



JX NIPPON OIL & GAS EXPLORATION (MALAYSIA), LTD.
(Company No. 993413-U)

PRICE AGREEMENT NO.:

PRICE AGREEMENT FORM FOR PURCHASE OF GOODS

PRICE AGREEMENT

This PRICE AGREEMENT (hereinafter called "PRICE AGREEMENT") is made and entered into this <dd/mm/yyyy> (hereinafter called "the Effective Date"),

between

JX NIPPON OIL & GAS EXPLORATION (MALAYSIA), LIMITED, a company incorporated in Japan and having its place of business at Level 15 & 17, Menara Prestige, No. 1 Jalan Pinang, 50450 Kuala Lumpur Malaysia (hereinafter referred to as "NIPPON") of the first part

and

<insert company name>, a company incorporated under the laws of Malaysia having its registered office at <insert company address> (hereinafter referred to as "SUPPLIER") of the second part.

(Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties").

Whereas NIPPON requires the Supply of <insert goods> (hereinafter referred to as the "GOODS") as described in the EXHIBIT I attached hereto and made part hereof and in accordance to the terms of this PRICE AGREEMENT.

Whereas NIPPON desires that SUPPLIER supply the said GOODS in accordance with the terms of this PRICE AGREEMENT.

Whereas SUPPLIER represents that it is able and willing to provide the aforementioned GOODS and that it has the experience and capability to do so expeditiously.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. CONTRACT DOCUMENTS

The following CONTRACT documents together constitute this CONTRACT:

EXHIBIT I	DESCRIPTION OF GOODS
EXHIBIT II	SCHEDULE OF PRICES
EXHIBIT III	ADMINISTRATIVE PROCEDURES
EXHIBIT IV	ANTI- BRIBERY AND ANTI-CORRUPTION

In the event of any ambiguity, inconsistency or conflict between this PRICE AGREEMENT and EXHIBITS listed above, the PRICE AGREEMENT shall take precedence and prevail over the EXHIBITS.

2. DURATION OF PRICE AGREEMENT

This PRICE AGREEMENT shall commence on the effective date stipulated in the PRICE AGREEMENT Form and shall be valid for a primary period of <please insert> years. NIPPON shall have the right to extend the Duration of the PRICE AGREEMENT under the same terms and conditions, but rates to be agreed between the Parties by giving SUPPLIER thirty (30) days written notice prior to the expiry of the primary period.

3. NO COMMITMENT TO ORDER

The PRICE AGREEMENT does not constitute or imply a commitment by NIPPON to purchase any specific GOODS from SUPPLIER. The commitment for purchase of GOODS under this PRICE AGREEMENT shall be made by NIPPON only through the issuance of PURCHASE ORDER to SUPPLIER.

4. PURCHASE PRICE

The agreed Purchase Price is detailed in **EXHIBIT II –SCHEDULE OF PRICES**. The price shall remain firm and valid for a primary period specified in **ARTICLE 2** of the PRICE AGREEMENT for purchase of any or all items or quantities and independent of order size and/or value conditions. Price shall not be subjected to change for any reason whatsoever including, but not limited to, cost escalation and/or currency fluctuations.

5. ACCEPTANCE OF GOODS

GOODS delivered by SUPPLIER to NIPPON shall comply strictly with NIPPON's stated specifications failing which NIPPON may reject such GOODS without any liability whatsoever to SUPPLIER or SUPPLIER shall at NIPPON's request, promptly replace or repair such goods or make good any short supply at SUPPLIER's own cost.

6. AUDIT AND INSPECTION

NIPPON shall have the right to access SUPPLIER's premises as well as to audit all SUPPLIER's documents and records related to this PRICE AGREEMENT. NIPPON shall have the right to inspect the GOODS at any time, either at SUPPLIER's premises or at SUPPLIER's sub-supplier's premises or wherever the GOODS may be at the time. Neither such inspection nor failure of NIPPON to carry out such inspection shall relieve the SUPPLIER of any obligation/liability under the PRICE AGREEMENT.

7. FORCE MAJEURE

Neither SUPPLIER nor NIPPON shall be liable to the other party for any breach of the terms and conditions of the PRICE AGREEMENT where such breach occurs as a result of a Force Majeure.

The term "Force majeure" as used herein shall mean acts of God; war, riots, civil disturbances, strikes, orders, decisions or measures of governmental authorities; or any other event which is unpredictable, insurmountable, and outside the control of the parties hereto. In case of Force Majeure, the parties shall use their best effort to remedy the situation to the extent possible.

8. LAW

The governing law shall be the laws of Malaysia. NIPPON and SUPPLIER agree to submit to the jurisdiction of the Malaysian courts. SUPPLIER shall comply and ensure compliance by its sub-Suppliers with all applicable laws, rules, regulations and obtaining authorities, approval, licenses, and permits for the performance of the PRICE AGREEMENT.

9. LIABILITIES AND INDEMNITIES

SUPPLIER shall be liable for and shall indemnify and hold harmless NIPPON from any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury, illness or death of any personnel employed directly or indirectly by SUPPLIER and any damage to or destruction or loss of any property or equipment of SUPPLIER arising during and/or as a result of the performance of this PRICE AGREEMENT.

NIPPON shall be liable for and shall indemnify and hold harmless SUPPLIER from any and all claims, liabilities, cost, damages and expenses of every kind and nature, with respect to injury, illness or death of any personnel employed directly or indirectly by NIPPON and any damage or destruction or loss of any property or equipment of NIPPON.

SUPPLIER shall, however, not be liable for any consequential loss or damage incurred by NIPPON unless such consequential loss or damage is due to willful failure of SUPPLIER or its Sub-Supplier(s).

10. INVOICING AND PAYMENT

10.1 INVOICING

- 10.1.1 SUPPLIER shall submit its invoice after the GOODS are delivered to NIPPON in accordance with the PRICE AGREEMENT.
- 10.1.2 All invoice(s) shall be verified and signed by the authorised person prior to submission to NIPPON for payment. Notwithstanding any provision to the contrary, all prices and rates specified in the PRICE AGREEMENT are exclusive of value added, good & services, sales, or similar taxes which, if applicable, shall be separately itemised on each invoice.
- 10.1.3 Where the PRICE AGREEMENT price is stated in a currency other than Ringgit Malaysia, all invoices shall state:
 - a) The amount in the currency other than Ringgit Malaysia
 - b) The equivalent amount in Ringgit Malaysia for the purpose of calculating the Sales and Services Tax (“SST”) amount in

accordance with Sales Tax Act 2018 and Service Tax Act 2018. The exchange rate to be used to calculate the equivalent amount in Ringgit Malaysia shall be in compliance with the requirements under the law, regulations or guidelines issued by the Royal Malaysian Customs.

Actual payment to SUPPLIER is still based on the amount in the currency other than Ringgit Malaysia and paid in accordance with Article 10.2 Payment.

10.1.4 All invoices, financial settlements and billings by SUPPLIER to NIPPON shall properly reflect all activities and transactions handled for NIPPON's account.

10.1.5 SUPPLIER shall submit the last invoices not later than three (3) months after the Goods have been delivered. Time is of the essence for the submission of invoices. If the last invoice is not submitted within time, the SUPPLIER is deemed to have immediately waived all outstanding debts owed to the SUPPLIER. Any extension of time for the submission of invoice must be confirmed in writing. Any request for extension is deemed not to be granted until such time written confirmation is given.

10.1.6 All invoices shall indicate the PRICE AGREEMENT number and title, invoice number, invoice date, SST registration number and details of charges as specified in EXHIBIT II – SCHEDULE OF PRICES. shall be submitted in one (1) original and one (1) softcopy as follows:

- a) Original invoices shall be addressed to the address specified below or any other address as advised by NIPPON:

**JX NIPPON OIL & GAS EXPLORATION (MALAYSIA) LIMITED
Level 15, Menara Prestige
No. 1, Jalan Pinang
50450 Kuala Lumpur
Attn: MANAGER, FINANCE & ACCOUNTING DEPARTMENT**

- b) Softcopy of the invoices in PDF file format (in black & white copy) shall be emailed to the email address as stated in **EXHIBIT III - ADMINISTRATIVE PROCEDURES.**

10.2 PAYMENT

- 10.2.1 Payments of undisputed invoiced items shall be remitted within the thirtieth (30th) day after receipt thereof. Payments made by NIPPON shall not preclude the right of NIPPON to thereafter dispute any of the items invoiced.
- 10.2.2 If NIPPON disputes any item on an invoice, NIPPON shall inform SUPPLIER of the disputed item within thirty (30) days of the receipt by NIPPON of that particular invoice. NIPPON shall only be entitled to withhold from payment the actual amount in dispute until the settlement of the dispute.
- 10.2.3 NIPPON shall be entitled to withhold payment if any of SUPPLIER's invoices do not include the supporting documentation required by NIPPON.
- 10.2.4 If NIPPON receives a claim from any of SUPPLIER's suppliers or any SUB-SUPPLIER that they have not been paid by SUPPLIER for work done or materials furnished in connection with the performance of the supply of GOODS under this PRICE AGREEMENT, NIPPON shall first consult with SUPPLIER with respect to such claim. If, after such consultation, NIPPON is of the reasonable opinion that such claim is valid, NIPPON shall be entitled to:
- (a) withhold such amounts from payments due to SUPPLIER under this PRICE AGREEMENT until SUPPLIER discharges such claim whereupon NIPPON will immediately release such sums withheld to SUPPLIER; or
 - (b) make payment directly to the SUPPLIER's suppliers or any SUB SUPPLIERS and to deduct such sums from moneys due to the SUPPLIER or invoice the SUPPLIER for that amount.
- 10.2.5 All payments to SUPPLIER by NIPPON under the terms of this PRICE AGREEMENT shall be in Ringgit Malaysia. NIPPON may authorize payment in other currency provided SUPPLIER makes written request to NIPPON to be paid in such other currency and subject to:

- (a) SUPPLIER furnishing documentary evidence to NIPPON that SUPPLIER is duly authorized by Bank Negara Malaysia to receive payment in such other currency; or
- (b) Bank Negara Malaysia regulations so permitting; and,
- (c) SUPPLIER paying to NIPPON all direct costs incurred by NIPPON or may be incurred by NIPPON and complying with any other reasonable terms and conditions imposed from time to time by NIPPON,

Where the PRICE AGREEMENT is stated in a currency other than Ringgit Malaysia and NIPPON makes payment in Ringgit Malaysia, for the purpose of translating such other currency to enable payment to be made in Ringgit Malaysia, the rate of exchange to be used shall be the prevailing exchange rate on the day of payment quoted by MUFG bank (Malaysia) Berhad or any other bank as agreed by NIPPON. In the event that on such date the foreign exchange market is in a state of suspension due to official declaration of the Government of Malaysia or an appropriate agency thereof, the rates quoted immediately before such suspension shall be used.

10.2.6 Upon notification of any erroneous billings made by SUPPLIER or payments made to SUPPLIER by NIPPON, SUPPLIER shall, within fourteen (14) days, make appropriate adjustments therein and reimburse to NIPPON any amounts of overpayment still outstanding as reflected by said adjustments, notwithstanding the fact that a temporary withholding or a correction of discrepancy may have been effected previously. Notwithstanding the foregoing, NIPPON shall be entitled to deduct such amounts from payments due to SUPPLIER. Accordingly, NIPPON shall pay SUPPLIER any amount of underpayment subject to verification thereof.

10.2.7 Payment due to SUPPLIER may be withheld by NIPPON on account of unsatisfactory performance of the PRICE AGREEMENT, the filing of claims against NIPPON caused by acts or omissions of SUPPLIER or failure of SUPPLIER to pay amounts when due for labour or materials used by SUPPLIER in supplying GOODS or amounts due to any SUB SUPPLIER for the supply of GOODS. In event of default in payment of wages by SUPPLIER, NIPPON shall have the right to deduct from any moneys due to SUPPLIER under this PRICE AGREEMENT for settlement of such claim. Such payment shall be deemed to be a

payment made to SUPPLIER by NIPPON under and by virtue of this PRICE AGREEMENT.

10.2.8 If and when the cause or causes for withholding any such payment have been remedied or removed by SUPPLIER and satisfactory evidence of such remedy or removal has been presented to NIPPON, the payments withheld shall be made forthwith by NIPPON. If SUPPLIER fails to take appropriate remedial action or refuses to remedy or remove any causes for withholding such payments after delivery of written notice to SUPPLIER by NIPPON, NIPPON shall be entitled to cause the same to be remedied, settled or removed on its own and may deduct the costs and expenses thereby incurred by NIPPON from any amounts due or owing or which may become due or owing to SUPPLIER under the PRICE AGREEMENT provided always that this provision shall not affect any other remedy to which NIPPON may be entitled for the recovery of such sums.

10.2.9 Payment made under this PRICE AGREEMENT shall not constitute an admission by NIPPON as to the performance by SUPPLIER of its obligations hereunder and in no event shall any such payment affect the warranty obligations of SUPPLIER. Any payments withheld shall be without prejudice to any other rights or remedies available to NIPPON.

11. WARRANTY

SUPPLIER warrants that all GOODS supplied under the terms of the PRICE AGREEMENT are new, of good workmanship and are in accordance with the specifications.

On notification from NIPPON that GOODS are defective or do not meet specifications, SUPPLIER shall, at its own expense, repair or replace the GOODS, including collecting the GOODS from NIPPON's supply depot or any other designated collection area and deliver the repaired or replacement GOODS to the same point. If SUPPLIER fails to repair or replace the defective GOODS within a reasonable time, NIPPON may repair or replace them and SUPPLIER shall reimburse all costs incurred by NIPPON. The provision of this Article shall apply to GOODS up to eighteen (18) months from the date of receipt of the GOODS, or twelve (12) months after the GOODS have been put into operation, whichever occurs first. The warranty on repaired or replaced GOODS shall continue for twelve (12) months from the date of successful repair or replacement. Provided always that SUPPLIER's liability to

NIPPON arising from the supply of the GOODS or under this PRICE AGREEMENT shall be limited to and not exceed the aggregate value of this PRICE AGREEMENT.

12. PATENT, COPYRIGHT AND TRADEMARKS

SUPPLIER shall indemnify and hold harmless NIPPON, against any liability, loss or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, trade secret or trademark, foreign or domestic, resultant from the use of sale of the GOODS supplied by the SUPPLIER.

13. TAXES AND DUTIES

13.1 SUPPLIER shall be responsible for and pay at its own expense when due and payable all taxes and duties relating to the GOODS including:

13.1.1 All sales, goods and services, excise, storage, consumption and use taxes, licenses, permit and registration fees, income, profit, excess profit, franchise and personal property taxes.

13.1.2 Materials, tools and equipment necessary for the supply of GOODS

13.2 SUPPLIER shall be responsible to seek clarification through its tax advisor on the applicability of withholding tax provisions under the Income Tax Act, 1967 (the Act) as regards non-resident companies in Malaysia.

13.3 SUPPLIER shall submit a letter to NIPPON from the Malaysian Inland Revenue Board stating that SUPPLIER is a resident in Malaysia under Section 7 or 8 of the Act, failing which NIPPON shall consider the SUPPLIER a non-resident of Malaysia for tax purposes and thereby subject to the withholding tax provision of the Act. NIPPON is required by law to withhold appropriate amount from all payments due to SUPPLIER for WORK falling within the withholding tax provisions of the Act until such time that the required letter is submitted to NIPPON.

13.4 Sales and Service Tax (SST)

13.4.1 Any Sales and/or Service tax payable on the lump sums, fixed rates and any other prices set forth in this CONTRACT must be specified and separately stated in EXHIBIT II SCHEDULE OF PRICES.

13.4.2 When an invoice is due for payment, NIPPON shall reimburse SUPPLIER the amount of Sales Tax for any taxable goods manufactured and supplied in Malaysia by the SUPPLIER under the

CONTRACT provided always SUPPLIER shall provide NIPPON with a copy of Sales Tax notification letter issued by the Royal Malaysian Custom Department ('Custom Department') confirming that SUPPLIER is licensed under the Sales Tax Act 2018 as a taxable person supplying taxable goods.

- 13.4.3 When an invoice is due for payment, NIPPON shall reimburse SUPPLIER the amount of Service Tax for any taxable services rendered in Malaysia by the SUPPLIER under the CONTRACT provided always SUPPLIER shall provide NIPPON with a copy of Service Tax notification letter issued by the Custom Department confirming that SUPPLIER is licensed under the Service Tax Act 2018 as a taxable person providing taxable services.
 - 13.4.4 In each of the above invoices, the Sales Tax and Service Tax amount shall be separately stated from the price and/or rates, and shall be separately itemised and must state the SST registration number in the invoice accordingly.
 - 13.4.5 In each of the above invoices, the equivalent amount in Ringgit Malaysia for the purpose of calculating the Sales and Services Tax ("SST") amount in accordance with Sales Tax Act 2018 and Service Tax Act 2018 shall be stated in the invoice. The exchange rate to be used to calculate the equivalent amount in Ringgit Malaysia shall be in compliance with the requirements under the law, regulations or guidelines issued by the Royal Malaysian Customs.
- 13.5 SUPPLIER shall defend, protect and indemnify and hold NIPPON GROUP safe and harmless from any and all claims or liability for income, excess profits, royalty and other taxes assessed or levied by the Government of Malaysia or by any relevant authorities thereof or by the government of any other country against SUPPLIER or any SUBSUPPLIER or against NIPPON on account of any payment made to or earned by SUPPLIER or any SUBSUPPLIER. SUPPLIER further shall protect and hold NIPPON GROUP harmless from all taxes assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by employees of SUPPLIER or any SUBSUPPLIER, and all taxes assessed or levied against or on account of any property or equipment of SUPPLIER or any SUBSUPPLIER.

14. DELIVERY

Time is of the essence of the PRICE AGREEMENT. SUPPLIER shall deliver GOODS on or before the stipulated delivery date failing which NIPPON may immediately cancel any PURCHASE ORDER or any part thereof without any liability whatsoever to SUPPLIER. The SUPPLIER shall give written notice to NIPPON of any anticipated delay.

In case of late delivery of the GOODS or any part thereof after the agreed PURCHASE ORDER delivery time, the SUPPLIER shall pay **0.3% percent per day up to a maximum of 10% of the PURCHASE ORDER** value, from the stipulated delivery date until the date of actual delivery.

All amounts of such Liquidated Damages are agreed as a genuine pre-estimate of the losses that may be sustained by NIPPON in the event that the SUPPLIER fails to complete within schedules and is not a penalty. SUPPLIER agrees to pay such Liquidated Damages without the need for NIPPON to prove its actual damage or loss.

NIPPON may deduct such Liquidated Damages as a debt from any monies due or that becomes due to the SUPPLIER under this PRICE AGREEMENT and Terms & Conditions.

15. TITLE

Title and Risk of the items purchased hereunder shall pass from SUPPLIER to NIPPON at the time SUPPLIER delivers possession of the items in accordance with the delivery terms in the PURCHASE ORDER.

16. CHANGES

NIPPON reserves the right at any time to make changes in the PRICE AGREEMENT subject to equitable adjustment for any increase or decrease in the price or time required for performance. All changes shall be confirmed in writing.

17. CANCELLATION

NIPPON reserve the right to cancel any PURCHASE ORDER or any part thereof at any time by giving SUPPLIER written notice under any of the following circumstances:

- a) SUPPLIER breaches any of the terms of this PRICE AGREEMENT or fails to perform any of its obligations stated in this PRICE AGREEMENT including but not limited to the failure to make satisfactory progress and to deliver the GOODS by the stated delivery date. Cancellation in this event shall be at no cost to NIPPON except for payment to SUPPLIER for GOODS already delivered to and accepted by NIPPON prior to such cancellation; or

- b) NIPPON does not require the GOODS due to whatever reason. In such event both SUPPLIER and NIPPON shall discuss and mutually agree on the quantum of cancellation charges or where prior cancellation charges have been agreed such agreed charges shall apply.

18. ASSIGNMENT

SUPPLIER shall not assign its right and/or obligations in this PRICE AGREEMENT or part hereof without the prior written consent of NIPPON. NIPPON may assign its right and/or obligations in this PRICE AGREEMENT or part hereof to any other operator in the area of operations licensed under a PETRONAS PSC by written notice to the SUPPLIER.

19. CONFIDENTIALITY

SUPPLIER shall treat as secret and confidential all information acquired by SUPPLIER during the performance of the work and shall not disclose any such information to any other person without the prior written consent of NIPPON. The obligations of SUPPLIER stated herein shall continue notwithstanding the termination or expiration of the PRICE AGREEMENT.

Except as may be required in its business the SUPPLIER shall not disclose to third parties without NIPPON's prior written consent the nature of the work or the fact that it has entered into this PRICE AGREEMENT. SUPPLIER shall not make any reference to NIPPON or its affiliated in any publicity, advertising, or other publication without NIPPON's prior written consent.

20. BUSINESS ETHIC

SUPPLIER shall exercise reasonable care and diligence to prevent any action being taken or condition from arising, which conflicts with NIPPON's best interests. This obligation shall apply to the activities of the employees and agents of SUPPLIER in their relations with NIPPON's employees and their families, or with vendors, SUBCONTRACTORS and third parties arising from this CONTRACT or accomplishing Work hereunder. SUPPLIER's efforts shall include, but not be limited to establishing and maintaining precautions and procedures to prevent the SUPPLIER its directors, employees, agents or representatives from directly or indirectly making, receiving, providing or offering gifts whether of minimal value or otherwise, entertainment, payments, loans or other consideration to directors, employees, agents or

representatives of NIPPON for the purpose of influencing individuals to act contrary to NIPPON's interests.

The Parties herein agree that the Malaysian Anti-Corruption Commission Act 2009 (Act 694) ("**MACC Act**"), as may be amended from time to time, is applicable and shall be referred to in this CONTRACT, which provisions are deemed to be incorporated by reference in this **Article**. SUPPLIER states that it is familiar with and shall comply with the MACC Act.

SUPPLIER shall comply at all times with all laws (whether international, national, state or otherwise) and regulations pertaining to anti-bribery and anti-corruption regulations, which are applicable to the Work, and requirements as may be required by the Malaysian Government or other authorities having jurisdiction and otherwise as set forth by NIPPON in its Anti-Bribery and Anti-Corruption Policy and procedures and any other requirements (if any) stipulated in **EXHIBIT IV- ANTI- BRIBERY AND ANTI-CORRUPTION**.

SUPPLIER shall have a written policy on Anti-Bribery and Anti-Corruption which is of a standard comparable to NIPPON's Anti-Bribery and Anti-Corruption Policy and which has been signed and dated and is actively supported and endorsed by SUPPLIER's management. The policy shall be written in English and Bahasa Malaysia. SUPPLIER's policy shall include a description of SUPPLIER's responsibilities including adequate measures to counter SUPPLIER's corporate liability under Section 17A MACC Act.

SUPPLIER shall maintain records of all transactions relating to the performance of this CONTRACT, including, without limitation, the spending of money, any other disposition of assets and the incurrence of liabilities, expenses and contractual obligations, in accordance with applicable laws. Such records shall fairly and accurately reflect the transactions undertaken by SUPPLIER in the performance of this CONTRACT.

SUPPLIER represents that it has not done any act or attempt to corruptly solicit or receive or agree to receive, or give, promise or offer, or agreed to give or offer, accept or obtain, or agreed to accept or attempt to obtain, any gratification from and/or to any person, which includes but not limited to, any officer of a public body or foreign public official (as defined under the MACC Act), in connection with this CONTRACT as an inducement or reward for doing or forbearing to do any act or to secure any improper advantage or benefit in relation to the matters contemplated

by this CONTRACT, either directly or indirectly through a third party, and further, SUPPLIER represents that it will not so act in the future.

In recognition of the principles of the MACC Act, SUPPLIER represents and agrees that it will not, directly or indirectly, in connection with this CONTRACT and the matters resulting therefrom, corruptly solicits or receives or agrees to receive, or gives, promises or offers, or agrees to give or offer, accepts or obtains, or agrees to accept or attempts to obtain any gratification from and/or to any person, which includes but not limited to, any officer of a public body or foreign public official (as defined under the MACC Act), as an inducement or reward for doing or forbearing to do any act or for the purpose of influencing the act, decision or omission to obtain or retain business related to this CONTRACT, to direct business related to this CONTRACT to any person, or to obtain any improper advantage or benefit. If SUPPLIER should become aware of any breach, or possible breach, of the provisions of this **Article**, it shall at the earliest promptly notify NIPPON thereof in writing, including complete details thereof and lodge a report at the nearest office of the Malaysian Anti-Corruption Commission or police station.

SUPPLIER covenants that should NIPPON notify it of any concerns that there has been a breach of the provisions of this **Article**, it shall cooperate in good faith with NIPPON in determining whether such a breach has occurred. If such a breach has occurred or SUPPLIER has taken any action that would create a material risk of liability for NIPPON under any applicable law, it shall be entitled to treat the breach as an event of default by SUPPLIER and to exercise any rights it may have under this CONTRACT upon the occurrence of an event of default by SUPPLIER, without regard to any waiting periods or cure periods (if any) specified in this CONTRACT.

21. HEALTH, SAFETY AND ENVIRONMENT (HSE)

SUPPLIER shall comply with, and shall cause its employees and sub-supplier's to comply with all applicable local, municipal, territorial, provincial and federal laws, orders and regulations pertaining to health, safety and the environment and abide by all safety and security rules and regulations in force in executing the PRICE AGREEMENT.

SUPPLIER's personnel required under the PRICE AGREEMENT to provide services at NIPPON's premises shall comply with NIPPON's HSE procedures/practices

including possession of valid safety passport, medical certificate and the use of personal protective equipment.

22. Electronic signature

Parties acknowledge and agree that this CONTRACT may be executed and delivered by email or by means of any other electronic signature by any of the Parties, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature subject to the Electronic Commerce Act 2006.

The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature or signatures delivered by email.

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IN WITNESS WHEREOF, the Parties have caused this PRICE AGREEMENT to be executed in duplicate originals in their respective corporate names by their respective officers, hereunder duly authorised, as of the date and year first above written.

For and on behalf of
JX NIPPON OIL & GAS EXPLORATION
(MALAYSIA) LIMITED.

For and on behalf of the
SUPPLIER Company

Name :

Title :

Date :

Name :

Title :

Date :

Witnessed by:

Witnessed by:

Name :

Title :

Date :

Name :

Title :

Date :