

TERMS AND CONDITIONS

No.	Article Title
1.	Introduction
2.	Purchase Orders
3.	Pricing and Payment
4.	Shipment
5.	Complete Agreement
6.	Title
7.	Reservation of Rights
8.	Waiver
9.	Warranty
10.	Supplier Quality Surveillance (SQS) Inspection and Expediting
11.	Indemnity
12.	Delays
13.	Assignment
14.	Changes
15.	Cancellation for Default
16.	Termination for Convenience
17.	Laws and Regulations
18.	Liens
19.	Suspension of Performance
20.	Independent Contractor
21.	Gratuities
22.	Confidential Information
23.	Hazardous Materials
24.	Validity of Provisions
25.	Arbitration
26.	Right to Offset
27.	Security
28.	Survival
29.	Trial
30.	Export Authorizations
31.	Insurance for Services
32.	Ethical Business Conduct

1. INTRODUCTION: These terms and conditions set out the basis on which GYSBI procures services, materials, and goods for its use, or for the use of its clients (the Terms). Unless otherwise specified, these terms are incorporated by reference into each Purchase Order (PO) that GYSBI enters with each of its suppliers, contractors, and sub-contractors.

2. PURCHASE ORDERS: The Supplier shall ensure that the goods and/or services:

- (a) correspond with the quantity, type, sort, quality, and description set out in the purchase order.
- (b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by GYSBI.
- (c) be of good and merchantable quality (within the meaning of the Sale of Goods Act Cap 90:10 of Guyana)
- (d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery.
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

If the goods and/or services do not comply with the GYSBI purchase order and/or instructions, GYSBI is entitled, at its option, to either return the goods at the risk and expense of the Supplier; reject the goods and/or services; require the Supplier to re-perform the services or accept the goods in whole or part and/or services supplied by the Supplier but without prejudice to any rights of GYSBI to claim compensation for loss or damage suffered as a result of Supplier's failure to comply.

If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order GYSBI shall be entitled to terminate the contract without notice.

No Minimum Purchase Requirement. THIS AGREEMENT DOES NOT OBLIGATE BUYER TO ANY MINIMUM OR EXCLUSIVE PURCHASE REQUIREMENT.

3. PRICING AND PAYMENT: The price for the goods and/or services shall be the price set out in the purchase order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services unless stated otherwise. No additional charges shall be effective unless agreed by GYSBI.

In respect of goods, the Supplier shall invoice GYSBI on or at any time after completion of delivery. In respect of services, the Supplier shall invoice GYSBI in full, monthly, or quarterly as agreed. The valid VAT invoice must contain the purchase order number and shall include such supporting information required by GYSBI to verify the accuracy of the invoice.

GYSBI shall pay the accepted invoiced amounts within 30 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier. GYSBI may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by GYSBI to the Supplier.

4. SHIPMENT: Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of Seller severable. No charge will be allowed for packing, shipment or handling unless stated in this Purchase

Order. Seller shall pay for damaged goods resulting from improper packing or marking. Itemized packing lists must accompany each shipment. Buyer's count will be accepted as final and conclusive on shipments not accompanied by Seller's itemized packing list. If applicable, shipments shall be palletised to the maximum extent of palletization. Costs for palletizing are included in the purchase price. All goods received in excess of Purchase Order requirements will be subject to return for credit at Seller's expense.

5. COMPLETE AGREEMENT: The Purchase Order shall become a binding agreement of Seller and Buyer upon buyer's issuance of this Purchase Order, or upon Seller otherwise acknowledging acceptance of the Purchase Order or commencing performance of this Purchase Order, whichever occurs first. This Purchase Order, together with the specifications, drawings and documents referred to herein and the other documents referred to therein, which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writing pertaining to this Purchase Order, or the subject matter hereof, are superseded hereby. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document.

Any invoice, acknowledgment or other communication issued by Seller in connection with this Purchase Order shall be construed to be for record and accounting purposes only. Any terms and conditions stated in such communication shall not be applicable to the Purchase Order and shall not be considered as Seller's exceptions to the provisions of the Purchase Order. Trade custom and/or trade usage is superseded by this Purchase Order and shall not be applicable in the interpretation of this Purchase Order.

Anything that may be called for in the specifications and not shown on the drawings or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller shall immediately submit the matter to Buyer for its determination and shall comply with the determination of Buyer in such matter.

All headings and numbering in this Purchase Order are for convenience of reference only and shall in no way be used in interpretation of any of the provision in this Purchase Order.

6. TITLE: Seller warrants full and unrestricted title to Buyer for all goods, services and documents furnished by Seller under this Purchase Order free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. If Buyer makes progress payments to Seller under this Purchase Order, title to the goods ordered hereunder shall pass to Buyer at the time that Seller provides the goods in this Purchase Order. Seller shall clearly identify the goods as property of Buyer by visible marking or tagging, and Buyer shall have the right, at Buyer's option, to inspect and verify that said goods have been identified as Buyer's property. Care, custody, and control of such goods remains with Seller until such time as Buyer takes physical possession or otherwise agrees in writing by change order to this Purchase Order.

7. RESERVATION OF RIGHTS: The making or failure to make any inspection of, or payment for, the goods or services covered by this Purchase Order shall in no way impair Buyer's right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance by Buyer of the goods or services, nor affect in any way Seller's obligations under this Purchase Order notwithstanding Buyer's opportunity to inspect the goods or services, Buyer's knowledge of the non-conformity or defect, its substantiality or the ease of its discovery, nor Buyer's earlier failure to reject the goods or services.

8. WAIVER: Buyer's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege.

9. WARRANTY: Seller warrants to Buyer that all goods and services covered by this Purchase Order will conform with the specifications, drawings, and other descriptions supplied or adopted by Buyer and will be new, of good quality, fit and sufficient for the purposes for which they are intended as evidenced in this Purchase Order and in the drawings and specifications referred to herein, of good materials, design and workmanship, free from defects, and will fulfill satisfactorily the operating conditions specified herein.

Seller, at its expense, (including without limitation costs of removal, packing, transportation, and reinstallation) shall promptly either repair or replace any defective materials, workmanship, or services furnished to Buyer which within twelve (12) months after Final Acceptance.

Nothing herein contained shall diminish the extended liability for faulty materials or workmanship, which is created by applicable law as, for example, without limitation, by provisions creating builder responsibility for periods in excess of the warranty if required by applicable law.

Goods or services that are repaired or replaced by Seller pursuant to this Warranty shall be warranted, according to the terms hereof, for an additional twelve (12) months from the date of such repair or replacement. Seller will at any time be chargeable for repairs made by Buyer to correct such a failure to meet the warranty herein when Seller has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing.

If the Seller, after having been given seven (7) days written notice to remedy the said deficiencies, fails or neglects to comply then the Buyer and/or Owner may perform the necessary Work and deduct the cost of same from any monies owing to the Seller, or the Seller shall pay to the Buyer and/or Owner on demand all costs incurred in connection therewith. Provided that in the event of an emergency arising from the said deficiencies, which imminently endangers life or property, the Buyer and/or Owner may make such immediate arrangements for emergency repairs as it deems fit and the Seller shall pay to the Owner all costs incurred by the Buyer and/or Owner in connection therewith. Provided also that if the Seller's field force has been removed from the Site due to termination of the Purchase Order, the Buyer and/or Owner, at its option and at the cost of the Seller, may undertake such repairs or replacement.

The above warranties are in addition to all other warranties as may be express or implied at law or equity, and all warranties shall extend to Buyer and any successors and assigns.

10. SUPPLIER QUALITY SURVEILLANCE (SQS) INSPECTION AND EXPEDITING: Seller shall be responsible for the performance of all activities affecting quality and schedule including those of its suppliers. Buyer reserves the right to review Seller's Quality Assurance and Quality Control Procedures. Seller's Quality Plan submittal requirements, if applicable, are defined in the "Supplier Drawing and Data Commitment Form" section of this Purchase Order.

The goods provided by Seller under this Purchase Order are subject to SQS inspection, expediting, audit of Quality Plan implementation and witnessing of Seller testing by the Buyer and/or Buyer's representative, who shall be granted access to all parts of the Seller's plant(s) or Seller's supplier's plant(s) engaged in the manufacturing or processing of this Purchase Order. The representative's inspection and witnessing of testing, or lack of inspection, witnessing of testing or response, shall in no way release the Seller from any obligations related to this Purchase Order. Seller shall further ensure that these terms and conditions become a part of its purchase orders to its suppliers for all goods or services which are used in the products purchased under this Purchase Order. Seller is further responsible for obtaining and submitting Quality Plans as required from its suppliers.

Seller and/or Seller's suppliers will notify Buyer at least five (5) calendar days in advance of the date inspection or test can be made. If for any reason the date should be set back, Seller shall telephone, wire, or facsimile Buyer immediately.

11. INDEMNITY:

Seller agrees to defend, indemnify and hold harmless Buyer, the affiliated companies of each, and their directors, officers, employees, agents and representatives, from and against all claims, demands, causes of action, liability, loss or expense arising from or relating to any actual or asserted:

Failure by Seller to comply with any law, ordinance, regulation, rule, or order, or with this Purchase Order. This Section includes, but is not limited to, fines or penalties by government authorities and claims arising from Seller's actual or asserted failure to pay taxes.

violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information furnished by Seller or its suppliers. Should any goods or services provided by Seller become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Seller shall, at Buyer's option, either procure for Buyer the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing goods or services.

The preceding paragraph shall not apply to any goods, or any part thereof, manufactured to designs furnished and required by Buyer, nor shall it apply to claims that the sale or use of a process or use of a combination of the goods supplied by Seller hereunder with other goods infringes a patent, if such process or other goods were not supplied by Seller and Seller's supplying of the goods hereunder does not constitute contributory patent infringement.

Injury to or death of persons (including employees of Buyer, Seller and Seller's suppliers) or from damage to or loss of property (including the property of Buyer) arising directly or indirectly out of this Purchase Order or out of any acts or omissions of Seller or its suppliers. Seller's defence and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Seller of construction equipment, tools, scaffolding, or facilities furnished to Seller by Buyer.

Contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Purchase Order or out of any acts or omissions by Seller, its suppliers or sub suppliers.

Seller's computer software, hardware or systems, and all software, hardware, systems and any materials and services incorporated in Seller's goods or services shall process, without error or fault, dates, and date related data.

Seller's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or wilful misconduct of, or by defects in design furnished by, the party to be indemnified, Seller's defence and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Buyer for legal action to enforce Seller's indemnity obligations.

In the event that any indemnity provisions in this Purchase Order are contrary to the law governing this Purchase Order, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by applicable law.

With respect to claims by employees of Seller or its suppliers, the indemnity obligations under this Purchase Order shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Seller, its suppliers or sub suppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations, and Seller waives any limitations of liability arising from workers' compensation or such other acts or regulations.

12. DELAYS: TIME OF DELIVERY IS OF THE ESSENCE FOR THIS PURCHASE ORDER. Seller acknowledges that the deadlines for delivery or performance specified in a Purchase Order are critical, and time is of the essence for the avoidance of substantial loss to Buyer. Seller's failure to meet any deadline without Buyer's consent constitutes a material breach. In the event of delay or anticipated delay for cause, Seller shall promptly notify Buyer in writing of the delay and its approximate duration, and Seller will undertake to shorten or make up the delay by all means additional cost to Buyer. Where the delay is caused by acts of God, acts of civil or military authority, epidemics, war, riot, or other similar causes beyond Seller's control and which Seller could not have reasonably foreseen or provided against, Buyer shall be notified promptly of the force majeure event, and shall have the right to either: (i) terminate by written notice to Seller all or part of this Purchase Order in accordance with its terms or (ii) extend the date of delivery or performance for a period equal to the durations of the delay, but Seller shall not be entitled to any extra compensation for such delay, Seller shall not be excused from performance hereunder where alternate sources of supply of materials, goods or services are available.

13. ASSIGNMENT: Neither this Purchase Order nor any portion hereof shall be assigned or delegated without Buyer's prior written consent and any such assignment or delegations shall be void. Buyer reserves the right to assign this Purchase Order to the Buyer's successors or assigns or affiliates.

14. CHANGES: No substitutions shall be made in this Purchase Order without the prior written consent of Buyer. Buyer shall have the right by written direction to make changes in the specification and drawings for goods or services covered by this Purchase Order. If Seller believes that such change affects the price or delivery date for such goods or services, Seller shall so notify Buyer in writing (with adequate supporting documentation) within five (5) working days after receipt of said written direction. Seller shall

suspend performance of the change unless thereafter released in writing by Buyer to perform said change, and Buyer and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change.

Seller's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) working days after Seller receives direction to make such changes. Seller shall not suspend performance of the unaffected portion of this Purchase Order while Buyer and Seller are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed

in writing by Buyer. If released in writing by Buyer, Seller shall comply with and perform such change in accordance with the terms of this Purchase Order during the time Seller and Buyer require to mutually agree upon an equitable adjustment. No agreement or understanding modifying the conditions of terms of this Purchase Order shall be binding upon Buyer nor will extra compensation be paid by Buyer unless the agreement or understanding is made in writing.

15. CANCELLATION FOR DEFAULT: In the event Seller shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency, or in the event Seller is in default of any material provisions or requirement of this Purchase Order, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have, cancel further performance by Seller under this Purchase Order. In the event of such cancellation, Buyer may complete the performance of this Purchase Order by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by Buyer in so doing. Seller shall deliver or assign to Buyer any work in progress as Buyer may request. Any amounts due Seller for goods and services completed by Seller in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to set off of Buyer's additional costs of completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this Purchase Order or of any subsequent default by Seller.

16. TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at any time by written notice to Seller. On the date of such termination stated in the notice, Seller shall discontinue all work pertaining to this Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in Seller's and in its supplier's plants pending Buyer's instructions, and shall dispose of same in accordance with Buyer's instructions. Termination payment to Seller or refund to Buyer, if any, shall be promptly and mutually agreed to by Buyer and Seller, based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Buyer, disposition of work and material on hand, and amounts verified by Buyer, disposition of work and material on hand, and amounts previously paid by Buyer. Seller shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential, or other damages because of such termination payment.

Seller shall deliver or assign all goods with all applicable warranties or dispose of goods as directed by Buyer prior to final payment.

17. LAWS AND REGULATIONS: Seller warrants that all goods and services supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances and regulations, and further Seller shall provide all permits, certificates and licenses which may be required for the performance of the Purchase Order. This Purchase Order shall be subject to the law and jurisdiction of Guyana unless expressly designated otherwise in the Purchase Order.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Purchase Order and shall be disclaimed and excluded from any contracts placed by Seller with its suppliers.

Seller certifies that it has an affirmative action policy ensuring equal employment opportunity without regard to race, colour, national origin, sex, age, religion or handicap, that it maintains no employee facilities segregated on the basis of race, colour, religion or national origin and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

18. LIENS: Seller agrees to indemnify, hold harmless and defend Buyer from and against all laborers', materialman's, mechanics', or other liens arising from the performance of Seller's obligations under this Purchase Order and shall keep the premises of Buyer free from all such claims, liens, and encumbrances. To the full extent permitted by applicable law, Seller, for itself and all of its suppliers of any tier, waives all rights of lien against the property and premises of Buyer for labour performed or for goods furnished for the Work.

19. SUSPENSION OF PERFORMANCE: Buyer may at any time, and from time to time, by written notice to Seller, suspend further performance of all or any portion of this Purchase Order by Seller. Such suspensions shall not exceed more than one hundred eighty (180) consecutive calendar days each nor aggregate more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, Seller shall promptly suspend further performance of the Purchase Order to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment Seller has on hand for performance of the Purchase Order. Seller shall use its best efforts to utilize its material, labour and equipment in such a manner as to mitigate costs associated with suspension. Buyer may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Seller specifying the effective date and scope of withdrawal and Seller shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn.

If Seller believes that any such suspension or withdrawal of suspension justifies modification of the Purchase Order price or time for performance, Seller shall comply with the provisions set forth in Article 11, entitled CHANGES. In no event shall Seller be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages because of such suspensions or withdrawals of suspension.

20. INDEPENDENT CONTRACTOR: Seller shall act as an independent Contractor and not as an agent or employee of Buyer and shall not subcontract any portion of the work without the written consent of Buyer.

21. GRATUITIES: Buyer may, by written notice to the Seller, terminate the right of the Seller to proceed or continue under this Purchase Order if it is found that gratuities (in the form of entertainment, gifts or otherwise), were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of the Buyer with a view toward securing this Purchase Order or securing favourable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing

of this Purchase Order. In the event this Purchase Order is terminated as provided in this provision, Buyer shall be entitled to pursue the same remedies against the Seller as it could pursue in the event of a material breach of the Purchase Order by the Seller. The rights and remedies of Buyer provided in this or any other article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

22. CONFIDENTIAL INFORMATION: The documents and all other information designated as confidential or proprietary and contents thereof are referred to as "Information". Seller agrees to retain the information in confidence and not to disclose it to any third party or use such information for any other purpose, except as authorized by Buyer for the performance of this Purchase Order. Seller shall not publicize the existence or scope of this Purchase Order without Buyer's written consent. Seller shall require these same agreements on the part of any supplier of Seller's to whom the Information is disclosed. Seller shall return all Information and copies thereof to Buyer upon written request.

23. HAZARDOUS MATERIALS: Seller shall notify Buyer in writing if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and health regulation. Seller shall furnish: all appropriate shipping certification; labelling in compliance with the Workplace Hazardous Materials Information System; Material Safety Data Sheets in compliance with the Workplace Hazardous Materials Information System; and instructions for shipping, safety, handling, exposure and disposal in a form sufficiently clear for use by Buyer's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labelled and are in proper condition for transportation according to any applicable transportation regulations."

24. VALIDITY OF PROVISIONS: In the event any Provision, or any part or portion of any Provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Provision, or any other Provision hereof.

25. ARBITRATION: In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of this Purchase Order or is in any way connected with Seller, Seller agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

26. RIGHT TO OFFSET: Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller in connection with this Purchase Order, any and all amounts owed by Seller to Buyer.

27. SECURITY: If Buyer makes any advance or progress payment to Seller under the Purchase Order, upon Buyer's request, Seller agrees to execute a Security Agreement and Financing Statement (both in form satisfactory to Buyer) granting a Security interest to Buyer effective in all states of fabrication or manufacture in the proceeds, raw materials and goods which are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order.

28. SURVIVAL: The provisions of this Purchase Order which by their nature are intended to survive the termination, cancellation, completion or expiration of this Purchase Order shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

29. TRIAL: Seller hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Purchase Order and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

30. EXPORT AUTHORIZATIONS: When equipment, material, supplies, technology or other items furnished under this Purchase Order are for export and ultimate use in a country other than Guyana, Seller shall provide to Buyer or Agent, within thirty (30) days after issuance of this Purchase Order, a written notice stating whether any authorization for the export of such items is required by the exporting country. Seller shall assist, without any additional cost to Buyer or Agent, the Buyer or Agent in obtaining all such authorizations for export. Assistance shall be in the form of technical data, drawings, brochures, technical expertise or other means as deemed necessary.

31. INSURANCE FOR SERVICES: Seller shall, at its sole expense, maintain in effect at all times during performance of the Services insurance coverage with limits not less than those set forth below and with insurers satisfactory to Buyer and under forms of policies satisfactory to Buyer:

Contractors All Risk – GYD 22,000,000
Company Liability – GYD 11,000,000
Public Liability – GYD 11,000,000

In the event Seller maintains insurance covering loss or damage to equipment, tools, or any other property of Seller such insurance shall include an insurer's waiver of subrogation in favour of Buyer and Buyer's Authorized Representative and their Affiliates. If Seller does not maintain such insurance, Seller waives any and all rights of recovery against Buyer and Buyer's Authorized Representative and each of their Affiliates for loss or damage to such equipment, tools, or other property of Seller.

None of the requirements contained herein as to type, limits, and approval of insurance coverage to be maintained by Seller are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under this Agreement.

Seller shall deliver to Buyer no later than ten (10) calendar days after Effective Date of the Agreement, but in any event prior to commencing any Services or entering the Jobsite or Facility, certificates of insurance evidencing that the insurance policies with limits described above are in full force and effect. Certificates shall be issued in a form acceptable to Buyer and provide that not less than thirty (30) days advance written notice will be given to Buyer prior to cancellation, termination, or material alteration of such policies. Delivery of the original and two (2) copies of the certificates and any notices of policy change shall be made to:

32. Ethical Business Conduct:

a. Standard of Dealings: All dealings involving the relationship contemplated hereunder will be conducted in a fair manner with honesty and integrity, observing high standards of personal and business ethics. Business books and records will be maintained in a proper, responsible, and honest manner that will allow Buyer to comply with Applicable Law.

b. Anti-Corruption: Seller represents and warrants that neither Seller nor Seller's parent or subsidiary companies, affiliates, or any of their shareholders, members, managers, directors, officers, employees, independent contractors, subcontractors, or agents: (i) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party, including, but not limited to, a government official, political party, party official, or family member or representative of a state-owned enterprise, for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining an improper business advantage; or (ii) has taken or permitted or will take or permit any action to be taken, including an action in connection with the conduct of their business and the transactions contemplated under these terms, which would cause Seller, Buyer or any of Buyer's affiliates to be in violation of any applicable anti-bribery or anti-corruption laws, including, where applicable, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended; and all local equivalent laws in the countries in which business is conducted.

**Guyana Shore Base Inc
Plantation "A", Houston District
Greater Georgetown, 05924
Guyana**
