

REVISION HISTORY

Revision Number	Prepared By	Revision Date	Description of Change	Reviewed By	Approved By
000	Ajaykummar J (Asst. General Manager –PSC)	14-04-2012	New Document		Ahmed Naveed Farooqui (General Manager - PSC)
01	Masaud Hasan (Dy. Manager-Sourcing)	16-09-2014	Documents revised according to the IMS	Ajaykummar J (Asst. General Manager –PSC)	Ahmed Naveed Farooqui (General Manager - PSC)
02	Masaud Hasan (Dy. Manager-Sourcing)	13-09-2015	Improvement	Ajaykummar J (Asst. General Manager –PSC)	Ahmed Naveed Farooqui (General Manager - PSC)
03	Abdullah Adil (Asst. Manager-Sourcing)	18-07-2018	Addition of Anti-corruption clause	Masaud Hasan (Manager-Sourcing)	Ajaykummar J (Head–Procurement)
04	Abdullah Adil (Asst. Manager-Sourcing)	07-10-2018	Addition of Withholding Tax and Penalty clause	Masaud Hasan (Manager-Sourcing)	Ajaykummar J (Head–Procurement)
05	Abdullah Adil (Manager - Sourcing & Hedging)	25-08-2020	Amendment as per ISO45001	Masaud Hasan (Manager-Sourcing)	Ajaykummar J (Head–Procurement)
06	Hatim Al Rawahi (Sourcing Manager)	10-03-2022	Addition of Management Information Security clause	Masaud Hasan (Manager-Sourcing & Business Improvement)	Ajaykummar J (Head–Procurement)

Index

Clauses	Page Number
1. Definitions and Interpretation	3
2. Notice	4
3. Entire Agreement	4
4. Waiver	5
5. Provision of Services	5
6. Contractor’s Personnel	6
7. Performance, Service Levels and Progress Report	7
8. Penalty	8
9. Undertaking	8
10. Force Majeure	8
11. Confidential Information	9
12. Order Acknowledgement	10
13. Invoices and Payment	11
14. Recovery of Sums Due	11
15. Indemnity	11
16. Termination	12
17. Work on OCI Premises	13
18. Assignment and Sub-contracting	13
19. Severance	14
20. Amendment	14
21. Governing Law and jurisdiction	14
22. Special provisions	14
23. Intellectual Property Rights	14
24. Rights of Third Parties	14
25. Other Legislation	15
26. Contractor Status	15
27. Transfer of Services	15
28. Anti-Corruption	15
29. Withholding Tax	16
30. Management of information Technology	16 & 17

OCI's TERMS & CONDITIONS FOR SERVICES

1. Definitions and Interpretation

1.1. "Contractor" shall mean any person / **entity** who agrees to supply the Services and includes any person to whom all or part of the Contractor's obligations are assigned pursuant to clause 17;

"Company" shall mean Oman Cables Industry (SAOG), herein and after known as OCI;

"Conditions" shall mean these standard terms and conditions of services and any additional special terms and conditions stipulated in the Contract;

"Contract" shall mean the Written Agreement (Service Contract) for the supply of Services, including without limitation all other documents incorporated into the agreement;

"T&C Services" shall mean OCI's terms & conditions for Services;

"Purchase Order - PO" shall mean the document so described by the Company "OCI" to purchase the services which makes reference to this Agreement.

"Delivery Date" shall mean the date by which the Contractor deliver the Ordered Services in accordance with the date given in the Purchase Order / Contract;

"Services" shall mean the services to be supplied under the Contract / T&C Services / PO and in accordance with the terms herein;

"Charges" shall mean the price agreed in the PO / Contract in respect of the Services;

"Invoice" shall mean the Contractor's written itemized statement and price of the Services delivered or to be delivered to the Company "OCI" pursuant to the relevant provisions of clause 12;

“Party” shall mean the Contractor or the Company OCI as the context may require and **“Parties”** shall mean the Contractor and the Company OCI collectively;

“Writing” and **“Written”** shall pertain to all written documents relating to the Services including without limitation all facsimiles, electronic correspondence;

1.2. These Conditions and the Contract shall be considered complementary to each other and read together as one document;

1.3. These Conditions and the Contract shall be governed in all respects by the laws of the Sultanate of Oman;

1.4. The headings in these Conditions are for convenience of reference only and shall not affect its interpretation or construction in any way;

1.5. Unless the context requires otherwise, the terms and expressions which are defined in or given a particular meaning by the Conditions will have the same meaning in the Contract and any other written documents which the Contractor shall issue in the performance of any negotiations or execution of the Contract;

1.6. Any terms and/or expressions which have not been assigned a particular meaning by these Conditions but which appear in any of the Contractor's written documents related to the purchase of the Services shall be concluded as the context may require;

1.7. This T&C Services shall be read in conjunction with the Purchase Order PO / Contract; in case of any conflict amongst these conditions and the Contract, the Contract term prevails.

2. Notice

Any notice required or otherwise directed under these Conditions by either Party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant times have been notified to such other party pursuant to this provision. The notice may be given by hand, by post, by email, by facsimile, provided OCI has received a receipt evidencing proper transmission.

3. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

4. Waiver

4.1. The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

4.2. No waiver shall be effective unless it is communicated to the other party in writing.

4.3. A waiver of any right or remedy arising from a breach of the Contract / T&C Services / PO shall not constitute a waiver of any right or remedy arising from any other breach of the Contract / T&C Services / PO

5. Provision of Services

5.1. The Contractor shall provide the Services in accordance with and as specified in the Contract / T&C Services / PO to the satisfaction of OCI whose decision shall be final and conclusive. OCI shall have the power to inspect and examine the performance of the Services at OCI's premises at any reasonable time or, provided that OCI give reasonable notice to the Contractor at any other premises where any part of the Services is being performed.

5.2. If OCI inform the Contractor that OCI consider any part of the Services to be inadequate or in any way differing from the Contract / T&C Services / PO, and this is other than as a result of default or negligence on the part of OCI, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may specified by OCI.

5.3. If the performance of the Services by the Contractor is delayed by reason of any act on the part of OCI or any other mutually agreed cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion set by OCI. For the purposes of this clause, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contracts.

5.4. Timely provision of the Services shall be of the essence of the Contract / PO, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

5.5. The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements

5.6. Without prejudice to the provision of clause 14, the Contractor shall reimburse OCI for all reasonable costs incurred by OCI which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract / Services / PO which the Contractor has failed to remedy after being given reasonable notice by OCI.

6. Contractor's Personnel

6.1. OCI reserve the right to refuse to admit to its premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the sole opinion of OCI.

6.2. The Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to OCI's premises, specifying the role in which each person is concerned with the Contractor and giving such other particulars as OCI may require.

The Contractor warrants and ensures the compliance with all related rules and regulations, especially the regulations of Foreigners' work, work permit, work visa, sponsorship. Contractor's Personnel jobs should match their working permit and visa occupational titles.

The Contractor ensure that its personnel will carry all time a "Permit to Work" documents specifying the name, work, place, etc ... and will wear visible uniform / jackets at all times while on OCI premises.

6.3. If and when requested by OCI, the Contractor shall procure from each person identified by the request, a signed statement that he understands the confidentiality, best care and diligence, during carrying out and after expiry or termination of the Contract / Services / PO and that he will comply with its provisions in so far as they apply to the work he is performing under the Contract / T&C Services / PO.

6.4. If and when requested by OCI the Contractor agrees that it will ensure to have any person employed by the Contractor or its sub-contractors complying with OCI's security and HSE procedures. The Contractor further agrees that any individual who refuses to comply with such procedures or does not attain the clearance it affords will not carry out any work on the Services which OCI certifies as suitable only for people who have passed its security procedure.

6.5. If the Contractor fails to comply with 6.2. 6.3. 6.4. of this clause and OCI decide that such failure is prejudicial to its interests, OCI may immediately terminate the Contract / Services / PO by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, OCI.

6.6. Contractor needs to report to HSE office on arrival at Oman Cables Industry (OCI) for HSE induction/orientation before reporting on actual job site.

6.7. Contractor shall bring appropriate tools & tackles, equipment/instruments, and materials. Any noncompliance with this such as joints in electrical cables.

6.8. Contractor needs to list out all his tools & tackles, equipment/instruments, and materials he is bringing inside OCI with Security.

6.9. Contractors should carry all the required PPE's like Safety Shoes, Hard Hat, Coverall, Safety Lanyards, Safety Goggles, hand gloves, face mask or any other trade

6.10. In case of noncompliance of the above or other HSE procedures, rules or instructions from OCI, work will be stopped & the respective personnel will be asked to leave the place immediately. Any cost associated with the delay of the respective work will be borne by the contractor subject to verification by the respective department at OCI.

7. Performance, Service Levels and Progress Report

7.1. The Contractor shall perform its obligations under the Contract / T&C Services / PO in accordance with the key performance indicators (KPIs) and the service levels such as delivery on time, quality and correct and timely submission of documents (OCI and the Contractor may agree to additional KPIs if required). OCI and the Contractor agree to monitor Contractor's performance against the key performing indicators and service levels against agreed targets.

7.2. Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by OCI, or as otherwise mutually agreed between the parties. The Submission and acceptance of progress reports shall not prejudice any rights of OCI under the Contract / T&C Services / PO.

8. Penalty

Time is the essence of the Service contract /Purchase order. If the Service Contract/Purchase Order in full or any part of it is not delivered by the time or times agreed between OCI and the Service Provider as specified in the Service Contract/ Purchase Order, then OCI may:

- (1) Cancel the complete Service contract /purchase order and claim full credit or for that part of Service that in the opinion of OCI cannot be utilized owing to this cancellation and;
- (2) in the event of delay, impose the penalty which shall be deducted from any payment due to the Service provider at the rate of 0.5 % of the value of the relevant Service Contract/Purchase Order per week of delay or part thereof for first 6 weeks and then 1 % or part thereof after 6 weeks up to a maximum penalty of 10% of the Service contract/Purchase Order value.

OCI shall have the right to terminate the contract if the service is delayed more than 10 weeks. In the event of cancellation under this condition, the Service Provider shall promptly repay any moneys paid under the relevant service Contract/ Purchase Order without any retention or offset whatsoever. Cancellation of the Service Contract/Purchase Order under this condition shall not affect any other rights which OCI may have.

OCI reserves the right to claim the losses, damages, costs and expenses arising from this cancellation. OCI will have the right to avail the services from other sources and all additional costs incurred by OCI will be borne by the Service provider.

9. Undertaking

8.1. The Contractor undertakes that the Services will meet the description, intent, specifications described in PO / Contract / T&C Services.

8.2. If, in OCI's opinion, the Services fail to conform to this Contract / T&C Services / PO or are otherwise defaulting, the Contractor shall, at OCI's sole option, comply with OCI's instructions at the Contractor's expense.

10. Force Majeure

Neither Party shall be considered in default nor in breach of its obligations under this Contract / T&C Services / PO to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. Force Majeure means any circumstances beyond the reasonable control of the Parties including, without limitation, acts of God, acts of government, acts of war (declared or otherwise), hostilities, riot, civil commotion or unrest, military action, insurrection, fire, flood, incendiaries, explosion, embargo, criminal acts of third parties, strikes or other labor disturbances.

If any Force Majeure occurs affecting the performance of a Party's obligations under this Contract / T&C Services / PO, the Party affected shall notify the other Party in writing within [fourteen (14)] days and both OCI and the Contractor shall consult together and shall make every reasonable effort to mitigate

the effect of Force Majeure, and OCI shall have the right to have the Services affected by the Force Majeure supplied from elsewhere.

If, by reason of Force Majeure, the Contractor is unable to meet the agreed delivery date for Services specified in one or more Purchase Order / Contract the Contractor will be obliged, at the option of OCI, to supply the Services at a new date with all other conditions of the Purchase Order / Contract / T&C Services remaining unchanged.

OCI may terminate this Contract / Services / PO in the event the Force Majeure circumstances which prevent the Contractor from fulfilling its obligations under this Contract / T&C Services / PO, persists for more than 30 days on any one occasion or for more than 60 days in any period of 12 months for more than one occasion.

11. Confidential Information

In this Contract / T&C Services / PO, Confidential Information means the contents of this Contract / T&C Services / PO and any information, document, method or technique (including any computer program or data) which: (1) is made available by the other party for the purposes of this Contract / T&C services / PO, or is information relating to the business of the other party which comes to the knowledge of either party in the course of the provision of the Services; or

(2) relates to this Contract / T&C Services / PO and is made available by any third party to OCI or to the Contractor under an obligation of confidentiality.

Each party undertakes that it must: (1) keep all Confidential Information confidential and not disclose it to any person; (2) not use any Confidential Information except as may be necessary for the purposes of the Services; and (3) ensure that its employees, representatives and agents do the same:

A party may disclose or allow disclosure of Confidential Information: (1) to its representatives, officers, employees or professional advisers to the extent necessary to enable the party to perform or enforce of any of its duties or rights under this Contract / T&C Services / PO; or (2) when its legal counsel advises it that disclosure is required by law; (3) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this provision; or (4) to a relevant government authority to the extent necessary for the proper management of the taxation affairs of that party or any of its group companies; or (5) if it has the prior written approval of the other party to the disclosure (that approval not to be unreasonably withheld or delayed).

If a party intends to disclose Confidential Information in a way allowed by this provision it must to the extent reasonably practicable: (1) give the other Party advance notice of the fact and a copy of the information which it intends to disclose; (2) allow the other Party to make representations or objections about the disclosure; and (3) take into account the reasonable representations and objections the other party make.

The duties in this Clause shall continue to apply after this Contract / T&C Services / PO end without limit in time.

12. Order Acknowledgement

The Contractor shall send the Order acknowledgment within 5 working days of receipt and it shall be deemed to have been duly received as follows:

- i. if sent by personal delivery, upon delivery at the Contractor's address;
- ii. if sent by post, five (5) working days after the date of posting provided that proof is given that the notice was properly addressed and duly dispatched by post and, in the case of a notice sent to a party in another country, that the notice was sent by first class airmail post; and
- iii. if sent by facsimile, when dispatched provided OCI has received a receipt evidencing proper transmission,
- iv. if sent by email, when dispatched provided OCI has received a receipt evidencing proper transmission,

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside normal working hours in the place of service of the notice or other communication it shall be deemed to be given or made at the start of normal working hours on the next usual working day.

If the acknowledgment is not received within this period, the Order is considered to be accepted technically and commercially.

13. Invoices and Payment

13.1. The Contractor shall submit invoices at times or intervals agreed by OCI as per the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out OCI's PO or Contract Number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services) or relevant part of the Services referred to on the invoice) have been fully performed.

13.2. In consideration of the provision of the Services by the Contractor, OCI shall pay the Charges after receiving a correctly submitted invoice as set out in clause 12.1. Such payment shall normally be made within 60 days of receipt of the correctly submitted invoice or as per the terms agreed in the PO.

13.3. The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract / T&C Services / PO, unless the Contract / T&C Services / PO has been properly varied in advance in accordance with clause 19.2

13.4. OCI may, at his sole discretion, reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of OCI.

13.5. If the Contractor believes that payment for a correctly submitted invoice is overdue, he should communicate with the Procurement department.

14.Recovery of Sums Due

Whenever under the Contract or any other agreement or arrangement any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted, at the sole discretion of OCI, from any amount then due, or which at any time thereafter may become due, to the Contractor under the Contract or any other agreement or arrangement with OCI.

15.Indemnity

14.1. The Contractor shall indemnify and hold OCI harmless from and against any and all loss, actions, costs, claims, demands, proceedings, judgments, causes of action, expenses and liabilities whatsoever (if any) which OCI may incur in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of OCI's or of any person for whom OCI are responsible) howsoever caused and whether due to negligence, breach of statutory duty, breach of this Contract / T&C Services / PO or otherwise of the Contractor, its employees, agents or sub-contractors arising out of or in connection with the performance, or failure to perform, any of the Contractor's obligations under this Contract / T&C Services / PO or alleged to be attributable to some defect in the Services.

14.2. The Contractor shall be liable for, and shall indemnify and hold harmless OCI from and against any loss or damage, whether direct or indirect, incurred by any third party arising out of or in conjunction

with the negligence performance or non-compliance of this Contract / T&C Services / PO by the Contractor, its employees, agents or sub-contractors.

14.3. Nothing in these conditions nor in any part of the Contract shall impose any liability on any member of the staff of OCI or its representatives in their personal capacity.

14.4. The Contractor shall indemnify OCI against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract / T&C Services / PO, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, any act of OCI.

14.5 OCI reserves the right to set off any liquidated damages from any monies due or to become due to the Contractor. Where the liability of the Contractor to pay the liquidated damages exceeds the maximum limit as per the Purchase Order, OCI has the right to terminate the Purchase Order. This shall be without prejudice to OCI's right to claim other remedies under the Purchase Order and these conditions.

The payment of the liquidated damages shall not relieve the Contractor from its obligations and liabilities under the Purchase Order and these conditions. The above provisions are also without prejudice to any other rights to OCI may have in accordance with any provisions of the Purchase Order.

15. Termination

15.1. Termination for Insolvency or Change of Control

The Contractor shall notify OCI in writing immediately upon the occurrence of the Insolvency event. After receipt of such notice or earlier discovery by OCI of the occurrence of such event, OCI may, by notice in writing to the Contractor, terminate the Contract / Services / PO with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to OCI thereafter.

The Contractor shall notify OCI in writing immediately upon the occurrence of Change of Control event. After receipt of such notice or earlier discovered by OCI of the occurrence of such event, OCI may, by notice in writing to the Contractor, terminate the Contract / Services / PO after an appropriate period of time starting from the receipt of notice or the discovery date, or such other mutually agreed period.

15.2. Termination for Breach of Contract / T&C Services / PO

If either party commits a material breach of the Contract / T&C Services / PO which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within an appropriate period of time as approved by OCI of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract / Services / PO with immediate effect by notice in writing to the

party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract / T&C Services / PO.

15.3. Cancellation

OCI shall be entitled to terminate the Contract / Services / PO, or to terminate the provision of any part of the Services, by giving to the Contractor a notice in writing to that effect within an appropriate period of time as the case maybe (Immediately in Services up to 5 days period – 3 days in Services from 5 to 30 days period – 7 days in Services from 30 days to 3 months period – not less than 30 days for longer Services period). Once it has given such notice, OCI may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

16. Work on OCI Premises

If the Contract involves any works or services which the Contractor must perform on OCI's premises, then the following conditions shall apply: (1) the Contractor shall ensure that it and its employees, Contractor's subcontractors and their employees and any other person associated with the Contractor will adhere in every respect the applicable laws and regulations, (2) (without prejudice to the generality of the condition under the clause 14 "Indemnity") the Contractor will indemnify OCI against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which OCI may incur (other than as a result of any default or neglect of OCI's or of any person for whom OCI are responsible) in respect of personal injury to or death of any of Contractor's or OCI's employees, agents, sub-contractors or other representatives or damage to any property caused or contributed by the Contractor, its employee's, the Contractor's subcontractors and their employees and any other person associated with the Contractor while on OCI's premises whether or not such persons are (at the time such personal injury or deaths or damage to property are caused) acting in the course of their employment.

17. Assignment and Sub-contracting

The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise deal with any right or interest arising out of or in connection with this Contract / T&C Services / PO without OCI's prior written consent.

18. Severance

If any provision of this Contract / T&C Services / PO is not or ceases to be legally binding and enforceable, it will not affect the legality, binding effect or enforceability of any other provision. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract / Services / PO, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

19. Amendment

19.1. These T&C Services are subject to periodical review by OCI and it may be amended from time to time.

19.2. No amendment or variation of the terms of the Contract / Services / PO shall be valid unless previously agreed in writing between OCI and the Contractor.

20. Governing Law and jurisdiction

This T&C Services / Contract / PO read in conjunction with it shall be governed and construed by the laws of Sultanate of Oman. The Parties agree to submit any disputes that may arise out of this T&C Services / Contract / PO to the exclusive jurisdiction of the Courts of the Sultanate of Oman.

21. Special provisions

In the case of any conflict or inconsistency between these Conditions and any specific terms of the Contract, the latter shall prevail.

22. Intellectual Property Rights

Nothing in this T&C Services / Contract / PO shall be taken to diminish or transfer the property of any copyrights, patent rights, or any other Intellectual Property Rights.

23. Rights of Third Parties

It is not intended that this T&C Services / Contract / PO, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract.

24. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

25. Contractor Status

Nothing in the T&C Services / Contract / PO shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between OCI and the Contractor.

26. Transfer of Services

26.1. Where OCI intends to continue with services equivalent to any or all of the Services after termination or expiry of the Services / Contract / PO , either by performing then itself or by the appointment of a replacement contractor, the Contractor shall use all reasonable endeavors to ensure that the transition is undertaken with the minimum of disruption to OCI.

26.2. The Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held electronically or hard form, which OCI considers necessary.

27. Anti-Corruption

27.1 The Manufacturer / Supplier/Service Provider (as the case maybe to be reflected in the relevant T&C and/or agreement/contract with third party) undertakes to comply with all Laws, including all such laws and regulations related to anti-bribery, anti-corruption, anti-money laundering, trade sanctions and anti-terrorism.

27.2 The Company (OCI) prohibits the offering, promising, authorising, giving or payment of bribes and "facilitation" or "grease" payments by Manufacturer / Supplier/Service Provider in connection with the Company's business, this Agreement and/or the supply of Products/services, and Manufacturer / Supplier/Service Provider will comply with this prohibition of bribes and facilitation payments.

27.3 Manufacturer / Supplier/Service Provider agrees that upon reasonable notice in writing and no more than once per year, the Company may review, inspect and audit the books, records, accounts and files of Manufacturer / Supplier/Service Provider relating to this Agreement and the supply of Products/services offered hereunder for purposes of confirming compliance with this Clause.

27.4 If the Company reasonably believes in good faith that the Manufacturer / Supplier/Service Provider has breached any of its obligations set out in this Clause, the Company may, upon receiving

advice of its legal counsel that it may become subject to fines or other penalties as a result of such breach, provide written notice to Supplier and terminate this Agreement and/or suspend any payments/fees/compensation under the agreement. Manufacturer / Supplier/Service Provider agrees to cooperate with any investigations by the Company in connection with this Agreement.

28. Withholding Tax

If and to the extent Oman Cables Industry SAOG (OCI) has to deduct withholding taxes and/or any other government charges or taxes in-line with the applicable laws and regulations, OCI will withhold and deduct such amounts from payments to Supplier and pay the amounts to the competent tax authority or any other relevant governmental body, as the case may be, as required by law. OCI and Supplier shall co-operate to comply and complete any necessary procedures or formalities in this regard.

29. OBLIGATIONS RELATING TO THE MANAGEMENT OF INFORMATION SECURITY

*Careful and secure information management is a core value for the Prysmian Group.
The Provider is responsible for reading, approving and signing the security requirements listed below and all other applicable company policies.*

Governance Area

Providers shall design a Responsible for managing Information Security requirements (a single person that Prysmian could contact in case of necessity, e.g. Single Point of Contact).

Providers shall inform employees about their Information Security responsibilities by putting in place appropriate awareness education and training about organizational policies and procedures. Information security responsibilities and duties remain valid after employment contract termination.

Prevention Area

Providers shall implement users authentication techniques adopting the best technologies at their disposal to achieve the minimum security standard. For example via an identifier (e.g. a User ID) and a password.

Providers shall implement a formal and documented user access provisioning process to assign, modify or revoke access rights for all user types to all systems and services, based on two principles:

- "Least Privilege" principle provides to restrict and control access to information and application functions based on personnel roles and responsibility.*
- "Need to Know" principle provides for users to be provided with access to systems, networks, assets and services that they have been specifically authorized to use and that are required for their business activity.*

Providers shall use data sanitization mechanisms in order to permanently and irreversibly remove, destroy and eliminate Prysmian information and data on company systems and applications when no longer required for the existing relationship.

Response & Recovery Area

Providers shall define a security incident management procedure (e.g. including roles and responsibilities, recovery activities, reporting of incidents, analysis on incident resolution to reduce likelihood of future incident, etc.) to ensure a quick and effective response to information security incidents.

Providers shall promptly notify the Group of any security incident detected and guarantee the collaboration in order to take appropriate countermeasures.

Furthermore, providers shall perform backup of systems on regular basis. Backups shall be protected from loss, damage and unauthorized access.

The Provider undertakes, in relation to the execution of this contractual relationship as identified above, to respect scrupulously the security requirements and to guarantee the respect of the same by its personnel used for any reason in the execution of the contractual relationship.

In addition, in the event that the Provider subcontracts its obligations to the subcontractors (including any of the Provider's affiliates or subsidiaries), shall enter into an agreement with subcontractors to impose materially the same obligations as set forth in this Appendix. Provider agrees that any subcontractors that have access to Prysmian's data shall be obliged to process them in accordance with the Provider's instructions and shall be subject to confidentiality obligations.