneration first becomes payable, the Remuneration shall be an amount equal to the product of the Remuneration Percentage Bid and Remaining Net Deemed Revenue from the Eligibility Date to the end of that Quarter.
- (a) For any subsequent Quarter, the Remuneration shall be an amount equal to the product of the Remuneration Percentage Bid and Remaining Net Deemed Revenue.
 - (b) For any Quarter in respect of which Remuneration is due and payable, the Remuneration Percentage Bid shall be adjusted by multiplying it by the Performance Factor. However, any adjustment of this Remuneration Percentage Bid shall cease for so long as the following cases shall apply: (i) Government imposed production curtailment under Article 12.5(d); or (ii) where normal

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production is curtailed or suspended through failure of the Transporter(s) to receive the same at the Transfer Point(s) at no fault of the Operator or Contractor under Article 12.5 (e).

19.5 Petroleum Costs and Remuneration

- (a) No Petroleum Costs or Remuneration shall be payable until the Eligibility Date which shall be the date upon which both of the following have occurred: (i) the obligations referenced in Article 6 and described in Annex E have been completed; and (ii) the First Commercial Production Date.
- (b) Petroleum Costs and Remuneration due to Contractor shall be paid without interest in Export Oil at the Delivery Point, in accordance with an invoice prepared pursuant to Clause 9 of the Accounting Procedures (Annex C). Such invoice shall be submitted by Contractor to ROC, reviewed and approved by ROC in accordance with Annex H. For payment of Petroleum Costs and Remuneration, the Export Oil Price shall be determined in accordance with Article 18 and the payment made pursuant to Addendum Three.
- (c) Petroleum Costs and Remuneration shall become due and payable upon invoicing starting with the Quarter following the Quarter in which the Eligibility Date occurs in accordance with an invoice prepared pursuant to Clause 9 of Annex C. Such invoice shall be submitted by Contractor to ROC, reviewed and approved by ROC in accordance with Annex H.
- (d) The Export Oil Price shall be determined in accordance with Article 18 and lifting shall be scheduled in accordance with an agreement reached between Contractor and SOMO pursuant to Addendum Three. Petroleum Costs and Remuneration shall be deemed to cover all costs, expenses, liabilities and Remuneration to Contractor under this Contract. ROC shall not be obliged to pay any other compensation whatsoever to Contractor for the fulfillment of its obligations under this Contract.
- (e) In respect of Petroleum Costs, in any Lifting Quarter due and payable Petroleum Costs shall be paid to Contractor to the extent of the Percentage of Net Deemed Revenue. The Percentage of Net Deemed Revenue shall be determined by reference to SOMO's average OSP during the Spending Quarter and in accordance with the following formula:

Percentage of Net Deemed Revenue = (Average OSP / 50) * (70%) * Net Deemed Revenue

The said formula shall be applied throughout the Term, provided that where the average OSP is equal to or less than twenty-one point five US Dollars (US\$ 21.50) per Barrel, the Percentage of Net Deemed Revenue shall be thirty percent (30%) of Net Deemed Revenue and where the average OSP is equal to or greater than fifty US Dollars (US\$ 50.0) per Barrel, the Percentage of Net Deemed Revenue shall be seventy percent (70%) of Net Deemed Revenue.

- (f) In respect of Remuneration, in any Lifting Quarter due and payable Remuneration shall be paid to Contractor as an amount equal to the product of the Remuneration Percentage Bid and Remaining Net Deemed Revenue.

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- 19.6 Contractor shall not be entitled to Remuneration in respect of the volume of Net Production produced and delivered at the Transfer Point(s) out of the specifications set out in Annex G.
- 19.7 Subject to Article 8, any due and payable Petroleum Costs and Remuneration that remain outstanding at the termination or expiry of this Contract shall be paid within three (3) months thereof, or under such other terms as may be agreed by the Parties.

(End of Article 19)

ARTICLE 20 –BOOKS OF ACCOUNT, ACCOUNTING AND AUDIT

- 20.1 Contractor and Operator shall maintain at their business offices in the Republic of Iraq books of account in accordance with the Accounting Procedures and accepted accounting practices generally used in the international petroleum industry, and such other books, records and original supporting documents as necessary to show the work performed and Petroleum Costs incurred and Remuneration earned including the quantity and value of all Petroleum produced, saved, and delivered as well as the quantity and value of Export Oil received by Contractor at the Delivery Point.
- 20.2 Contractor and Operator shall keep their books of account and accounting records in Dollars and in the Arabic and English languages. Contractor and Operator shall also prepare and keep an Arabic summary of these books of account and accounting records.
- 20.3 Contractor and Operator shall provide to ROC or its designee monthly reports showing the quantity of Petroleum produced and saved from the Contract Area in a form specified by ROC and as may be modified from time to time. Such reports shall be prepared in accordance with practices generally used in the international petroleum industry and in a form agreed upon with ROC. The reports shall be signed by the authorized representatives of Contractor and Operator or their deputies and delivered to ROC or its designee within fourteen (14) days after the end of the Month covered by such report.
- 20.4 The Parties shall jointly appoint an independent auditor of appropriate qualification and standing and duly licensed to practice in the Republic of Iraq, in accordance with relevant provisions of the Law, to audit all the books and accounts of Contractor and Operator on an annual basis and report thereon. The cost of such audit shall be considered as Petroleum Costs. The auditors shall confirm, inter alia, that:
- (a) the records of Petroleum Costs and Remuneration are correct and in accordance with this Contract;
 - (b) the costs are properly classified in accordance with the expenditure classification;
 - (c) documentation exists to justify such costs and expenditures; and
 - (d) no evidence exists of any fraudulent records and accounts in respect of the costs incurred.
- 20.5 Contractor and Operator shall, within forty-five (45) days after the end of each Quarter, submit to ROC a statement of Petroleum Costs incurred and Remuneration earned by Contractor during such Quarter in accordance with Annex C and the Accounting Procedures.
- 20.6 Contractor shall submit to ROC a set of accounts audited by the independent auditor for each Calendar Year within three (3) Months from the last day of that Calendar Year to show the results of Petroleum Operations.

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- 20.7 Contractor's and Operator's books, records and necessary supporting documents shall be made available for auditing by ROC at any time during regular working hours for eighteen (18) Months from the end of each Quarter to which such documents relate. If within such period, ROC has not advised Contractor of its objections thereto, those books, records and supporting documents shall be deemed approved.
- 20.8 If the ROC has an objection to any costs, expenses or fees as reported and invoiced by the Contractor in accordance with Annex H, ROC will notify the Contractor in writing within thirty (30) days of receiving an invoice specifying the justified reasons for its objection but shall pay only the undisputed amount. Within three (3) months from the date of Contractor's receipt of ROC's objection, Contractor and ROC shall mutually agree to either seek in good faith an acceptable solution or nominate one (1) or more Experts to settle the matter. If the matter is referred to an Expert, the Expert shall, within the three (3) month period following its appointment, provide its solution to the dispute that is in line with the provisions of this Contract and Annex C. Failing such settlement, either Party may refer the matter to arbitration pursuant to Article 37.
- In accordance with Annex H, if ROC has an objection to any costs, expenses or fees as reported and invoiced by Contractor, ROC shall notify Contractor in writing the reasons for its objection and shall pay only the undisputed amounts pending resolution of the matter. Within three (3) months from the date of Contractor's receipt of ROC's objection, Contractor and ROC shall mutually agree to either seek in good faith an acceptable solution or otherwise nominate one (1) or more Experts to settle the matter. If the matter is referred to an Expert, the Expert shall, within the three (3) month period following its appointment, provide its solution to the dispute that is in line with the provisions of this Contract and the Accounting Procedures. Failing such settlement, either Party may refer the matter to arbitration pursuant to Article 37. Any disputed amounts subsequently found to be payable shall be incorporated in the next Contractor invoice. Should amounts previously paid by ROC subsequently be found not to be payable under this Contract, such amounts shall be reimbursed to ROC.
- 20.9 During the Term and for a period of three (3) Years thereafter, the books of account and other books and records referred to above shall be made available by Contractor and Operator at all reasonable times for auditing by duly authorized representatives of the Government, in accordance with the Law.

(End of Article 20)

ARTICLE 21 –EXCHANGE AND CURRENCY CONTROL

- 21.1 Contractor and Operator shall have the right of availability, free possession, use of, and internal and external disposal of foreign currency.
- 21.2 Contractor shall provide funds necessary for Petroleum Operations in the Republic of Iraq in freely convertible foreign currencies supplied from abroad.
- 21.3 Contractor and Operator are authorized to open and operate accounts in foreign banks outside of the Republic of Iraq and shall have the right to make payments out of the said accounts directly in foreign currencies for goods and services obtained for Petroleum Operations in the Republic of Iraq and to charge such payments in accordance with the provisions of this Contract without having first to transfer the funds for such payments to the Republic of Iraq.

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- 21.4 Contractor and Operator and non-Iraqi Sub-Contractors shall have the right to open and maintain bank accounts in foreign and/or local currencies in the Republic of Iraq in accordance with Central Bank of Iraq regulations and retain or dispose of any funds therein for its Petroleum Operations in accordance with Central Bank of Iraq regulations.

(End of Article 21)

ARTICLE 22 –TITLE TO ASSETS

- 22.1 All assets acquired and/or provided by Contractor and Operator in connection with or in relation to Petroleum Operations, the costs of which are subject to cost recovery in accordance with the provisions of this Contract, shall become the property of ROC upon their landing in the Republic of Iraq if acquired abroad or otherwise upon their acquisition.
- 22.2 Notwithstanding the above, Contractor and Operator shall be entitled to the full and free use of such assets for the purpose and duration of this Contract. During the Term, ROC and Contractor shall not assign, sell or otherwise dispose of such fixed and/or movable assets except by mutual agreement.
- 22.3 The provisions of Article 22.1 shall not apply to equipment leased by Contractor and Operator or belonging to Sub-Contractors that perform services or carry out works in connection with Petroleum Operations. Any Company, Operator and non-Iraqi Sub-Contractors may import such equipment on a temporary basis. Such equipment shall be re-exported from the Republic of Iraq subject to the provisions of Article 25, as and when it is no longer required for Petroleum Operations.

(End of Article 22)

ARTICLE 23 –TAXES

- 23.1 Each Company constituting Contractor shall keep books of account and be individually liable for and shall pay Tax in accordance with the Law.
- 23.2 In no event shall ROC be liable under this Contract for any taxes payable by Companies outside of the Republic of Iraq.
- 23.3 Each Company shall pay Corporate Income Tax at a percentage of thirty-five percent (35%) on the actually received Remuneration generated from the implementation of this Contract to the General Taxation Commission in accordance with the Law No.19 for year 2010.
- 23.4 In June of each year, each Company shall provide ROC with evidence of the Corporate Income Tax payment to the General Taxation Commission.
- 23.5 For the avoidance of doubt, the Employment, Training, Technology and Scholarship Fund under Article 26.2 and the Declaration of Commerciality bonus under Article 4 shall not be considered deductible for the purpose of determining the Corporate Income Tax.

(End of Article 23)

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ARTICLE 24 –PARTNERSHIP, INDEMNITY AND INSURANCE

- 24.1 It is expressly agreed that it is not the purpose or intention of this Contract to create, nor shall it be construed as creating, any partnership, joint venture, commercial partnership or other partnership between the Parties.
- 24.2 Contractor shall indemnify and hold ROC harmless against all and any claims, actions, demands and proceedings made by third parties arising out of any loss or damage resulting from an act or omission of Contractor and/or Operator or their Sub-Contractors in their conduct of Petroleum Operations. All costs incurred by Contractor to indemnify and hold ROC harmless as aforesaid shall be Petroleum Costs except in the case of Gross Negligence or Willful Misconduct on the part of Contractor and/or Operator or their Sub-Contractors.
- 24.3 Contractor shall be liable for, and indemnify ROC for, any loss of or damage to any equipment, facilities, installations or assets belonging to ROC or any third party arising from Gross Negligence or Willful Misconduct of Contractor and/or Operator or their Sub-Contractors. ROC shall indemnify and hold harmless Contractor against all and any claims, actions, demands and proceedings made by third parties arising out of any loss or damage resulting from an act or omission of ROC or its sub-contractors.
- 24.4 Notwithstanding the foregoing, neither Party shall be liable for consequential damages such as loss of profit or loss of production.
- 24.5 Contractor and Operator shall establish an insurance plan within six (6) months from the Effective Date, to be approved by the JMC, and which shall be revised from time to time as necessary, for its operations hereunder. Such insurance shall cover the types of exposure that are normally covered in the international petroleum industry, including but not limited to damage to equipment, installations and third party liabilities. Contractor and Operator shall ensure that its Sub-Contractors adequately insure their risks under their relevant sub-contracts.
- 24.6 Pursuant to such insurance plan Contractor and Operator shall obtain and maintain insurances to cover the risks in connection with Petroleum Operations and any other activities related thereto and as may be required by the Law during the Term, including third party liability and environmental damage and injury. Such insurance shall be obtained from an Iraqi or foreign insurance company operating in the Republic of Iraq where such coverage is available in the Republic of Iraq on commercially reasonable terms. The insurance company shall arrange, in co-operation with Contractor and Operator to the extent needed, re-insurance placement for coverage on the international market for the part of exposure in excess of the insurance company's net retention.
- 24.7 The cost of insurance obtained and maintained by Contractor and Operator and any amounts paid for deductibles, losses, or claims in excess of such insurance and not attributable to the Gross Negligence or Willful Misconduct of Contractor and Operator or Sub-Contractors under this Contract shall be Petroleum Costs.
- 24.8 Contractor and Operator shall notify ROC of the issue and terms of all insurance policies obtained by it under this Contract.

(End of Article 24)

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ARTICLE 25 –IMPORTS AND EXPORTS

- 25.1 Contractor and Operator and respective Sub-Contractors engaged in Petroleum Operations shall be permitted to import, on behalf and for the benefit of ROC, machinery, equipment, vehicles, materials, supplies, consumables and movable property to be used solely for the purpose of carrying out Petroleum Operations and supporting activities. Such imports shall be subject to customs duties and levies and exemptions as provided under the Law. In case Contractor pays such customs duties and/or levies in accordance with the Law, these customs duties and levies shall be considered as Petroleum Costs.
- 25.2 Expatriate employees of Contractor and Operator and Sub-Contractors shall be permitted to import, and shall be exempted from customs duties with respect to the reasonable importation of household goods and personal effects, provided that such properties are imported for the sole use of the employee and his or her family and provided further that such imported property shall be re-exported by employee without any export duty or impost upon termination of his employment, or be disposed of in the Republic of Iraq in accordance with the Law.
- 25.3 Items imported by Contractor and Operator or Sub-Contractors on a temporary basis and no longer required for Petroleum Operations or supporting activities shall be re-exported in accordance with the Law.
- 25.4 The sale in the Republic of Iraq of any imported items under this Contract shall be subject to ROC's prior consent and to the relevant Law.
- 25.5 Customs duties, as used herein, shall include all duties, taxes and other financial imposts which may be due as a result of the importation of the above-mentioned items but shall not include charges, dues or fees of general application to be paid to Governmental entities for services rendered.
- 25.6 Contractor shall be exempted from any export duty or impost with respect to the Export Oil that Contractor may lift under this Contract, except for port dues of general application to all buyers for services rendered by the port authorities in accordance with the Law. Such port dues shall not be considered Petroleum Costs.

(End of Article 25)

ARTICLE 26 –EMPLOYMENT, TRAINING, TECHNOLOGY TRANSFER AND SCHOLARSHIP FUND AND INFRASTRUCTURE FUND

- 26.1 Without prejudice to the right of Operator to select and employ such number of personnel as, in the opinion of the Operator but subject to Article 13.2, are required for carrying out Petroleum Operations in a safe, cost effective and efficient manner, Operator shall, to the maximum extent possible, employ and require Sub-Contractors to employ Iraqi nationals having the requisite qualifications and experience. Employment of Iraqi nationals shall be performed in a manner that engaged them in carrying out Petroleum Operations jointly with Operator and aiming to assume full responsibility of management and carrying out of Petroleum Operations by Iraqi nationals in accordance with Article 9.12 (a).
- 26.2 Starting from the first Calendar Year after Effective Date and throughout the Term, Contractor shall pay into a bank account established and managed by the Ministry of Oil / ROC, an annual amount of _____ US Dollars (US\$_____) for an Employment, Training, Technology and Scholarship Fund. Fund payments shall not be recoverable as Petroleum

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Costs, and if not paid annually, the Fund amount shall be aggregated, and if not paid by Contractor, ROC shall have the right to deduct the aggregated amount from the invoices submitted by Contractor.

- 26.3 The Employment, Training, Technology and Scholarship Fund shall be used for programs of on-the-job training and practical experience in Petroleum Operations, academic education and to support oil and gas related technology and research including the establishment or upgrading of research institutes inside the Republic of Iraq. Operator is required to coordinate with and provide the necessary support to ROC inside and outside Iraq in order to fulfill the Employment, Training, Technology and Scholarship programs.
- 26.4 In order to ensure employment of Iraqi nationals and the gradual and progressive reduction or replacement of expatriates, no later one (1) year after the Effective Date Operator shall, in consultation with ROC, establish and implement training programs for ROC employees to be qualified for and subsequently assume staff and other operational positions in each phase and level of Petroleum Operations including skilled, technical, executive and management positions.
- 26.5 Within thirty (30) days of the approval of any Work Program and Budget in accordance with Article 12, Contractor shall deposit in a bank account designated by ROC for the benefit of the Infrastructure Fund, an amount equal to ___ US Dollar (US\$ ___), which shall be considered as Petroleum Costs. If such Fund shall not be deposited in the said bank account, it shall be aggregated, and if not paid by Contractor, it shall be deducted by ROC from the invoices submitted by Contractor.
- 26.6 Operator may establish, inside the Republic of Iraq, in consultation with ROC or its designated Iraqi entity a joint research center to provide technical support in respect of the Petroleum Operations. The cost of such center's establishment shall be part of the Employment, Training, Technology and Scholarship Fund as per Article 26.2, but if the said Fund is not sufficient, the additional cost incurred by Contractor shall be considered as Petroleum Costs.

(End of Article 26)

ARTICLE 27 –PARTICIPATION

- 27.1 The Participating Interest of each Company shall be as follows:

- 27.2 The Companies shall pay their Participating Interest share of Petroleum Costs and shall be entitled to recover Petroleum Costs and receive Remuneration in accordance with their respective Participating Interests.
- 27.3 Participation and Participating Interest shall further be subject to the Heads of Joint Operating Agreement, Addendum One, and the subsequent Joint Operating Agreement (JOA).

(End of Article 27)

ARTICLE 28 –ASSIGNMENT

- 28.1 No Company may assign its rights or obligations under this Contract, in whole or in part, without the prior written consent of ROC.

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- 28.2 In the event that any Company wishes to assign any of its Participating Interest, shares, rights, privileges, duties or obligations under this Contract to a wholly-owned and controlled Affiliate, the Company shall submit to ROC a request to this effect together with documentary evidence that the said Affiliate has been qualified by the Ministry of Oil and such qualification remains in effect as of the date of the proposed assignment. ROC shall not withhold consent to assignment to a wholly-owned and controlled Affiliate if said Affiliate has been qualified by the Ministry of Oil and such qualification remains in effect as of the date of the proposed assignment. Notwithstanding the foregoing, unless expressly agreed by ROC in the written consent, such assignment shall not release the Company from its obligations under this Contract and it shall remain jointly responsible together with the assignee Affiliate for the proper and timely execution of this Contract.
- 28.3 In the event that any Company wishes to assign, in whole or in part, any of its Participating Interest, shares, rights, privileges, duties or obligations under this Contract to a third party or an Affiliate that is not wholly-owned, the Company shall submit to ROC a request to this effect giving detailed evidence of the technical and financial competence of the recommended assignee (i.e. the recommended assignee must be qualified by the Iraqi Ministry of Oil). ROC shall consider the said request and notify the Company of its consent or otherwise within three (3) months of receipt thereof. Before such assignment becomes effective, the assignee shall first provide ROC with a guarantee acceptable to ROC in the form set out in Annex F after which ROC shall, to the extent of the assigned Participating Interest, release assignor from its obligations under this Contract and any guarantee provided to it by assignor.
- 28.4 If any Company wishes to assign part of its Participating Interest in this Contract to a third party pursuant to Article 28.3, ROC shall have the option at any time during the three (3) month period following receipt of the Company's request to assign part of its Participating Interest to take such part and assign it to a nominated Iraqi state-owned entity on the same terms and conditions offered to the third party. In respect of such Participating Interest assigned to it, such nominated Iraqi entity shall be considered a Company.
- 28.5 If at any time a Company becomes the subject of a Change in Control (except for the transfer of shares in a listed parent company), such Change in Control shall be deemed an assignment of rights and obligations under this Contract and shall be subject to Article 28.
- 28.6 Notwithstanding the above, unless with the prior written consent of ROC no Company shall assign its obligations or duties as Operator during the period from the Effective Date to the First Commercial Production Date except to a qualified wholly-owned Affiliate that is accepted to ROC (i.e. the Affiliate must be qualified by the Iraqi Ministry of Oil).
- 28.7 Without prejudice to the provisions of the Heads of Joint Operating Agreement (Addendum One), in the event that any Company (or its parent company or Affiliate that provides a guarantee) becomes bankrupt, or makes an arrangement with or assignment in favor of its creditors, or if it assigns to a third party any of its interests/shares in this Contract contrary to the provisions herein, or goes into liquidation other than for reconstruction or amalgamation with an Affiliate, ROC shall have the right to terminate the participation of such Company in this Contract by thirty (30) days notice to such Company, unless during such period the Company has cured such condition. The Participating Interest of the said Company shall, at ROC's sole discretion, be either taken by ROC and assigned to an Iraqi entity or assigned to the remaining Companies constituting the Contractor proportionately to their respective Participating Interests or as the Companies may otherwise mutually agree.

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- 28.8 By providing Contractor thirty (30) days prior written notice of its intent, ROC shall have the right to assign its rights and obligations under this Contract to its successor without the prior consent of Contractor. Such assignment shall release ROC from its obligations under this Contract.
- 28.9 ROC shall have the right to assign, in whole or in part, its rights and obligations under this Contract to its Affiliate by providing Contractor thirty (30) days prior written notice of its intent. Such assignment shall not release ROC from its obligations under this Contract and it shall remain jointly responsible together with the assignee Affiliate for the proper and timely execution of this Contract.
- 28.10 In the event of a Transfer: (i) the Company shall promptly notify ROC of the Transfer Value, and the Transfer Fee; and (ii) as a condition of ROC permitting the Transfer pursuant to Article 28.3 or 28.5, the Company shall pay the Transfer Fee to ROC within thirty (30) days of the completion of a Transfer.
- 28.11 ROC may request documentary evidence of the Transfer transaction to verify the Transfer Value. If ROC considers that the Transfer Value is incorrect then ROC has the right to reject the proposed Transfer.
- 28.12 In the event a Transfer is subject to a Tax or other charge under Law, Articles 28.10 and 28.11 shall not apply.

(End of Article 28)

ARTICLE 29 –LAWS AND REGULATIONS

- 29.1 Contractor and Operator shall be bound by and shall comply in all respects with the provisions of the Law. Unless otherwise provided in this Contract, Contractor shall indemnify and hold ROC harmless against all penalties, fines and other liabilities of every kind for breach of the Law by Contractor or Operator and their Sub-Contractors.
- 29.2 Contractor and Operator shall, in accordance with the Law either, be subject to, or exempted from, customs and stamp duties on the execution of this Contract, work licenses and employment of expatriates. Contractor shall submit all data and information required by the relevant Iraqi authorities in this respect. In the event customs, stamp duties and other fees are paid by Contractor in accordance with the Law, such payments shall be considered as Petroleum Costs as stipulated in Article 25.1.
- 29.3 Contractor and Operator shall in all their contracts with Sub-Contractors include a provision whereby Sub-Contractors shall undertake to abide by and comply with the Law. The Law shall be applied to the part of sub-contract(s) carried out inside the Republic of Iraq.
- 29.4 If, after the Effective Date, the financial interests of Contractor are adversely and substantially affected by a change to the Law that was in force in the Republic of Iraq on the Effective Date, the Parties shall, within ninety (90) days, agree on necessary adjustments to the relevant provisions of this Contract in order to reasonably restore Contractor's financial interests under this Contract to their position as it was immediately prior to the occurrence of the said change to the Law.
- 29.5 Should the Parties be unable to agree within three (3) months on any amendments to be made in respect of Article 29.4 or such other period as may be agreed by the Parties, the dispute may be resolved in accordance with Article 37.

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(End of Article 29)

ARTICLE 30 –LOCAL GOODS AND SERVICES

- 30.1 Award of contracts for works and services performed in the Republic of Iraq shall be carried out on a competitive basis. Preference shall always be given to Iraqi entities and firms or foreign firms in association therewith, provided that their relevant capabilities are competitive with those available in the international market. Preference shall be given to locally manufactured and/or available goods, materials, equipment, consumables and the like as long as their technical specifications, availability, prices, and time of delivery are comparable to those available in the international market.
- 30.2 Contractor and Operator shall ensure that their Sub-Contractors, agents, assignees and employees shall strictly adhere to the provisions of this Article 30, and exclude those Sub-Contractor(s) who are not complying with this Article 30 from any vender list

(End of Article 30)

ARTICLE 31 –FORCE MAJEURE

- 31.1 The non-performance or delay in performance by either Party of its obligations or duties under this Contract shall be excused if and to the extent that such non-performance or delay is caused by Force Majeure.
- 31.2 The Party affected by Force Majeure shall notify the other Party thereof in writing within fourteen (14) days, stating the cause and the extent of effect of such Force Majeure and shall keep the other Party informed of significant developments. The affected Party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible in a cost-effective manner.
- 31.3 Force Majeure shall mean any cause or event, unforeseen or beyond the reasonable control of the Party claiming to be affected by such cause or event, and shall include, without limitation, acts of God, war (whether declared or undeclared), terrorist attack, force of nature, insurrection, riot, fire, and with respect to Contractor only legislation/order of the Government and other acts or circumstances beyond the control of either Party affected by it, provided that such acts or circumstances are not attributable to the Party invoking Force Majeure or its Affiliates. Inability to pay monies due shall not constitute a condition of Force Majeure for either Party.
- 31.4 In the event that Petroleum Operations are delayed, curtailed or prevented due to Force Majeure for a period exceeding ninety (90) consecutive days, then the Term together with all rights and obligations hereunder shall be extended accordingly, subject to the provisions of Article 8.
- 31.5 It is agreed by the Parties that at no time during the Term shall either the security conditions prevailing in the Contract Area or the political or security conditions generally prevailing in the Republic of Iraq on the Contract signing date constitute a condition of Force Majeure unless these conditions prevent the implementation of Petroleum Operations.

(End of Article 31)

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ARTICLE 32 –ENTIRE AGREEMENT AND AMENDMENTS

- 32.1 This Contract constitutes the entire agreement between ROC and Contractor relating to the Contract Area. Hence it supersedes any previous representations, whether explicit or implicit, and any prior agreement of any kind or nature, whether oral or written, in this respect.
- 32.2 This Contract shall be amended or supplemented only by an instrument in writing signed by duly authorized representatives of both Parties designated for those purposes hereto.
- 32.3 If any provision of this Contract shall be found by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties shall attempt to substitute, for any invalid or unenforceable provision, a valid and enforceable provision that achieves to the greatest possible extent, the principal objectives of the invalid or unenforceable provision.
- 32.4 The provisions of this Contract shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

(End of Article 32)

ARTICLE 33 –CONFIDENTIALITY AND TECHNOLOGY OWNERSHIP

- 33.1 All information and Data obtained in connection with or in relation to this Contract shall be kept confidential by both Parties and their Affiliates and shall not be disclosed or communicated to any third party without the other Party's prior written consent, except to:
- (a) Affiliates;
 - (b) any professional consultant retained by a Party;
 - (c) where necessary for the approval, implementation and/or financing of Petroleum Operations;
- provided that in (a) to (c) above the party to whom the information or Data is disclosed agrees to the same confidentiality obligation as contained herein.
- Notwithstanding Article 8.5, in the case of ROC such confidentiality obligations shall not apply after expiration or termination of this Contract or in respect of information or Data pertaining to any relinquished part of the Contract Area.
- 33.2 The confidentiality undertaking in Article 33.1 shall not apply:
- (a) upon the confidential information becoming public knowledge other than by default on the part of a Party;
 - (b) upon the confidential information becoming available to a Party from a third party (unless the third party acts in violation of a confidentiality obligation which the Party is aware);
 - (c) if the confidential information is independently developed by a Party or its Affiliates; or
 - (d) to the extent that the confidential information is required by Law, judicial proceedings, applicable stock exchange regulations, or Iraqi competent Governmental authority, to be disclosed.

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- 33.3 To the fullest extent permitted by applicable law or agreements, Contractor's entities agree to make available on reasonable terms their most appropriate technical expertise and technology (and that of their Affiliates) for use in the conduct of Petroleum Operations, including such technology as can best improve the economic yield or performance of the Reservoirs operated by the Operator under this Contract. Any such technology shall remain the property of the relevant Contractor entities (or their Affiliates), subject to any licensing or other appropriate arrangements entered into in connection with Petroleum Operations. The Operator shall be entitled to use such technology only for Petroleum Operations, subject to the terms of such licensing or other arrangements.
- 33.4 Subject to Article 33.3 and unless otherwise agreed by ROC, any technology specifically developed by Contractor or Operator in the course of their activities under this Contract shall be owned by both Parties, and, except in the case of disclosure of such to, or use by, a third party, may be used by any of them or their Affiliates in their own operations without the consent of the other and without making any payment to the other.

(End of Article 33)

ARTICLE 34 –HEADINGS OF ARTICLES

Headings of Articles herein are inserted for convenience only and shall not affect the construction and/or interpretation thereof.

(End of Article 34)

ARTICLE 35 –LANGUAGE

- 35.1 This Contract is executed in the Arabic and English languages, both having equal force. However, if there shall be any conflict between the two versions, the English version shall prevail to the extent of the conflict.
- 35.2 Communication between the Parties may only be in English or Arabic. However, Contractor and Operator shall use Arabic or both Arabic and English in all their correspondence and dealings with Government entities.
- 35.3 All sub-contracts between Contractor, Operator and Sub-Contractors shall be in the English language.

(End of Article 35)

ARTICLE 36 –CONTRACTOR'S BRANCH AND OFFICE IN THE REPUBLIC OF IRAQ

- 36.1 Each Company that is not an Iraqi Company shall register and maintain a branch in the Republic of Iraq. ROC shall assist Companies in this respect in accordance with Article 7.4.
- 36.2 Contractor's Operator shall, within three (3) months of the Effective Date, establish an office in Baghdad, Iraq and shall maintain such office for the Term. ROC shall assist Contractor's Operator in establishing and maintaining the office.
- 36.3 Contractor's Operator shall notify ROC of the address of its office in Baghdad and of the name of its authorized representative in the Republic of Iraq who shall be assigned on full time resident status. The authorized representative shall be entrusted with sufficient

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powers and authorities to represent and bind Contractor in all dealings with the Government, ROC and third parties in the Republic of Iraq, to receive legal notices served on Contractor, and to comply with lawful directions and orders given by the competent Governmental authorities and ROC in connection with or in relation to this Contract.

- 36.4 Contractor's Operator shall notify ROC of any change in the address of its office or the appointment of its representative at least ten (10) days prior to the effective date of such change.

(End of Article 36)

ARTICLE 37 –GOVERNING LAW, CONCILIATION AND ARBITRATION

- 37.1 This Contract and the rights and obligations of the Parties shall be governed, interpreted and construed in accordance with the Law.
- 37.2 The Parties shall endeavor to settle amicably any dispute ("Dispute") arising out of or in connection with or in relation to this Contract or any provision or Agreement related thereto. Where no such settlement is reached within thirty (30) days of the date when one Party notifies the other Party of the Dispute, then the matter may, as appropriate, be referred for resolution by the senior management of the Parties to the Dispute. Where no such settlement is reached within thirty (30) days of such referral to management, any party to the Dispute may refer the matter, as appropriate, to an independent expert or, by giving two (2) months notice to the other Parties, refer the matter to arbitration as stipulated hereunder. The Parties agree that the rights and obligations under this Contract constitute commercial rather than sovereign rights and obligations.

Expert

- 37.3 Any Dispute arising under Article 3.7(d) shall be referred to an independent expert "Expert" and the decision of the Expert shall be final and binding. For all other Disputes, the Parties may agree in writing to be bound by the decision of the Expert, and, in such event, the decision of the Expert shall be final and binding. Such Expert shall be agreed upon by the Parties to the Dispute and shall be willing to undertake such evaluation, and shall be independent, shall not be originated from, or have been at any time a citizen of, the country in which any of the Parties to the Dispute is organized, and shall have no interest or relation with any such Party or with any of the entities constituting the Parties and shall be qualified by education, experience and training to evaluate the matter in Dispute. The Expert shall render its decision within thirty (30) days following the Expert's formal acceptance of its appointment, or within such further time as the Parties may agree in writing.

The Expert shall act as an expert and not as an arbitrator. Related costs and expenditure for referring issues for Expert evaluation shall not be treated as Petroleum Costs and shall be shared equally by the Parties in Dispute. In the case of Article 3.7(d) related costs and expenditure shall be paid entirely by Contractor, although these shall be Petroleum Costs if the Expert's finding is in favor of a Declaration of Commerciality.

Arbitration

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- 37.4 All Disputes arising out of or in connection with this Contract, other than those Disputes that have been finally settled by reference to either senior management or Expert, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules.
- 37.5 The seat of the arbitrations shall be Paris, France, unless agreed otherwise by the parties to the Dispute.
- 37.6 The language of arbitration shall be the English language. The award of arbitration shall be in English and shall be final and binding on the parties to the Dispute. Judgment on the award rendered may be entered in any court having jurisdiction in recognition and enforcement thereof.
- 37.7 Unless otherwise agreed by the Parties, the operations and the activities of the Parties with respect to the performance of this Contract shall not be stopped or delayed pending the award of arbitration.
- 37.8 Any arbitration under this Contract must be initiated within two (2) Years of the date on which one Party notifies the other Party of the Dispute, and in any event within three (3) Years of the date of the termination or expiry of this Contract.

(End of Article 37)

ARTICLE 38 –NOTICES

- 38.1 All notices, statements and other communication to be given, submitted or made by any Party to the other Party shall be deemed sufficient given when sent in writing and shall be addressed to the parties at their addresses set out below or such other address as may be notified in writing by the Parties in accordance herewith.

| <u>ROC</u> | <u>Contractor 1:</u> |
|-------------------|-----------------------------|
| Name: | Name: |
| Attention: | Attention: |
| Address: | Address: |
| Telephone: | Telephone: |
| Mobile: | Mobile: |
| | <u>Contractor 2:</u> |
| | Name: |
| | Attention: |
| | Address: |
| | Telephone: |
| | Mobile: |

- 38.2 Notices to either Party shall be deemed validly served when delivered in person, at the office of that Party in the Republic of Iraq, during regular office hours and during working days and if received outside business hours, on the next following working day, or when received, if posted by registered mail, to the address of the office of the said Party, or

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when dispatched and acknowledged, if sent by facsimile, or by any other mode mutually agreed between the Parties.

(End of Article 38)

ARTICLE 39 –SIGNATURE, RATIFICATION AND EFFECTIVE DATE

The Contract shall become valid and enforceable when it has been:

- (a) ratified by the Council of Ministers of the Republic of Iraq (initialed Contract);
- (b) signed by the Parties; and when
- (c) ROC has notified Contractor in writing of the ratification of this Contract and its Effective Date.

(End of Article 39)

ARTICLE 40 –WAIVER

- 40.1 Failure or delay on the part of either Party to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof.
- 40.2 No waiver by either Party of any one or more obligations or defaults by the other Party in the performance of this Contract shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

(End of Article 40)

ARTICLE 41 –HEALTH, SAFETY AND ENVIRONMENT

- 41.1 In the performance of this Contract, Contractor and Operator shall conduct Petroleum Operations with due regard to health, safety and the protection of the environment (“HSE”) and the conservation of natural resources, and shall in particular:
 - (a) adopt Best International Petroleum Industry Practices in conducting and monitoring Petroleum Operations and make all efforts to:
 - (i) prevent environmental damage and, should some adverse impact on the environment occur, to minimize such damage and the consequential effects thereof on people and property;
 - (ii) prevent harm to or degradation of livelihood or quality of life of surrounding communities and, should some adverse impact occur, minimize such impact and ensure proper compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
 - (iii) instill a culture of proactive commitment to HSE values among all personnel involved in Petroleum Operations.
 - (b) develop detailed guidelines for environmental protection, monitoring and community interaction as a condition for Petroleum Operations. These guidelines should meet recognized international industry standards in the following areas:
 - (i) air pollution;

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- (ii) protection of surface waters from leaks and spills, including the preparation of: (1) plans for re-injection of all produced water, and (2) Spill Prevention, Control and Countermeasures Plan;
 - (iii) protection of groundwater;
 - (iv) waste management of: (1) solid waste, and (2) hazardous waste, with a focus on waste minimization, reuse and recycle of materials;
 - (v) minimization of footprint of drilling operations, especially in sensitive areas such as marshlands, by drilling several wellbores from the same drill pad and using directional, horizontal and multilateral drilling techniques;
 - (vi) making optimal use of spare available wellbores and spare production and transport capacity;
 - (vii) protection of flora and fauna (wildlife);
 - (viii) protection of archaeological and cultural sites;
 - (ix) plans for decommissioning and Abandonment of petroleum facilities, and for the restoration of operational sites;
 - (x) implementation of a grievance procedure mechanism between Contractor and communities impacted by Petroleum Operations;
 - (xi) preservation of local livelihoods from indigenous communities in the area of Petroleum Operations; and
 - (xii) general well-being of the communities where Petroleum Operations, which shall be conducted in collaboration with local and central authorities, civil society and local investors to enhance the social benefits for national, regional and municipal governments.
- (c) Comply with the requirements of the Law and reasonable requirements of ROC.
- 41.2 If Contractor and Operator fail to comply with the provisions of Article 41.1(a)(i) or contravenes any Law, and such failure or contravention results in any environmental or social damage, Contractor and Operator shall, in accordance with an approved Work Program and Budget, forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.
- 41.3 Contractor shall draw up and implement a comprehensive worker HSE plan to include, but not be limited to, the following elements:
- (a) Worker Disease Prevention Program to be applied throughout the project life, and comprising:
 - (i) education about personal hygiene and disease-prevention measures, including immunization where appropriate, against infectious diseases, such as tuberculosis, malaria, dysentery, hepatitis and sexually transmitted diseases;
 - (ii) regular testing of drinking water;
 - (iii) training food handlers and testing them for communicable diseases; and
 - (iv) prohibiting smoking, except in designated outdoor areas.
 - (b) Occupational Safety Program throughout the construction and operation periods, including:

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- (i) initial and refresher safety and security training;
 - (ii) tool-kit sessions at the start of each working day;
 - (iii) giving a safety topic at the beginning of each meeting;
 - (iv) traffic safety training for drivers and pedestrians;
 - (v) special safety training for operators of industrial plants and mobile heavy equipment, e.g., cranes and bulldozers;
 - (vi) furnishing personal protection equipment (hard hats, safety shoes and glasses, and hearing protection, where needed);
 - (vii) providing emergency medical teams to administer urgent medical treatment on site, or to evacuate the injured to a hospital, and to supervise sanitation and health matters at construction camps; and
 - (viii) appointing monitors at construction and major operational sites to ensure adherence to safety and environmental protection rules.
- 41.4 If ROC has good reason to believe that any works or installations erected by Contractor and Operator or any operations conducted by Contractor and Operator are not in accordance with the Law and are endangering or may endanger local communities or any property of any person, or are causing or may cause pollution, or are harming or may harm fauna or flora or the environment to a degree which ROC deems unacceptable, ROC may give notice to Contractor and Operator to promptly consider and develop for the JMC approval a remedial action plan and measures to mitigate such damage within a reasonable period as may be determined by ROC and to repair any such damage. If ROC deems it necessary, it may also require Contractor and Operator to suspend Petroleum Operations in whole or in part until Contractor and Operator have taken such remedial measures or have repaired any damage caused.
- 41.5 The measures and methods to be used by Operator for the purpose of complying with the terms of Article 41.1(a)(i) shall be determined in timely consultation with ROC and Contractor upon the commencement of Petroleum Operations or whenever there is a significant change in the scope or method of conducting Petroleum Operations and shall take into account the international standards applicable in similar circumstances and the relevant environmental impact study carried out in accordance with Article 41.6 below. Operator shall notify ROC and Contractor, in writing, of the measures and methods finally determined by Operator and shall cause such measures and methods to be reviewed from time to time in the light of prevailing circumstances.
- 41.6 Contractor shall engage a team of specialized environmental professionals to carry out two environmental impact studies in order:
- (a) to determine at the time of the studies the prevailing conditions relating to the environment, human beings, local communities, and the flora and fauna in the Contract Area and in the adjoining or neighboring areas; and
 - (b) to establish the likely effect on the environment, human beings, local communities, and the flora and fauna in the Contract Area and in adjoining areas as a result of Petroleum Operations, and to submit, for consideration by the Parties, methods and measures contemplated in Article 41.5 for minimizing environmental damage and carrying out site restoration activities.
- 41.7 The first of these environmental impact studies shall act as the baseline study for the purposes of Article 41.5 and shall be concluded promptly after the Effective Date. Unless

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otherwise agreed by the ROC, no fieldwork shall commence before the conclusion of this study. It shall also contain detailed guidelines of environmental protection and monitoring to meet recognized international industry standards.

- 41.8 The second environmental impact study shall be submitted by Contractor and Operator as part of each Development Plan.
- 41.9 The studies mentioned in Article 41.6 shall contain proposed guidelines to be followed in order to minimize environmental and social damage and shall include, but not be limited to, the following, to the extent appropriate to the respective study taking into account the phase of operations to which the study relates:
- (a) proposed access cutting;
 - (b) clearing and timber salvage;
 - (c) wildlife and habitat protection;
 - (d) fuel storage and handling;
 - (e) use of explosives;
 - (f) camps and staging;
 - (g) liquid and solid waste disposal;
 - (h) cultural and archaeological sites;
 - (i) selection of drilling sites;
 - (j) terrain stabilization;
 - (k) protection of freshwater horizons;
 - (l) blow-out prevention plan;
 - (m) flaring during completion and testing of wells;
 - (n) Abandonment of Wells;
 - (o) rig dismantling and site completion;
 - (p) site restoration;
 - (q) noise control;
 - (r) debris disposal; and
 - (s) protection of natural drainage and water flow.
- 41.10 Subject to the provisions of the Law on the protection of the environment, any new project or expansion or modernization projects for Petroleum Operations for which a proposal, other than a Plan, is submitted by Contractor or Operator, ROC shall consider the assessment of the project and convey a decision with respect to environmental clearance within a period of three (3) months from the receipt of the requisite documents and data. Subject to receipt of the necessary environmental clearance, the JMC shall decide upon the proposal of Contractor or Operator within thirty (30) days thereafter.
- 41.11 Contractor and Operator shall ensure that:
- (a) all relevant parties are identified and are involved from an early stage and on an ongoing basis, through free, prior and informed consultations;
 - (b) the pertinent completed environmental impact studies are made available to its employees and to its Sub-Contractors to develop adequate and proper awareness

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- of the measures and methods of environmental protection to be used in carrying out Petroleum Operations; and
- (c) the contracts entered into between Contractor and Operator and Sub-Contractors relating to Petroleum Operations shall include the provisions stipulated herein and any established measures and methods for the implementation of Contractor's obligations in relation to the environment under this Contract.
- 41.12 Operator shall, in conjunction with Contractor, prior to conducting any drilling activities, prepare and submit for review and approval by ROC contingency plans for dealing with Crude Oil spills, fires, accidents and emergencies, designed to achieve rapid and effective emergency response. The plans referred to above shall be discussed with ROC and concerns expressed shall be taken into account.
- (a) In the event of an emergency, accident, oil spill or fire arising from Petroleum Operations affecting the environment, Operator shall immediately notify ROC and Contractor and shall promptly implement the relevant contingency plan and perform such site restoration as may be necessary in accordance with Best International Petroleum Industry Practices.
- (b) In the event of any other emergency or accident arising from Petroleum Operations which may affect the environment, Contractor and Operator shall take such action as is prudent and necessary in accordance with Best International Petroleum Industry Practices.
- 41.13 In the event that Contractor and Operator fail to comply with any of the terms contained in Article 41.12, ROC, after giving Contractor and Operator reasonable notice in the circumstances, may take any action which may be necessary to ensure compliance with such terms and to recover from Contractor, immediately after having taken such action, all costs and expenditures incurred in connection with such action together with an uplift of twenty-five percent (25%).
- 41.14 Where the Contract Area is partly located in areas forming part of certain national parks, sanctuaries, mangroves, wetlands of national importance, biosphere reserves and other biologically sensitive areas, passage through these areas shall generally not be permitted. However, if there is no passage other than through these areas to reach a particular point beyond these areas, permission of the appropriate authorities shall be obtained by ROC for the benefit of Contractor, subject to a biodiversity action plan.
- 41.15 The obligations and liability of Contractor with respect to the environment under this Contract shall be limited to damage to the environment which is attributable to actions or activities that:
- (a) occur after the Effective Date and prior to the expiry or termination of this Contract; and
- (b) result from an act or omission of Contractor and Operator and their Sub-Contractors.
- 41.16 Except for cases of Gross Negligence and Willful Misconduct on the part of Contractor and/or Operator, all costs incurred towards protection of the environment and communities shall be treated as Petroleum Costs.
- 41.17 Any costs approved by ROC and incurred by Contractor in remediation of conditions existing prior to the Effective Date and identified in the first study noted in Article 41.7 shall be considered Petroleum Costs.

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41.18 In the event that Petroleum Operations are delayed, curtailed or prevented due to extended delays in acquiring necessary environmental approvals, the Parties shall meet and agree an appropriate extension of the Term together with all rights and obligations hereunder, subject to the provisions of Article 8.

(End of Article 41)

ARTICLE 42 –ABANDONMENT AND SITE RESTORATION

42.1 Prior to the termination or expiry of this Contract or relinquishment of a part of the Contract Area, but subject to Article 42.5, Contractor and Operator shall be liable for Abandonment and site restoration in respect of the Contract Area or the relevant part of the Contract Area, the costs of which shall be Petroleum Costs. All Abandonment and site restoration activities shall be performed in accordance with Best International Petroleum Industry Practices.

42.2 Around mid-Development Period of each Development Area, Operator shall prepare an Abandonment Plan for JMC approval. The Abandonment Plan shall be updated from time to time as necessary. In the event that Abandonment activities are required prior to preparation of the Abandonment Plan these shall be proposed as a part of a Work Program and Budget following, as appropriate, the requirements of Article 42.3 or 42.4.

42.3 Abandonment of a Reservoir or a Field:

The Plan shall include, inter alia, the following information commensurate with the perceived proximity of the need to abandon:

- (a) a technical and economic study to justify Abandonment of the Reservoir or Field;
- (b) the relative layout of the facilities to be abandoned;
- (c) the relative location, type and status of any other adjacent facilities (cables, pipelines, production and other facilities) which would have to be taken into consideration;
- (d) a description, inclusive of diagrams, of items to be abandoned covering production facilities, pipelines, flow-lines and Wells;
- (e) a description, costing and comparative evaluation of all feasible removal and disposal options, including: details on the Abandonment; procedures for the safe removal of production facilities and related infrastructure, including details on how then-subsequent disposal or reuse is to be effected; and full details on plans for the restoration of the site. Where it is considered that items of recovered equipment have a re-sale value, this information shall be given;
- (f) an outline for the proposed Abandonment option, including an outline plan for managing the implementation and a schedule on which the various stages of the Abandonment are expected to commence and finish; and
- (g) recommendations covering the post-Abandonment phase inspection and maintenance activities, including surveys to monitor the level of Hydrocarbon contamination, heavy metals and other contaminants in the Contract Area, where any such remains are to be left in place.

42.4 Abandonment of Wells:

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In accordance with Article 12, ROC shall approve, amend or reject all or part of the Abandonment Plan:

- (a) Notwithstanding the general requirements to undertake Abandonment and site restoration activities pursuant to Article 41.1, Contractor may at any time submit an application to ROC for the Abandonment of a Well.
- (b) Contractor shall not commence Abandonment operations on a Well before approval is received. ROC shall respond to applications for Abandonment within thirty (30) days. Contractor shall justify the application for Abandonment of a Well with at least one of the following reasons:
 - (i) the Well is no longer safe to maintain in its current condition; and/or
 - (ii) the Well is no longer economically viable or otherwise required for Reservoir management.
- (c) Unless otherwise allowed by ROC, Wells not contemplated for future utilization shall be immediately plugged and abandoned by Contractor.
- (d) If a Well is proposed for Abandonment, then ROC shall consider with other Governmental authorities the possibility of utilizing the Well for activities other than Petroleum Operations. ROC may elect to defer the Abandonment, in which case it shall remain liable for the Well and its ultimate Abandonment. Should ROC so elect, Contractor shall hand over the Well in a safe condition suitable for its future utilization.

42.5 Upon termination or expiry of this Contract, ROC shall become liable for Abandonment and site restoration.

(End of Article 42)

ARTICLE 43 –GENERAL BUSINESS ETHICS

- 43.1 In the performance of this Contract, Contractor's entities, Operator and ROC shall ensure that they each strictly comply with general business ethics.
- 43.2 Contractor and Operator shall in their subcontracts stipulate their right to terminate the subcontracts with immediate effect in case of violation of the general business ethics by the Sub-Contractor and Contractor and Operator shall terminate a subcontract in case of such a violation if ROC requests Contractor and Operator to do so.
- 43.3 Neither Contractor's entities, Operator nor ROC shall give or receive from any director, employee or agent of the other or its Affiliate in connection with this Contract, any gift, entertainment or other benefit of more than minimal cost or value or any commission, fee or rebate and any hospitality will be kept within reasonable limits.
- 43.4 Each of ROC and Companies warrant that it and its Affiliates have not made, offered, or authorized, requested, received, or accepted and will not make, offer, or authorize, request, receive or accept with respect to the matters which are the subject of this Contract, any payment, gift, promise or other advantage, whether directly or indirectly through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, or any other person where such payment, gift, promise or advantage would violate

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(a) the Law; (b) the laws of the country of incorporation of such entity or such entities ultimate parent company and of the principal place of business of such ultimate parent company; or (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999. Each entity shall defend, indemnify and hold the others harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such first entity of such warranty. Such indemnity obligation shall survive termination or expiration of this Contract.

(End of Article 43)

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**IN WITNESS WHEREOF, the Parties hereto have executed this Contract in ----- (---)
originals (each in English and Arabic) in Baghdad on the day and year first above written.**

For and on behalf of ROC:

Name:

Title:

Signature:

Witness:

Name:

Title:

Signature:

For and on behalf of Contractor:

Name:

Title:

Signature:

Witness:

Name:

Title:

Signature:

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ANNEX A – DESCRIPTION OF CONTRACT AREA

This Annex A is attached to and made part of the Exploration, Development and Production Contract for [Area].

The Contract Area is defined by the corner points numbered as shown for U.T.M. Zone ____ and connected by straight lines as shown in Annex B.

To be provided in Final Tender Protocol.

| CORNER POINT | NORTHING | EASTING |
|---------------------|-----------------|----------------|
| A | | |
| B | | |
| C | | |
| D | | |

(End of Annex A)

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ANNEX B – MAP OF CONTRACT AREA

This Annex B is attached to and made part of the Exploration, Development and ProductionContract for [Area].

To be provided in Final Tender Protocol

(End of Annex B)

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ANNEX C – ACCOUNTING PROCEDURES

This Annex C is attached to and forms part of the Exploration, Development and Production Contract for the [Area].

CLAUSE 1. GENERAL PROVISIONS

1.1 Definitions

Terms used in these Accounting Procedures shall have the meanings ascribed to them in this Contract. In addition:

“Material” shall mean and include any and all materials, equipment, machinery, articles and supplies; and

“Operating Account” shall mean the account or set of accounts maintained by Contractor and Operator to record Petroleum Costs and Remuneration.

1.2 Purpose of Accounting Procedures

The purpose of these Accounting Procedures is to establish methods and rules of accounting for Petroleum Operations under the Contract.

Any procedure established herein may only be modified by mutual agreement of the Parties.

1.3 Operating Account and Records

(a) Contractor and Operator shall open and maintain all accounts and records necessary to document in detail and in separate accounts the transactions relating to Petroleum Operations, in accordance with accepted and recognized accounting principles consistent with modern international petroleum industry practices, all in accordance with and subject to the provisions of the Contract.

The accounts and records should show, among other things, the following:

- (i) Costs of assets including the cost of:
 - 1. drilling and detailed cost of each well;
 - 2. production facilities such as flow lines and degassing stations in sufficient detail;
 - 3. Transportation Facilities;
 - 4. tank-farms and pumping stations; and
 - 5. infrastructure, facilities and industrial centers.
- (ii) Costs of Materials including the cost and quantity of each item. The method of pricing should be stated.
- (iii) Operating costs analyzed by main items such as details of salaries, Materials and services as defined or described in these Accounting Procedures.

(b) Contractor's and Operator's books shall be kept in the Republic of Iraq in the English and Arabic languages. All transactions shall be recorded in Dollars in accordance with the provisions of Article 20 of the Contract.

(c) Accounts shall be kept according to the accounting system approved by the JMC

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pursuant to Article 9.14(d) of the Contract.

- (d) Contractor and Operator shall maintain appropriate cost control records to meet the requirements and obligations under the Contract.
- (e) Petroleum production, storage and transfer records shall be maintained according to the Contract and consistent with modern international petroleum industry practices.
- (f) Expenditures shall be charged in Dollars as follows:
 - (i) all Dollar expenditures shall be charged in the amount incurred;
 - (ii) all Dinar expenditures shall be translated into Dollars at the exchange rate prevailing on the date of the relevant expenditure in accordance with the regulations of the Central Bank of Iraq;
 - (iii) expenditures in currencies other than Dollars or Dinars, shall be charged in the equivalent amount in Dollars using the actual exchange rate applied by a first class international bank on the date of payment;
 - (iv) a record shall be kept of the exchange rates actually used in converting Dinars and other non-Dollar expenditures into Dollars; and
 - (v) on the date of each balance sheet, monetary items in currencies other than Dollars shall be translated to Dollars at the rate of exchange applicable on such balance sheet date.

1.4 Statements

(a) Quarterly Statements

Contractor and Operator shall submit to ROC within forty-five (45) days from the end of each Quarter, a statement of Petroleum Costs incurred and Remuneration earned together with reports and statement of the Operating Account of the said Quarter.

(b) Yearly Statements

Contractor and Operator shall submit to ROC within three (3) Months from the last day of each Calendar Year, a statement of Petroleum Costs incurred and Remuneration earned together with reports and a statement of the Operating Account of the said Calendar Year.

1.5 Audits

Yearly statements shall be supported by a report issued by an independent auditor of international qualification appointed according to Article 20.4 of the Contract. The auditor report shall include a statement that the accounts and statements are prepared according to the terms and conditions of the Contract and these Accounting Procedures.

CLAUSE 2. OPERATING ACCOUNT

Subject to the provisions of the Contract and these Accounting Procedures, Contractor shall charge the Operating Account with Petroleum Costs and Remuneration. Pursuant to Article 19, Petroleum Costs shall start be charged as from the Effective Date, while Remuneration shall start to be charged as from Eligibility Date referenced in Article 19.5 (a). Remuneration shall be computed pursuant to Article 19 of the Contract and charged accordingly to the Operating

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Account. Petroleum Costs shall be prepared on a cash basis and shall include, but not be limited to, the following items:

2.1 Personnel

(a) Operator's Locally Recruited Personnel

The actual cost of Operator's locally recruited personnel who are engaged in Petroleum Operations shall be charged as Petroleum Costs. Such costs shall include gross pay, all kind of personnel benefits, employer contributions, taxes and other assessments levied on Operator as an employer by Government authorities, transportation and relocation costs of the personnel and such personnel's family within Iraq on temporary assignment in the interest of Petroleum Operations (provided that no relocation costs for the personnel's family shall be charged if the temporary assignment is for less than six (6) consecutive Months) and such other costs as are statutory or customary for Operator. This procedure shall also be applied with respect to personnel of Contractor or ROC seconded to Operator.

(b) Assigned Personnel

The cost of the personnel of Operator's or Contractor's Affiliates working in Iraq for Petroleum Operations on a long term assignment (more than six (6) consecutive Months). The cost of these personnel shall be as per rates or actual costs that shall be agreed by both Parties.

These rates shall include all costs of salaries, wages, benefits, indemnities and social charges.

The charges for personnel assigned on a temporary basis (less than six (6) consecutive Months) shall be made in accordance with Clause 2.5(c).

(c) Personnel Engaged in Other Activities

If local personnel or assigned personnel are engaged in other activities in Iraq in addition to Petroleum Operations, the cost of such personnel or assigned personnel shall be allocated on a time sheet or pro rata basis according to the agreed costs between the Parties.

(d) Training Costs

All costs and expenses incurred by Operator or Contractor setting up and conducting training activities for their Iraqi personnel engaged in Petroleum Operations or Contractor's training activities, including the planning, designing, constructing, commissioning and running training facilities and the related software.

Contractor shall provide, on annual basis, evidence in a form satisfactory to ROC that each person for whom it has been reimbursed training costs continues to be employed for at least five (5) years by Contractor subsequent to such training. In the absence of such evidence any amount paid to Contractor in respect to such training will be deducted pro rata to the five (5) year commitment from the future reimbursements to Contractor.

All such training costs shall be subject to the JMC prior approval.

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2.2 Materials

The cost of Materials purchased for or furnished to Petroleum Operations as detailed under Clause 4.1.

2.3 Transportation

(a) Transportation of Personnel and Materials

The cost of transportation of Materials necessary for the performance of Petroleum Operations, including costs of packaging, brokerage, insurance and other related costs. Personnel transportation costs, to the extent covered by the established policy of Operator or Contractor, shall include travel expenses for personnel and their immediate families to and from the personnel's points of origin at the time employment commences, at the time of final departure and for vacations, as well as travel expenses in Iraq for personnel and their immediate families incurred as a result of transfers from one location to another, and travel expenses relating to the periodical recuperation leaves of field personnel, in each case subject to the policy agreed with ROC. Costs related to immediate families shall be charged for personnel assigned to work in Iraq for periods exceeding six (6) consecutive Months. Class of travel shall be economy class where the shortest schedule flight time is five (5) hours or less unless otherwise agreed in advance with ROC.

(b) Transportation Facilities

All costs and expenses for the Transportation Facilities according to Article 10.56 of the Contract and Addendum Two attached thereto.

2.4 Buildings and Equipment

(a) Costs of buildings, equipment, furniture and fixtures, the maintenance thereof and related costs; rents paid for all offices, houses, warehouses and other types of buildings and costs of supplies necessary for the operation of such buildings and facilities, all in the Republic of Iraq.

(b) Costs of vehicles and their maintenance and operation.

(c) Costs of computers and software and their maintenance and operation.

2.5 Damages and Losses

All costs or expenses necessary to replace or repair damages or losses incurred by fire, flood, storm, theft, accident or any other cause not controllable by Contractor and Operator through exercise of reasonable care and diligence in operations and not resulting from Contractor and Operator's failure to promptly file and diligently pursue claims against insurance companies. Contractor and Operator shall furnish ROC with written notice with details of damages or losses sustained in excess of ten thousand Dollars (US\$10,000) per occurrence as soon as practicable.

2.6 Legal Expenses

All costs and expenses of litigation or arbitration, or legal services necessary or expedient for the protection of the Contract Area against third party claims, including attorney's fees and expenses as hereinafter provided, together with all judgments obtained against the Parties or any of them on account of Petroleum Operations under the Contract, and actual expenses incurred by Contractor and/or ROC in securing evidence or expert advice for the purpose of defending any such action or claim pursued

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or urged in connection with operations under the Contract.

In the event actions or claims affecting the Parties' interests under the Contract shall be handled by the legal staff of ROC in Iraq, an agreed compensation commensurate with the actual cost of providing and furnishing such services shall be paid to ROC and charged to the Operating Account.

Legal expenses incurred by Operator or Contractor shall not be reimbursed to Operator or Contractor by ROC for reasons attributable to Operator's or Contractor's failure to carry out Petroleum Operations.

2.7 Taxes

Pursuant to Article 23 and subject to other provisions of the Contract, taxes (other than Corporate Income Tax), levies, duties, imposts (if any) and/or charges and fees paid by Contractor and Operator (but not previously paid directly or reimbursed by ROC) to Government authorities as assessed or levied upon or in connection with Petroleum Operations.

2.8 Insurance and Claims

- (a) The premium of any insurance policy secured by Operator pursuant to the Contract.
- (b) Any costs sustained by Contractor and Operator arising out of an event covered by insurance. Such costs include, but are not limited to, repairs and replacements of Materials in the Contract Area resulting from damages or losses incurred because of fire, flood, storm, theft, accident, or any other similar risk.
- (c) All costs and expenses associated with suing, working or travelling for, or any other cost incurred because of insurance related disputes or litigation with any party including any insurer and/or any insurer's representatives or agents to the extent that such costs and expenses are not refunded for whatever reasons, by insurance and/or not awarded by an arbitrator or a court of law.
- (d) Any compensation received, or any claim collected from insurers or third parties shall be credited to the Operating Account. If no insurance is carried for a particular risk, all related actual expenditures incurred and paid by Contractor in settling any and all losses, claims, damages, judgment and other expenses, including related legal expenditures. Any such loss, claim or damage shall be charged to the Operating Account unless it is a direct result of Contractor's and/or Operator's failure to act in accordance with the standards of insurance required by the Contract or instructions of the JMC.

2.9 Currency Exchange

The gain or loss, if any, through currency translation or exchange pursuant to the provisions of Article 21 of the Contract and Clause 1.3 (f) of these Accounting Procedures.

2.10 Tariffs

Subject to the provision of Clause 3, all sums paid to ROC, contractor(s) of petroleum fields other than the Contract Area, or any third party in compensation for the use of facilities in connection with Petroleum Operations such as, but not limited to, pipelines, hydrocarbon treatment plants and storage facilities, on a basis of a mutually agreed tariff.

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- 2.11 Surface Rights
All direct costs attributable to the acquisition, renewal or relinquishment of surface rights acquired and maintained in force for Petroleum Operations in Iraq.
- 2.12 Environment
All costs incurred for the protection, cleanup or restoration of the environment pursuant to the Contract and the Law, including any costs incurred or payments made for environmental remediation pursuant to Article 41.17.
- 2.13 Exploration expenditure
All costs and expenditures incurred in carrying out Exploration from the Effective Date.
- 2.14 Appraisal expenditure
All costs and expenditures incurred in carrying out Appraisal from the Effective Date.
- 2.15 Capital Costs and Operating Costs
All Capital Costs and Operating Costs incurred.
- 2.16 All the costs and expenses incurred in connection with and for the benefit of Petroleum Operations shall be chargeable to Petroleum Costs.

CLAUSE 3. INFORMATION TO JMC AND ROC

Upon submitting the annual Work Program and Budget for approval in accordance with Article 12 of the Contract, Operator shall provide in writing the following information, to the level of detail as required by ROC, in respect of personnel and tariffs in connection with Petroleum Operations to be charged during the relevant Year.

- 3.1 Regarding Personnel Costs
 - (a) Estimate of the overall amount thereof.
 - (b) Analysis and explanation of the applicable personnel policy and practice of Operator and Operator's Affiliates.
 - (c) Breakdown of the aforesaid expenditures.
 - (d) Rates and/or methods of apportionment of such costs.Personnel costs and rates shall be accepted and agreed by ROC.
- 3.2 Regarding Tariffs
 - (a) Estimate of the overall amount to be paid.
 - (b) Breakdown of the tariff expenditures.

CLAUSE 4. CHARGING PRINCIPLES

- 4.1 Purchases
 - (a) All Materials purchased for Petroleum Operations shall be purchased at competitive prices from reputable manufacturers and suppliers.
Materials and equipment purchased from third parties shall be charged at the net cost paid by Contractor after deduction of all discounts received. Net cost shall

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include, but not be limited to, such items as transportation, insurance, license fees and purchasing and forwarding costs.

- (b) The Parties may furnish New Materials from their own stock provided that the New Material transferred from the warehouses or other facilities of Contractor's entities or their respective Affiliates shall be priced at cost, and provided that such cost is not higher than the prices for New Materials of the same quality, obtained on comparable terms and conditions, prevailing in the international market at the time such Materials were supplied to Contractor and Operator.

4.2 Direct and Indirect Costs

Costs shall be charged to the Operating Account using consistent methods from Year to Year, and such methods shall be agreed upon by the Parties subject to the following principles:

- (a) costs that may be directly charged to a relevant subdivision of the Operating Account shall be so charged; and
- (b) costs that cannot easily be charged directly to any subdivision of the Operating Account shall be apportioned either on a time basis or on a pro rata basis. Costs of services that cannot be assessed accurately may be charged according to standard rates and adjusted to actual costs at Year end.

4.3 Use of Equipment and Facilities Owned by Entities Constituting Contractor

For the use of any equipment or facilities that are wholly owned by entities constituting Contractor, the Operating Account shall be charged a rental commensurate with the cost of ownership.

The rental rates, which will not include any profit element, will be approved by the JMC each Calendar Year. Such rates should be in line with those currently prevailing in the area where Petroleum Operations are located for equipment and facilities comparable in terms of availability, safety, efficiency and quality.

CLAUSE 5. INVENTORIES

At all times, Contractor and Operator shall maintain inventories of Materials at optimum levels required for Petroleum Operations and shall be subject to:

5.1 Periodic Inventories, Notices and Representation

At reasonable intervals, and at least once annually, inventories shall be taken by Contractor and Operator of the Materials charged to the Operating Account, which shall include all such Materials as are ordinarily considered controllable by operators in the international petroleum industry. Written notice of intention to take inventory shall be given by Contractor and Operator at least ninety (90) days before any inventory is to begin so that ROC may be represented when any inventory is to be carried out.

5.2 Reconciliation and Adjustment of Inventories

Reconciliation of inventory with the Operating Account shall be made and a list of overages and shortages shall be furnished to ROC. Inventory adjustments shall be made by Contractor and Operator to the Operating Account if required; provided, however, that any inventory adjustment exceeding a value of one thousand Dollars (US\$1,000) shall be reported to ROC.

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CLAUSE 6. DISPOSAL OF MATERIALS

Contractor and Operator shall inform the JMC and ROC of any excess or disposable Materials. ROC shall instruct Operator on the action then required. Any proceeds of disposal of such Materials shall be credited to the Operating Account.

CLAUSE 7. SUMS RECEIVED FROM THIRD PARTIES

All sums received by Contractor from any third party in compensation for the use of facilities utilized by Operator for Petroleum Operations shall be credited to the Operating Account.

CLAUSE 8. BASIS OF ACCOUNTING

The Operating Account may be maintained on an accrual basis, that is, costs shall be recorded and entered in the Operating Account when the liability thereto first arises, and revenues shall be recorded and entered in the Operating Account when the title thereto is acquired.

However, for the purposes of cost recovery as per Article 19 of the Contract, the relevant calculations shall be made on a cash basis, that is, costs shall be considered only when paid and revenues only when collected.

CLAUSE 9. PAYMENT OF PETROLEUM COSTS AND REMUNERATION

Contractor shall, pursuant to Article 19 and Annex H of the Contract, submit to ROC as promptly as practical but not later than ten (10) days after the end of the last Month of the Spending Quarter, an invoice of due and payable Petroleum Costs and Remuneration for the Spending Quarter based on the Operating Account and showing the following details:

- 9.1 Due Petroleum Costs and Remuneration brought forward from the previous Quarter, if any;
- 9.2 Petroleum Costs spent in the Spending Quarter and due and payable in the Lifting Quarter;
- 9.3 Remuneration calculated in respect of the Spending Quarter and due and payable in the Lifting Quarter;
- 9.4 Total Petroleum Costs and Remuneration due and payable for Contractor in the Lifting Quarter (9.1 + 9.2+ 9.3);
- 9.5 Total Petroleum Costs and Remuneration received by Contractor in the previous Quarters;
- 9.6 Amount of Petroleum Costs and Remuneration to be carried forward into the succeeding Quarter, if any (9.4 less 9.5);
- 9.7 Amount of Crude Oil produced during the Spending Quarter;
- 9.8 Amount of Dry Gas, LPG and condensate produced during the Spending Quarter;
- 9.9 Although the invoice prepared and submitted on quarterly basis, details of Petroleum Costs (as Capex and Opex), Remuneration, Net Crude Oil Production Rate and Net Dry Gas Production Rate shall be defined for each Month of the Quarter; and

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- 9.10 Excess, if any, of the value of Petroleum Costs and Remuneration received by Contractor over Petroleum Costs and Remuneration due for the Spending Quarter (9.5 less 9.4). Such excess shall be set off in the next calculation of Contractor's outstanding Petroleum Costs and Remuneration payable in the immediately succeeding Quarter in accordance with Article 19 of the Contract.

CLAUSE 10. NON - RECOVERABLE COSTS

Unless otherwise provided elsewhere in the Contract, the following list of items shall be treated as non-recoverable costs for the purpose of cost recovery:

- 10.1 Costs incurred as a result of any proven Gross Negligence or Willful Misconduct of Contractor and Operator including any amount paid in settlement of any claim alleging Gross Negligence or Willful Misconduct whether or not Gross Negligence or Willful Misconduct is admitted or whether such sum is stated to be paid on an ex-gratia or similar basis;
- 10.2 Replacement and/or repair costs in respect of assets or other property which is uninsured or under-insured, and liability incurred to third parties on the basis of strict liability, where Contractor and Operator has agreed with ROC to insure against such loss and has failed to do so;
- 10.3 Any expenditure incurred directly or indirectly in connection with the raising of money to finance Petroleum Operations and other incidental costs and charges related thereto by whatever method raised; such expenditure includes, but is not limited to, interest, commissions, fees and brokerage;
- 10.4 Any costs, charges or expenses including donations relating to public relations or enhancement of Contractor's corporate image and interests;
- 10.5 Any expenditure incurred which is not related to Petroleum Operations or on matters or activities beyond the Delivery Point(s);
- 10.6 Corporate Income Tax;
- 10.7 Employment, Training, Technology and Scholarship Fund;
- 10.8 Any costs and expenditures incurred by Contractor or Operator in respect of amicable settlement or arbitration raised by Sub-Contractor(s) regarding variation orders associated with the implementation of their sub-contracts will not be reimbursed by ROC in case that such variation orders are due to improper projects' design or requirements made by Contractor or Operator;
- 10.9 Any expenditures, whatsoever kind, on personnel or facilities incurred outside the Republic of Iraq or the country of Operator's Head Office;
- 10.10 Costs incurred pursuant to any tender, purchase order or sub-contract in violation of the approval requirements specified in Article 9.12(d) (e) (f);
- 10.11 Charges for materials and services to the extent they exceed fair market value;
- 10.12 Any costs for which adequate documentation or records do not exist inside the Contract Area or any other adequate place inside the Republic of Iraq;
- 10.13 In respect of costs that are related both to the Petroleum Operations and to any other activities of a Company, whether inside or outside the Republic of Iraq, the portion of such costs that is related to the activities of the Company other than the Petroleum Operations;

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- 10.14 Except as provided in Clause 2.1 of this Annex C, salaries, labor costs and employment benefits of, and any charges associated with, Company's personnel;
- 10.15 Costs of setting up and operating an office or other support facilities outside of the Republic of Iraq, including the Contractor's personnel salaries, allowances, benefits, etc.;
- 10.16 Any penalties, fines, default interest charges or similar expenditures.
- 10.17 Any other expenditure which is stated elsewhere in the Contract to be a non-recoverable expenditure.

CLAUSE 11. CONTROL STATEMENTS AND MAJOR ACCOUNTS

- 11.1 Contractor shall annually prepare, from the statements of expenditure prepared pursuant to Clause 1.4 a statement showing for the relevant Year the excess or deficit in expenditure compared to planned expenditures, including without limitation expenditures associated with Minimum Work Obligations. Such statement shall be rendered to ROC not later than ninety (90) days following the end of such Year.
- 11.2 For the purpose of classifying costs, expenses and expenditures for cost recovery and Minimum Work Obligations, costs, expenses and expenditures shall be recorded in major accounts including Capital Cost and Operating Cost.

CLAUSE 12. TRANSFER PROCEDURE FOR THE OPERATING ACCOUNT

In conducting the transfer of the books of account and the inventory of all properties in accordance with the provisions of these Accounting Procedures, the implementation procedure for the transfer and verification, the accounting files to be transferred and accounting matters to be settled as well as other details, shall be agreed in advance by the former Operator and the new Operator. The transfer procedure shall be completed within the period agreed upon by the Parties. Thereafter, owing to the needs of any shareholder, the new Operator shall allow such shareholder's staff access to the books of accounts within the relevant periods and provide them with duplicates of the relevant accounting records, if necessary.

CLAUSE 13. EXTERNAL AUDITOR'S CERTIFICATE

Contractor shall provide ROC with a certificate from the external auditor of Contractor's Operator's parent company confirming that the charges and the rates applied pursuant to Clauses 2.1(a) to 2.5(d) represent actual costs.

(End of Annex C)

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ANNEX D – DEFINITION OF RESERVOIRS

This Annex D is attached to and made part of the Exploration, Development and Production Contract for [Area].All depths quoted are in meters below mean sea level.

To be provided in Final Tender Protocol

(End of Annex D)

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ANNEX E – MINIMUM WORK OBLIGATION

This Annex E is attached to and made part of the Exploration, Development and Production Contract for [Area].

To be provided in Final Tender Protocol

(End of Annex E)

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ANNEX F – FORMS OF GUARANTEE

FORM 1: FOR COMPANY

To: ROC

We refer to the Exploration, Development and Production Contract for [Area], (hereinafter referred to as the "Contract") entered into on this _____ day of _____, 201____, between _____, _____ Oil Company and ROC, an IraqiState oil company.

In consideration of the rights and obligations of _____being a wholly-owned and controlledAffiliate of _____ ("_____") as a Party to the Contract, _____, a company duly organized and existing under the laws of [_____] and whose registered office is at [_____] hereby unconditionally and irrevocably undertakes, to make available or cause to be made available to _____ such technical and financial resources that are required to perform and fulfill its obligations under the Contract, as may be amended from time to time by the Parties thereto, including payment to ROC of the balance (if any) of the Minimum Expenditure Obligation in accordance with Article 6 of the Contract, if applicable.

_____ hereby unconditionally and irrevocably guarantees _____ in the performance and fulfillment of its obligations under the Contract.

The obligations of _____ hereunder shall be limited to the extent of the Participating Interest held by _____ under the Contract.

This Guarantee shall extend to any Affiliated assignee of _____which may become a Party to the Contract.

This Guarantee is issued for the benefit of ROC and cannot be assigned or transferred by it to any other party without the prior written consent of _____.

For purposes of this Guarantee, the capitalized terms used herein but which are undefined shall have the meaning ascribed to them in the Contract. A person who is not a party to this Guarantee shall have no third party rights to enforce or enjoy the benefit of any terms of this Guarantee.

This Guarantee shall be governed by and construed in accordance with the Law. Any dispute arising from this Guarantee shall be settled in accordance with the terms of Article 37 of the Contract.

This Guarantee shall come into force on the Effective Date of the Contract and shall remain valid as long as _____, or its Affiliate, shall be bound by the Contract.

Signed for and on behalf of:

Name and Title:

Signature:

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FORM 2- FOR ROC, OEC, SOMO, AND TRANSPORTER

To: _____

We refer to the Exploration, Development and Production Contract for [Area], (hereinafter referred to as the "Contract") entered into on this _____ day of _____, 201_, between _____, _____ Oil Company and ROC.

In consideration of

- the rights and obligations of ROC as a Party to the Contract and being fully owned subsidiary of the Ministry of Oil of the Republic of Iraq; and
- _____ entering into the Contract

the Ministry of Oil, hereby unconditionally and irrevocably guarantees for the benefit of _____ to make available or cause to be made available to ROC such financial and technical resources that are required to perform and fulfill its obligations under the Contract, as may be amended from time to time by the Parties thereto, for the Term of the Contract or as extended to enforce rights or obligations in relation to the Contract.

This Guarantee shall unconditionally and irrevocably extend to the obligations of OEC, Oil Marketing Company (SOMO), Transporter, and any Affiliate of ROC or the Ministry of Oil, which becomes a Party to the Contract and any references in the Guarantee to ROC shall be construed accordingly.

This Guarantee shall come into force on the Effective Date of the Contract and shall remain valid as long as ROC, Transporter, OEC, SOMO, and any other Affiliate of ROC or the Ministry of Oil, shall be bound by the Contract.

This Guarantee is issued for the benefit of _____ and cannot be assigned or transferred by it to any other party without the prior written consent of ROC.

For purposes of this Guarantee, the capitalized terms used herein but which are undefined shall have the meaning ascribed to them in the Contract.

This Guarantee shall be governed by and construed in accordance with the Law. Any dispute arising from this Guarantee shall be settled in accordance with the terms of Article 37 of the Contract.

Address of the Ministry of Oil for purposes of enforcement of this Guarantee:

Petroleum Contract and Licensing Directorate, Ministry of Oil, Baghdad, Republic of Iraq, attention Director General.

Signed for and on behalf of Ministry of Oil:

Name and Title:

Signature:

(End of Annex F)

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ANNEX G – QUALITY SPECIFICATIONS

This Annex G is attached to and made part of the Exploration, Development and Production Contract for [Area].

To be provided in Final Tender Protocol

(End of Annex G)

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ANNEX H - INVOICING PROCEDURES

This Annex H is attached to and made part of the Exploration, Development and Production Contract for [Area].

Terms used in this Annex shall have the meanings ascribed to them in the Contract.

CLAUSE 1. RELATIONSHIP TO THE EXPORT OIL SALES AGREEMENT OF THE CONTRACT

The Export Oil Sales Agreement ("EOSA") sets out the procedures for the lifting of Export Oil by each of the Companies as payment of due and payable Petroleum Costs and Remuneration from ROC to Contractor under the Contract. This Annex H sets out the invoicing procedures pursuant to Clause 9 of the Accounting Procedures in Annex C of the Contract for payment by ROC of due and payable Petroleum Costs and Remuneration to Contractor.

CLAUSE 2. INVOICING PROCEDURES

- 2.1 To effect payment in Export Oil for Petroleum Costs and Remuneration accumulated in the Spending Quarter, Contractor shall prepare and submit to ROC by the tenth (10th) day of the second Month of the Spending Quarter an invoice that sets out the actual Petroleum Costs and Remuneration in the first Month of the said Spending Quarter and the estimated Petroleum Costs and Remuneration for the remainder of the Spending Quarter and that will be due and payable as Export Oil in the Lifting Quarter ("Provisional Invoice"), in all cases Petroleum Costs payable being subject to the provisions of Article 19.5 of the Contract. The Provisional Invoice shall also include any balances of Petroleum Costs and Remuneration brought forward from previous periods and any adjustments to be made to the Petroleum Costs and Remuneration set out in previous invoices.
- 2.2 The Provisional Invoice submitted by Contractor shall be subject to ROC review. In the event ROC notifies Contractor in writing of any changes to the Provisional Invoice, upon agreement by ROC and Contractor such changes shall be reflected in a Revised Invoice issued pursuant to Clause 2.4 of this Annex.
- 2.3 Based on the Petroleum Costs and Remuneration set out in the Provisional Invoice and the Provisional Export Oil Price, Contractor shall prepare and submit a statement (a "Forward Quantity Statement") to ROC and SOMO by the tenth (10th) day of the second Month of the Spending Quarter that sets out the quantities of Export Oil to be delivered to the Companies in each Month of the applicable Lifting Quarter. The Companies shall schedule and take delivery of the quantities of Export Oil as set out in the Forward Quantity Statement, as subsequently adjusted, in accordance with the terms of the EOSA and this Annex. Any changes to the Provisional Invoice agreed between ROC and Contractor shall be reflected promptly in a revised Forward Quantity Statement.
- 2.4 Contractor shall prepare and submit to ROC by the fifteenth (15th) day of the first Month of the Lifting Quarter, an invoice that sets out the actual Petroleum Costs and Remuneration accumulated through the end of the Spending Quarter and that are due and payable as Export Oil in the Lifting Quarter ("Revised Invoice"). The Revised Invoice shall also include any adjustments to be made to the Petroleum Costs and Remuneration set out in the Provisional Invoice and other previous invoices.

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- 2.5 Within fifteen (15) days of the submission of the Revised Invoice, ROC shall review the Revised Invoice and confirm its accuracy or notify Contractor of any errors to be corrected and that the Revised Invoice should be resubmitted by Contractor for approval by ROC. Within the said time period, and in the event ROC and the Contractor disagree in respect of the amount of the Revised Invoice, the Revised Invoice shall be deemed approved to the extent of the undisputed amount and any disputed amount shall be resolved in accordance with Article 37.
- 2.6 Based on the Petroleum Costs and Remuneration set out in the Revised Invoice and the applicable Provisional Export Oil Price, Contractor shall prepare and submit a revised Forward Quantity Statement to ROC and SOMO by the last day of the first Month of the Lifting Quarter that sets out the quantities of Export Oil to be delivered to the Companies in each Month of the said Lifting Quarter taking into account any adjustments required by Clause 2.5. The Companies shall schedule and take delivery of the quantities of Export Oil as set out in the revised Forward Quantity Statement. During the first Month of the Lifting Quarter, Contractor shall take delivery of quantities of Export Oil for its entitlement of Petroleum Costs and Remuneration for the first Month of the Spending Quarter as per the Provisional Invoice and the Forward Quantity Statement. During the second and third Months of the Lifting Quarter, Contractor shall take delivery of quantities of Export Oil as adjusted in the Revised Invoice and revised Forward Quantity Statement for its entitlement of Petroleum Costs and Remuneration for the remainder of the Spending Quarter.
- 2.7 Notwithstanding the foregoing, the Provisional Invoice and Forward Quantity Statement submitted in respect of the fourth Quarter of a Calendar Year shall schedule quantities of Export Oil to be delivered to the Companies which shall in this instance take place in the last month of the Calendar Year depending on the availability of Export Oil and SOMO's decision.

CLAUSE 3. CONTRACTOR'S ENTITLEMENT TO PETROLEUM COSTS AND REMUNERATION

Under no circumstances shall an event of Force Majeure or any failure by SOMO to make deliveries of Export Oil lead to a reduction in the Petroleum Costs and Remuneration to which Contractor is entitled under the Contract. Any scheduled delivery of Export Oil affected by an event of Force Majeure or other interruption shall be rescheduled at the earliest available alternative lifting dates to be mutually agreed by SOMO and Contractor.

(End of Annex H)

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ADDENDUM ONE – HEADS OF JOINT OPERATING AGREEMENT

This Addendum One is attached to and made part of the Exploration, Development and Production Contract for [Area].

Terms defined in the Exploration, Development and Production Contract shall have the same meanings for the purpose of this Heads of Agreement. The parties to the Joint Operating Agreement are the entities constituting Contractor.

CLAUSE 1. SCOPE

This Heads of Joint Operating Agreement is to provide for the basic principles to be included in a Joint Operating Agreement (“JOA”) to be executed among the entities constituting Contractor (hereinafter referred to individually as “Participant” or collectively as “Participants”).

CLAUSE 2. PARTICIPATING INTEREST

Subject to Article 27 of the Contract, each Participant shall have the undivided percentage interest determined under the Contract and/or as agreed by the Participants (“Participating Interest”), provided that each Participant's Participating Interest shall not be less than ten percent (10%). Each Participant shall participate in proportion to its respective Participating Interest in all costs, expenses and liabilities incurred pursuant to the Contract or JOA and shall own, in the same proportion, Contractor's rights under the Contract and the Participants' rights under the JOA.

CLAUSE 3. OPERATOR

- 3.1 The Operator appointed in accordance with the Contract, shall have exclusive management and control of Petroleum Operations.
- 3.2 Operator may, at any time resign as such by giving the Participants notice in writing if it has identified an alternate operator that is acceptable to ROC; Operator shall cease to be Operator if: (a) it or its guarantor dissolves, liquidates or terminates its legal existence; (b) it or its guarantor becomes insolvent, bankrupt or is placed in receivership; (c) its Participating Interest is reduced to less than thirty percent (30%) unless otherwise approved by ROC; or (d) it takes no action within thirty (30) days after notification to it by a Participant to remedy a material breach of this JOA. Pursuant to Article 9.5 of the Contract, replacement of the Operator shall be subject to ROC's prior approval.

CLAUSE 4. OPERATING COMMITTEE

- 4.1 An Operating Committee composed of representatives of the Participants shall be established and shall act for the duration of this JOA to make decisions and establish joint policies and make proposals to be submitted to ROC, the JMC, as well as to make any other decisions necessary or expedient for the orderly supervision and direction of the Petroleum Operations.
- 4.2 The decisions of the Operating Committee on all matters coming before it shall be made by the affirmative vote of the representatives of the Participants having a combined voting right of at least _____percent (_____%), each Participant being entitled to have and to exercise through its representatives a voting right equal numerically to its Participating Interest. The Operating Committee shall also decide upon Contractor's representation in

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the JMC, provided that Contractor's Operator shall have at least one (1) of the members provided to Contractor.

CLAUSE 5. WORK PROGRAMS AND BUDGETS

For each Calendar Year, the Operator shall prepare and submit to the Participants Work Programs and Budgets not later than the first day of August of the preceding Year. Each such Work Program and Budget shall set out in a reasonably detailed manner the work to be carried out and shall include an itemized estimate of the corresponding expenditures. The Operating Committee shall review and discuss the Work Program and Budget submitted by Operator for the following Calendar Year and shall adopt, not later than August 30, a Work Program and Budget to be submitted to the Operator for further study and possible modification before referring it to the JMC for approval pursuant to Article 12.2.

CLAUSE 6. COSTS AND EXPENSES

All costs and expenses of Contractor for Petroleum Operations shall be borne by the Companies in proportion to their respective Participating Interest. All costs and expenses that are incurred in the conduct of operations under this JOA shall be determined and recorded according to an Accounting Procedure (without prejudice to Annex C of the Contract) and generally accepted accounting principles and shall be subject to periodic inspection and audit.

CLAUSE 7. DEFAULTS

7.1 Any Company that fails to pay when due its Participating Interest share of costs and expenses shall be in default, hereinafter referred to as ("Defaulting Company"). The Operator shall as soon as practicable notify all Participants of such default and the Operator shall keep the Participants informed thereafter of material events in relation thereto. The amount not paid by the Defaulting Company shall bear interest from the date due until paid in full at the rate specified in Clause 7.2 below. After any default has continued for thirty (30) days, the Defaulting Company shall not be entitled to attend Operating Committee meetings or to vote on any matter coming before the Operating Committee during the period such default continues. Non-Defaulting Companies shall pay the defaulted amount on behalf of the Defaulting Company, in proportion to their Participating Interests or in any other proportion they may agree upon.

7.2 The Defaulting Company shall have the right to remedy the default at any time prior to forfeiture, as hereinafter provided, by payment in full to the Operator or, if the Non-Defaulting Companies have paid any amounts under Clause 7.1 of this JOA, to the Non-Defaulting Companies, in proportion to the amounts so paid by them, of all amounts which the Defaulting Company has failed to pay, together with interest thereon on a day to day basis at the rate of LIBOR plus five percent (5%). Interest shall not be recoverable as Petroleum Costs.

If a Defaulting Company has not remedied the default by the thirtieth (30th) day, then, during the continuance of such default, the Defaulting Company shall not be entitled to its Participating Interest share of Petroleum Costs and Remuneration, which shall vest in and be the property of the Non-Defaulting Companies. The Petroleum Costs and Remuneration due to the Defaulting Company shall proportionately be paid to the Non-Defaulting Companies, which Petroleum Costs and Remuneration shall be credited against all monies advanced by such Non-Defaulting Companies on behalf of the

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Defaulting Company. The balance of such fees, if any, shall be paid to the Defaulting Company when such default has been remedied.

CLAUSE 8. WITHDRAWAL

After the Minimum Work Obligations have been fulfilled, any Company may elect, and subject to ROC's prior written consent, by giving notice to the other Companies, to withdraw from the Contract and the JOA. Each of the other Companies may also give notice that it desires to withdraw from the Contract and the JOA. Should all Companies give such notice of withdrawal, the Companies shall proceed to abandon the Contract Area and terminate the Contract and JOA. If less than all of the Companies give such notice of withdrawal, then the withdrawing Companies shall execute and deliver all necessary instruments and documents to assign their Participating Interests to ROC without any compensation whatsoever. ROC shall take the assignment of all of the withdrawing Companies' Participating Interests and shall have the right to assign the withdrawing Companies' Participating Interests to an Iraqi entity. The withdrawing Company shall remain responsible in proportion to its Participating Interest for any liability that may arise for any activity performed before its withdrawal and shall not be entitled to the Petroleum Costs or Remuneration accrued on or after the date of its withdrawal.

CLAUSE 9. ASSIGNMENT

Each Company may transfer, subject to any requirement under the Contract, all or part of, its Participating Interest under the Contract and the JOA to a wholly-owned and controlled Affiliate without the consent of the other Companies; provided that such Company shall remain responsible for the performance of the financial and other obligations under the Contract and the JOA to the same extent as if the transfer had not occurred and provided further that the assigning Company shall timely notify the other Companies of any such transfer. Without prejudice to the provisions of the Contract, no transfer of any interest under the Contract and the JOA to third party(s) may be made by any Company without the written consent of the other Companies and to their preferential rights, which consent shall not be unreasonably withheld. The transfer by a Company of its interest under the Contract and the JOA to third party(s) shall be subject to ROC's prior written approval and its pre-emptive right in accordance with Article 28.5 of the Contract. The assignee or transferee shall be bound by the Contract and the JOA.

CLAUSE 10. RELATION OF THE PARTICIPANTS

Without prejudice to Article 2.4 of the Contract, the rights, duties, obligations and liabilities of the Participants under this Heads of Agreement and the JOA shall be individual, not joint or collective. It is not the intention of the Participants to create, nor shall this Heads of Agreement or the JOA be deemed or construed to create a mining or other partnership, joint venture, association or trust, or as authorizing any Participants to act as an agent, servant or employee for any other Participant for any purpose whatsoever except as explicitly set forth in the JOA.

CLAUSE 11. GOVERNING LAW AND ARBITRATION

The JOA shall be governed by, construed, interpreted and applied in accordance with the Law. Any dispute, controversy or claim arising out of or in relation to or in connection with the JOA or the operations carried out thereunder, including without limitation any dispute as to the validity, interpretation, enforceability or breach of the JOA, shall be settled by arbitration in Paris, France, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce conducted in the manner contemplated in Article 37 of the Contract.

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CLAUSE 12. EFFECTIVE DATE AND TERM

This Heads of Agreement shall come into force on the Effective Date of the Contract and shall continue in effect until the Contract expires, terminates or upon the Participants entering into the JOA, whichever is the earlier.

CLAUSE 13. JOINT OPERATING AGREEMENT (JOA)

Within six (6) months from the Effective Date, the Participants shall enter into the Joint Operating Agreement which shall embody the principles stipulated in this JOA Heads of Agreement and it may include such other provisions as customarily used by international petroleum industry and shall continue in effect as long as the Contract is in effect.

(End of Addendum One)

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ADDENDUM TWO – HEADS OF PETROLEUM TRANSFER AGREEMENT

This Addendum Two is attached to and made part of the Exploration, Development and Production Contract for [Area].

Terms defined in the Exploration, Development and Production Contract shall have the same meanings for the purpose of this Heads of Petroleum Transfer Agreement.

CLAUSE 1. SCOPE

This Heads of Petroleum Transfer Agreement prescribes the basic principles to be included in a Petroleum Transfer Agreement to be executed by and between the Operator and Transporter for transportation of Petroleum produced from the Contract Area under the Contract.

CLAUSE 2. SCOPE OF PETROLEUM TRANSFER AGREEMENT

Provided Operator complies with its obligations under the Contract and this Addendum Two related to the Transportation System, Transporter, on behalf of ROC shall receive at the Transfer Point(s) the quantities of Petroleum from the Contract Area.

CLAUSE 3. FACILITIES AT THE TRANSFER POINT

For the purpose of the transfer of Petroleum, Operator may use a parcel of land at the Transfer Point(s) and construct necessary facilities thereon.

CLAUSE 4. TRANSFER RATE

Operator shall have the right and the obligation to tender Petroleum at the Transfer Point(s) at a certain average rate in accordance with the approved Plans and Revisions. However, Operator in co-ordination with Transporter may transfer Petroleum at a peak rate up to twenty percent (20%) above the approved average rate for temporary periods to compensate for operational constraints. In the event that the throughput capacity of the pipeline system or the related facilities is constrained for unforeseeable incidents beyond the control of the Operator or Transporter and the throughput of Petroleum through the pipeline system is consequently reduced, Operator shall reduce its deliveries accordingly. Any such reduction shall be on a non-discriminatory basis.

CLAUSE 5. TRANSFER CONDITIONS

Petroleum shall be transferred at the Transfer Point(s) from one or more Petroleum streams in accordance with the approved Plans, and at the pressure commensurate with the pressure required by the existing system. The quality of each Petroleum stream transferred at the Transfer Point(s) shall be subject to certain conditions and specifications to be agreed upon by Transporter and Operator. Operator shall not mix any additives to the Petroleum tendered for transportation, without prior written approval of Transporter.

CLAUSE 6. MEASURING

Operator shall install, maintain and operate all facilities necessary for the measurement of Petroleum at each Production Measurement Point. Operator shall notify ROC prior to any calibration of such measurement facilities and allow ROC's representatives to attend such calibration activities. Unless agreed otherwise by the Parties, any inaccuracy determined during such calibration activities shall be deemed to have existed since the mid-point between the last calibration and the current calibration. Similarly, Export Oil that may be lifted by Contractor shall

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be measured at the Delivery Measurement Point in accordance with standard SOMO measurement practices.

Operation and calibration of the metering equipment and procedures for measurement and sampling shall be in accordance with the prevailing standards of the international petroleum industry. The Parties shall agree the procedure for measuring the volume and quality of Petroleum and shall have the right of access to Production Measurement Points and the right of witnessing calibration thereof.

CLAUSE 7. TRANSPORTATION SYSTEM

- 7.1 Operator and Contractor shall have no obligation to build transportation facilities downstream of the Transfer Point unless this is agreed and incorporated in a Development Plan. In the event such facilities are built they shall be handed over to Transporter upon completion and commissioning.
- 7.2 In case a need arises to de-bottleneck, improve the efficiency and/or to increase the capacity of the Transportation System, ROC, Transporter, or Operator may propose to construct facilities beyond the Transfer Point, in addition to or to modify the existing Transportation Facilities. If agreed in a Plan, Operator and Contractor shall participate in the building and financing of the same in proportion to the production from the Contract Area in relation with other users and such participation shall be considered Petroleum Costs.
- 7.3 In the event that Contractor agrees to finance and build or improve such transportation facilities, Operator shall ensure the participation of Transporter's representatives during engineering and construction of the Transportation Facilities, as well as the training of Transporter's personnel concerning operation and maintenance to be conducted before handing them over to the Transporter. Operator shall provide Transporter with all documents and guarantees relating to the said Transportation Facilities. Operator and Transporter shall agree in advance on a procedure for smooth hand-over of the Transportation Facilities after completion and commissioning.

CLAUSE 8. EFFECTIVE DATE AND TERM

This Heads of Petroleum Transfer Agreement shall be valid and effective as from the Effective Date and shall continue in effect until the expiry or termination of the Contract or upon the Operator and Transporter entering into the Petroleum Transfer Agreement, whichever is the earlier.

CLAUSE 9. GOVERNING LAW AND ARBITRATION

The Petroleum Transfer Agreement shall be governed by, construed, interpreted and applied in accordance with the Law. Any dispute, controversy or claim arising out of or in relation to or in connection with the Petroleum Transfer Agreement or the operations carried out thereunder, including without limitation any dispute as to the validity, interpretation, enforceability or breach of the Petroleum Transfer Agreement, shall be settled in accordance with the procedures set forth in Article 37 of the Contract.

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CLAUSE 10. PETROLEUM TRANSFER AGREEMENT

Within six (6) months from the approval of the Development Plan, the Operator shall enter into the Petroleum Transfer Agreement with Transporter which shall embody the principles in this Addendum Two and it may include such other provisions as customarily used by the international petroleum industry and shall continue in effect for as long as the Contract is in effect.

(End of Addendum Two)

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ADDENDUM THREE –HEADS OF EXPORT OIL SALES AGREEMENT

This Addendum Three is attached to and made part of the Exploration, Development and Production Contract for [Area].

HEADS OF EXPORT OIL SALES AGREEMENT
FOR THE [AREA]CONTRACT AREA
BETWEEN
OIL MARKETING COMPANY
OF THE IRAQI MINISTRY OF OIL
AND

EXPLORATION, DEVELOPMENT AND PRODUCTION CONTRACT"EDPC"
FOR _____
CONTRACT NO. (___/[Area])

HEADS OF EXPORT OIL SALES AGREEMENT
FOR [AREA] CONTRACT AREA

This Export Oil Sales Agreement (“**Agreement**”) is entered into between Oil Marketing Company (“**SOMO**”) on behalf and for the account of _____ Oil Company (“**ROC**”) (hereinafter called First Party) of the one part and _____ and _____ being members of Contractor under the Exploration, Development and Production Contract for [Area] signed on _____, **201** (“**EDPC**”)(hereinafter called Second Party) of the other part (collectively referred to as the “**Parties**” and individually as a “**Party**”).

Whereby it is agreed as follows:

SECTION ONE – SPECIFIC PROVISIONS

The Parties are entering into this Agreement to implement ROC's obligation to pay the Contractor the amounts due by ROC pursuant to the EDPC for the services rendered by Contractor to ROC.

As between ROC and Contractor, the provisions of the EDPC shall continue to apply and govern all matters other than those covered by this Agreement relating to the lifting of Export Oil in satisfaction of payment obligations under the EDPC.

Wherever the General Provisions of Section Two, attached and herein incorporated in this Agreement, are at variance or in conflict with this Section One, the provisions of Section One shall govern. Capitalized terms used herein, unless otherwise defined in this Agreement, shall have the same meaning as defined in the EDPC.

ARTICLE 1 – DEFINITIONS

As used in this Agreement, unless otherwise provided the following words and terms shall have the following meanings:

| | |
|----------------------|---|
| API Gravity | means scale adopted by the American Petroleum Institute for expressing the specific gravity of crude oil. |
| Barrel | means forty-two (42) US Gallons at sixty degrees (60°) Fahrenheit and at normal atmospheric pressure. |
| Barrel per day (B/d) | means the average number of barrels of crude oil supplied during a calendar day as defined above. |
| Day | means a period of twenty-four (24) running hours commencing at 00.01 hours local time at the port of loading. |
| Dollar (\$) | the currency of the United States of America. |
| FOB | means "Free on Board" as referred to in the ICC Incoterms 2000. |
| Invoice | means an invoice prepared in accordance with Annex H of the EDPC. |
| Month | means Gregorian calendar month commencing at 00.01 hours local time at the port of loading on first day of the month. |

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Quarter means a period of three (3) consecutive months beginning on January 1, April 1, July 1, October 1, as the case may be.

Year means a Gregorian calendar year.

(End of Article 1)

ARTICLE 2 – DURATION, DESTINATION

DURATION

This Agreement shall become effective on the _____ day of _____ **201** and shall continue thereafter until the settlement of each amount invoiced pursuant to Article 5 of this Section One.

DESTINATION

The destination of the crude oil delivered under this Agreement shall be refining systems in Europe, North and South America, the Far East and South Africa, given that it is declared at least seventy-two (72) hours before the accepted Laycan date. However, any change in the destination after the said seventy-two (72) hours shall be subject to First Party's approval before being accepted.

(End of Article 2)

ARTICLE 3 – QUANTITY AND QUALITY

First Party undertakes to deliver FOB and Second Party undertakes to receive the following:

| Type of Crude Loading | Estimated Quantity | Port of |
|---|---|--|
| Basra Light or as otherwise agreed by the Parties | ± 5% (at First Party's operational tolerance) actual quantity lifted is based on net bill of lading. | Basra Oil Terminal or as otherwise agreed by the Parties |

The above quantity is calculated pursuant to Article 5 of this Section One.

The above quantity shall be adjusted to fit the upper limit of the invoice amount or the actual quantity that is to be lifted, whichever is applicable.

The quality of the crude oil shall be the standard export quality available at the port of loading from time to time.

The quantity, in full or in part, to be lifted under this Agreement by a Company shall always be subject to crude oil availability at the time of loading.

In any case when the First Party, for reasons technical or otherwise that are beyond its control, is unable to deliver the agreed quantity, the Second Party shall be advised of the alternative lifting dates.

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EXCESS VOLUMES

The Parties may, at their option, elect to deliver or lift excess Export Oil over and above the volumes in the Forward Quantity Statement. The actual value of any such excess Export Oil lifted by any Company will reduce the outstanding balance of due Petroleum Costs and Remuneration under the EDPC as reflected in the then most current Invoice. If either of Parties wishes to exercise this option to deliver excess Export Oil in any Lifting Quarter, it shall notify the other of such election no later than the first day of the second Month of the preceding Quarter, and the other Party must confirm its agreement no later than ten (10) days after such notice.

(End of Article 3)

ARTICLE 4 – PRICE

The price(s) of the crude oil to be delivered under this Agreement shall be the declared SOMO official selling price (OSP) for the scheduled Month of loading.

A. BASRA LIGHT PRICE

1. FOR THE NORTH AND SOUTH AMERICAN MARKET

Basra Light Price Ex Basra Oil Terminal is based on the Argus Sour Crude Index (ASCI) Front Month as a marker crude.

The ASOI (Front Month) is calculated by taking the monthly arithmetic average of all the daily ASCI Quotations as published in the Argus Crude Report for the scheduled Month of loading. The scheduled Month of loading is defined as the Month in which loading is accepted by the First Party's nomination scheduling process.

2. FOR THE EUROPEAN AND SOUTH AFRICAN MARKET

Basra Light Price Ex Basra Oil Terminal is based on Brent (Dated) as a marker crude.

The Brent (Dated) is calculated by taking the arithmetic average of the means of high and low spot assessments of Brent (Dated) quotations as published in the Platts Crude Oil Marketwire for five consecutive quotations starting from the fifteenth (15th) Day from the Bill of Lading Date, with the Bill of Lading Date being the first day of such fifteen (15) Day period.

3. FOR THE FAR EAST MARKET

Basra Light Price Ex Basra Oil Terminal is based on (Oman + Dubai) / 2 as marker crudes.

The Oman and Dubai are calculated by taking the monthly arithmetic average of the means of high and low spot assessments of Oman and Dubai quotations as published in the Platts Crude Oil Marketwire during the scheduled Month of loading.

• API ESCALATION / DE-ESCALATION

The resulting Basra Light Price is to be reduced by Dollar (\$) 0.04 for each whole one tenth of a degree API below 34.00 degree and to be increased by Dollar (\$) 0.04 for each whole one tenth of a degree API above 34.00 degree.

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• **FREIGHT ESCALATOR / DE-ESCALATOR**

The final price for each shipment destined to North and South America and to Europe shall be adjusted by taking the difference between A and B below:

(A) The average Worldscale quotations published in Platts Dirty Tankerwire for the voyage Arab Gulf-US Gulf (260 kt North and South America bound ships) and Arab Gulf-UKc (260 kt Europe bound ships) for the average of (the Month prior to the Month of loading) (I.E.M-1) and accepted nomination (M).

(B) A base Worldscale rate of 30 (Thirty).

The freight adjustment shall take into consideration the following:

- The Second Party is to be compensated if the assessment in (A) is more than the base rate.
- If the assessment in (A) is less than the base rate then the First Party is to be compensated.

Basra Light of 34 API, i.e., a conversion factor metric ton/Barrel of 7.37.

The aforementioned freight adjustment shall not be applied to cargoes destined to South Africa.

The price formula applicable for each shipment of Basra Light crude oil shall be the price formula prevailing on the accepted date of loading.

B. KIRKUK CRUDE PRICE

1. FOR THE NORTH AND SOUTH AMERICA MARKETS

Kirkuk crude price Ex Ceyhan Terminal is based on the Argus Sour Crude Index (ASCI) Front Month as a marker crude.

The ASCI (Front Month) is calculated by taking the monthly arithmetic average of all the daily ASCI quotations as published in the Argus Crude Report for the scheduled Month of loading. The scheduled Month of loading is defined as the Month in which loading is accepted by the First Party's nomination scheduling process.

2. FOR THE EUROPEAN AND SOUTH AFRICAN MARKETS

Kirkuk crude price Ex Ceyhan Terminal is based on Brent (Dated) as a marker crude.

The Brent (Dated) is calculated by taking the arithmetic average of the means of high and low spot assessments of Brent (Dated) quotations as published in the Platts Crude Oil Marketwire for five consecutive quotations starting from the Bill of Lading Date, with the Bill of Lading Date being the first day of such fifteen (15) Day period.

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• **API ESCALATION / DE-ESCALATION**

The resulting Kirkuk crude price is to be reduced by Dollar (\$) 0.04 for each whole one tenth of a degree API below 36.00 degree and to be increased by Dollar (\$) 0.04 for each whole one tenth of a degree API above 36.00 degree.

• **FREIGHT ESCALATOR / DE-ESCALATOR**

The final price for each shipment destined to North and South America shall be adjusted by taking the difference between A and B below:

(A) The average Worldscale quotations published in Platts Dirty Tankerwire for the voyage Ceyhan terminal-US Gulf (260 kt North and South America bound ships) for the average of (the Month prior to the Month of loading) (I, E.M-1) and accepted nomination (M).

(B) A base Worldscale rate of 30 (Thirty).

The freight adjustment shall take into consideration the following:

- The Second Party is to be compensated if the assessment in (A) is more than the base rate.
- If the assessment in (A) is less than the base rate then the First Party is to be compensated.

Kirkuk crude of 36 API, i.e., a conversion factor metric ton/Barrel of 7.42.

No freight compensation will be calculated for shipments destined to South African Market. The price formula applicable for each shipment of Kirkuk Crude Oil shall be the price formula prevailing on the accepted date of loading.

(End of Article 4)

ARTICLE 5 – FINANCIAL SETTLEMENT PROCEDURE

Payment for shipment(s) of Export Oil under this Agreement shall be made by offsetting the value of such shipments from the invoice amount due and payable to the Second Party. The value of each shipment shall be calculated on the basis of the actual price for such shipment in accordance with the following:

- a. The invoicing procedures described in Clause 2 of Annex H of the EDPC shall apply, including in respect of any adjustments to invoices or overlifts or underlifts as a result of the final determination of Export Oil Price.
- b. The volume of Export Oil allocated to the Companies in any Lifting Quarter shall not exceed the upper limit set for payment of amounts due by ROCcalculated using SOMO's anticipated price of Basra crude oil, which shall be based upon the latest available prices published in Platts and Argus for benchmarks used for pricing Basra crude oil before the declaration date of monthly loading schedule by the First Party.

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- c. Any liability of each Company under this Agreement shall be several and not joint and each Company shall bear only such portion of any such liability as is attributable to its respective actions or failure to act.

(End of Article 5)

ARTICLE 6 – SOMO STANDARD DOCUMENTATION

| | |
|---|---------------------------|
| Bill of Lading | 12 - (3 orig. & 9 copies) |
| Certificate of Origin | 4 |
| Certificate of Quality and Quantity | 4 |
| Shore Quantity Report | 4 |
| OBQ Report | 4 |
| Ullage Report | 4 |
| Bunker Inspection Record | 4 |
| Time Log | 4 |
| LoadPort Inspection Checklist | 4 |
| Laboratory Report of Quality | 4 |
| Sample Receipt | 4 |
| Basic Marine Movement Date Sheet | 4 |
| Certificate of Tank Washing Rem. On board | 4 |
| Distribution of Documents | 4 |

Two sets of documents are handed to Master, one being for consignee. First Party shall advise Second Party by telex or cable within forty-eight (48) hours following each loading with the following details:

Vessel's name
Loading port
Commenced loading date
Completed Loading date
Sailing date
Gross and net quantities in metric tons, long tons and Barrels
API Gravity

(End of Article 6)

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ARTICLE 7 – SPECIAL CONDITIONS

Second Party hereby confirms that it has not paid nor will pay and has not given nor will give any commission, in cash or in kind, or benefit of any kind whatsoever to any person whomsoever, including any intermediary, in connection with the conclusion of this Agreement.

Without prejudice to the General Terms and Conditions of this agreement, the Second Party will be committed to the requirements of the Extractive Industries Transparency Initiative (EITI) by confirming the price paid for crude oil under this agreement and taking such other reasonable measures as may be agreed between the Parties.

Notwithstanding anything to the contrary herein, nothing in the Agreement is intended and nothing herein should be interpreted or construed, to induce or require any Party hereto to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws, regulations, decrees or other official government rules or requirements of the country of incorporation of such Party or such Party's ultimate parent company or otherwise applicable to such party which relate to anti-money laundering, foreign trade controls, export controls, embargoes or international boycotts of any type.

(End of Article 7)

ARTICLE 8 – ADDRESSES

Communications required shall be effected at the addresses below:

The First Party

Oil Marketing Company
PO Box 5118, Baghdad, Iraq
E-mail: info@somooil.gov.iq
FAX: 00 9641 772 6574 / 00 9641 774 2797

And

The Second Party:

Address:
E-mail:
FAX:

(End of Article 8)

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SECTION TWO - GENERAL TERMS AND CONDITIONS

The provisions of thisSectionTwo, General Terms and Conditions shall be subordinate to the provisions of Section One; Specific Provisions to the extent there is any inconsistency.

ARTICLE 1 – MEASUREMENT, SAMPLING AND THIRD PARTY INSPECTION

A. MEASUREMENT AND SAMPLING

1. Measurement of the quantities and the taking of four (4) samples for the purpose of determining the quality of the crude oil in each shipment shall be in accordance with the latest approved methods as published by the American Petroleum Institute (API) in the Manual of Petroleum Measurement Standards (API MPMS) and the American Society for Testing and Materials or the Institute of Petroleum at the port of loading at time of the shipment in question. Temperature correction to 60°F shall be made in accordance with latest edition of Chapter Eleven of the API Manual.
2. The bill of lading shall indicate the quantity of crude oil delivered in conformity with measurements at the port of loading and shall be considered final and binding upon both parties after deduction of bottom sediments and water.

The bill of lading date is the time and date when hoses are disconnected

3. Any claims from Second Party as to determinations made at the loading port relating to the quality delivered shall be sent to First Party within sixty (60) days from the date of the bill of lading.
4. No claim submitted by Second Party for one lot of the crude oil shall be regarded as a reason for rejecting any other lot of crude oil to be delivered under this Agreement.
5. In case of a dispute arising over the quality of the delivered crude oil, Second Party and First Party will refer to the analysis of a two samples to be carried out independently by the two parties. These analyses will be binding upon both parties provided they are found in agreement with each other within the reproducibilities of IP or ASTM methods.
6. Should these analyses prove different, however, the other two samples shall be analyzed by a third laboratory, to be agreed upon by both Parties. The result of this analysis shall be final and the cost thereof shall be borne by the party losing the claim.

B. THIRD PARTY INSPECTION

An independent inspector is to be appointed to carry out inspection duties outlined in American Petroleum Institute - Manual of Petroleum Measurement Standards (API - MPMS) for all shipments of Kirkuk crude oil loaded from Ceyhan Terminal. Both First Party and Second Party shall equally share the inspection fees.

(End of Article 1)

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ARTICLE 2 – TITLE AND RISK

First Party shall deliver, or cause to be delivered, the crude oil to the Second Party, as mutually agreed, FOB onboard an acceptable tank vessel at the export terminal. Title to and risk of loss of the crude oil shall pass to the Second Party when the oil passes the flange connection between the delivery hose and the vessel's cargo intake manifold. Any loss of or damage to the crude oil or to any property of the First Party or terminal operator and the consequences of oil pollution of sea water, before, during or after loading, caused through the fault of the vessel or its crew, shall be for the Second Party's account.

(End of Article 2)

ARTICLE 3 – LIFTING PROGRAMME

1. Second Party shall lift the quantities of crude oil agreed upon in this Agreement as follows:
 - A. Quantities to be lifted under this Agreement shall be fairly evenly spread.
 - B. Second Party shall specify monthly lifting during each Quarter at least forty-five (45) days before commencement of the relevant Quarter.
2. The above-mentioned tentative schedules, which are to be supplemented to cover all contracted quantities may be altered by express request of Second Party, subject to First Party's approval. First Party shall not unreasonably withhold its approval and will notify Second Party within fifteen (15) days of the request.
3. Any provisions hereunder which allow the First Party to suspend delivery of Export Oil under this Agreement shall act only to cancel affected lifting which will be rescheduled by mutual agreement.
4. Following the agreement of Contractor's nominations and loading schedule of Export Oil for a Month, Contractor shall advise First Party of the allocation of such nominations between each of the Companies. Each of the Companies shall have the sole right and sole responsibility to lift the Export Oil it has allocated to it.

(End of Article 3)

ARTICLE 4 – NOMINATION OF VESSELS

1. Second Party shall notify First Party twenty (20) days before the beginning of each Month of its loading program for that Month. Such program shall specify for each vessel:
 - A. The expected date of arrival of each vessel.
 - B. Quality and Quantity of crude oil to be loaded, five percent (5%) more or less.
 - C. Vessel's name or TBN.
 - D. Port(s) of discharge and destinations.
 - E. Instructions needed by First Party to issue documents in accordance with effective export regulations.

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2. First Party shall notify Second Party not later than ten (10) days after receipt of the notice specified hereinabove whether it accepts or refuses schedules or nominations. In case of refusal, First Party shall propose other dates which shall be as close as possible to those proposed by Second Party. Dates thus determined shall be deemed accepted by Second Party unless the Second Party advises First Party to the contrary within three (3) working days following receipt of First Party's notification.
3. The accepted date of arrival (laycan) of the vessel at the loading ports shall be fixed on a one (1) day range.

However, an accepted date of arrival (laycan) may be changed at any time by Second Party with First Party's consent.
4. Second Party shall require vessel's master to advise loading port by radio or cable of vessel's expected day and time of arrival at least seventy-two (72) hours, forty-eight (48) hours and twenty-four (24) hours before arrival.

Failure to give any notice at least twenty-four (24) hours in advance of arrival of any vessel will increase lay-time allowed to First Party by an amount equal to the difference between twenty-four (24) hours and the number of hours prior to arrival of such vessel that notice of such ETA is received by First Party.
5. Nominations quoted as TBN shall be replaced by firm vessel nomination with the same accepted laycan and to load a similar quantity of crude oil at least five (5) days before the firm date of arrival.

Should Second Party fail to give the above notice of at least five (5) days, the deemed arrival date of the vessel shall be the fifth day after the date when notice is received by First Party.
6. Should Second Party wish to substitute a vessel of different size to load a different quantity, this shall be subject to prior approval of First Party.
7. Second Party shall specify when the nominated vessel is for part cargo and advice First Party the DWT of the vessel and cargo on board (if any) which should not exceed the allowed limits set by port authorities.

(End of Article 4)

ARTICLE 5 – VESSEL BERTHS

1. Each vessel shall comply with all regulations in force at the loading port.
2. The loading berth indicated by First Party's representative shall enable a vessel to proceed thereto, lie thereat, and depart therefrom always safely afloat.
3. First Party's representative may shift the vessel at the loading pen from one berth to another and shall then assume all extra expenses in connection therewith. Such shifting time shall be counted as used lay-time.
4. Vessel shall vacate her berth as soon as loading is completed. In the event of failure to do so, Second Party shall pay First Party for any resultant demurrage, loss or damage which

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First Party may incur including such as may be incurred due to resulting delay to other vessels awaiting their turn to load.

5. If in the course of entering berth or mooring or loading or unmooring or heaving berth, the vessel or its crew damage any of the terminal or shore installations or equipment due to negligence or any reason, Second Party shall be responsible for all claims, damages, costs, and expenses arising therefrom.

(End of Article 5)

ARTICLE 6 – LOADING CONDITIONS

1. Vessels arriving within their accepted laycan shall be loaded in order of tendering their notice of readiness.
2. Upon arrival of the vessel at the loading port, the master or his representative, shall tender to First Party's representative notice of readiness of the vessel to load crude oil, berth or no berth.
3. Lay-time shall commence six (6) hours after notice of readiness to load has been tendered by the master to First Party or First Party's representative, subject to second Party's and vessel's compliance with all other provisions of this Agreement and if the notice is tendered within the accepted laycan as defined in Article 4(3) of this section.

If the notice is tendered before the beginning of the period as defined in Article 4(3) of this section, then lay-time shall commence at 6a.m. local time on the first day of such period. However, if the vessel is moored at loading berth before 00.01 hours on the first day of the period hereinabove indicated, then lay-time shall commence six (6) hours after completion of vessel's mooring berth or on commencement of loading, whichever shall first occur.

If the notice is tendered after the expiration of the accepted laycan as defined in Article 4(3) of this section, loading will be made in accordance with First Party's possibilities and Second Party shall have no right to claim for any delay thereby. However, First Party may refuse to load a vessel which has arrived more than ten (10) days after noon time of the date determined as in Article 4(3) of this section

4. Lay-time shall end when loading hoses have been disconnected after completion of loading.
5. At Ceyhan, the First Party shall be allowed thirty-six (36) hours as lay-time within which to complete loading a vessel scheduled to load at single loading port. At Basra Oil Terminal and / or KhorAlamaya Terminal, the First Party shall be allowed lay-time within which to complete loading a vessel scheduled to load on a single loading port basis as follows: (A) thirty-six (36) hours for vessels up to 129,999 summer deadweight tons, (B) fifty-four (54) hours for vessels between 130,000 and 199,999 summer deadweight tons; and (C) sixty-five hours (65) for vessels 200,000 summer deadweight tons or greater.
6. Any time consumed due to the following shall not count as used lay-time:
 - A. Delay to the vessel in reaching or clearing her berth caused by conditions beyond First Party's control.

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- B. Delay to the vessel during loading, including delay due to inability of the vessel's facilities to load the cargo within the time allowed and generally speaking any time lost on account of vessel.
 - C. If Second Party or owner or master of the vessel or port authorities prohibit loading at any time.
 - D. Discharging of ballast and changing type of crude oil.
 - E. Awaiting customs and immigration clearance and pratique.
 - F. Awaiting pilot or tugs, or while moving from anchorage to place of loading or awaiting suitable tide.
 - G. Ship tanks inspection before loading.
 - H. Strike, lockout, stoppage or restraint of labour.
7. In case of dirty ballast overflows on board or pollution of sea water by oil or loss of oil due to overflows or leaks of oil on board or ashore caused by the vessel, Second Party will be fully responsible before the port authorities and First Party for all claims, losses, costs and expenses arising therefrom.

(End of Article 6)

ARTICLE 7 – DEMURRAGE

1. First Party shall pay to Second Party demurrage in Dollars (\$) for time used in loading in excess of time allowed in accordance with Article 6 above per day or pro rata for part of the day. The rate of demurrage shall be calculated for the vessel size as per chartering rate payable by Second Party. If the vessel size is larger than the size of the cargo, then demurrage rate shall be prorated accordingly, provided that in both above cases demurrage rate shall not exceed Worldscale 100.
- A. If there is no charter party for the vessel, demurrage shall be paid in accordance with the average freight rate assessment (AFRA) effective on the date of the bill of lading, provided such demurrage rate does not exceed Worldscale 100, in which case Worldscale 100 shall apply.
 - B. Worldscale 100 rate means the rate provided by the edition of Worldscale prevailing at the date of loading for vessels of the same type and category.
 - C. If (AFRA) rates cease to be published or cease to be representative, First Party and Second Party shall consult in order to establish an alternative method of assessment.
2. However, if demurrage occurs at the loading port because of fire or explosion in or about the plant of First Party, or because of breakdown of machinery or equipment of First Party, or because of bad weather, the rate of demurrage shall be reduced to one-half.

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3. Notwithstanding the above, no demurrage shall be payable in the event:
- A. First Party is prevented from or delayed in delivering all or any part of the crude oil for reasons of Force Majeure.
 - B. the claim for demurrage is received by First Party after sixty (60) days from the date of the bill of lading.
 - C. the fully documented claim itself for demurrage is received by First Party after ninety (90) days from the date of the bill of lading. Full documents means Second Party's calculation sheet, notice of readiness, time sheet duly signed by master and First Party's representative at the loading port, and a copy of the charter party.

(End of Article 7)

ARTICLE 8 – TAXES AND DUTIES

- 1. Second Party shall bear alone port dues and fees charged on vessels at the port of loading.
- 2. Dues and other charges at the loading port on the crude oil loaded or to be loaded shall be borne by First Party.

(End of Article 8)

ARTICLE 9 – ASSIGNMENT

- 1. Neither party shall have the right to assign its rights and obligations under this Agreement in whole or in part without the written consent of the other.
- 2. In the event of an approved assignment, assignor shall be jointly held responsible with assignee for the full performance of its obligations towards the other party.

(End of Article 9)

ARTICLE 10 – DESTINATION

- 1. Second Party acknowledges that all laws, regulations and rules of the Republic of Iraq relating to destination of crude oil purchased hereunder shall apply to Second Party.
- 2. Second Party undertakes that all laws, regulations and rules of the Republic of Iraq shall apply to vessels employed by it to transport crude oil covered by this Agreement.
- 3. Second Party undertakes, whenever required, to submit to First Party or its representative within a reasonable time, the discharge certificate of each shipment duly endorsed by the Iraqi representative (or any other acceptable representative) in the country of destination.

(End of Article 10)

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ARTICLE 11 – FORCE MAJEURE

1. Failure or omission to carry out or to observe any of the terms, provisions or conditions of this Agreement shall not give rise to any claim by one party hereto against the other or be deemed to be a breach of this Agreement if this is due to Force Majeure.
2. If by reason of Force Majeure the fulfillment by either party of any terms and conditions of this Agreement is delayed for a period not exceeding three (3) months the period of such delay shall be added to the duration of this Agreement. If, however, the period of delay exceeds three (3) months, either party at any time after the expiry of the three (3) months shall have the right to terminate this Agreement by giving written notice.

(End of Article 11)

ARTICLE 12 – DAMAGES

Except as may be expressly provided in the Agreement, neither the First Party nor the Second Party shall be liable for, and no claim shall be made for, consequential indirect or special damages of any kind arising out of, or in any way connected with the performance of or the failure to perform this Agreement.

(End of Article 12)

ARTICLE 13 – ARBITRATION

1. All Disputes arising out of or in connection with this Agreement, other than those Disputes that have been finally settled by reference to either senior management or Expert, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Paris, France unless agreed otherwise by the Parties to the Dispute. The language of arbitration shall be the English language. The award of arbitration shall be in English and shall be final and binding on the Parties to the Dispute. Judgment on the award rendered may be entered and enforced in any court having jurisdiction in recognition and enforcement thereof. Any right to appeal or challenge any arbitral decision or award, or to oppose enforcement of any such decision or award before a court or any governmental authority is hereby waived by the Parties except with respect to the limited grounds for modification or non-enforcement provided by the applicable Rules of Arbitration of the International Chamber of Commerce.
2. Unless otherwise agreed by the Parties, the operations and the activities of the Parties with respect to the performance of this Agreement shall not be stopped or delayed pending the award of arbitration. Any arbitration under this Agreement must be initiated within two (2) years of the date on which one Party notifies the other Party of the Dispute, and in any event, within three (3) years of the date of the termination or expiry of this Agreement.
3. It is expressly understood and agreed by the Parties that the rights and obligations under this Agreement constitute commercial rather than sovereign rights and obligations and therefore no Party shall have the right to claim, and hereby expressly waives, any immunity from legal proceedings or judgment, including any enforcement of any judgment or arbitration award in this respect.

(End of Article 13)

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ARTICLE 14 – NOTICES

1. Any notices, declarations and other communications which either party may be required to give or make to the other party shall, unless otherwise specifically provided elsewhere, be given in writing within the required time and sent by post, by telegraph or by telex to the address of the other party specified for this purpose in the Agreement and shall, unless otherwise specifically provided herein, be deemed to have been given or made on the date of receipt by the other party.
2. Either Party, by not less than fifteen (15) days notice in writing to the other Party, may from time to time change its address.

(End of Article 14)

ARTICLE 15 – APPLICABLE LAW

This Agreement shall be construed and governed in accordance with the laws of the Republic of Iraq.

(End of Article 15)

ARTICLE 16 – GENERAL BUSINESS ETHICS

1. In the performance of this Agreement, the Parties or any of their Affiliates and every other person acting on their behalf ("Related Person") shall ensure that they each strictly comply with general business ethics, the provisions of the United Nations Convention against Corruption and any provision of any act, rule or regulation of the laws of the country of incorporation of such entity or such entity's ultimate parent company pertaining to anti-bribery, anti-corruption, anti-money laundering, the export or import of technical data, restrictive trade practices regardless of their technical applicability to the relevant person (the "Business Ethics Laws").
2. Neither Party nor their Related Persons shall, in relation to or in the performance of this Agreement, give or receive from any director, employee or agent of the other or its Affiliates, any gift, entertainment or other benefit of more than minimal cost or value or any commission, fee or rebate, and any hospitality shall be held within reasonable limits.
3. Each Party warrants that neither they nor any of their Related Persons has taken or will take any action or failed to take or will fail to take any action where such action or failure to act would result in a violation of any Business Ethics Law by any Party and that none of them or their Related Persons have made, offered or authorized, requested, received, or accepted and will not make, offer, or authorize, request, receive, or accept with respect to the matters which are the subject of or related to the signing of this Agreement, any ancillary document related to this Agreement or any matter arising out or related to the Petroleum Operations, any payment, gift, promise or other advantage, whether directly or indirectly through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, or any other person, where such payment, gift, promise or advantage would violate

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(i) the Law; (ii) the laws of the country of incorporation of such entity or such entity's ultimate parent company and of the principal place of business of such ultimate parent company; or (iii) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999. Each entity shall defend, indemnify and hold the others harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such first entity of such warranty. Such indemnity obligation shall survive termination of expiration of this Agreement.

(End of Article 16)

(End of Addendum Three)