

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS:

In these General Terms and Conditions of Purchase:

- 1.1 The “**Purchaser**” means Gulf Drilling International (GDI).
- 1.2 The “**Seller**” means Offshore Technology Development, firm or company named as such on the face of the Purchase Order.
- 1.3 The “**Purchase Order**” means the written agreement for the supply and delivery of Goods and Services (if any), on the terms and conditions set out in Section A ('Particulars'), in this General Terms and Conditions of Purchase ('GCOP'), in the Specification and in any other relevant documents attached hereto or referred to herein.
- 1.4 The “**Goods**” means those Goods, commodities, materials or other articles described in the Purchase Order, including the constituent parts or materials of which the Goods are comprised.
- 1.5 The “**Specification**” means the Purchaser’s description of the Goods to be supplied by the Seller set out in the Purchase Order or in any other document or documents referred to therein. Such Specification shall incorporate all information necessary to fully define the Goods to be supplied and shall include where necessary technical data, plans, drawing, relevant standards, quality requirements etc.
- 1.6 The “**Price**” means the total value for the supply and delivery of Goods and performance of the associated Services (if any), as stated in Section A of the Purchase Order.
- 1.7 The “**Services**” means related/associated works and services (if any) identified in Section A, that may be required to be performed by the Seller in addition to the supply and delivery of the Goods. Such Services may include installation and commissioning, supervision during installation and commissioning, or other related works and services.
- 1.8 The Dates and periods as per Gregorian Calendar shall be followed for the purpose of the Purchase Order Day/Week shall mean a calendar day/week unless otherwise specified.

2. ACKNOWLEDGEMENT:

Seller shall acknowledge receipt of the Purchase Order within five (5) calendar days after receipt thereof. Seller shall confirm complete delivery details within ten (10) calendar days of receipt of the Purchase Order. With its acknowledgement, Seller shall advise the name and title of the person within Seller’s organization who will be responsible for controlling and coordinating the Purchase Order requirements.

3. PRICES:

As full compensation for supplying the Goods and performing all Sellers’ obligations under the Purchase Order, Purchaser shall pay Seller the Price. The Price shall not be subject to escalation nor increased as a result of any increase in Seller’s costs nor adjusted for any reason except as may be provided in any change order issued by Purchaser.

4. INVOICE SUBMISSION:

Invoices are to be submitted within 30 days of each installment period as per Article 5.1. Claims for payment for materials delivered but not invoiced will not be acceptable after 12 months from delivery date. Invoices shall be accompanied by all the relevant supporting documentation and shall quote the Purchase Order Reference Number and Title. Invoices shall be forwarded to the following address:

The Finance Department,
Gulf Drilling International
info@gdi.com.qa
P.O.Box: 9072
Doha. Qatar.

5. PAYMENTS:

- 5.1 Payment shall be effected to the bank account nominated by Seller within forty five (45) calendar days from receipt of correctly prepared and adequately supported submitted invoice.
- 5.2 Presentation, payment or non-payment of an individual invoice shall not constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.

6. DOCUMENTS:

In the event of any apparent inconsistency, inaccuracy or ambiguity in the Specifications, drawings or other documents supplied by the Purchaser, the Seller will notify the Purchaser immediately and obtain instruction in writing before proceeding with the item in question. Any work performed after such discovery, until authorized in writing by Purchaser will be at the Seller's risk and expense. The Seller will provide, at no extra cost to the Purchaser, detail drawings and other documents as mentioned in the Purchase Order. The Purchaser has the right to approve such detail drawings and other documents but such approval shall not relieve the Seller of any of his responsibilities under the Purchase Order.

7. EXPEDITING:

- 7.1 The Goods furnished under this Purchase Order, including all warranty work, may be subject to expediting by Purchaser. Purchaser's representatives shall be afforded free access during working hours to Seller's plants, and Seller agrees to procure a similar right for Purchaser, for expediting purposes with respect to Seller's subcontractors and vendors. As required by Purchaser, Seller shall supply schedules, progress reports and unpriced copies of Seller's Purchase Orders and Subcontracts for Purchaser's use in expediting to Purchaser's expediting office at Doha Qatar, Tel. +974 4625888, Fax +974 4553401. Seller shall notify Purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause and corrective actions being taken.
 - 7.2 Purchaser may, in such case it deems necessary and in its sole discretion without prejudice to any other rights which it may have, cancel the Purchase Order and make such other arrangements as the Purchaser may consider necessary or desirable in the
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circumstances. Any additional expenditure incurred by the Purchaser in connection therewith shall be reimbursed by the Seller upon demand.

8. SHIPMENTS:

- 8.1 The Purchaser reserves the right to terminate this Purchase Order, in accordance with the provisions of Article 14 ('Termination') below, if the promised or specified delivery date cannot be achieved.
- 8.2 The Purchaser also reserves the right to return over shipments supplied against this Purchase Order with freight costs to the Seller's account. Code numbers and Purchase Order must be shown on all invoices, packing slips and packages.

9. QUALITY:

- 9.1 The Purchaser shall have the right to inspection and approval. Inspection by the Purchaser, at the Seller's premises shall not constitute final acceptance.
- 9.2 If defects are discovered at the Purchaser's place of business, then Purchaser, at its sole option, shall have the right to either require Seller to:
- (i) repair or replace the defective Goods in accordance with provisions of Article 10.2 below, or
 - (ii) return the defective Goods to the Seller for repair or replacement, in which case the freight costs, both ways, shall be for the Seller's account.

10. WARRANTIES:

- 10.1 Seller warrants that the Goods shall conform with the Specification and requirements of the Purchase Order and are free from failures and defects in design, material and workmanship for the Warranty Period. Unless otherwise stated in the Purchase Order, this warranty shall remain in effect ('Warranty Period') for the period of eighteen (18) months from the date of delivery, or twelve (12) months from the date of installation, whichever occurs first, unless otherwise agreed.
- 10.2 At Purchaser's option, Seller shall, at no cost to Purchaser, promptly repair or replace defective Goods after receipt of Purchaser's written notice of a defect. Notice of a defect or non-conformance shall be given by Purchaser within a reasonable time after discovery. The warranty stipulated in Clause 10.1 above shall apply to any repaired or replaced Goods.
- 10.3 Seller warrants good title to the Goods supplied hereunder by Seller, its sub-suppliers or vendors and that the Goods are provided free and clear of any liens, encumbrances or other security interest.

11. TITLE AND RISK OF LOSS:

Except as otherwise provided herein, all Goods furnished by Seller hereunder shall become the property of Purchaser upon payment therefore or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of the Purchase Order. Upon such delivery, risk of loss or

damage shall pass to Purchaser, provided however, that any loss or damage, whenever occurring, which results from Seller's non-conforming packaging or crating shall be borne by Seller.

12. PATENTS:

Seller represents and warrants that the Goods are free from any claim of patent infringement and that any labels or trademarks affixed thereto are free from any copyright or trademark infringement and Seller agrees to protect, defend, indemnify and hold harmless Purchaser from and against any such infringement claims and liability. Purchaser shall promptly notify Seller of any such claim. If the use or sale of any Goods is enjoined as a result of a legal action, Seller, at no expense to Purchaser, shall obtain for the Purchaser the right to use and sell said Goods or shall substitute equivalent Goods.

13. PURCHASER'S RIGHT IN SPECIFICATIONS DRAWINGS, ETC.:

All specifications, drawings, patterns or designs supplied by the Purchaser in connection with this Purchase Order shall remain the property of Purchaser. Any information derived therefrom or otherwise communicated to the Seller by the Purchaser in connection with the Purchase Order will be kept strictly confidential by the Seller and will not be published or disclosed by the Seller to any third party, or made use of by the Seller (except for the purpose of implementing the Purchase Order) without the Purchaser's prior, written consent. All specifications, drawings, patterns or designs and all rights therein prepared by the Seller under the Purchase Order will become the property of the Purchaser as soon as they have been prepared and will be handed over to the Purchaser on completion or termination of the Purchase Order.

14. TERMINATION:

- 14.1 Purchaser shall have the right, by giving notice, to terminate the Purchase Order or all or any part of the Purchase Order as such time or times as Purchaser may consider necessary for any or all of the following reasons:-
- 14.1.1 To suit the convenience of Purchaser.
 - 14.1.2 Subject only to article 14.2 in the event of any default on the part of the Seller, or
 - 14.1.3 If Seller becomes bankrupt or makes a composition or arrangement with its creditors or if a winding-up order of Seller is made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed.
- 14.2 In the event of default on the part of Seller and before the issue by Purchaser of a notice of termination, Purchaser shall give notice of default to Seller giving the details of such default. If Seller upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to Purchaser to remedy such default, Purchaser may issue a notice of termination in accordance with the provisions of Article 14.1.
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14.3 In the event of Purchaser giving Seller notice of termination of all or any part of the Purchase Order such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon Seller shall immediately and in an orderly manner.

14.3.1 Cease performance of the Purchase Order or such part thereof as may be specified in the notice.

14.3.2 Deliver all materials and other items associated with the Purchase Order in their state of completion, whether such materials shall be in the possession of the Seller or of the Seller's suppliers.

14.3.3 Assign to Purchaser or its nominee to the extent desired by Purchaser, all or the relevant part of the rights, titles, liabilities and sub purchase orders relating to the Purchase Order which Seller may have acquired or entered into.

14.4 In the event of termination in accordance with Article 14.1.1 the Purchaser shall pay the Seller the following amounts:

- a. compensation for all work done and all equipment and materials delivered in accordance with the Purchase Order up to the time of termination; and
- b. compensation for costs/expenses for:
 - i) materials and equipment already mobilised, and/or
 - ii) works and services already commenced by Seller for which cancellation cannot be made or can be made upon payment of cancellation fees, against documented proof.

However, Seller shall not be entitled to reimbursement of any loss or alleged loss of overheads or profit or to further financial indemnification as a result of the termination.

14.5 In the event of termination in accordance with Articles 14.1.2 or 14.1.3 Seller shall be entitled to payment only for that portion of the Purchase Order satisfactorily completed in accordance with the Purchase Order. Any additional costs incurred by Purchaser as a result of Seller's default shall be recoverable from Seller.

14.6 The foregoing provisions of this article are without prejudice to any other rights and remedies to Purchaser under the Purchase Order or law.

15. LIABILITY:

15.1 The Seller is considered an independent contractor and shall indemnify, protect and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the supply by the Seller, its agents or employees of the materials and/or performing of the services covered by this Purchase Order, or incidental or ancillary thereto.

15.2 Article 15.1 shall extend to claims or liabilities in the nature of workmen's compensation and to claims and liabilities arising out of the use of patented inventions or devices.

16. LEGAL REQUIREMENT:

The Seller shall conform strictly with all requirements of Qatar Law No. 6 of 1987, namely, that the supply of National Products or Products of National origin to

government departments and agencies is mandatory to the extent that such materials are available in the quantity and quality required and within the price preference stipulated in Law No. 6.

17. INTERPRETATION AND LAW:

- 17.1 The Purchase Order shall be read and construed as a whole. Anything mentioned in any of the documents comprising the Purchase Order shall be of like effects as if stated or mentioned in all of them. In the event of any conflict between the various documents comprising the Purchase Order, the conflict shall be resolved by Purchaser.
- 17.2 The Purchase Order embodies the entire agreement between the parties. Neither party shall be liable for any statement, representation, promise or understanding not set forth therein. No changes, amendments or modifications of the terms and conditions of the Purchase Order shall be valid unless reduced to writing and signed by the parties.
- 17.3 Failure on the part of the Purchaser at any time to enforce to require the strict adherence to any performance of any of the terms and conditions of the Purchase Order shall not constitute a waiver of such terms or conditions or impair in any way the right of Purchaser at any time to avail itself of such right.
- 17.4 The interpretation and enforcement of the terms and conditions of the Purchase Order shall be made in accordance with the laws of the State of Qatar.

18. DELIVERY:

- 18.1 The Goods shall be delivered to the point of delivery as specified in the Purchase Order within the delivery time(s) or by the delivery date(s) specified therein. The corresponding type of delivery shall be designated in the Purchase Order.
- 18.2 Without prejudice to Seller's obligation to deliver the Goods in time, Seller shall give Purchaser immediate notice in writing if any delay is foreseen stating the reason and extent of such delay.
- 18.3 Partial delivery shall not be accepted by the Purchaser and invoices will not be paid unless otherwise clearly specified in the Purchase Order, or by prior agreement in writing by an authorized representative of Purchaser.

19. INSPECTION AND TESTING:

Purchaser shall have the right, but not the obligation, at all times to inspect, test and examine the Goods and to witness any test performed on the Goods by Seller or any third party. Purchaser's failure to inspect or waive inspection shall not relieve Seller from any of its obligations liability under the Purchase Order.

20. PACKING AND MARKING:

Seller shall be responsible for safe and adequate packing of the Goods which shall conform to the requirements of the carrier tariffs. Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing the Purchase Order number shall be placed in each case. No extra

charge shall be made for packaging or packing materials unless set forth in the Purchase Order.

21. SUB-ORDERS:

If any part of the Purchase Order will be performed or provided by sub-supplier, then any such sub-orders shall provide the right of unconditional assignment to Purchaser.

22. LIQUIDATED DAMAGES:

- 22.1 In the event Seller fails to deliver the Goods in accordance with the Purchase Order by the delivery date(s) specified therein, Seller shall be liable to Purchaser for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the liquidated damages rate set forth in Clause 22.3 below.
- 22.2 All amounts of liquidated damages for which Seller may become liable under this clause are agreed between the parties as a genuine pre-estimate of the losses which may be sustained by the Purchaser in the event that Seller fails in its obligations under the Purchase Order and are not a penalty and as such shall be construed as liquidated damages.
- 22.3 Should Seller fail to deliver the Goods by the delivery date(s), liquidated damages will be computed at the rate of two percent (2%) of the Price for each week or part of a week delay up to an amount not to exceed ten percent (10%) of the Price.

23. SERVICES:

Should there be any Services, including installation and commissioning services performed in Purchaser's premises, arising out or as part of the Purchase Order, then the following additional terms and conditions will apply:-

- 23.1 Seller shall release, protect, indemnify. Defend and hold harmless Purchaser, its affiliates, its co-venturers and its and their respective officers, employees and agents in respect of:
- (a) loss of or damage to the property, facilities, material, equipment, tools, owned or rented, which are provided by Seller; and/or
 - (b) personal injury, including fatal injury and disease, to any person; and/or
 - (c) loss or damage to the property of Purchaser,
- arising out of the fulfillment of Seller's obligations under the Purchase Order without regard to the cause or causes thereof, including, without limitation, the fault or negligence (whether sole, concurrent, 'active', passive or otherwise) or breach of duty (statutory, contractual or otherwise) of Purchaser, Seller or any other person or entity.
- 23.2 The rates and prices included in the Purchase Order for the Services are inclusive of all costs, charges, taxes duties and all other expenses for performing the Services. Except where it is expressly provided that the Purchaser shall carry-out an obligation at its own cost, all things required to be supplied or performed shall be deemed to have been included in the rates and prices set-forth in Purchase Order.
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- 23.3 Seller shall perform the Services with due diligence and efficiency and in accordance with good practices and accepted professional standards and meeting the intents and obligations outlined in an implied from the Purchase Order.
- 23.4 Seller shall be responsible for safety during the performance of the Services and shall provide all necessary safeguards to ensure the safety and protection of the Site and of all persons and property associated with the Services.
- 23.5 Seller shall act as an independent contractor with respect to the Services and neither Seller nor its personnel or Sub-suppliers or their personnel shall be deemed to be agents or employees of Purchaser in the performance Services.
- 23.6 Seller agrees that it has satisfied itself as to the nature of the Services, the correctness and sufficiency of the rates and prices stated in the Purchase Order, general and local conditions of the Site and all other matters which could affect performance of the Services. Any failure by Seller to take account of matters which affect the Services shall not relieve Seller from its obligations under the Purchase Order.

24. INSURANCE:

The Seller shall maintain and cause his subcontractors to maintain adequate insurance coverage that would cover its legal and contractual obligations in accordance with standard Industry Practices.

25. FORCE MAJEURE:

- 25.1 A delay in or total or partial failure of performance of either Purchaser or Seller hereto shall not constitute default, suspension of termination hereunder or serve to give rise to any claim for damages if and to the extent such delay of failure is caused by any force majeure occurrence which demonstrably could not have been reasonably foreseen before the effective date of the Purchase Order and which is demonstrably beyond the reasonable control of the Purchaser or Seller affected and could not have been avoided by use of due care, provided that (i) such occurrence materially and directly impairs the ability of the affected party to perform (ii) the affected party gives seven (7) calendar days written notice to the other party of the circumstances constituting the occurrences and of the obligation or performance which is thereby delayed or prevented, and (iii) such occurrences fall within one or more of the following categories.
- 25.1.1 acts of God
 - 25.1.2 embargo, expropriation, confiscation, requisitioning or commandeering by a compliance with any oral or written order, directive or request of any governmental authority or person purporting to act therefore or under such authority.
 - 25.1.3 war (whether declared or not), act of foreign enemy, hostilities, act of terrorism, rebellion or public disorder.
 - 25.1.4 strikes, whether lawful or unlawful (provided it does not originate or mainly involve Seller or Seller sub-contractor's workforce), interruption of or delay in transportation by carriers, embargo;
 - 25.1.5 explosions, fires, floods earthquakes or other natural calamities.
 - 25.1.6 maritime or aviation disaster.
- 25.2 If within a reasonable time after a force majeure occurrence referenced in sub-Article (1) above which caused Seller to suspend or delay performance, Seller has failed to take
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such action as Seller could lawfully initiate to remove or relieve either the force majeure occurrence or its direct or indirect effects, Purchaser may, in its sole discretion and after written notice to Seller, initiate such measures, including but not limited to, the hiring of third parties, as are designed to remove or relive such force majeure occurrence or its direct or indirect effects; and Purchaser may thereafter require Seller to resume full or partial performance of the Purchase Order. Alternatively, Purchaser, in its sole discretion, may decide to terminate this Purchase Order in accordance with the terms of Article 14.1.1.

- 25.3 If the cumulative duration of any occurrence referenced in sub-Article (1) above exceeds sixty (60) days, either Purchaser or Seller may terminate the Purchase Order in accordance with provisions of Article 14.1.1, upon seven (7) calendar days prior written notice to the other party. .
- 25.4 Any delay due to force majeure occurrences as defined herein shall be considered an excusable delay and neither Purchaser nor Seller shall be entitled to compensation, unless otherwise expressly provided for in this Purchase Order.

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FORM OF PERFORMANCE BOND

1. We, the undersigned (A)
(hereinafter referred to as GUARANTOR), established at (B)
..... and represented by (C) , have taken notice of the
PURCHASE ORDER NO: (J)..... signed on the (D)
..... day of, between the Gulf
Drilling International, P. O. Box 9072 Doha, State of Qatar (hereinafter called "GDI"), an
organization established and existing under the laws of Qatar and (E)
....., whose registered office is at (F)
(hereinafter called "SELLER").
2. In accordance with Article 26 of the PURCHASE ORDER, GUARANTOR hereby
guarantees the due performance by SELLER of SELLER's obligations under the
PURCHASE ORDER.
3. GUARANTOR hereby irrevocably undertakes on behalf of SELLER to pay to GDI, on
first written demand, a sum or sums not exceeding (amounts in
accordance with Article 26 of PURCHASE ORDER).
4. Each demand by GDI for payment under this Guarantee (hereinafter "Performance
Bond") shall be made in writing to the following address:

(G)
.....
GUARANTOR shall promptly notify GDI of any change in the above address.
5. GUARANTOR shall make payment to GDI hereunder on first demand without
restrictions or conditions and notwithstanding any objection by SELLER. GUARANTOR
shall not require GDI to justify any breach whether or not indicated in its demand for
payment, nor shall GUARANTOR have any recourse against GDI in respect of any
payment made hereunder. Any claim must bear the authorized signatures of GDI.
6. No alteration in the terms of the PURCHASE ORDER, and no failure by GDI to insist on
proper performance of the PURCHASE ORDER or to pursue all remedies available to it
against SELLER, shall in any way release GUARANTOR from all or any part of its
obligations under this Performance Bond.
7. GUARANTOR shall pay any sum demanded by GDI hereunder within fifteen (15)
calendar days after the receipt of GDI's demand.
8. This Performance Bond shall remain valid from the EFFECTIVE DATE of the
PURCHASE ORDER until (H)....., subject to extension as provided
in the PURCHASE ORDER.
9. The amount of this Performance Bond shall be pursuant to Article 3 and shall be
reduced by the amount of any payments made by GUARANTOR to GDI hereunder.
10. Terms used in this Performance Bond which are defined in the PURCHASE ORDER
shall have the meanings assigned to them in the PURCHASE ORDER.

11. This Performance Bond shall be governed by and construed in accordance with the laws of the State of Qatar, and any proceedings for enforcement shall be brought before a court of competent jurisdiction in the State of Qatar.
12. GUARANTOR represents that this Performance Bond has been established in such a form and with such substance as to be fully enforceable against GUARANTOR in the manner provided in Article 5 above.
13. The benefit of this Performance Bond may be assigned by GDI.

(Date)

(Common Seal and Signature of GUARANTOR or such other formality as may be required under the law to render a unilateral promise binding on the GUARANTOR).

- (A) Name of the Bank proposed by CONTRACTOR and approved by GDI
- (B) Address of office of Bank
- (C) GUARANTOR officer's name
- (D) Date of execution of the PURCHASE ORDER
- (E) Name of SELLER
- (F) Address of office of SELLER
- (G) Bank address for notices
- (H) Expiry date of this Performance Bond in accordance with Article 26.2 of PURCHASE ORDER
- (I) PURCHASE ORDER NO

ADVANCE PAYMENT GUARANTEE

(from Company's letter head)

Date: XX XXX 2020
Our Ref: XXXXXXXX

M/s. Gulf Drilling International Ltd.
10th 11th and 12th Floor, Gate Mall - Tower 3
West-Bay, P.O Box- 9072
Doha, State of Qatar.

Dear Sirs,

RE: Our Advance Payment Guarantee No. XXXXXXXXXXXX for US\$ _____
COVERING: THE WORKS SERVICE "STATE THE WORKS/SERVICES"
EXPIRY DATE: XX XXX 20XX (Completion Date of Contract)
CONTRACTOR: M/s. XXXXXXXXXXXXXXXX, PO Box XXXX, DOHA, QATAR.

BY THIS LETTER we M/s. _____, PO Box _____ Doha, State of Qatar (hereinafter called "The Surety / Contractor") are irrevocably and unconditionally bound unto the M/s. Gulf Drilling International Ltd., PO Box 9072, Doha, State of Qatar (hereinafter called the "The Beneficiary") in the sum of **US\$ XXXXXX (United States Dollar XXXXXXXX Only)** for the payment of which sum the Surety bind themselves, their successors and assigns jointly and severally by these presents, in consideration of the Advance Payment payable by the Employer of the Contract.

WHEREAS the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into PO/SO/Contract No. _____ (hereinafter called "the said Contract/Purchase/Service Order") for the _____ as therein mentioned in conformity with the provisions of the said Contract/Purchase Order /Service Order.

NOW THE CONDITION of the above written Letter is such that the foregoing amount is payable by the Surety to the Beneficiary and/or Employer or its representative without regard to any obligations from the Contractor upon the first written demand of the Beneficiary and/or Employer.

In the case of delay in completion or extension of Contract/Service order/purchase order, the guarantee shall be extended on request of the Beneficiary and/or Employer without regard to any obligation from the Contractor.

This guarantee shall be governed by Laws of Qatar and the Qatar Courts shall have exclusive jurisdiction.

Yours Faithfully,

For ----- (Company Name & Address)

AUTHORIZED SIGNATURE(S).