

AQUADUCTUS



***Environmental survey and Environmental Impact
Assessment (EIA) for Shore Crossing
Form of Agreement***

Rev.	Date	Reason for Issue
01	18-08-2026	Issued for Use

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AGREEMENT

This Contract is made this day of 2026

BETWEEN

AquaDuctus Pipeline GmbH, Owner of the Project hereinafter referred to as the “**Company**”,

AND

[•], a company established under the laws of [•] with VAT No. [•] and whose principal place of business is at [•] (“**Contractor**”),

each a “**Party**” and collectively the “**Parties**”.

WHEREAS:

- A. The Company is developing the AquaDuctus Project and requires that the performance of certain Works be carried out, all as described in the Contract.
- B. The Company requires the performance of certain Works to be carried out and the Contractor has agreed to perform the Works on the terms set out in this Contract.
- C. The Company has appointed Worley Projects GmbH as its Engineering, Procurement and Construction management contractor (EPCm) to provide project management, engineering management, procurement management, construction management, interface management, contract administration and related project delivery services for the Project.
- D. The Contractor represents that it has the experience, expertise and resources necessary to perform the Works and has agreed to perform the Works in accordance with the terms and conditions of this Contract.
- E. The Contractor acknowledges that the Works form part of a wider project comprising offshore and onshore facilities, pipelines, platforms, surveys, engineering activities and construction activities being developed by the Company and managed through the EPCm.

NOW IT IS HEREBY AGREED AS FOLLOWS:**1 DEFINITIONS**

Capitalised terms used in this Agreement shall, unless otherwise expressly stated, have the meanings provided for such terms in the General Conditions. Capitalized terms and fully capitalized terms shall have the same meaning.

In addition, the following terms shall have the following meanings:

“Contract” means the documents listed in Clause 2.1 herein.

“Effective Date” means the date the contract becomes effective, as described in Clause 3 herein.

“General Conditions” means the document titled “General Conditions”, in item 2 of the table in Clause 2.1.

“Schedule of Key Dates” means the schedule in Clause 7 herein.

2 CONTRACT DOCUMENTS**2.1 Contract Documents**

The following documents shall form the contract between the Company and the Contractor herein (**“Contract”**):

No.	Document
1.	Agreement
2.	General Conditions
3.	Appendix A: Scope of Work
4.	Appendix B: Remuneration
5.	Appendix C: Contract Schedule
6.	Appendix D: Technical and HSE Specifications
7.	Appendix E: Administrative Requirements
8.	Appendix F: Code of Conduct
9.	Appendix G: Not used
10.	Appendix H: Not used
11.	Appendix I: Insurance
12.	Appendix N: Forms of Security

13.	Appendix O.1 Forms and proofs Appendix O.2 Declaration GDPR Obligation Appendix O.3: Contractor declaration scope
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2.2 Order of Precedence

The Contractor shall comply with all the documents comprising the Contract. In the event of any contradiction, ambiguity or discrepancy, the Contract shall be interpreted in the order of priority of documents below and the Parties agree that any documents contained within a group of documents set out in paragraphs 8 and 10 shall all have equal importance within their group.

No.	Document
1.	Agreement
2.	General Conditions
3.	Appendix C: Contract Schedule
4.	Appendix A: Scope of Work
5.	Appendix B: Pricing Schedule
6.	Appendix D: Technical and HSE Specifications
7.	Appendix I: Insurance
8.	Appendix E: Administrative Requirements
9.	Appendix O: Forms and proofs
10.	Appendix N: Forms of Security

3 EFFECTIVE DATE & DURATION

The Effective Date of the Contract shall be the date of signature of the Contract by all the Parties.

This Contract shall remain in force until completion of the Works, expiry of the Warranty Period and settlement of all claims unless terminated earlier in accordance with the Contract.

Should the Works be on-going at the time of expiry of this Contract, the Contract shall automatically be extended in relation to such on-going Work until completion of the Work in accordance with the Contract, unless otherwise directed by the Company.

4 SCOPE OF WORK

The Work is the Aquaductus offshore pipeline shore crossing EIA as specified in the Appendix A: Scope of Works and Appendix D: Technical and HSE Specifications.

The Works form part of the AquaDuctus Project and the Contractor shall cooperate with the EPCm and other Project Participants in the performance of the Works.

5 REMUNERATION

The Company shall pay the Contractor remuneration for the Works as described in Appendix B: Remuneration.

The Contract Price is more particularly set forth in the Appendix B: Remuneration and comprises the following:

- (a) Lump Sum Prices;
- (b) Daily Rates.

Any unit rates of the Contractor in Appendix B: Remuneration are fixed for the entire term of the Contract and there shall be no escalation of rates.

The maximum total amount payable under this Contract is EUR [Enter Value, excluding VAT].

Payment of the Contract Price shall be in accordance with Invoicing Principles of Appendix B: Remuneration.

Undisputed invoices (or such parts of invoices as are not disputed by the Company) shall be paid within **30 days** after receipt by the Company.

6 TIME SCHEDULE

The Contractor shall commence and complete the Works in accordance with the Schedule of Key Dates in Exhibit A herein and the Contract Schedule as set out in Appendix C: Contract Schedule.

If the Contractor fails to complete the Works by any of the Completion Dates in the Schedule Of Key Dates, the Contractor shall pay the Company Liquidated Damages at the rate specified in Exhibit A herein for every day (or part thereof) after the expiry of the Completion Date until actual completion of the Works required in accordance with the terms of this Contract.

7 EPCm role

The Parties acknowledge that the Company has appointed Worley Projects GmbH as EPCm for the AquaDuctus Project.

The EPCm may perform project management, contract administration, engineering management, procurement management, construction management, interface management, quality management, HSE management and coordination functions under this Contract as authorised by the Company.

The Contractor shall cooperate fully with the EPCm in relation to the performance of the Works.



Nothing in this Contract shall grant the EPCm authority to amend this Contract, approve Variations affecting the Contract Price, settle claims or disputes, waive contractual rights or terminate this Contract unless expressly authorised by the Company in writing.

The EPCm performs services solely as agent and representative of the Company.

The EPCm shall have no liability whatsoever to the Contractor arising out of or in connection with this Contract, the Works, any instruction, review, comment, inspection, approval, certificate, recommendation or omission undertaken by the EPCm.

The Contractor shall not make any claim against the EPCm in connection with this Contract.

The Contractor acknowledges that:

- (a) the Works form part of a wider project being developed by the Company;
- (b) the Company has appointed an EPCm to support delivery of the Project;
- (c) other contractors, consultants and suppliers may be engaged in connection with the Project; and
- (d) coordination and interface management between such parties is essential for successful delivery of the Project.

8 MAIN CONTRACT

The Contractor acknowledges that the Contract forms part of the AquaDuctus Project and that the EPCm has obligations to the Company under the main Project agreements.

The Contractor shall comply with all reasonable Project procedures, interface requirements, reporting requirements, compliance requirements and directions issued by the EPCm which are necessary to enable the EPCm to comply with its obligations to the Company.

9 REPRESENTATIVES

The Contractor acknowledges that notices may be issued to and received by the EPCm on behalf of the Company except where expressly stated otherwise in the Contract.

The Contract Representatives are set out below:

<u>For Contractor:</u>	{{{Enter address}}}
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Technical	Commercial
{{{Enter name, title, mobile, email}}}	{{{Enter name, title, mobile, email}}}
<u>For EPCm:</u>	{{{Enter address}}}
Technical	Commercial
{{{Enter name, title, mobile, email}}}	{{{Enter name, title, mobile, email}}}
<u>For Company:</u>	{{{Enter address}}}
Technical	Commercial
{{{Enter name, title, mobile, email}}}	{{{Enter name, title, mobile, email}}}

Executed as a CONTRACT:

By and on behalf of **AquaDuctus Pipeline GmbH:**

Name:

Title:

Date:

Authorised signatory

Name:

Title:

Date:

Authorised signatory

By and on behalf of Contractor:

Name:

Title:

Date:

Authorised signatory

EXHIBIT A

SCHEDULE OF KEY DATES AND LIQUIDATED DAMAGES

Key task/activity	KEY DATES	LDs per calendar day after a 7 day grace period
Handover (for first review) of the complete set of environmental application documents.	13.08.2027	0.1% of the Contract Price, capped at 5% of the total Contract Price
Re-issue for second review	Within 4 weeks of receiving comments.	0.1% of the Contract Price, capped at 5% of the total Contract Price
Re-issue as final	Within 2 weeks of receiving comments.	0.3% of the Contract Price, capped at 5% of the total Contract Price

The Contractor's liability to pay Liquidated Damages shall not exceed 10% of the total Price under the Contract.