



Subcontractor General Terms and Conditions
Version 1.0, 03 December 2016

| | |
|--|-----------|
| 1. DEFINITIONS | 3 |
| 2. DOCUMENT INTERPRETATION | 6 |
| 2.1. INTEGRATION | 6 |
| 2.2. NONWAIVER | 6 |
| 2.3. SEVERABILITY | 6 |
| 2.4. HEADINGS | 6 |
| 2.5. JOINT EFFORTS | 6 |
| 2.6. CONSTRUCTION | 6 |
| 2.7. SURVIVAL | 7 |
| 3. GENERAL REQUIREMENTS | 7 |
| 3.1. INVESTIGATION OF PROJECT AND SITE CONDITIONS | 7 |
| 3.2. PERFORMANCE | 7 |
| 3.3. PERMITS AND LICENSES | 8 |
| 3.4. COMMUNICATION | 8 |
| 3.5. COORDINATION AND PLANNING | 8 |
| 3.6. INTEGRATION WITH WORK OF OTHERS | 9 |
| 3.7. ALLOCATION OF FACILITIES | 9 |
| 3.8. SITE ACCESS | 9 |
| 3.9. INSPECTION, EXPEDITING, AND QUALITY CONTROL | 9 |
| 3.10. RECORDS AND ACCOUNTS; AUDIT | 10 |
| 3.11. PARTIAL OCCUPANCY OR USE | 10 |
| 4. PAYMENT AND TAXES | 10 |
| 4.1. Invoice | 10 |
| 4.2. Payment | 10 |
| 4.3. Retainer | 10 |
| 4.4. Liens and Claims | 11 |
| 4.7. Taxes | 11 |
| 5. TIME, SCHEDULE, DELAYS, EMERGENCIES | 11 |
| 6. FORCE MAJEURE | 12 |
| 7. INDEMNITY | 12 |
| 7.2. INDEMNIFICATION PROCEDURE | 14 |
| 7.3. INTENT AND APPLICATION OF INDEMNIFICATION PROVISIONS | 14 |
| 7.4. SUBCONTRACTOR'S RESPONSIBILITY FOR ITS GROUP | 14 |
| 8. INSURANCE | 14 |
| 9. FINANCIAL GUARANTEES | 16 |
| 10. WARRANTY | 16 |
| 10.1. GENERAL WARRANTY | 16 |
| 10.2. WARRANTY REMEDY | 16 |
| 10.3. WARRANTY BENEFICIARIES | 17 |
| 10.4. SUBSTITUTION | 17 |
| 11. LIENS AND CLEAR TITLE | 17 |
| 12. CONFIDENTIALITY | 17 |
| 13. INTELLECTUAL PROPERTY RIGHTS | 18 |
| 13.1. SUBCONTRACTOR'S INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS | 18 |
| 13.2. CONTRACTOR'S INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS | 19 |
| 13.3. RIGHTS IN THE DELIVERABLES | 19 |

| | |
|---|-----------|
| 13.4. WORKS MADE FOR HIRE | 19 |
| 14. HEALTH, SAFETY, AND ENVIRONMENT (HS&E) | 19 |
| 14.1. HEALTH, CLEANLINESS AND SANITATION | 19 |
| 14.2. SAFETY AND SECURITY | 20 |
| 14.3. ENVIRONMENTAL OBLIGATIONS | 20 |
| 15. IMPORT AND EXPORT COMPLIANCE | 22 |
| 16. PERSONNEL MATTERS..... | 23 |
| 16.1. EMPLOYMENT PRACTICES..... | 23 |
| 16.2. DRUG- AND ALCOHOL-FREE WORKFORCE | 23 |
| 16.3. LABOR RELATIONS | 23 |
| 17. TITLE..... | 24 |
| 18. EQUIPMENT..... | 24 |
| 19. SUSPENSION AND TERMINATION | 24 |
| 19.1. SUSPENSION | 24 |
| 19.2. TERMINATION FOR DEFAULT | 25 |
| 19.3. TERMINATION FOR CONVENIENCE | 25 |
| 20. CHANGES..... | 26 |
| 21. CLAIMS BY SUBCONTRACTOR | 27 |
| 22. LAWS | 27 |
| 22.1. Governing Laws..... | 27 |
| 22.2. Court Venue | 27 |
| 22.3. Arbitration Act | 28 |
| 22.4. Compliance with Applicable Laws..... | 28 |
| 23. DISPUTES AND DISPUTE RESOLUTION | 28 |
| 23.1. Resolving Disputes | 28 |
| 23.2. Notice of Dispute Resolution | 28 |
| 24. NOTICES..... | 31 |
| 24.1. Written Notices..... | 31 |
| 24.2. Change of Notice Address | 31 |
| 25. CODE OF BUSINESS CONDUCT AND ETHICS | 31 |
| 26. CONTRACTUAL RELATIONSHIP | 32 |
| 26.1. INDEPENDENT SUBCONTRACTOR | 32 |
| 26.2. SUBCONTRACTING AND ASSIGNMENT | 32 |
| 26.3. ELECTRONIC ACCESS, TRANSFERS AND TRANSACTIONS | 32 |
| 26.4. CONTRACTUAL RELATIONSHIP | 33 |
| 27. LABOR PRACTICES..... | 33 |

1. DEFINITIONS

- 1.1. "Affiliate" of a Party shall mean any other entity controlling, controlled by or under common control with such Party, "control" for this purpose meaning at least 50% equity ownership, or the legal power to control the management policies of the controlled entity.
- 1.2. "Agreement" shall mean the entire integrated set of documents forming the written contractual relationship between the Parties as executed by both Parties, including all attachments, exhibits, and documents as specified and listed in the Agreement or referenced therein, and any subsequent Change Orders, work releases, work orders, renewals, extensions, notices, terminations, amendments, addenda, or other documents agreed upon by the Parties specifically issued under and referencing the Agreement.
- 1.3. "Back charge(s)" shall mean a billing to or withholding of payment from Subcontractor for certain amounts as provided for in the Agreement.
- 1.4. "Change" shall mean any addition or modification to, deletion of, or alteration of, the Services.
- 1.5. "Change Order" shall mean the written document executed by both Parties referencing the Agreement which modifies, amends, or changes the schedule, compensation or Services of the Agreement.
- 1.6. "Claim" shall mean any request for or assertion of rights or other entitlement, or allegation of any Liability against a Party, by either the other Party or a third Party, which arises out of or relates to the Agreement, the Services, or based in Law.
- 1.7. "Client" shall mean that specific legal entity or entities expressly identified as the "Client" in the Agreement.
- 1.8. "Client Representative" shall mean the specific Employee of the Client identified in the Agreement as the person authorized to coordinate the Services with Contractor
- 1.9. "Contractor" shall mean that specific legal entity expressly identified as the "Contractor" in the Agreement.
- 1.10. "Contractor Equipment" shall mean any equipment, tools, temporary facilities, structures, vessels, storage, and other items provided by Contractor Group to be used in the performance of Services that will not be permanently incorporated into the Services.
- 1.11. "Contractor Group" shall mean Contractor, Client, its and their Affiliates, and each of their respective directors, officers, Employees, Subcontractors, suppliers, agents, carriers, brokers, freight forwarders, representatives, successors, assigns, and insurers of all tiers.
- 1.12. "Contractor Material" shall mean any goods, materials, or other items furnished by Contractor Group intended for permanent incorporation into the Services.
- 1.13. "Contractor Site" shall mean a Site owned, occupied or controlled by a member of Contractor Group.
- 1.14. "Confidential Information" shall mean any and all Contractor Group Intellectual Property and any and all data and information in any tangible or intangible form or media concerning or relating to the business of Contractor Group, including the Agreement, the Services, the Project, commercial strategies, processes, policies, procedures, designs, systems, projects, suppliers, proposals, negotiations, operations, organization, personnel, accounting, tax, financial, information technology, and litigation, and including that data and information which Contractor has received from a third party under a contractual obligation of confidentiality which may be revealed or disclosed to Subcontractor Group in any manner or form during the term of the Agreement and during performance of the Services.
- 1.15. "Subcontractor Equipment" shall mean any equipment, tools, software, materials, supplies, consumables, temporary facilities, structures, vessels, storage and other items owned, leased, borrowed, utilized, chartered, hired, or provided by Subcontractor Group to perform the Services that will not be permanently incorporated into the Services.
- 1.16. "Subcontractor Group" shall mean Subcontractor and its and their Affiliates and each of their respective directors, officers, Employees, Subcontractors, suppliers, agents, carriers, brokers, freight forwarders, representatives, successors, assigns, and insurers of all tiers.
- 1.17. "Subcontractor Material" shall mean any goods, materials or other items furnished by Subcontractor Group and intended for incorporation into the Services.
- 1.18. "Subcontractor Representative" shall mean the specific Employee of Subcontractor identified in the Agreement as the person authorized to coordinate the Services with Contractor.
- 1.19. "Subcontractor Site" shall mean a Site owned, occupied or controlled by a member of Subcontractor Group.

1.20. "Days" shall mean calendar days unless expressly specified otherwise.

1.21. "Deliverables" shall mean the tangible or intangible documents, products, goods, software, Subcontractor Materials, Intellectual Property or other items developed, performed, produced, created, procured, utilized or provided by Subcontractor under the Agreement comprising the Services.

1.22. "Dispute" shall mean any matter or issue arising out of this Agreement or the Services between the Parties in which the Parties have not reached resolution (including unresolved Claims) after exhausting any procedures set forth in the applicable Article, and for which one Party desires to initiate the dispute resolution process or for which such dispute resolution process is required for final resolution hereunder.

1.23. "Employee" shall mean any individual who is employed on the direct payroll of a Party, and works under the direct supervision and control of such Party. It shall also include any temporary, contract or agency labor, crewmen, seconded, or other Personnel employed or obtained under contract by a Party who work under the direct supervision and control of the employing Party.

1.24. "Environmental Law(s)" shall mean any and all international, national, state and local Laws, regulations, statutes, treaties, conventions, codes, ordinances, orders, directives, actions, decisions, standards, rules, and all other governmental, legislative, executive, agency, judicial and organizational requirements of any nature, whether now existing or hereinafter enacted, in any jurisdiction, pertaining to the air, land and waters (including land and waters above the ground, underground, above the surface of the water, and below the surface of the water, coastal, port, offshore, outer continental shelf or international), and natural resources, and any other related or applicable Laws, which are applicable to the Services performed, to any Site at which the Services are performed (including any adjacent lands, underground areas, mineral resources or interests, natural wildlife or resources, waters, or airspace), or to any other persons or property affected by the Services. "Environmental Laws" shall include those pertaining to prevention, conservation, pollution, contamination, clean-up, remediation, restoration, indemnity, protection, preservation of endangered species, preservation of archeological, paleontological, antiquities, or historical finds, sustainable development requirements, as well as regulating the use, storage, handling, transportation, packaging, treatment, management, containment, clean-up, remediation, discharge, release, spillage, leakage, or disposal of pollutants, biohazards, chemicals, hazardous and non-hazardous wastes, substances or materials, and providing remedies for any environmental damages. Any reference in the Agreement to "Environmental Law" shall also include any other Laws which are applicable to the context or the situation.

1.25. "Force Majeure" shall mean an event or condition preventing performance caused by

1.25.1. An "act of God" (catastrophic storms and floods, earthquakes, volcanic action, lightning, or natural fires),

1.25.2. Formally declared war, state of hostilities, or emergency

1.25.3. Governmental action in response to a declared state of war, hostilities, emergency, or "act of God",

1.25.4. Acts of terrorism officially confirmed as such by the government of the location in which such act occurred, or

1.25.5. Civil disturbances or riots requiring the use of military force to control, and such event or condition listed in (A) through (E) also being

1.25.6. Beyond the control of the affected Party and not due to its fault or negligence; and

1.25.7. Unforeseeable, not preventable or avoidable by the affected Party with the exercise of reasonable diligence; and

1.25.8. Of such impact which materially and adversely delays, disrupts, or renders impossible the affected Party's performance of its obligations under the Agreement. For the avoidance of ambiguity, events or conditions (A) through (E) above are intended to be an exclusive list, and any resulting or consequential changes in the market or the economy, financial hardship, insolvency, changes in applicable Law, transportation delays, supply chain delays, manpower shortages, labor relations disputes or problems, visa or immigration delays, or acts of any third party other than those expressly set forth in this paragraph, shall not, however caused, constitute nor be excused by one of the above-listed events or conditions of Force Majeure.

1.26. "Group" or "Groups" shall mean either Subcontractor Group or Contractor Group individually or collectively in accordance with the context of use.

1.27. "Intellectual Property" shall mean any and all proprietary information of a Party in any form, whether tangible or intangible, deemed to be unique and original and to have marketplace commercial value by such Party and thus to warrant protection under the Law as a transferable property right of such Party under patent, copyright, trademark, or trade secret laws of the applicable jurisdiction. Examples of proprietary information include; ideas; inventions, developments and improvements (whether patentable or not); designs; chemical, business, or computer processes and methods; know-how; plans; drawings; prints; transparencies;

photographs; negatives; samples; specifications; databases; reports; manuscripts; working notes; documentation; manuals; materials; copyrightable works; data; works made for hire; as well as the physical embodiments of intellectual effort such as, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, and other products of research and development.

1.28. "Intellectual Property Rights" shall mean all copyrights, design rights, patents and patent applications, trademarks, trade secrets, and all other intellectual property rights as defined under any applicable Law, whether in Kosovo and any other jurisdiction, and regardless of whether claimed, established, filed, applied for, or pending.

1.29. "Law" or "Laws" shall mean all international, national, state and local laws, regulations, statutes, treaties, conventions, codes, ordinances, orders, directives, court actions, case precedents, common law principles, agency actions, standards, rules, and all other governmental, legislative, judicial, and executive orders of any nature, whether now existing or hereinafter enacted (including any decision, order or action construing, interpreting, enforcing, clarifying, or implementing any such Law), of any duly-authorized and constituted governmental or international body, organization, agency or authority.

1.30. "Liability" shall mean the effects, applications, or consequences, under any theory of applicable Law, including statutory, contractual, negligence (whether active, passive, sole, concurrent, or gross), willful misconduct or other fault, or strict liability, of a Party's acts or omissions or the acts or omissions of any person for which a Party (including any member of that Party's Group under the Agreement) is responsible under such Law, and whose Liability is alleged, claimed, asserted, determined, adjudicated, arbitrated, settled, or decided. Liability shall include any alleged or actual Claims, assessment, confiscation, expropriation, grievances, disputes, governmental actions, judgments, losses, costs (including attorney's fees, court and arbitrator costs, and costs of litigation and/or dispute resolution), expenses, fees, fines, penalties, interest, liens, disbursements, encumbrances, damages, lawsuits, cause of action, payments, and any similar consequence under a Law whatsoever.

1.31. "Lien" shall mean any and all Claims of any kind provided for under Law against any real or personal property interest related to the Services as security for payment of a debt or a duty under a Law, with the right by a lien holder to take, hold or sell the subject property should such payment or duty not be satisfied.

1.32. "Notice" shall mean a written communication from one Party to the other Party required under the Agreement and as provided for in accordance with Article 24 for the purpose of formally informing a Party of some matter arising or specified under the Agreement.

1.33. "Party" shall mean, individually, the contracting entities executing the Agreement as identified in the Agreement, and shall not include any person who is not a signatory to the Agreement. All contracting entities may be referred to, collectively, as the "Parties".

1.34. "Personnel" shall mean all persons for whom any Party is legally responsible under the terms of the specific provision.

1.35. "Project" shall have the same meaning as that specifically identified in the Agreement.

1.36. "Services" shall mean all obligations, duties and responsibilities required of Subcontractor pursuant to the Agreement, including all Personnel to be provided, labor and work to be performed, Subcontractor Equipment or Subcontractor Material to be provided, incorporation of Contractor Materials, use of Contractor Equipment, Deliverables to be created, supplied, fabricated, procured, designed, or engineered, any corrective Services and other requirements in the Agreement which are performed by or required of Subcontractor in executing or preparing to execute its duties and obligations under the Agreement.

1.37. "Site" shall mean the physical location or facility in, through, on which, or for which the Services are performed, or the physical location or facility into which the Services are incorporated. The Site shall include any physical work area (including adjacent areas), whether land, air, water, above-ground or underground, utilized by any member of the Subcontractor Group in preparing, fabricating, or performing any Services under the Agreement, including any additional areas as may be allocated in writing by Contractor for temporary use by Subcontractor during the performance of Services. Any reference to "Site" in the Agreement shall mean both Contractor Site and Subcontractor Site as may be applicable.

1.38. "Subcontractor" shall mean that specific legal entity expressly identified as "Subcontractor" in the Agreement.

1.39. "Taxes" shall mean any taxes, fees, charges, levies, assessments, charges, imposts, import or export duties, or other amounts assessed or levied directly or indirectly by any authority claiming jurisdiction over the Agreement, Personnel provided, the Services, Subcontractor Equipment, or Subcontractor Material. Taxes shall include:

1.39.1. All Taxes on Subcontractor's earnings, including income or excess profit,

1.39.2. All Taxes on salaries, wages, bonuses, perquisites, benefits, or other compensation paid by Subcontractor to its Personnel;

1.39.3. All Taxes on any property owned, leased, used, or under the care, custody and control of Subcontractor;

- 1.39.4. All Taxes on any rates of compensation received by Subcontractor;
- 1.39.5. All applicable excise, sales or use Taxes based upon the compensation rates received by Subcontractor, and
- 1.39.6. Taxes assessed upon the Deliverables, the Services, or any component thereof.

2. DOCUMENT INTERPRETATION

2.1. INTEGRATION

2.1.1. The Agreement constitutes the sole agreement between Contractor and Subcontractor concerning the subject matter, superseding all negotiations, proposals, quotations, communications, documents and representations unless expressly incorporated herein. The Agreement may be amended only by a document in writing executed with equal authority and formality.

2.1.2. Anything mentioned in the specifications and not shown in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both.

2.1.3. In the event of any error, omission, conflict, inconsistency or other discrepancy within the various provisions of the Agreement, including the attachments, schedules, drawings, specifications, applicable codes and standards, or any documents expressly incorporated into the Agreement, Subcontractor shall immediately provide Notice to Contractor of such discrepancy and Contractor shall provide Notice to Subcontractor of appropriate precedence or other resolution. If such discrepancy materially affects Subcontractor's performance of the Services, Subcontractor shall not work on the affected Services until the discrepancy has been resolved and Contractor has released Subcontractor to proceed. If Subcontractor does not bring a discrepancy to Contractor's attention, then the term or condition of the document which requires the highest or most stringent applicable standard of performance shall control, and any additional costs incurred by Subcontractor because of Subcontractor's failure to timely provide Notice to Contractor or failure to have any discrepancy resolved by Contractor before continuing with the affected portion of the Services shall be for Subcontractor's account.

2.2. NONWAIVER

Unless otherwise specified herein, no waiver under the Agreement shall be effective unless it is an express waiver granted by Contractor in writing. Contractor's not exercising any right to which it is entitled hereunder shall not constitute a waiver of that right. Waiver by Contractor of any provision of the Agreement, including Contractor's rights in the event of Subcontractor default, shall not constitute a waiver concerning any other provision, a waiver of any subsequent default, nor a waiver of the same provision in the future, and shall not affect the right of Contractor to thereafter exercise any right or remedy concerning any other provision or default, whether similar or not. Furthermore, a Contractor right granted under the Agreement shall not bind Contractor to any duty or obligation to perform or invoke the right it reserves hereunder.

2.3. SEVERABILITY

If any one or more of the provisions of the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction or any arbitration proceeding hereunder, such invalidity, illegality or unenforceability shall not affect any other provision.

2.4. HEADINGS

Titles and captions of Articles in the Agreement are for convenience and reference only, and are not to be used in the interpretation of any provisions, nor do they define, describe, extend, or limit the scope or intent of the Agreement or the intent of any provision contained herein.

2.5. JOINT EFFORTS

Notwithstanding the original drafting of documents, preparation of the Agreement has been a joint effort of the Parties and the resulting Agreement and provisions herein shall not be construed more favorably towards one Party than the other for reason of original drafting. Subcontractor acknowledges that it was given the opportunity to seek the advice of legal counsel concerning all provisions of the Agreement, including the indemnity obligations of Article 7.

2.6. CONSTRUCTION

In the Agreement:

- 2.6.1. The singular includes the plural and vice versa (except for "Party" or "Parties" and "Group" or "Groups", or otherwise in accordance with the intent, context, and meaning of the provision);
- 2.6.2. The word "including" or "include" means including or include without limitation;

2.6.3. References to Articles, Sections and Exhibits are, unless the context otherwise requires, references to Articles and, Sections of and Exhibits to the Agreement; and

2.6.4. Any reference to any Law shall be construed to refer to such Law as the same may have been, or may from time to time be, amended or re-enacted.

2.7. SURVIVAL

Notwithstanding any termination or expiration of the Agreement, the following Articles shall survive for the purposes and to the extent set forth therein: Articles 1 (Definitions), 2 (Document Interpretation), 3 (General Requirements), 4.6 (Taxes), 7 (Indemnity), 8 (Insurance), 10 (Warranty), 11 (Liens and Clear Title), 12 (Confidentiality), 13 (Intellectual Property Rights), 15 (Import and Export Compliance), 17 (Title to and Responsibility for Goods and Services), 18 (Equipment), 19 (Suspension and Termination), 20 (Changes), 21 (Claims by Subcontractor), 22 (Laws), 23 (Disputes and Dispute Resolution), 24 (Notices) and 26 (Contractual Relationship).

3. GENERAL REQUIREMENTS

3.1. INVESTIGATION OF PROJECT AND SITE CONDITIONS

Subcontractor represents that it has examined the agreement including the requirements to perform the Services, and has familiarized itself with the Project, the Laws relating to the Services; the considerations affecting the Project and the Services, and all other conditions affecting the Services, in order to achieve successful completion of the Services within the agreed upon compensation and schedule. If applicable, Subcontractor further represents that it has investigated the Site, and has requested and obtained any and all necessary information, and therefore is thoroughly familiar with the Site, its physical conditions, climate, terrain and surroundings as a whole, the availability and quality of labor, materials, transportation, facilities, storage and work areas, water, power, topography and ground and water surface and subsurface conditions (including access, road conditions, utilities, infrastructure, and other potential interferences) and all other applicable matters at the Site or in the vicinity of the Site which may affect the performance of Services, the compensation, the schedule, and the duties and obligations of Subcontractor in relation to the Services. In the event that any member of Contractor Group, or any person by or on a Contractor Group member's behalf, furnishes any member of Subcontractor Group with any data, drawings, information in any form, including any other parts of the Agreement, in connection with the Services, Subcontractor is responsible for confirming the accuracy, timeliness, completeness and sufficiency of such data, drawings or information for purposes of performing the Services, and therefore acknowledges that reliance on such data, drawings or information will be to its own account. Subcontractor shall immediately provide Notice to Contractor if Subcontractor encounters or discovers any erroneous, missing, conflicting, inconsistent, or differing conditions or requirements. Subcontractor is responsible and assumes all Liability for making such examination and review of data, drawings, information, conditions or requirements prior to commencement of performance of the Services, and waives any right to request a Change or submit a Claim for an adjustment in compensation or schedule.

3.2. PERFORMANCE

3.2.1. Subcontractor shall perform and provide all labor, Subcontractor Material, Subcontractor Equipment, and other items and requirements necessary to execute and complete the Services under the Agreement. Subcontractor shall use the latest revision or version of any documentation, software, drawings and specifications pertaining to the Services which have been issued to Subcontractor or which is customarily applied or used in performing the specific type of Services in order to achieve the required standards set forth in the Agreement.

3.2.2. Subcontractor agrees to furnish all supervision, know-how, labor, supplies, tools, Subcontractor Equipment, Subcontractor Materials, facilities, storage, and all other things, tangible and intangible, necessary or desirable to execute, perform and complete the Services.

3.2.3. Subcontractor shall be responsible for the correctness of the Services and the Deliverables, notwithstanding any assistance, information or acceptance by any member of Contractor Group. If at any time during the performance of the Services, a conflict, inconsistency, error or omission is discovered, Subcontractor shall immediately give Notice to Contractor's Representative and await instructions before proceeding with any correction, re-performance or resumption of the Services.

3.2.4. Subcontractor shall comply with any reporting requirements of Contractor, at the time intervals specified by Contractor, pertaining to the performance of Services and progress made therewith, including provision of any data, information and documents concerning costs, activities, schedule, Subcontractor and Contractor Material management, Subcontractor and Contractor Equipment, labor force, Site data, injuries, safety, local content, forecasts, and deliveries.

3.2.5. Subcontractor shall proceed with the Services in accordance with the written decisions, instructions and orders given by the Contractor, subject to and in accordance with the Agreement, including provisions for Change Orders as set out in Article 20.

3.2.6. No decision, instruction or order given by, or on behalf of, the Contractor shall be effective until written confirmation thereof has been received by the Subcontractor. If Subcontractor proceeds with any decision, instruction, or order given by, or on behalf of, Contractor which has not been placed in writing, any time, cost, or other consequences shall be to Subcontractor's account, provided that, in any emergency involving the risk of injury to persons or damage to property, Contractor may issue oral instructions with which Subcontractor shall immediately comply. Contractor shall confirm in writing any such oral instruction given in an emergency as soon as practical after its issue.

3.2.7. Within ten (10) days after receiving any written decision, instruction or order of the Contractor, Subcontractor shall provide Notice to Contractor if it questions or disputes the same, providing specific and detailed reasons. Contractor shall confirm, reverse or vary such decision, instruction or order within a further period of ten (10) days by Notice to Subcontractor, which decision shall be final and binding on the Subcontractor. If Subcontractor disagrees with such Contractor response, it may submit a Subcontractor Claim pursuant to Article 21. In the absence of Subcontractor notifying Contractor of its intention to seek resolution pursuant to Article 21 within such period, the decision, instruction or order of Contractor shall be final and binding, and Subcontractor waives any right to submit a Change, Claim or Dispute.

3.3. PERMITS AND LICENSES

Prior to commencement of performance of the Services, Subcontractor shall obtain at its expense all licenses, permits and governmental approvals that are necessary and required by Law to be issued in the name of Subcontractor to perform the Services in any location, including professional and Subcontractor's licenses, specialty and task-specific permits, and transportation permits, which Subcontractor shall maintain for the duration of the Agreement. Subcontractor shall not commence any Services unless all required licenses, permits and governmental approvals are in full force and effect. Subcontractor shall furnish any bonds, security or deposits required in connection therewith. If requested by Contractor, Subcontractor shall furnish Contractor with a copy of any such licenses, permits and approvals obtained by Subcontractor. Subcontractor shall provide Contractor with any assistance as Contractor may reasonably require in obtaining and maintaining any licenses, permits and approvals pertaining to the Services or any Site required to be in the name of any member of Contractor Group. Subcontractor shall ensure that all members of Subcontractor Group strictly comply with the requirements of this Article.

3.4. COMMUNICATION

3.4.1. Subcontractor shall provide a competent and qualified Subcontractor Representative, and any necessary assistants, whose appointment shall be approved by Contractor, at all times during the performance of the Services. The Subcontractor Representative shall be responsible for communicating and coordinating matters under the Agreement with Contractor, and shall also be responsible for communicating such, including terms of the Agreement, to all Subcontractor Group Personnel. The Subcontractor Representative shall be located at the place designated by Contractor.

3.4.2. Contractor has the right to review the qualifications of the proposed Subcontractor Representative, including any necessary assistants, and to approve or disapprove the assignment. The Subcontractor Representative shall not be replaced without the prior consent of Contractor, unless such person ceases to be employed by Subcontractor. Subcontractor's Representative shall represent Subcontractor, and Subcontractor acknowledges that Contractor will rely that (A) all directions given to the Subcontractor Representative shall be as binding as if given to Subcontractor, and (B) all decisions made by the Subcontractor Representative shall be as binding as if made by Subcontractor.

3.4.3. Subcontractor Representative shall be able to fluently read, write, speak and fully comprehend the English language.

The Agreement and all matters under the Agreement, including all Changes, Claims, Disputes, dispute resolution proceedings, meetings, communications and correspondence between Contractor and Subcontractor, policies, instructions, directions, rules, procedures, documentation and other requirements, shall be solely conducted in the English language. If any of Subcontractor's Personnel assigned to perform the Services are not fluent in English, Subcontractor Representative shall be both fluent in English and in the language spoken by such non-English speaking Personnel, unless otherwise approved by Contractor.

3.5. COORDINATION AND PLANNING

3.5.1. Subcontractor acknowledges that Contractor is committed to executing Project objectives in accordance with proper standards of performance, and if the Services are performed pursuant to a prime contract between Contractor and a Client, Subcontractor understands that Contractor will be contractually obligated to its Client and liable for proper performance of the Services to such Client. Accordingly, Contractor may also be charged with the responsibility of coordinating the efforts of all, or a significant portion of, the participants in the Project, including various Subcontractors, specialty service Subcontractors, suppliers, and other workers, the Employees and other Personnel of Contractor, other members of Contractor Group, and possibly other third parties. Subcontractor agrees to perform the Services as part of the team of participants in the Project in cooperation with all other participants, and subject to all rules, regulations, and directives of Contractor

- 3.5.1.1. for the coordination and integration of the work of all participants,
- 3.5.1.2. for the maintenance of safety, efficiency, security and good order on the Project as a whole,
- 3.5.1.3. for compliance with all applicable Laws and the terms hereof, and
- 3.5.1.4. for the protection of the environment and the rights and well-being of the public.

3.5.2. Subcontractor recognizes any joint occupancy conditions and acknowledges that Contractor will schedule and coordinate the use of jointly used facilities, equipment, and space, and Subcontractor shall accommodate its schedule to such conditions. Notwithstanding Contractor's coordination, Subcontractor shall perform all Services at any Contractor Site with minimum interference to others.

3.5.3. Throughout its performance, Subcontractor shall plan the Services thoroughly, effectively, diligently and accurately. Subcontractor shall specifically identify Subcontractor Equipment and Subcontractor Material requirements (including need dates and realistic procurement lead times) far enough in advance, and provide timely Notice of such to Contractor, to enable Contractor or other members of Contractor Group to order the Contractor Material and Contractor Equipment for delivery to occur prior to the requirement date.

3.6. INTEGRATION WITH WORK OF OTHERS

Subcontractor shall be responsible to obtain all relevant information regarding the nature, condition and state of progress of work of all other persons and entities which affects or integrates with the Services. Before integrating or connecting Services with the work of others, Subcontractor shall ascertain that such work of others is in all respects fully ready, prepared and in suitable condition for such integration or connection with the Services. Subcontractor shall notify Contractor of any possible non-conformances, problems or delays in any work of others and await directions prior to proceeding.

3.7. ALLOCATION OF FACILITIES

Contractor may designate for use by Subcontractor certain entrances, parking areas, storage areas, office and work areas, facilities and Contractor Equipment, if and to the extent such are to be provided by Contractor Group under the Agreement. Contractor may allocate, and schedule the use of, such common facilities, Contractor Equipment, and utilities as are provided by Contractor Group for use of Subcontractor Group and other participants in the Project. The temporary interruption of Services, utilities, facilities, use of or access to the Site, and use of Contractor Equipment are anticipated and shall not be used by Subcontractor as the basis for a Change Order or a Claim for an adjustment in compensation or time for performance. No signs shall be erected on any Site without the express prior written consent (including approval of the content, size and location) of Contractor.

3.8. SITE ACCESS

Contractor will provide access, easements, land, port, or water rights to any Contractor Site, and Subcontractor shall comply with all restrictions, limitations, terms and conditions relative thereto. If required by Law, necessitated by a third party, or if such pertains to Services performed on Subcontractor Site, Subcontractor shall obtain any easements, land, port, or water rights it may require to perform the Services. At Contractor Site, Subcontractor shall comply with all applicable safety and security procedures and shall only perform the Services only during such hours as may be directed or approved in writing by Contractor. Contractor reserves the right to access and use any areas in Contractor Site as reasonably necessary for Contractor purposes. Contractor and Client shall be granted access to any Subcontractor Site at all times for purposes pursuant to the Agreement.

3.9. INSPECTION, EXPEDITING, AND QUALITY CONTROL

3.9.1. Contractor or Client (or their designee) shall have the right to inspect the Services, Subcontractor Material, Subcontractor Equipment, and any Subcontractor Site, at all times. As may be applicable, no Services shall be covered, embedded, installed, attached or commingled until inspected and released or otherwise approved to proceed by Contractor in writing, and any Services so without Contractor authorization shall be uncovered, uninstalled, or separated out by Subcontractor at its expense for inspection upon Contractor request. Any defective, non-confirming, or unsatisfactory Services shall be discontinued, removed and replaced or corrected at Subcontractor's expense in accordance with specifications and directions of Contractor.

3.9.2. Any review, inspection, release, direction, or approval of the Services by Contractor Group, or any failure to do so, shall not relieve Subcontractor of its obligation to comply with all requirements of the Agreement.

3.9.3. Contractor shall have the right at all times to conduct any expediting activities on Deliverables or Services furnished by any member of Subcontractor Group. Contractor shall be allowed reasonable access to any Subcontractor Site for expediting purposes.

3.9.4. Subcontractor shall furnish a quality assurance and quality control plan acceptable to Contractor prior to commencement of the Services or thereafter upon request.

3.9.5. Subcontractor shall maintain and furnish all quality assurance and quality control documentation for the Services and Deliverables, including that required in its plan, or as may be reasonably requested by contractor.

3.9.6. Contractor's rights under this Article may be exercised by an agent, representative or other designee of Contractor.

3.10. RECORDS AND ACCOUNTS; AUDIT

Subcontractor shall maintain detailed books and records concerning performance of the Services and compliance with the Agreement, documenting all costs and amounts charged to Contractor, and shall preserve such books and records for a period of seven (7) years after termination or expiration of the Agreement. Upon reasonable Notice to Subcontractor, Contractor or Client shall have the right to inspect and audit such books and records for purposes of confirming performance of the Services and compliance with all terms of the Agreement, including those records which relate to cost reimbursement or performance of labor provisions. Copies of such documents and records shall be furnished to Contractor or Client upon request. Any overpayments, cost discrepancies or overcharges which are verified through such audit will be paid to the other Party within 30 (thirty) days. Contractor's rights under this Article may be exercised by an agent, representative or other designee of Contractor or Client.

3.11. PARTIAL OCCUPANCY OR USE

Contractor may occupy or use any portion of the Services which is sufficiently completed to permit such occupancy or use. Such partial occupancy or use shall not constitute an acceptance of the Services, and shall not relieve Subcontractor of the obligation to complete all of the Services strictly in accordance with the requirements of the Agreement, nor shall it relieve Subcontractor of any of its warranty or other obligations hereunder.

4. PAYMENT AND TAXES

4.1. Invoice

Within ten (10) days after the end of each month, Subcontractor shall submit an invoice to Contractor for all Services completed up to the end of such month. All payments are to be applied by Subcontractor as trust funds to pay for all components of the Services, including making of payments on time to all members of Subcontractor Group and their Personnel providing any labor, Services, goods, Subcontractor Equipment, or Subcontractor Materials. Each invoice shall be in the form or format specified or approved by Contractor, and shall be fully supported by proper evidence, including schedules, manpower reports, time sheets, justification for all costs and expenses, and any affidavit or certificate as may be requested by Contractor, showing:

4.1.1. the portion of the Services completed,

4.1.2. compliance with all requirements of the Agreement,

4.1.3. payment of all bills and

4.1.4. through attachment, in a form specified by Contractor, compliance with the requirement for delivery of final (and interim, if requested by Contractor) lien and claim waivers from Subcontractor, and each applicable member of Subcontractor Group, attesting that no Lien or Claim exists or could be claimed arising from the Services. Any invoice which is deficient may be rejected by Contractor, in whole or in part, and Contractor will have no obligation to pay such invoice until Subcontractor has remedied the deficiency to Contractor's satisfaction.

4.2. Payment

Once Subcontractor has submitted a properly completed and documented invoice, Contractor shall review such invoice, including obtaining any field or Project-level review and approvals, and if the invoice is deemed complete and has been approved at all required levels, Contractor will pay such invoice on a net thirty (30) days basis, or as otherwise set forth in the Agreement. If the invoice is rejected for payment in whole or in part, Contractor will provide Notice to Subcontractor of the reasons for such rejection. Contractor shall pay Subcontractor for the approved amounts as soon as possible after the invoice is approved, but not less than thirty (30) days after receipt of a proper invoice. If requested by Contractor, as a condition of payment, each invoice received by Contractor prior to final completion of the Services shall be accompanied by a fully executed interim Lien and Claim waiver from Subcontractor (and each applicable member of Subcontractor Group) attesting that no Lien or Claim exists or could be claimed arising from all Services performed through the date for which payment is invoiced.

4.3. Retainer

Contractor may withhold from each interim payment ten percent (10%), or to the maximum percentage allowed by Law, of the amount earned, as a retainer, until final completion and acceptance. In addition, upon Notice to Subcontractor, Contractor may withhold such amount as may be reasonably required to assure compliance by Subcontractor with the terms of the Agreement, to the maximum extent permitted by Law. Contractor may pay directly any obligation of Subcontractor arising under the Agreement and withhold such payment from amounts otherwise due Subcontractor. Contractor shall be entitled at all times to set off any

amount owed by Subcontractor to any member of Contractor Group, including the assessment of back charges, in connection with the Agreement, or under any other contract or action, against any amount due or owing to Subcontractor.

4.4. Liens and Claims

In addition to the requirements in 4.1 above, Subcontractor shall submit with its invoice for final payment a total release of any Liens and Claims against Contractor Group in the form required and approved by Contractor.

4.5. Notwithstanding any other provision in this Article, should Contractor be paid by Client in accordance with a schedule of progress payments or invoiced payments based upon the amount of Services satisfactorily performed, to the extent allowed by Law Contractor at its option may make payment to Subcontractor for all undisputed amounts properly invoiced in accordance with, and within 30 (thirty) days of, payments received by Contractor from Client which include the specific Services performed by Subcontractor.

4.6. Notwithstanding any other provisions hereof, payment by Client to Contractor is a condition precedent to any obligation of Contractor to make payment hereunder. Contractor shall have no obligation to make payment to Subcontractor for any portion of the services provided under this agreement for which Contractor has not received payment from the Client.

4.7. Taxes

Subcontractor accepts that its compensation includes; and accepts exclusive Liability for payment of; and shall pay, all Taxes assessed upon all components of the Services, or otherwise arising from its performance under the Agreement. Excise, sales and use Taxes on Subcontractor's Services will not be passed through to Contractor unless Contractor has so expressly agreed in the Agreement. Subcontractor agrees to pay any Taxes promptly and in a timely manner to the proper taxing authority in accordance with Law. If compensation to Subcontractor is other than lump sum, Subcontractor's invoices shall display the total amount of applicable Excise, sales, and use Taxes paid or billed by Subcontractor. Subcontractor shall comply with applicable Law in identifying and describing with specificity, to the satisfaction of Contractor, any such Taxes to be included in any invoice sent to Contractor. In the event Contractor is required by Law or as it may deem appropriate, Contractor is entitled to withhold and pay any Taxes assessed on the Services performed hereunder, which shall be paid to the proper tax authorities. With supporting documentation, Contractor may charge to Subcontractor the costs of any such Taxes it has withheld and paid.

5. TIME, SCHEDULE, DELAYS, EMERGENCIES

5.1. Upon request by Contractor, Subcontractor shall provide a detailed schedule for performance of the Services, in accordance with the Agreement, and in compliance with any Contractor format, planning software, and substance requirements. All original schedules and subsequent revisions must be approved by Contractor in writing. Subcontractor shall revise and update such schedule from time to time as required by Contractor or the terms of the Agreement. Subcontractor shall establish and maintain a separate electronic file of the schedule, including each updates to the schedule, in the approved format, planning software, and substance requirements, for a period of four (4) years after the later of completion of the Services or termination of the Agreement. The schedule for the Services shall be subject to revision by Contractor to coordinate the Services with the overall rate of progress of Contractor and other participants in the Project as a whole, and to expedite performance of critical items of Services under the schedule.

5.2. Subcontractor agrees to commence the Services promptly when directed by Contractor and to prosecute the Services diligently to completion. Subcontractor agrees to provide all Subcontractor Equipment, Subcontractor Materials, items or Personnel necessary to perform, execute, and complete the Services in accordance with the schedule. Subcontractor acknowledges that time is of the essence in completing the Services. In addition to providing progress reports and the other reports specified in the Agreement, Subcontractor shall provide any further information to Contractor as it may reasonably request to verify actual progress and to forecast future progress. If Subcontractor has reason to believe that the Services will not be performed in accordance with the schedule, Subcontractor shall so provide Notice to Contractor within forty-eight (48) hours of discovery of the facts upon which the delay may be based, specifying in its Notice the corrective action planned by Subcontractor to regain progress to the schedule.

5.3. If (A) Subcontractor fails to diligently prosecute the Services or is otherwise in breach of the Agreement, and (B) fails within five (5) days after receipt of written Notice from Contractor to make any corrections or recover the schedule to Contractor's satisfaction, Contractor may, without prejudice to any other remedy it may have, take any reasonable action necessary to correct any deficiency or breach and recover schedule, and assess back charges against Subcontractor for any amounts incurred by such actions. If the payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. Neither Contractor nor Client shall in any way be liable or accountable to Subcontractor or its surety for the method by which the Services are supplemented by Contractor, or at Contractor's direction, or the price paid thereof.

5.4. Contractor will designate the daily working hours for any Contractor Site and such hours will apply to Subcontractor's performance of the Services thereon. Any special working hours outside of or exceeding the designated working hours will require prior written approval of Contractor.

5.5. If, for reasons beyond Subcontractor's control (including Force Majeure), Subcontractor is materially delayed in the performance of the Services, Subcontractor shall comply with the provisions of Article 20 for any potential Changes it may request caused by the delay.

5.6. In the event of any emergency endangering life or property (including any response to Force Majeure), Subcontractor is responsible to take such action on behalf of all members of Subcontractor Group as may be reasonable and necessary to prevent, avoid or mitigate injury, damage or loss, as well as comply with applicable Law, and shall, as soon as possible, report any such incidents, including Subcontractor's response thereto, to Contractor, except that Contractor or Client has the right to direct Subcontractor's Personnel and resources on Contractor Site. Contractor may immediately suspend or terminate the performance of the Services by Subcontractor in an emergency situation, including if, in Contractor's judgment, Subcontractor has not taken reasonable precautions to handle such emergency, or has caused or exacerbated an emergency. Upon receipt of any such direction from Contractor, Subcontractor shall immediately suspend or terminate its performance of the Services and take such other action as directed by Contractor at no additional cost to Contractor or extension of time. In the event the emergency was caused or exacerbated by Subcontractor, or if Subcontractor failed to take necessary and reasonable action to protect lives and property, Subcontractor shall not be entitled to a Change Order or any other cost or schedule relief, and Subcontractor shall reimburse Contractor for the reasonable direct costs incurred by Contractor in taking any action to handle or mitigate any effects of the emergency. In such case, the issuance of a suspension, a termination, or the taking of any action by Contractor, or Contractor's failure to issue a suspension or taking an action, shall not relieve Subcontractor of any of its obligations under the Agreement. Subcontractor shall be responsible to provide all first aid, ambulance, and emergency medical services for all Subcontractor Group Personnel on Contractor Site, even if such may be available on such Site.

6. FORCE MAJEURE

6.1. In the event Subcontractor's (or any member of Subcontractor Group's) performance of any obligation under the Agreement is materially and adversely affected by an event of Force Majeure, Subcontractor shall immediately upon discovery give Notice to Contractor. Such Notice shall specify (A) the nature of the event or condition of Force Majeure, (B) a description of how performance is affected, (C) the estimated period of delay and the commercial impact, and (D) the measures undertaken to mitigate the adverse effects. If Subcontractor claims an adjustment in the time or cost of performance, Subcontractor shall Notify Contractor in writing within forty-eight (48) hours after the commencement of a delay, interruption, or interference in its performance caused by Force Majeure or the right to such adjustment shall be waived. No delay or failure in performance by Subcontractor caused by an event or condition of Force Majeure shall constitute a default under the Agreement provided the terms and conditions in this Article are satisfied. Unless the event or condition of Force Majeure materially and permanently prevents the resumption of performance by Subcontractor, Force Majeure shall not operate to excuse, but only to delay, performance, for a period specified below.

6.2. Upon satisfactory evidence that Subcontractor's performance has been materially and adversely affected by an event or condition of Force Majeure, Subcontractor may be granted additional time for performance equal to the number of days performance is delayed by the effects of Force Majeure in accordance with Article 20.

6.3. If Services are performed for Contractor on behalf of a Client, Subcontractor shall not be entitled to any increase or adjustment in its compensation for additional damages, costs, stand-by time, losses or other expenses incurred as a result of Force Majeure, except to the extent approved by the Client; and then Subcontractor shall recover only to the extent of any amounts that Contractor, on behalf of Subcontractor, actually recovers from the Client for such Force Majeure delay. If compensation is paid by Contractor, Subcontractor shall only be paid the direct costs incurred in any delay, and shall not be paid any profit, loss, revenue, overhead, or other indirect amounts.

6.4. Subcontractor shall exercise due diligence to ensure that all members of Subcontractor Group do all things reasonably possible to mitigate or remove any effects of Force Majeure, and resume performance at the earliest possible time. Subcontractor's failure to mitigate or remove the effects of Force Majeure and resume performance, if such mitigation, removal, and resumption of performance is reasonably possible, constitutes a material default under the Agreement, and Contractor shall have the right to immediately terminate the Agreement for default under Article 19.2.

7. INDEMNITY

7.1. SUBCONTRACTOR INDEMNITIES. SUBCONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL LIABILITY IN ANY WAY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, RELATED TO, OR OCCURRING IN CONNECTION WITH, THE PERFORMANCE OF THE SERVICES, THE AGREEMENT, OR FROM ANY ACT

OR OMISSION OF ANY MEMBER OF SUBCONTRACTOR GROUP (OR ANY PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY ANY SUCH MEMBER OF SUBCONTRACTOR GROUP, OR ANYONE FOR WHOSE ACTS SUCH MEMBER OF SUBCONTRACTOR GROUP MAY BE LIABLE) INCLUDING FOR ANY OF THE FOLLOWING:

7.1.1. INJURY TO OR ILLNESS OR DEATH OF EMPLOYEES, OFFICERS, AND DIRECTORS OF ANY MEMBER OF SUBCONTRACTOR GROUP (INCLUDING ANY LIABILITY ARISING FROM OR RELATED TO THE PROVISION OF ANY MEDICAL, SECURITY, TRANSPORTATION, EVACUATION, OR OTHER FACILITIES, SERVICES OR EQUIPMENT TO SUBCONTRACTOR GROUP PERSONNEL), OR ANY LOSS OF, DAMAGE TO, OR DESTRUCTION OF, ANY PROPERTY OF ANY MEMBER OF SUBCONTRACTOR GROUP, REGARDLESS OF THE CAUSE OF SUCH INJURY, ILLNESS OR DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, PASSIVE OR GROSS), STRICT LIABILITY OR FAULT OF ANY MEMBER OF CONTRACTOR GROUP;

7.1.2. LOSS OF, DAMAGE TO, OR DESTRUCTION OF PROPERTY (INCLUDING THE EXISTING FACILITIES) OWNED BY CONTRACTOR GROUP (EXCEPT AS PROVIDED BELOW FOR CONTRACTOR EQUIPMENT), HOWEVER SUBCONTRACTOR WILL NOT BE LIABLE HEREUNDER TO THE EXTENT OF ANY NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, PASSIVE OR GROSS), STRICT LIABILITY OR FAULT OF CONTRACTOR AS MAY BE FINALLY DETERMINED. NOTWITHSTANDING THE FOREGOING, SHOULD ANY MEMBER OF SUBCONTRACTOR GROUP USE ANY CONTRACTOR EQUIPMENT, SUBCONTRACTOR SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP AGAINST ANY LIABILITY WHATSOEVER RESULTING OR ARISING FROM SUCH POSSESSION, OPERATION, TRANSPORTATION, STORAGE, OR USE, REGARDLESS OF WHETHER SUCH LIABILITY HAS OCCURRED AS THE RESULT OF THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), FAULT OR STRICT LIABILITY OF CONTRACTOR GROUP;

7.1.3. LOSS OF, DAMAGE TO, OR DESTRUCTION OF THE SERVICES, SUBCONTRACTOR MATERIALS OR CONTRACTOR MATERIALS, REGARDLESS OF TITLE AND REGARDLESS OF WHETHER SUCH LOSS, DAMAGE OR DESTRUCTION HAS OCCURRED AS THE RESULT OF THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), FAULT OR STRICT LIABILITY OF ANY MEMBER OF CONTRACTOR GROUP;

7.1.4. IN ADDITION TO ITS INDEMNITY IN ARTICLE 7.1.1, ANY PERSONAL INJURY TO OR ILLNESS OR DEATH OF ANY PERSON AND LOSS OF, DAMAGE TO, OR DESTRUCTION OF PROPERTY OF ANY PERSON. HOWEVER SUBCONTRACTOR WILL NOT BE LIABLE HEREUNDER TO THE EXTENT OF ANY NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, PASSIVE OR GROSS), OF CONTRACTOR AS MAY BE FINALLY DETERMINED.

7.1.5. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW BY ANY MEMBER OF SUBCONTRACTOR GROUP, INCLUDING (A) ANY HEALTH AND SAFETY LAW; (B) ANY PERMITTING AND LICENSING OBLIGATION UNDER ARTICLE 3.3; (C) ANY EMPLOYMENT OR LABOR LAW OR PROVISION OF ARTICLE 16; (D) ANY VIOLATION OF ARTICLES 15 OR 22 INCLUDING ANY OBLIGATION RELATING TO THE EXPORT AND IMPORT OF ITS PERSONNEL, EQUIPMENT, DELIVERABLES, GOODS, MATERIALS, DATA, INFORMATION, AND ANY PORTION OF THE SERVICES, AND THIS INDEMNITY SHALL BE IN ADDITION TO, AND NOT INSTEAD OF, ANY OTHER INDEMNITIES OR ANY OTHER OBLIGATIONS HEREUNDER PERTAINING TO COMPLIANCE WITH LAWS, AND SHALL NOT BE INTERPRETED TO LIMITED IN ANY WAY SUBCONTRACTOR'S RESPONSIBILITY;

7.1.6. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ANY ARTICLE 14.3 OF THE AGREEMENT OR ANY ENVIRONMENTAL LAW BY ANY MEMBER OF SUBCONTRACTOR GROUP, INCLUDING ANY ACTUAL OR ALLEGED POLLUTION, CONTAMINATION, DAMAGE OR ADVERSE EFFECT TO THE ENVIRONMENT, TO PROPERTY, OR TO NATURAL RESOURCES, ALLEGED TO BE CAUSED BY ANY ACTS OR OMISSIONS OF ANY MEMBER OF SUBCONTRACTOR GROUP, INCLUDING ANY LIABILITY ARISING FROM POSSESSION AND CONTROL BY ANY MEMBER OF SUBCONTRACTOR GROUP OF HAZARDOUS SUBSTANCES, MATERIALS AND WASTES (INCLUDING ANY FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINTS, OR SOLVENTS), WHETHER OR NOT BROUGHT ONTO THE SITE BY SUBCONTRACTOR, AND;

7.1.7. ANY MISAPPROPRIATION, UNAUTHORIZED DISCLOSURE, IMPROPER USE OF, ACTUAL OR ALLEGED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY DOMESTIC OR FOREIGN PATENTS, COPYRIGHTS OR TRADEMARKS OR OTHER INTELLECTUAL PROPERTY, OR TRADE SECRET(S) OR CONFIDENTIAL INFORMATION OR OTHER PROPRIETARY RIGHTS, OR ANY OTHER VIOLATION OF OR FAILURE TO COMPLY WITH ARTICLES 12 (CONFIDENTIALITY) OR 13 (INTELLECTUAL PROPERTY RIGHTS), BY ANY MEMBER OF SUBCONTRACTOR GROUP;

7.1.8. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ARTICLE 8 (INSURANCE) BY ANY MEMBER OF SUBCONTRACTOR GROUP;

7.1.9. ANY VIOLATION OF OR FAILURE TO COMPLY WITH (A) ARTICLE 25 (CODE OF BUSINESS CONDUCT) BY ANY MEMBER OF SUBCONTRACTOR GROUP; (B) ANY SIMILAR CODE OF CONDUCT OR ETHICAL REQUIREMENTS OF CLIENT; (C) ANY SIMILAR CODE OF CONDUCT OR ETHICAL REQUIREMENTS OF SUBCONTRACTOR; (D) ANY PROFESSIONAL OR INDUSTRY-STANDARD CODES OF

CONDUCT AND ETHICS APPLICABLE TO THE PERFORMANCE OF THE SERVICES, OR (E) ANY LAW APPLICABLE TO (A) THROUGH (D), INCLUDING THE U.S. FOREIGN CORRUPT PRACTICES ACT;

7.1.10. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ARTICLE 4.7 (TAXES) BY ANY MEMBER OF SUBCONTRACTOR GROUP, INCLUDING ANY FAILURE BY ANY MEMBER OF SUBCONTRACTOR GROUP TO (A) FILE TAXES; (B) MAKE TIMELY REPORTING OR REMITTANCE OF ANY TAXES; (C) COMPLY WITH ANY APPLICABLE LAW RELATED TO TAXES;

7.1.11. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ARTICLES 9 (FINANCIAL GUARANTEES) OR 11 (LIENS) BY ANY MEMBER OF SUBCONTRACTOR GROUP, INCLUDING (A) FAILURE OF SUBCONTRACTOR GROUP TO MAKE PAYMENTS RELATING TO THE SERVICES AS REQUIRED BY THE AGREEMENT, OR (B) ANY LIABILITY FROM CLAIMS RESULTING FROM THE FILING OR IMPOSITION OF ANY LIEN BY ANY MEMBER OF SUBCONTRACTOR GROUP OR ANY OTHER PERSON; AND

7.1.12. ANY VIOLATION OF OR FAILURE TO COMPLY WITH ANY OTHER PROVISION OF THE AGREEMENT BY ANY MEMBER OF SUBCONTRACTOR GROUP.

7.2. INDEMNIFICATION PROCEDURE

7.2.1. Subcontractor shall promptly give Contractor written Notice of any alleged, actual, or potential Liability against Subcontractor or any member of Subcontractor Group arising from the Services or the Agreement.

7.2.2. Contractor shall promptly give Subcontractor written Notice of any alleged, actual or potential Liability against Contractor or any member of Contractor Group arising from the Services or the Agreement; and for which indemnification is sought..

7.2.3. Upon receipt of Notice, Subcontractor agrees to immediately assume the defense of any matter for which Subcontractor is obligated hereunder to indemnify Contractor Group or for which Contractor claims an indemnity obligation. Contractor shall have the right at its discretion to be represented by its own legal counsel and to participate in any defense, as well as the right to consent to resolution or disposition in any action, in which Contractor is named as defendant in any matter for which Subcontractor owes Contractor indemnification hereunder.

7.2.4. Notwithstanding the provisions of Article 23, should Subcontractor fail to assume defense upon Notice, for any reason, Subcontractor agrees that any issue or dispute concerning its obligation to assume defense under this Article 7 shall be immediately submitted to binding arbitration to the Kosovo Arbitration Association office in Pristine, Kosovo, to be heard on an expedited basis in accordance with its rules, in the English language, and by an arbitrator agreed upon by both parties. Notwithstanding such arbitration, Contractor has the right to take any action necessary to defend itself or any member of Contractor Group during the period such arbitration is pending, including incurring any reasonable costs of defense, attorney and consulting fees, and other expenses, conduct any discovery, join any person, and file any motion or other document to preserve Contractor Group rights in the matter. The prevailing Party in such arbitration shall be reimbursed by the non-prevailing Party for any reasonable costs and expenses of defense incurred as may be awarded by the arbitrator. Contractor shall be relieved of its obligation to make payment for the portion of the Services affected by any alleged Liability for which indemnification is claimed, pending final resolution.

7.3. INTENT AND APPLICATION OF INDEMNIFICATION PROVISIONS

The indemnification herein shall only be effective to the maximum extent permitted by applicable Law. Notwithstanding anything herein, if it is judicially determined that any indemnity obligation in this Article 7 is unenforceable under applicable Law, or if such Law limits in any way the extent of the indemnification which may be provided, then the parties agree that the indemnity obligation shall be automatically amended to conform to the maximum limit of recovery for the indemnity permitted under such Law.

7.4. SUBCONTRACTOR'S RESPONSIBILITY FOR ITS GROUP

Subcontractor acknowledges that it is solely responsible to Contractor under the Agreement for any Liability, acts (whether negligent, intentional or otherwise) and omissions of all members of Subcontractor Group, including their Personnel, and accordingly to ensure the compliance of Subcontractor Group, including, if applicable, to flow down the appropriate requirements of the Agreement into any contracts or other commercial documents entered into for performance of the Services. The fact that any Liability was alleged to have been caused by or arisen from a member of Subcontractor Group and not Subcontractor itself shall not constitute a defense for Subcontractor concerning responsibility or Liability for its obligations to Contractor under the Agreement, specifically, this Article 7.

8. INSURANCE

8.1. Subcontractor shall provide insurance required by Law and to the extent necessary and normal in the industry to provide coverage for the Services performed under the Agreement. Without in any way limiting Subcontractor's liability hereunder, Subcontractor shall maintain at a minimum the following insurance in form and with underwriters satisfactory to Contractor:

8.1.1. Worker's Compensation as prescribed by applicable Law. Subcontractor shall ensure in its contracts that all of its Subcontractors of all tiers have worker's compensation in place, to the extent required by applicable Law, for all Employees performing any portion of the Services.

8.1.2. Employer's Liability Insurance. The limits of liability of such insurance shall be not less than \$ 200,000 per occurrence.

8.1.3. Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage:

8.1.3.1. Contractual Liability to cover liability assumed under the Agreement,

8.1.3.2. Product and Completed Operations Liability Insurance,

8.1.3.3. Broad Form Property Damage Liability Insurance,

8.1.3.4. Explosions, collapse and underground hazards and

8.1.3.5. Sudden and accidental pollution, including if applicable Oil Pollution Act coverage.

8.1.3.6. The limit of the liability for such insurance shall not be less than \$100,000 per occurrence Bodily Injury and \$100,000 per occurrence for Property Damage.

8.1.3.7. If a Combined Single Limit is provided, total coverage shall be not less than \$200,000 per occurrence.

8.1.3.8. Additionally, the policy shall include endorsement CG 25 03, Amendment--Aggregate Limits of Insurance (Per Project).

8.1.4. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired vehicles used in the performance of the Services. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence Bodily Injury and \$100,000 per occurrence for Property Damage. If a Combined Single Limit is provided, total coverage shall be not less than \$200,000 per occurrence.

8.1.5. Without in any way affecting Subcontractor's obligations herein, if marine or offshore Services are to be performed hereunder, Protection and Indemnity Insurance or equivalent insurance coverage, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of such Services. The limits of liability of such insurance shall be not less than \$200,000 per occurrence.

8.1.6. Without in any way affecting Subcontractor's obligations herein, notwithstanding and in addition to any other insurance required herein, if Security Services are to be performed hereunder, Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverages: (A) Contractual Liability to cover liability assumed under the Agreement, (B) Broad Form Property Damage Liability Insurance, and (C) explosions, collapse and underground hazards. The limit of the liability for such insurance shall not be less than \$2,500,000 per occurrence Bodily Injury and \$2,500,000 per occurrence for Property Damage. If a Combined Single Limit is provided, total coverage shall be not less than \$5,000,000 per occurrence. Additionally, the policy shall include endorsement CG 25 03, Amendment--Aggregate Limits of Insurance (Per Project).

8.1.7. Professional Liability (if applicable to or available for the Services, or required by Contractor) insurance with an amount not less than \$100,000 in the aggregate on a claims made basis.

8.1.8. The above insurances 8.1.2 through 8.1.6 shall be on an occurrence basis. All insurances 8.1.2 through 8.1.5 shall be endorsed to:

8.1.8.1. Name Contractor Group as additional insured; and

8.1.8.2. Be primary coverage for all insured, including any deductibles or self-insured retentions, which coverage shall not be considered contributory insurance with any insurance policies of any other insured); and

8.1.8.3. Include a requirement that the insurer provide Contractor with thirty (30) days' written Notice prior to the effective date of any cancellation or material change of the insurance; and

8.1.8.4. Contain waivers of subrogation in favor of Contractor Group; and

8.1.8.5. Contain an assignment of statutory lien to Contractor Group, if applicable.

8.1.9. Subcontractor shall, before commencing the Services, provide Contractor with a certificate of insurance evidencing all required coverage, and such certificate shall contain the express endorsements contained on the policies for the benefit of Contractor Group as required in 8.2 above.

9. FINANCIAL GUARANTEES

Subcontractor will provide Notice to Contractor of any changes in Subcontractor's internal management organization of the unit, department, or division performing the Services, material adverse changes in its financial condition (including ratings), and any changes in the Subcontractor Party's legal structure or composition (including any changes in incorporation, restructuring, or ownership). At any time, whether prior to or during the performance of the Services, Contractor reserves the right to request that Subcontractor provide adequate financial assurance or a guarantee, in a form reasonably satisfactory to Contractor, that Subcontractor will be able to continue and complete performance of the Services, and pay all amounts due to any members of its Group pertaining to the Services. Such financial guarantee shall be in a form and be issued according to terms which shall allow Contractor to draw upon the guarantee in the event Subcontractor fails to meet its obligations under the Agreement. If requested by Contractor in writing, whether before commencement of the Services or at any time prior to completion and acceptance of the Services, Subcontractor shall provide a performance bond and/or a payment bond in form and with corporate surety satisfactory to Contractor. Contractor may terminate the Agreement for default or exercise the rights provided in Article 19 herein if Subcontractor should fail to provide such financial guarantee or bond when requested or if any guarantee or bond provided shall expire, be terminated, released, or revoked without the written consent of Contractor in accordance with the terms set forth within such guarantee or bond. The cost of the financial guarantee or bond will be for Contractor's account. Subcontractor agrees to ensure that any guarantor of Subcontractor's obligations under the Agreement shall be bound as a party to any arbitration involving Subcontractor in accordance with Article 23.

10. WARRANTY

10.1. GENERAL WARRANTY

10.1.1. Subcontractor expressly warrants that it will execute its duties and obligations under the Agreement in strict accordance with, and that all Services will meet, the requirements and specifications of the Agreement. All the Services shall be performed with quality and workmanship consistent with the highest applicable industry standards for the type of Services involved. In the event of any inconsistency of applicable industry standards, the highest performance standard contemplated shall govern Subcontractor's performance under the Agreement.

10.1.2. Subcontractor expressly warrants that all Deliverables and Subcontractor Materials furnished under the Agreement will be new, free from defects and conform to specifications, drawings, samples, or other description or requirements contained in the Agreement, and to acceptable industry standards. Subcontractor further warrants that any Subcontractor Equipment will be in good and proper operating condition and fit for Subcontractor's intended purpose of use in the Services. If required by Contractor, Subcontractor shall supply satisfactory evidence of the kind and quality of the Deliverables and Subcontractor Materials.

10.1.3. Subcontractor shall create, fabricate, procure, produce, service, install or apply all Subcontractor Materials, Contractor Materials, and Deliverables in strict accordance with the Agreement and any installation or application instructions and procedures set forth by the manufacturer. No other method shall be permitted or accepted unless specifically authorized in writing in advance by Contractor.

10.2. WARRANTY REMEDY

10.2.1. Should there be defects, errors, or omissions in, or breach of, any warranty of Subcontractor concerning the Services, the Deliverables, Subcontractor Materials, Subcontractor Equipment, incorporation of Contractor Materials, or workmanship contained therein, Subcontractor, without cost to Contractor or Client, shall promptly at Contractor's option correct, re-perform, repair, or replace the Services or Deliverables as may be applicable (including any defective or non-conforming Subcontractor Materials or workmanship) in whatever manner necessary, so that all the requirements of the Agreement are satisfactorily fulfilled. If Subcontractor fails after reasonable Notice to proceed promptly with the re-performance, correction, repair, or replacement of any defective Services or Deliverables, Contractor may correct, re-perform, replace or repair such Services or Deliverables to the extent required to correct any defect or deficiency, and charge all the costs thereof to Subcontractor, and/or Contractor may terminate the Agreement for default pursuant to Article 19. Contractor has no obligation to allow Subcontractor to cure any breach of warranty.

10.2.2. Subcontractor shall be responsible for any costs incurred for: (A) gaining access to effect any correction, re-performance, repair, or replacement, (B) any reinstallation required, and (C) any other associated costs required to ensure that all areas, work, or other facilities impacted and affected are returned to the condition existing prior to the commencement of the correction, re-performance, repair, or replacement of defects or deficiencies in the Services or the Deliverables.

10.2.3. Subcontractor's Liability under this Article 10 shall continue from the date of the Agreement through twelve (12) calendar months following the date the Services (including all Deliverables) have been accepted in their entirety by Contractor.

10.2.4. Any Services or Deliverables (including incorporated Subcontractor Materials or Contractor Materials or workmanship) which Subcontractor may have corrected, re-performed, repaired, or replaced under this Article 10 shall be re-warranted for an additional period of twelve calendar months following the date of acceptance by Contractor of such corrected, re-performed, repaired, or replaced Subcontractor Materials, Contractor Materials, workmanship, Services or Deliverables.

10.3. WARRANTY BENEFICIARIES

All of Subcontractor's warranties and warranty remedies hereunder shall be for the benefit of, extend to, and be enforceable by, either Contractor or Client. Subcontractor shall also ensure that any warranties and remedies obtained by Subcontractor from Subcontractor's subcontractors and suppliers shall also be made for the benefit of, extend to, and be enforceable by Contractor and its Client.

10.4. SUBSTITUTION

Subcontractor shall not substitute Services, Subcontractor Materials, Personnel or Deliverables for those specified nor otherwise deviate from the requirements of the Agreement without Contractor's prior written consent. If the words "or equal" are used, the proposed substitute must be approved in advance by Contractor in writing. Subcontractor shall submit to Contractor satisfactory evidence that proposed equals or substitutes fulfill the desired fundamental requirements and identical purposes of those specified and have no effect on any other part of the Services. Contractor's consent or rejection of such proposal shall be at Contractor's sole discretion. Contractor's consent to any substitution is based upon Subcontractor's expertise and representations concerning the suitability of the proposed substitute. Contractor's consent does not relieve Subcontractor of any responsibility if the substitute proves not to be equal to that specified. Any increased costs or schedule changes resulting from the substitution shall be for Subcontractor's account unless otherwise agreed by Contractor in writing.

11. LIENS AND CLEAR TITLE

11.1. Subcontractor agrees to pay when due all money owed for labor, Subcontractor Materials, Subcontractor Equipment, storage, and Services incurred in the performance of the Agreement, the Services or connected with the Services. To the extent permitted by Law, Subcontractor hereby waives its rights and agrees not to claim or allow any Lien to be placed or filed against the Deliverables, Services, Subcontractor Materials, Subcontractor Equipment, or on any property of Contractor Group or any property of any third party on which any portion of the Services are performed. If Subcontractor's ability to waive its rights to file a Lien is limited by applicable Law, Subcontractor agrees that it shall not file or allow to be filed any Lien unless reasonable prior Notice, which Notice shall not be less than five (5) business days, has been provided to Contractor, and Contractor has been provided a reasonable time to investigate and cure any valid basis for such Lien. Subcontractor agrees to contractually bind all members of its Group to substantially similar provisions as set forth in this Article 11.1 for the benefit of Contractor Group.

11.2. Subcontractor warrants that the title to all Services, Deliverables, and Subcontractor Materials installed or delivered by Subcontractor, together with all improvements and appurtenances constructed or placed by Subcontractor, will be transferred with good title, free and clear of and from any Liens.

11.3. If a Party discovers the existence of a Lien in connection with the Services, it shall promptly provide Notice to the other Party of such Lien.

11.4. If any Lien is asserted or maintained by any member of Subcontractor Group or arising from the Services in violation of this Article, Subcontractor shall promptly proceed to have it removed. If Subcontractor fails to remove any such Lien, then Contractor may, but without obligation to do so, do everything necessary to have the Lien removed, and Subcontractor shall pay any and all costs, including attorneys' fees, incurred by Contractor in connection therewith.

12. CONFIDENTIALITY

12.1. During the term of the Agreement and performance of the Services, Subcontractor may be provided access to Contractor's Confidential Information.

12.2. Subcontractor shall not disclose Confidential Information to any third party without the prior written consent of Contractor. Subcontractor agrees to protect the disclosed Confidential Information by using the highest degree of care that is commercially reasonable to prevent the unauthorized disclosure, use, dissemination or publication of the Confidential Information.

12.3. Confidential Information shall be used by Subcontractor solely for the purpose of performing the Services under the Agreement and for no other purpose, and only by Subcontractor's Employees and other Personnel with a "need to know" for purposes of fulfilling the obligations and performing Services under the Agreement and who have undertaken obligations of confidentiality and

limited use consistent with those set forth herein. Subcontractor will ensure that those of its Employees and other Personnel provided access to Confidential Information will be made aware of the Agreement and of the obligations hereunder. Subcontractor shall be fully responsible for the compliance of its Employees with the provisions of this Article 12, and shall be liable for any breach. Confidential Information may be disclosed to a member of Subcontractor Group only if such entity is under an obligation of confidentiality to Subcontractor protecting the receipt thereof. Contractor reserves the right to request, and Subcontractor agrees to ensure, that each Employee of Subcontractor and each member of Subcontractor Group, and all their Personnel, provided access to Confidential Information for purposes of fulfilling Subcontractor's obligations or performing Services under the Agreement shall execute an individual confidentiality agreement (with terms acceptable to Contractor) to the benefit of Contractor at any time.

12.4. Subcontractor understands and agrees that Confidential Information will be disclosed to Subcontractor "as is" and Contractor makes no warranties or representations concerning the accuracy, timeliness or sufficiency of Confidential Information. Unless otherwise expressly stated by Contractor, Subcontractor will rely upon such Confidential Information at its own risk.

12.5. Unless otherwise set forth in the Agreement, Contractor has no obligation to protect any information of Subcontractor as confidential.

12.6. The obligation of confidentiality set forth in this Article 12 shall not apply to any Confidential Information which Subcontractor can demonstrate through reasonable tangible evidence: (A) to have been in the possession of Subcontractor before disclosure by or receipt from Contractor; (B) to have been in or to have become publicly known without breach of the Agreement by Subcontractor or any of its employees; (C) has been rightfully received by the Subcontractor from a third party without any obligation of confidentiality; (D) is independently developed for Subcontractor prior to and without access or recourse to Confidential Information. Any document or item which contains any Confidential Information but which otherwise falls under one of the above exceptions shall be protected in its entirety as Confidential Information. Should Subcontractor consider any Confidential Information to fall within any of the exceptions, if possible Subcontractor shall confirm such with Contractor prior to disclosure.

12.7. In the event Subcontractor becomes legally compelled (by deposition, interrogatory, official request for documents, subpoena, agency, civil investigative demand or similar process) to disclose any of the Confidential Information, Subcontractor shall provide Contractor with prompt prior written Notice of such requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with the terms of the Agreement. In the event that such protective order or other remedy is not obtained, or that Contractor waives compliance with the terms hereof, Subcontractor agrees to furnish only that portion of the Confidential Information which Subcontractor is advised by its legal counsel (as approved by legal counsel for Contractor) is legally required. Subcontractor will exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.

12.8. Subcontractor shall not use the name, publications, marks, or logo of any member of Contractor Group, link to any Contractor Group website, or make any reference to any member of Contractor Group, the Project, the Services, or the Agreement, in any media or marketing materials or publications, use any Contractor Group name as a reference or in a list of customers, or publicize, publish, or photograph any property or Personnel of Contractor Group, except with the prior written consent of Contractor.

12.9. Upon request of Contractor at any time, all Confidential Information in the possession of Subcontractor Group or any of Subcontractor Group Personnel shall be promptly returned to Contractor or otherwise handled in accordance with Contractor instructions. Subcontractor may retain one copy of any Confidential Information for its records subject to a continuing obligation of confidentiality. Subcontractor understands and agrees that in the event of any threatened, alleged or actual breach of this Article 12 by any member of Subcontractor Group, Contractor may pursue any and all remedies available to it under the Agreement, in Law or in equity, including injunctive relief, in any forum or venue, such remedies under this Article 12 being exempt from the dispute resolution process under Article 23.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. SUBCONTRACTOR'S INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

Subcontractor warrants and represents that it owns, has duly licensed, or has been expressly granted the right to use, all Intellectual Property and Intellectual Property Rights therein that it uses to perform the Services or contained in the Deliverables, and that such usage will not violate the Intellectual Property Rights of any third parties. Any pre-existing documents, know-how, templates, programs, software, tools, processes, or systems owned or duly licensed by Subcontractor and used in the performance of the Services and/or embedded in the Deliverables, and any improvements or modifications thereto which may be developed or created by Subcontractor in the course of or as a consequence of performing the Services, shall remain the property of Subcontractor ("Subcontractor Technology") notwithstanding Article 13.4. Subcontractor grants Contractor (and any member of Contractor Group if applicable) a non-exclusive, worldwide, transferable, fully-paid and perpetual license to use the Subcontractor Technology solely for the purposes of Contractor Group's use of the Services and Deliverables. Subcontractor shall pay all royalties and obtain all licenses required for items specified to be furnished by Subcontractor, and for all items and methods selected by Subcontractor for

the Services. Subcontractor understands and agrees that in the event of any threatened, alleged or actual breach of this Article 13 by any member of Subcontractor Group, Contractor may pursue any and all remedies available to it under the Agreement, in Law or in equity, including injunctive relief, in any forum or venue, such remedies under this Article 13 being exempt from the dispute resolution process under Article 23.

13.2. CONTRACTOR'S INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

The Confidential Information and Intellectual Property of any member of Contractor Group disclosed to Subcontractor Group in any form and the Intellectual Property Rights therein (collectively "Contractor Proprietary Information") are and remains the property of the disclosing Contractor Group member, including ownership of all Kosovo and foreign Intellectual Property Rights. Upon Contractor's request, termination or expiration of the Agreement for any reason, or with respect to any particular data on such earlier date that the same shall no longer be required by the recipient member of Subcontractor Group in order to render the Services hereunder, such Contractor Proprietary Information shall be promptly returned to Contractor by Subcontractor Group in a form and format acceptable to Contractor or, if Contractor so elects, shall be destroyed. Subcontractor shall not use the Contractor Proprietary Information for any purpose other than that of performing the Services under the Agreement or fulfilling its obligations under the Agreement, and Subcontractor shall not disclose, lend, sell, assign, lease, disseminate, or otherwise dispose of Contractor Proprietary Information or any part thereof to any other person, nor shall Subcontractor commercially exploit any part of Contractor Proprietary Information. Subcontractor shall not possess, or assert any property interest in, or assert any Lien, Claim, or other right against Contractor Proprietary Information.

13.3. RIGHTS IN THE DELIVERABLES

As between Contractor and Subcontractor, all Intellectual Property Rights, titles and interests to any Deliverables produced for Contractor under the Agreement are vested in Contractor, except to the extent of any Subcontractor Technology contained therein (the rights to which shall be retained by Subcontractor). Subcontractor shall not retain any rights to use the Deliverables.

13.4. WORKS MADE FOR HIRE

13.4.1. Any original works fixed in any tangible medium of expression (hereinafter referred to collectively as "Created Works") which a member of Subcontractor Group develops or creates as part of or in performing the Services for Contractor, including written reports, software, videos, manuals, charts, photographs, and designs which are covered by the definition of "work for hire" under 17 U.S.C. 101 of the U.S. Copyright Act of 1976, shall be considered a "work for hire" and Contractor shall be the owner of all such copyrights in and to any such Created Works (except to the extent provided for in Article 13.1).

13.4.2. To the extent that any such Created Works developed for Contractor may not be covered under the aforementioned "work for hire" definition of the Copyright Act such that Subcontractor or a member of its Group is regarded as the copyright author or owner, Subcontractor agrees to assign, and hereby assigns at the time of creation of the Created Works, without any requirement of further consideration, all right, title, and interest Subcontractor may have in such Creative Materials to Contractor or its designee. Upon request of Contractor, Subcontractor shall execute and deliver to Contractor all declarations and instruments of conveyance, and other documents for any applications or registrations Contractor may, at its expense, apply for and as may be appropriate to give full and proper effect to such assignments.

14. HEALTH, SAFETY, AND ENVIRONMENT (HS&E)

Subcontractor agrees to comply in all respects with Contractor's and its Client's' commitment to protecting the health, safety, and security of its Personnel and all other persons who are affected by its business activities, and protecting the environment. Subcontractor agrees it will exert its best efforts in the performance of the Services to (A) take all actions necessary to minimize the environmental impact of operations under its control, (B) not take any action which might compromise the health, safety, and security of any person or the environmental condition of any Site (or any property adjacent to such Site), (C) give the highest priority to achieving the goal of an incident-free work environment, (D) comply with all applicable Laws; and (E) ensure that its Employees, its Personnel, other Subcontractors, and all other members of Subcontractor Group adhere to these goals. To this end, in its performance of the Services, Subcontractor will also (F) foster a positive HS&E culture; (G) implement an effective HS&E management system; (H) proactively manage HS&E performance; (I) integrate HS&E principles, objectives, and policies into its execution plan; and (J) provide effective enforcement of HS&E matters and the requirements under the Agreement.

14.1. HEALTH, CLEANLINESS AND SANITATION

14.1.1. Subcontractor shall promptly submit to Contractor's safety coordinator at the Site a written report covering all injuries to Personnel of Subcontractor Group occurring on Site. This report must include the following information: (A) name and address of the injured Personnel; (B) name and address of Subcontractor's liability insurance carrier; (C) a detailed description of the incident and whether any of Contractor Equipment, Contractor Material or Personnel were involved; (D) dated copy of Subcontractor's report of injury to Subcontractor's insurance carrier; and (E) any other information reasonably requested by Contractor.

14.1.2. At all times during the progress of the Services and upon completion of the Services, Subcontractor shall keep any Contractor Site clear of, and appropriately clean up, all trash, debris, and excess Subcontractor Materials and Subcontractor Equipment. Upon completion of the Services, Subcontractor shall promptly remove, relocate, or dispose of all excess Subcontractor Material, Subcontractor Equipment, Contractor Material, and Contractor Equipment from Contractor Site in accordance with Contractor directions, including returning Contractor Equipment and excess Contractor Materials to Contractor, and clean-up Contractor Site to Contractor's reasonable satisfaction. If Subcontractor fails to comply with the requirements of this Article 14, Contractor has the right to perform the clean-up, or cause it to be performed, at Subcontractor's expense, and the cost of the clean-up will be Back charged to Subcontractor.

14.2. SAFETY AND SECURITY

14.2.1. Subcontractor shall perform the Services with the highest priority given to achieving a safe, incident-free workplace, and protecting the health, safety, and security of all persons impacted by the performance of Services. In accordance with, but without limiting, this overall obligation, Subcontractor shall strictly comply with all applicable Laws, industry standards and Contractor Site rules and regulations relating to safety and security.

14.2.2. Unauthorized items, including prohibited drugs, drug paraphernalia, alcoholic beverages, firearms, explosives, and weapons, shall not be allowed in or on any Contractor Site. As a safety precaution, entry into or upon any Contractor Site is conditioned upon Contractor and the Site owner's right to search the person and personal effects of any entrant for unauthorized items. Searches may be made by authorized Contractor and Site owner Personnel from time to time without prior announcement.

14.2.3. Subcontractor shall be responsible for the safety and security of Subcontractor Group Personnel throughout the performance of the Services and shall take effective measures to avoid the creation or existence hazards on Site. Without affecting Subcontractor's overall responsibility hereunder, upon encountering any unsafe condition or practice, Subcontractor shall immediately cease the performance of Services, provide Notice to Contractor, and immediately take action appropriate to remedy the situation if such is appropriate or prudent to prevent imminent injury or harm, or otherwise take such action as directed by Contractor. Subcontractor shall be responsible for establishing a safety program acceptable to Contractor containing an "incident-free workplace" objective, including holding frequent safety meetings, monitoring and correcting safety practices, and conducting routine safety inspections of operations, procedures, facilities and equipment used in the performance of the Services. If applicable to the type of Services to be performed and the Site, Subcontractor shall train or cause to be trained all applicable Subcontractor Group Personnel involved with the Services in the Contractor-approved safety and security program prior to commencement of Services.

14.2.4. In the event of an incident or near-incident either directly or indirectly involving the Services, Subcontractor shall promptly furnish Contractor with full written reports, including all documents filed with or received by any Subcontractor Group insurer and any government agency. Subcontractor will cooperate and assist Contractor Group in any investigation, provide any supporting documentation reasonably requested, and arrange for Subcontractor Group Personnel to provide interviews and information to Contractor or its designee.

14.2.5. Without limiting any of Subcontractor's other obligations under the Agreement, Subcontractor shall be responsible for the personal safety and security of any Subcontractor Group Personnel outside Contractor Site and in transit to any Contractor Site. Should Contractor Group provide any transportation service to Subcontractor Group Personnel, Subcontractor assumes the risk of such transportation in accordance with Article 7.2 herein.

14.3. ENVIRONMENTAL OBLIGATIONS

14.3.1. Throughout performance of its Services, Subcontractor shall conduct its operations in a manner which minimizes any adverse environmental impact of activities and operations under its control, preserves and conserves natural resources, and minimizes the risk of pollution or contamination.

14.3.2. Subcontractor shall conduct, and cause all members of Subcontractor Group to conduct, all activities and operations under the Agreement, in strict compliance with applicable Environmental Laws, including regulations applicable to air, port, inland, navigable, coastal, offshore, outer continental shelf and international waters, including Laws applicable to the handling, management, storage, transportation, and disposition of any solid, liquid, or gaseous wastes and hazardous wastes, substances and materials introduced or generated by Subcontractor or any member of its Group (including any paints, solvents, cleaners, fuels, lubricants, waste oil, construction/demolition wastes, process by-products, and other substances).

14.3.3. If requirements within applicable Law apply to the same obligation, Subcontractor shall comply with the most stringent requirement. Subcontractor is responsible for ensuring that all of its Personnel and all members of Subcontractor Group strictly comply with the provisions of this Article 14.

14.3.4. Except as specifically authorized by Contractor in the Agreement, Subcontractor shall not store, accumulate, dispose of, or treat any waste of any kind on any Contractor Site and shall not dispose or permit disposal of waste, trash, garbage, and sewage in any form on any Contractor Site or into any air, land, waters or system adjacent thereto.

14.3.5. Subcontractor shall be responsible for implementing, maintaining and supervising any and all environmental training necessary and desirable for members of Subcontractor Group in connection with the Services, including that specifically provided for in the Agreement. Subcontractor shall comply with, and shall ensure that all members of Subcontractor Group comply with, any written environmental policies, rules, and procedures provided to Subcontractor by Contractor or its Client, as well as all applicable Environmental Laws, and in the event of a conflict, provide Contractor with Notice so Contractor may evaluate and provide instructions to Subcontractor. If any separate requirements apply to the same obligation, Subcontractor shall comply with the most stringent requirement. Subcontractor will provide acceptable evidence of training to Contractor upon request.

14.3.6. To the extent applicable to its Services and its obligations under the Agreement, Subcontractor shall plan and perform the Services so as not to (unless authorized in advance by Contractor and covered by any applicable permit): (A) damage, close or obstruct any utility installation, highway, road, ditch, railroad bed or similar structure; (B) damage, disrupt, obstruct or otherwise interfere with the operation of any pipeline, telephone, cable, electric transmission line or similar structure; or (C) enter upon land in its natural state (including any wetland), disturb any wildlife, or damage or destroy cultivated and planted areas and vegetation such as trees, plants, shrubs, and grass on or adjacent to the Site. Subcontractor shall not be entitled to a Change Order or Claim for any consequences resulting from Subcontractor's failure to comply with the provisions of this Article 14. All costs in connection with any damages, repairs or restoration necessary or required thereby shall be borne by Subcontractor to the extent of Subcontractor's responsibility under Article 7.

14.3.7. Subcontractor is responsible for the proper management of materials and wastes according to all applicable Environmental Laws and the Agreement. In handling materials and wastes, Subcontractor shall take measures to minimize production of new waste in the performance of Subcontractor's Services. Subcontractor shall not commingle the waste it handles with any waste generated by Contractor or others, and shall segregate hazardous waste from non-hazardous waste at all times. If Subcontractor is providing transportation of non-hazardous solid waste, trash or debris from any Contractor Site, no commingling of waste shall take place during transport without the prior written consent of Contractor. Under no circumstances shall hazardous wastes be commingled with non-hazardous wastes. Subcontractor shall not accumulate, store, transport, treat, recycle, reuse or dispose of any waste of any kind on any Contractor Site without the prior written consent of Contractor and in strict accordance with procedures provided or approved by Contractor and all applicable Environmental Laws.

14.3.8. Subcontractor shall immediately provide Notice to Contractor upon discovery of any environmental incident on any Site on which it or any member of its Group is performing Services, including sudden and accidental spills, exposures, leakages or releases, discharges, emissions, mishandling, commingling, explosions, fires, or any similar incident involving any bio-hazardous element, chemicals, radiation, or regulated or hazardous substances or wastes, whether on, over or under land, water (including into waste water collection systems and storm water collection systems), air or through any other media. Subcontractor shall submit a written report to Contractor within forty-eight (48) hours of the incident in the format and with information required by Contractor, including details concerning the date, time, location, amount and type of spillage, leak, or release, the type and extent of pollution and contamination, any injuries and property damage, any actions taken, and Subcontractor's recommendations for handling the incident. Any such spill, leak, or release shall be handled and cleaned up at Subcontractor's expense to Contractor's and the Site owner's satisfaction and in conformance with requirements of Environmental Law applicable to the type of spill, leak or release. In the event and to the extent an emergency situation arises as a result of an act or omission of a member of Subcontractor Group or relates to the Subcontractor's provision of Services hereunder, Subcontractor shall immediately provide Notice to Contractor and take all actions necessary to protect life and property and as required by applicable Law to respond to such situation.

14.3.9. If the environmental incident involves the release or potential release of a reportable quantity of any petroleum product, chemical, gas, or other hazardous substance in the performance of its Services, as those terms are defined by applicable Environmental Law, in addition to the Notice to Contractor as specified by 14.3.8, Subcontractor shall fully comply with any applicable Environmental Law pertaining to such release, and if such release occurred on any Contractor Site, Subcontractor shall coordinate notification to the appropriate agency with Contractor.

14.3.10. Subcontractor shall provide access to its internal non-privileged records and documents, Subcontractor Group Personnel, and otherwise fully cooperate with any investigation which Contractor or any governmental agency may elect to undertake in regard to any matter covered under this Article 14. Nothing herein shall be construed or is intended to require investigation or supervision, or any action on the part of Contractor.

14.3.11. Subcontractor will strictly comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and all other applicable safety and handling Laws, standards or regulations of any jurisdiction regarding the container labeling, warning notices, supply of Material Safety Data Sheets ("MSDS"), training, and other requirements, including the following specific requirements: (A) Any member of Subcontractor Group bringing, or causing any hazardous chemical or substances to be introduced, on any

Contractor Site shall be responsible for affixing proper tagging and warning labels to the containers and shall have on record all required MSDS documents, with copies being readily available to Subcontractor Site Personnel and submitted to Contractor upon request; (B) Subcontractor shall provide Notice to Contractor of any precautionary measures for any such items brought on Site in (A) that need to be taken to protect Contractor Group during normal operating conditions and in foreseeable emergencies at any Contractor Site; (C) Subcontractor shall supply with Subcontractor Material and Contractor Equipment all MSDS and associated information required by Law; (D) Subcontractor understands that it is its sole responsibility to ensure the compliance by all members of Subcontractor Group with this Article 14.3.11, including the complete, accurate, and timely submittal of documents.

14.3.12. In addition to and notwithstanding any other rights of suspension or termination under the Agreement, Contractor may immediately suspend or terminate, at any time, all or any part of the Agreement upon any violation or failure to comply by any member of Subcontractor Group with (A) any Law pertaining to health, safety, security or environmental matters; or (B) any Contractor Group rules, policies or procedures provided to any member of Subcontractor Group concerning any health, safety, security or environmental matter; or (C) any violation of this Article 14.

15. IMPORT AND EXPORT COMPLIANCE

15.1. To the extent applicable to the Services under the Agreement, Subcontractor agrees that it is solely responsible for each member of Subcontractor Group's strict compliance with the import and export Laws of the Republic of Kosovo, and the import and export Laws of any other applicable jurisdiction or country (only to the extent such do not conflict with the Laws of the Republic of Kosovo). Nothing herein shall require, compel or obligate Subcontractor to violate any Kosovo Law.

15.2. Subcontractor understands and acknowledges that the technology, know-how, Intellectual Property, designs, data, information, software, Deliverables, Subcontractor Equipment, Subcontractor Materials or other Services provided under the Agreement by any member of its Group, or the direct or indirect product or derivative of such Services (or any component thereof), or any technology based thereupon, may be subject to Laws restricting their export, re-export, transfer or release to certain governments, legal entities, or individuals and/or to certain destinations, including those Laws administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control).

15.3. Subcontractor expressly understands that any transmission of any technical data, designs, drawings, or information of any nature under the Agreement to any point outside the Kosovo Republic or the release of the same to a Foreign National inside Kosovo may constitute and be deemed an "export" as defined under Kosovo Laws, and therefore it is Subcontractor's duty to verify in advance if such transmission is permitted under Kosovo Laws.

15.4. If any import or export control or compliance form is attached to the Agreement or otherwise requested by Contractor to be completed by Subcontractor or any member of Subcontractor Group relating to the Services, including Contractor's "Request for Export Control Information", Subcontractor will fully and accurately complete such form and return it within ten (10) days to Contractor.

15.5. Subcontractor understands and acknowledges that (A) all members of Contractor Group will rely upon the information provided by Subcontractor, including determining whether any Kosovo or foreign export or import license is required for the export or re-export of the supplied items or data to the country of destination; (B) Subcontractor is responsible for compliance with local import (including port and customs) and export control Laws of any jurisdiction, (C) Subcontractor is responsible for compliance with applicable Kosovo re-export Laws; and (D) Subcontractor is fully responsible for the accuracy and completeness of import and export documentation prepared or executed by all members of Subcontractor Group, including any documentation required for the import, export or re-export of any part of the Services, Deliverables, Subcontractor or Contractor Equipment and Material, items or data used in production or manufacture, and any documents prepared or used by any member of Subcontractor Group.

15.6. Acknowledgements and requirements substantially the same as contained herein shall be included in any applicable contract involving import or export activities which Subcontractor executes with any other member of its Group in conjunction with the Services. Subcontractor represents and warrants that it will immediately provide written Notice to Contractor's International Trade Compliance Office of any alleged, prospective, possible or actual breach of this Article 15 or any violations of any import or export Law arising from its performance of Services or related to the Agreement.

15.7. Subcontractor acknowledges that not complying with this Article 15 would be a material breach of the Agreement and would cause irreparable injury to the Contractor. It is essential to the protection of the Contractor's goodwill and to the maintenance of the Contractor's competitive position as well as to prevent any breach in any prime contract with a client entered into by Contractor that this Article 15 is strictly complied with by Subcontractor. In the event any required approval(s), clearance(s), and/or export/import license(s) is not obtained and/or is withdrawn, or not extended once issued, Contractor may terminate this Contract, in whole or in part. Alternatively, Contractor may elect to engage only in those activities with Subcontractor that completely conform to all applicable approvals, clearances, regulations and export/import licenses.

16. PERSONNEL MATTERS

16.1. EMPLOYMENT PRACTICES

16.1.1. Subcontractor shall provide competent and adequately trained Personnel, and upon Notice from Contractor, shall remove from the Site or from the Services any Personnel deemed by Contractor in its sole judgment to be unsatisfactory due to incompetence, lack of cooperation, unwillingness to comply with established policies and procedures, improper conduct or other behavior deemed detrimental to the workplace. Subcontractor shall provide badges, color codes, or other symbols of identification for Subcontractor Personnel and Subcontractor Equipment in accordance with the system specified or approved by Contractor, and Subcontractor will ensure that all members of its Group will abide by and enforce security measures, including those pertaining to the prevention of theft, pilferage, vandalism, and waste.

16.1.2. Subcontractor shall comply with all applicable labor and employment Laws on non-discrimination in any respect against any Employee or applicant for employment because of race, color, national origin, religion, sex, age, or for any reason prohibited by Law, and (F) the Fair Labor Standards Act (including the requirement to pay a statutory minimum wage to Employees).

16.1.3. Subcontractor agrees to participate and cooperate in the implementation of any Affirmative Action Plan for equal employment opportunity adopted for the Project as a whole.

16.1.4. If the Services are performed outside of Kosovo, Subcontractor shall ensure that it also complies with all applicable labor and employment Laws for such Site. Subcontractor shall be responsible for compliance by all members of Subcontractor Group with all foreign visa and immigration requirements of any jurisdiction if a Site is outside the Republic of Kosovo.

16.1.5. Subcontractor shall contractually bind all members of Subcontractor Group to the express requirements of this Article.

16.2. DRUG- AND ALCOHOL-FREE WORKFORCE

16.2.1. Subcontractor warrants and agrees that Subcontractor Group Personnel shall not perform Services hereunder or be allowed access to any Contractor Group Site while under the influence of alcohol or any controlled substance, or while a measurable presence of alcohol or such substances has been or can be shown by a breathalyzer, urine, or blood test. Controlled substances include: marijuana, hashish, cocaine, hallucinogens, depressants, and stimulants (unless in accordance with the proper prescribed dosage for current personal treatment by a licensed physician as documented by a valid written prescription). If a member of Subcontractor Group is removed from or denied access to any Contractor Site due to actual or under a reasonable suspicion of alcohol and/or controlled substance use, Subcontractor is responsible and assumes all Liability for immediately and safely removing the impaired person and the person's vehicle from such Site.

16.2.2. Subcontractor's compensation for the Services includes the cost of drug testing of its Personnel and the Personnel of its lower-tier subcontractors before assignment to the Project. Subcontractor's price also includes the cost of periodic random drug testing of same after assignment to the Project, if such testing(s) is directed by Contractor.

16.2.3. Subcontractor shall ensure that all Personnel of Subcontractor Group will be drug- and alcohol-free on their first assignment to perform any of the Services, as evidenced by a testing within one (1) month prior to their initial assignment. Additionally, Subcontractor agrees, and will cause all members of Subcontractor Group to agree to, periodic random alcohol and drug testing of all Personnel of Subcontractor Group performing the Services to ensure compliance with this Article 16. Subcontractor agrees that all members shall be subject to reasonable cause testing. Failure of Subcontractor to comply with any provision of this Article 16 shall constitute material breach.

16.2.4. Subcontractor shall comply with all applicable Laws in the adoption, implementation and enforcement of its own substance abuse policy. Subcontractor agrees to have its substance testing program subject to audit upon request by the Contractor.

16.3. LABOR RELATIONS

16.3.1. Subcontractor shall comply with the National Labor Relations Act, any applicable "Right to Work" Law, and any other applicable Law related to labor relations.

16.3.2. Subcontractor shall give Contractor Notice and full information regarding any threatened or existing labor relations problem or dispute affecting the Services. Subcontractor shall cooperate in any effort by Contractor to mediate or otherwise attempt to resolve labor relations problems and disputes, including threatened or existing work stoppages, slowdowns, boycotts, disturbances, strikes, or picketing, affecting any Site or any part of the Project. Subcontractor is solely responsible for any labor relations issues involving any member of its Group and to take reasonable measures to ensure that such do not affect performance of the Services, the Project, any Site, or this Agreement.

16.3.3. Subcontractor's obligation to diligently perform the Services will not be excused due to any labor relations problems, dispute or activity related thereto, including refusal to cross picket lines, unless, in the opinion of Contractor there is a clear and substantial

danger of substantial bodily harm or property damage to Subcontractor Group Personnel by entering the Site or performing the Services.

16.3.4. If Subcontractor has pre-hiring collective bargaining agreements, Subcontractor represents that these agreements contain provisions prohibiting any strike, slow down, picketing, secondary boycotts or work stoppage during performance of the Services, and that Subcontractor's entering into the Agreement does not violate such agreement.

17. TITLE

17.1. Title to the Services and all Subcontractor Material intended for incorporation into the Services shall pass to Contractor from the earliest moment of identification to the Services, subject to Contractor's obligation to compensate Subcontractor therefore in accordance with the terms of the Agreement.

17.2. Notwithstanding Contractor's title thereto, Subcontractor shall be responsible for the care, custody, control and safekeeping and preservation of the Services, including all Contractor Material, Contractor Equipment, Subcontractor Equipment, and Subcontractor Material, and Subcontractor bears full risk of loss or damage. Subcontractor shall promptly repair or replace at its expense any component of the Services, including Contractor Material or Subcontractor Material, which is damaged or lost. Contractor may back charge Subcontractor for any such components which Subcontractor fails to so repair or replace.

17.3. Overages on Contractor Material shall be returned to Contractor upon completion of the Services. Overages on Subcontractor Material may be retained by Subcontractor, provided that if surplus Subcontractor Material has been billed to Contractor, Subcontractor shall, prior to removal from Contractor Site, give Contractor a credit memo for these Subcontractor Materials at the same price as originally billed to Contractor. Subcontractor shall not remove either Contractor Materials or Subcontractor Materials from Contractor Site without first obtaining a written release from Contractor authorizing such removal.

17.4. Subcontractor shall be liable without reimbursement for all demurrage or other charges in connection with any delay in unloading, hauling, lifting or handling of Contractor Material, Subcontractor Material, Contractor Equipment, and Subcontractor Equipment.

18. EQUIPMENT

18.1. Subcontractor Equipment shall be verified by Subcontractor to be in at least good and proper operating condition, complies with applicable Laws, and fit for the intended purpose as suitable for proper, safe and efficient performance of the Services. Contractor shall have the right to inspect Subcontractor Equipment. Any Subcontractor Equipment which does not meet the foregoing standard shall be removed and replaced with acceptable equipment without cost to Contractor or delays to the schedule.

18.2. Subcontractor assumes the full risk of loss (including loss of use) or damage to all Subcontractor Equipment, including loss or damage arising as a result of the fault or negligence (whether active, passive, sole, concurrent, or gross), wilful misconduct, fault or strict liability of Contractor Group.

18.3. Subcontractor shall provide insurance, in accordance with Article 8, for the benefit of Contractor Group covering all risk of loss (including loss of use) or damage to Subcontractor Equipment used in the performance of the Services, with limits equal to or greater than the fair market value of Subcontractor Equipment.

18.4. If any Contractor Equipment is furnished to or used by any member of Subcontractor Group, whether on an exclusive or joint use basis, prior to any use Subcontractor shall inspect and satisfy itself as to its quality and safe condition and it is in at least good and proper operating condition, Subcontractor shall return any Contractor Equipment after such use in proper order and in at least the same condition as that in which received (normal wear and tear excepted). If any services are furnished to any member of Subcontractor Group by any member of Contractor Group for incorporation into the Services, Subcontractor shall be responsible to ensure that such services are in compliance with the terms of the Agreement. Subcontractor assumes the risk of loss, cost, delay, re-performance, and any other Liability for any Contractor Equipment or services of Contractor Group which are furnished to or used by any member of Subcontractor Group. Subcontractor shall at its own cost and without right of reimbursement, insure or self-insure all risks associated with such possession and usage.

19. SUSPENSION AND TERMINATION

19.1. SUSPENSION

19.1.1. Contractor shall have the right, at any time, to suspend all or any portion of the Services. Upon Notice of suspension from Contractor, Subcontractor agrees to permit Contractor to direct any continuance of the Services, and Subcontractor will discontinue the Services to the extent specified in Contractor's Notice. Unless Contractor directs, Subcontractor will not enter into any further contractual commitments, place no further orders or subcontracts, and promptly make reasonable efforts to obtain

suspension terms satisfactory to Contractor on all orders, subcontracts, rental agreements and other outstanding commitments relating to the Services. In addition, Subcontractor, unless otherwise specified in the Notice, shall continue to preserve, protect, and maintain the Services, including those portions which have been suspended. Should the Services suffer any damage, loss or deterioration during the period of suspension arising from Subcontractor's failure to protect the Services, Subcontractor will perform and pay for any required restoration, replacement or repair. During the period of suspension, Subcontractor shall use its Personnel and Subcontractor Equipment in such a manner as to minimize costs associated with suspension. As full compensation for the period of suspension, Subcontractor will be reimbursed for actual costs reasonably incurred to the extent such costs directly result from such suspension of the Services.

19.1.2. Subcontractor shall not resume the Services without prior Notice from Contractor, and upon receipt of such Notice, Subcontractor shall promptly resume performance. Upon resumption of performance of the Services after suspension, Subcontractor may request a Change Order for an extension of time for performance of the Services in accordance with Article 20.

19.2. TERMINATION FOR DEFAULT

19.2.1. If Subcontractor is in default under any provisions of the Agreement, including failure, refusal, or neglect to supply proper Subcontractor Materials, skilled Personnel, labor, or Subcontractor Equipment to complete the Services within the agreed-upon time of performance set forth herein, or to promptly correct, replace or repair defective or deficient Services in accordance with Article 10, or for any other breach or failure to comply with the terms of the Agreement, Contractor may give Subcontractor Notice describing the default. If Subcontractor does not remedy or begin to remedy the default within five (5) business days after receipt of the Notice, Contractor may terminate all or any part of the Services under the Agreement and may then complete itself or have others complete all such terminated Services. In case of such termination, Subcontractor shall not be entitled to receive further payment until the Services are completed and accepted by Contractor. At Contractor's direction, Subcontractor shall cease all Services, not enter into any further contractual commitments, and at Contractor's option, either terminate or assign any purchase orders, subcontracts, and other outstanding contracts for any part of the Services to Contractor or its designee, and shall promptly obtain termination or cancellation upon terms satisfactory to Contractor of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated Services or assign all or part of the agreements to Contractor as directed. Subcontractor shall assist Contractor as directed in the maintenance, protection, and disposition of the Services in progress and any remaining Contractor Material and Subcontractor Material, and diligently and properly complete performance of any Services which are not terminated. If the costs incurred by Contractor, including costs incurred in performing correction, re-performance, replacement, repair or completion of the Services, exceed the unpaid balance of compensation due to Subcontractor, Subcontractor shall reimburse Contractor the excess within ten (10) days after receipt of an invoice therefore. If the unpaid and undisputed amount due Subcontractor for the Services completed prior to termination exceeds the costs and charges to correct, re-perform, repair, replace, and complete the Services, Contractor will pay such excess to Subcontractor. The rights and remedies provided in this Article 19.2.1 are in addition to any rights and remedies provided Contractor by law, equity, or under any other Article of the Agreement.

19.2.2. In the event of termination pursuant to this Article 19.2, Contractor may use all or part of Subcontractor Equipment and Subcontractor Material, without payment to Subcontractor, except to the extent any Contractor use of Subcontractor Equipment or Subcontractor Material reduces the cost of completing the Services. If Subcontractor's compensation is on a cost reimbursable basis, use of Subcontractor Equipment will be reimbursed at the lowest applicable rate provided for herein or at prevailing rental rates if no other rate is specified in the Agreement.

19.2.3. If, after termination pursuant to this Article 19.2, it is determined for any reason that Subcontractor was not in default, the rights and obligations of the Parties shall be the same as if the Notice of termination had been issued pursuant to Article 19.3

19.2.4. Contractor shall have the right to assess back charges against Subcontractor should any additional costs be incurred by Contractor as the result of any failure of performance or breach by any member of Subcontractor Group under the Agreement.

19.2.5. Notwithstanding the foregoing, termination under this Article 19 which is based upon a health, safety or environment matter may be invoked by Contractor without Notice and may be made effective immediately.

19.3. TERMINATION FOR CONVENIENCE

19.3.1. Contractor may, at its option, terminate the Services for its convenience in whole or, from time to time, in part, at any time by providing Notice to Subcontractor. Such Notice shall specify the extent to which the performance of Services is terminated and the effective date of such termination. Upon receipt of such Notice, Subcontractor shall (A) immediately discontinue the Services on the date and to the extent specified in the Notice; (B) enter into no further contractual commitments and place no further orders or subcontracts for Subcontractor Materials, Services, or Subcontractor Equipment, other than as may be required for completion of such portion of the Services that is not terminated; (C) promptly obtain termination or cancellation upon terms satisfactory to Contractor of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated Services or assign those agreements to Contractor as directed; (D) assist Contractor as directed in the maintenance, protection, and

disposition of the Services in progress and any remaining Contractor Material and Subcontractor Material; and (E) diligently and properly complete performance of the Services which are not terminated.

19.3.2. Upon any such termination, Contractor shall have no Liability to any member of Subcontractor Group for any damages, including loss of anticipated profits. As its sole right and remedy, Subcontractor shall be paid the following: (A) all amounts due and not previously paid to Subcontractor for Services completed in accordance with the Agreement prior to such Notice of termination, and for Services thereafter completed as specified in such Notice; (B) reasonable administrative costs of settling and paying claims arising out of the termination of Services for subcontracts or purchase orders; and (C) reasonable, direct and necessary costs incurred in demobilization and the disposition of Subcontractor Material.

19.3.3. Subcontractor shall submit a proposal for an adjustment in compensation, including all incurred costs described herein, no later than thirty (30) days after receipt of Notice of termination.

20. CHANGES

20.1. Contractor reserves the right to make Changes in the Services through Notice to Subcontractor. Upon Notice of such Change, Subcontractor will identify, collect, and provide all information, including direct cost information, necessary for Contractor to determine whether there is to be an adjustment in the compensation or schedule. If no cost method is identified in the Agreement, Subcontractor shall use a time and materials basis when providing Change cost information.

20.2. No Change shall be made without written authorization from Contractor. Any change to the Services directed and performed under this Article 20 will be integrated into the Agreement by a Change Order executed by the Parties.

20.3. Subcontractor shall provide Contractor with Notice of a potential Change within seven (7) days of discovery of the earliest factual circumstance or condition upon which the Change is based. Contractor and Subcontractor shall use their good faith efforts to agree on all terms for any Changes prior to the issuance of a Change Order. However, if the Parties cannot agree on the adjustment to be made in the compensation, schedule, completion date, or other applicable provisions of the Agreement as a result of the Change(s), Subcontractor shall promptly proceed to perform the Services described in the Notice of Change upon authorization from Contractor pending any agreed-upon adjustment in accordance with this Article or other resolution under this Agreement.

20.4. Subcontractor will treat all Services performed under this Article 20 as if such performance was for its own account, and will take all necessary steps to mitigate the costs and any schedule impacts thereof. Subcontractor shall identify, collect and provide to Contractor all direct cost information pertaining to the Change as if the Services were performed on a time and materials basis, and such information will be the basis for the determination of price for the Change Order.

20.5. No adjustment in the compensation or time of performance shall be made for Changes in arrangement, aesthetics, substitution of equivalent Services or any other Change unless such Change materially increases Subcontractor's cost of performing the Services or necessitates a material extension of the schedule. An equitable adjustment will be made in the compensation or time of performance or both, if the Change ordered by Contractor or requested by Subcontractor is both permitted under the Agreement and materially increases or decreases the cost to Subcontractor of the Services or necessitates adjustment in schedule. If possible, the method of determining the equitable adjustment shall be specified, and the compensation fixed at the time of the issuance of written direction for the Change. Unless a lump sum is established by agreement or another method of pricing is established by agreement, Contractor may direct determination of the equitable adjustment in price, whether an increase or decrease, by any of the following methods: (A) agreed or established fixed unit prices, (B) time and materials, or (C) cost plus fee.

20.6. If the time and materials method is directed by Contractor, the rates for equipment use, man-hour labor rate (including payroll burden and markup for overhead and profit), and reimbursement of actual cost of materials, as established in the Agreement, shall be used to determine the adjustment.

20.7. If the cost plus fee method is directed by Contractor, the adjustment will be based on the direct cost of the Change using the formula established in the Agreement.

20.8. In the absence of a formula in the Agreement to calculate the adjustment, Subcontractor shall be paid all reasonable, substantiated actual, additional direct cost incurred, without allocation of home office general and administrative expense, plus 10% of such costs as compensation for all indirect, administrative, overhead and profit; and Subcontractor shall maintain and furnish Contractor accurate and detailed records daily segregating the cost of the Change in the Services.

20.9. In case of deletion or reduction of the Services by such Change, Subcontractor shall not be entitled to anticipated contribution to home office overhead or profit from any portion of the Services not performed.

20.10. The equitable compensation and time adjustment due Subcontractor pursuant to this Article 20 shall be Subcontractor's sole entitlement for performing a Change in the Services.

20.11. In the event Subcontractor contends that (A) any member of Contractor Group or any third party has taken action which has caused an effect constituting a Change, or (B) there is a change in conditions, including, late or incomplete drawings, change in schedule requirements or working conditions, or interference or some other action or non-action by a member of Contractor Group, for which Subcontractor is entitled to an adjustment in compensation or in the time of performance, and such action is not incorporated in a written Change Order, Subcontractor must submit a Claim in accordance with the provisions of Article 21.

20.12. Subcontractor's failure to comply with the procedural requirements of this Article 20 shall constitute a waiver of any Change as well as any Claim by Subcontractor or any member of its Group for an adjustment in compensation or in the time of performance.

21. CLAIMS BY SUBCONTRACTOR

21.1. No Claim by Subcontractor arising out of the Agreement (including any unresolved Change Orders) shall be deemed valid unless Notice is presented to Contractor (A) within ten (10) days after Notice of denial after Contractor rejection of Subcontractor's proposed pricing or schedule adjustment for a Contractor-issued Change, Subcontractor-recommended Change or other circumstance that the Parties agree merits a Change Order; and, (B) in all other cases, within ten (10) days after Subcontractor obtains knowledge of the facts giving rise to Subcontractor's Claim, and in any event, not to exceed thirty (30) days after the date final payment in settlement of Subcontractor's final invoice is sent by Contractor.

21.2. All Notices of any Subcontractor Claim shall describe in reasonable detail the basis for Subcontractor's Claim, including reasonable documentary evidence of the factual basis for Subcontractor's Claim, circumstances of discovery, and the efforts by Subcontractor to manage and mitigate such Claim prior to submission to Contractor. To the extent possible at the time, Subcontractor shall submit with its Notice of Claim all complete documentary evidence it wishes to rely upon to substantiate its position. Each item of the Claim shall be itemized and detailed, the documentary evidence collated, and unless for good cause such evidence shall not be later added to or detracted from the initial Claim.

21.3. Subcontractor shall make all reasonable commercial efforts to mitigate any adverse effects of such Claim. If the Services are still on-going, it is Subcontractor's responsibility to make all reasonable commercial efforts to continue to perform its obligations under the Agreement and mitigate any adverse effects of the Claim, and if Subcontractor fails to take reasonable and timely measures to mitigate, such Claim may be denied by Contractor.

21.4. Subcontractor and Contractor will negotiate in good faith to resolve Subcontractor's Claim. To the extent practicable, the Parties will exert reasonable commercial efforts to resolve all Subcontractor Claims before completion of the Services. Subcontractor shall continue to diligently perform the Services and otherwise meet all contractual obligations pending resolution of Subcontractor's Claim. In the event the Parties cannot reach a resolution to Subcontractor's Claim under the procedures of this Article 21, Subcontractor agrees that the Claim will be exclusively resolved in accordance with the provisions of Article 23 hereunder.

21.5. For any Claim, Subcontractor agrees to fully comply with this Article 21 before invoking any provision of Article 23.

21.6. Subcontractor understands and agrees that its failure to comply with the procedures of this Article 21 shall constitute a waiver and release of any of Subcontractor's contractual, legal or equitable rights with respect to the subject matter of Subcontractor's Claim.

21.7. In the event Subcontractor's Claim is not resolved under the procedures in this Article 21 within sixty (60) days of the date of the Notice of Subcontractor Claim, the negotiations under this Article 21 will terminate, unless the Parties agree in writing to extend negotiations to a fixed date. Upon termination of the negotiations under this Article 21, the Parties must then proceed to resolve the matter as a Dispute in accordance with the procedures in Article 23. If Subcontractor fails to properly initiate the procedures of Article 23 within 10 (ten) days of the termination of the negotiations under this Article 21, unless this deadline is extended in writing to a fixed date by agreement of the Parties, then such failure shall constitute a waiver and release of any of Subcontractor's contractual, legal or equitable rights with respect to the subject matter of Subcontractor's Claim.

22. LAWS

22.1. Governing Laws

The Agreement and any issues, Claims, Disputes, or any other matter, issue, or question of interpretation arising hereunder between Contractor and Subcontractor will be governed by the substantive Laws of the Republic of Kosovo, notwithstanding any conflicts of Laws principles which may be applied or invoked directing the application of the Laws of another jurisdiction.

22.2. Court Venue

Except for any equitable relief sought or enforcement action of any court or arbitral award, the Parties agree that the exclusive venue for any court or dispute resolution proceeding arising hereunder for any Claim or Dispute shall be Prishtina, Kosovo,

notwithstanding any conflicts of Laws principles which may direct the jurisdiction of any other court, venue or forum, including the jurisdiction of Subcontractor's home country.

22.3. Arbitration Act

The Kosovo Arbitration Act shall govern the interpretation, enforcement, and proceedings for all Disputes. In the absence of any express provision in such Act, the governing Law of the Agreement as set forth above shall apply.

22.4. Compliance with Applicable Laws

Subcontractor shall be aware of and comply with all applicable Laws of any professional or governmental entity or international organization having jurisdiction or authority over any aspect of the Agreement, Subcontractor's performance, or the location of performance of any of the Services.

22.5. Nothing in any other applicable Law or in the Agreement shall require any member of Subcontractor group to violate, or excuse any member of Subcontractor Group's compliance with, any Law of the Kosovo Republic.

22.6. Subcontractor shall ensure that all members of Subcontractor Group comply with the provisions of this Article 22.

23. DISPUTES AND DISPUTE RESOLUTION

23.1. Resolving Disputes

Contractor and Subcontractor expressly agree to resolve any Dispute arising out of or relating to the Agreement, the Services, or the relationship between the Parties, amicably, promptly, and without resorting to litigation. Therefore, the Parties agree that compliance with the terms, conditions, and procedures outlined in this Article 23 within the prescribed time limits shall be an exclusive substitute for filing any litigation against the other Party, except for interim measures identified in this Article, and any action to enforce a court or arbitral award.

23.2. Notice of Dispute Resolution

If any Dispute arises between the Parties, and if a Party desires that such Dispute be subject to the provisions of this Article 23, it shall provide a Notice of Dispute Resolution to the other Party. Such Notice shall describe in reasonable detail the basis for such alleged Dispute, including reasonable documentary evidence of the factual basis for the Dispute, and include all relevant supporting documentation as required by Article 23.6. Any agreement or settlement of a Dispute shall be placed in writing and executed by both Parties.

23.3. All negotiations and proceedings under this Article 23 are confidential and shall be treated as compromise and settlement negotiations.

23.4. Unless extended in writing by agreement of the Parties, the Notice of Dispute by Subcontractor shall be presented to Contractor's Representative within the time frames set out in Article 21.6 (if Article 21 applies), or if Article 21 does not apply, within ten (10) days after Subcontractor obtains knowledge of the facts upon which the Dispute is based. In any event, Notice of Dispute by Subcontractor shall be provided no later than thirty (30) days after final payment for all unpaid amounts (other than those which may be in Dispute) has been sent by Contractor. Failure to provide Notice within the time provided for herein shall be deemed a waiver by Subcontractor of any rights giving rise to such Dispute. Subcontractor shall continue to diligently perform the Services and otherwise meet all contractual obligations pending resolution of the Dispute.

23.5. Notices of Dispute shall be submitted to Contractor's Representative, with all details concerning the basis for the Dispute, including reasonable documentary evidence of the facts, circumstances of discovery, and all efforts by Subcontractor to manage, mitigate and resolve the situation giving rise to the Dispute prior to submission to Contractor. If possible or applicable to the nature of the Dispute, if the Services are still on-going, it is Subcontractor's responsibility to continue to perform its obligations under the Agreement and make all reasonable commercial efforts to mitigate any adverse effects of the Dispute.

23.6. To the extent possible at the time, Subcontractor shall submit with its Notice of Dispute all complete documentary evidence it wishes to rely on to substantiate its position on each issue in Dispute. Each issue in Dispute shall be itemized and detailed, the documentary evidence put forward collated, and unless for good cause such evidence shall not be later added to or detracted from at any later stage of proceedings.

23.7. Any Claim that remains unresolved after exhausting the provisions of Article 21 may, after the requirements of 23.2, 23.4, 23.5, and 23.6 are met, is deemed to have met the negotiation requirement of 23.7 herein, and such unresolved Claim (now a Dispute) may proceed directly to resolution under the mediation and arbitration sections of Article 23.8 et seq.

23.8. The Parties agree that they shall first exert all reasonable and necessary efforts, amicably, promptly, diligently, and in good faith, to resolve any Dispute by direct negotiation between Subcontractor and Contractor's Project Subcontracts Department. If a

resolution is not reached within sixty (60) calendar days of their first meeting on the matter, the Dispute shall be resolved in the second instance by Subcontractor and Contractor's project management. If Contractor requires further information from Subcontractor, the 60-day time limit for resolution will be extended by the time Contractor has given Subcontractor to provide such information. If a resolution is not reached within sixty (60) calendar days of the first meeting by project management on the matter, the Dispute shall be resolved in the third instance by Subcontractor and Contractor's designated home office representative.

23.9. Mediation

23.9.1. If the Dispute has not been resolved by negotiations within 120 (one hundred and twenty) days after the date of the Notice of Dispute as required by Article 23.7, or if a Party fails or refuses to meet within such time period, the Parties agree to submit the Dispute to non-binding mediation, or the Parties may mutually agree to proceed directly to binding arbitration under this Article 23. Either Party may initiate mediation by sending a Notice of Demand to Mediate to the other Party and to the Kosovo Arbitration Association. Such Notice shall comply with the Notice requirements of the Agreement and the requirements under the Kosovo Arbitration Association's Commercial Mediation Rules.

23.9.2. The site of the mediation will be in Prishtine, Kosovo, and the mediation will be conducted pursuant to the Commercial Mediation Rules of the Kosovo Arbitration Association.

23.9.3. Contractor and Subcontractor will mutually agree upon an independent mediator who has professional expertise in the subject matter of the Dispute, and experience in mediating such subject matter. The mediator will not have the authority to impose a settlement upon the Parties, but will attempt to facilitate the Parties reaching a satisfactory resolution of their Dispute. Failing agreement between the Parties, upon selection, the mediator shall promptly schedule the date, time and place of the first mediation session which shall be conducted in the manner prescribed by the applicable rules. The mediation shall be terminated: (A) by the execution of a settlement agreement by the Parties; or (B) by a written declaration of the mediator to the effect that the Parties are hopelessly deadlocked and further efforts of mediation are no longer viable; and (C) by a written declaration signed by both Parties that the mediation proceedings are terminated by mutual agreement; or (D) 60 (sixty) days after Notice of Demand to Mediate, unless extended in writing by the Parties to a fixed date. The fees and expenses of the mediation process, including the mediator and the organization, shall be borne equally by the Parties.

23.10. Arbitration.

23.10.1. Should mediation efforts not resolve the Dispute by the date the mediation terminates, the Parties agree to then submit the Dispute to final and binding arbitration. It is the intent of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes among the Parties relating to the Agreement. This right to arbitrate any Disputes, Claims, or controversies under the Agreement shall survive the termination of the Agreement.

23.10.2. Either Party may initiate arbitration by a sending a Notice of demand to arbitrate to the other Party and to the appropriate administering organization specified below. Such Notice shall comply with the Notice requirements of the Agreement and the requirements under the applicable arbitration rules and procedures.

23.10.3. The site of the arbitration will be Prishtina, Kosovo. The arbitration shall be conducted in accordance with the applicable Arbitration Rules and Procedures and the governing Law of the Agreement. For domestic arbitrations under the Agreement, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the Arbitration Association as in effect on the date of commencement of the arbitration proceeding. For international arbitrations under the Agreement, the arbitration shall be conducted in accordance with the International Arbitration Rules (also known as the International Centre for Dispute Resolution) in effect on the date of commencement of the arbitration proceeding. An international arbitration is one that is not entirely between citizens of the Kosovo, involves property located outside Kosovo, or involves performance or enforcement outside Kosovo, or has some other reasonable relation with one or more foreign country. All other arbitrations under the Agreement shall be considered domestic.

23.10.4. Method of Selecting Arbitrators and Multi-Party Arbitration

23.10.4.1. If the amount in Dispute involves less than US \$5 million, exclusive of interest and costs, then the arbitration shall be conducted and finally settled by a sole arbitrator. If the amount in Dispute, exclusive of interest and costs, is US \$5 million or more, if the amount in dispute is unknown, or if relief other than damages is sought, then the arbitration shall be conducted and finally settled by a tribunal of three (3) arbitrators.

23.10.4.2. If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the Parties. If the Parties fail to agree on the arbitrator within 30 days after the initiation of the arbitration, then the Kosovo Arbitration Association shall appoint the arbitrator.

23.10.4.3. If the arbitration is to be conducted by a tribunal of three (3) arbitrators and there are only two Parties to a Dispute (or if the parties can be conveniently grouped together into two groups based upon a common interest and common position in the Dispute), then each party or group shall appoint one (1) arbitrator, within 30 days of receipt of notice of the commencement of the arbitration, or within 30 days of the receipt of the notice from the KAA of its grouping of the parties, and the two arbitrators so appointed shall select the presiding arbitrator within 30 days after the later of the two arbitrators is appointed by the parties. If the two party-appointed arbitrators fail to agree on the third arbitrator within 30 days after the appointment of the later of the two, then the third arbitrator shall be appointed by the KAA. If there are three or more parties who cannot be grouped together based on a common interest and common position in the Dispute, or if there are three or more groups of parties, then the KAA shall appoint all three (3) arbitrators.

23.10.4.4. Each arbitrator shall be and remain at all times wholly impartial and shall provide the Parties with a statement that he or she can and shall decide the case impartially. No arbitrator shall have any financial interest (directly or indirectly) in the Dispute or any financial dependence (directly or indirectly) upon any of the parties. All arbitrators shall be knowledgeable of the subject matter of the Agreement and the Dispute, and the Law applicable thereto. The Kosovo Arbitration Association Code of Ethics for Arbitrators in Commercial Disputes, in effect on the date of commencement of the arbitration proceedings, shall be applicable in domestic arbitrations, and the International Bar Association's Rules of Ethics for International Arbitrators shall be applicable to international arbitrations.

23.10.4.5. Each of the Parties shall (a) bear all of its own legal and other costs and expenses in the dispute resolution process, including attorney fees, and (b) pay its proportionately equal share of the costs and expenses of the administration of any Dispute hereunder, unless otherwise awarded by an arbitrator or court, or otherwise agreed upon in writing by the Parties in any settlement. The prevailing Party in such arbitration shall be reimbursed by the non-prevailing Party for any reasonable costs and expenses incurred as may be awarded by a sole arbitrator or tribunal.

23.10.4.6. Interim Measures. The sole arbitrator or the tribunal of three arbitrators, or in an emergency the presiding arbitrator of a three-person tribunal acting alone in the event one or more of the other arbitrators are unable to be involved in a timely fashion, may grant interim measures including injunctions, attachments and conservation orders in appropriate circumstances, which measures the Parties agree may be immediately enforced by the sole arbitrator, the tribunal or by court order. Hearings on request for interim measures may be held in person, by telephone or by video conference, and requests for relief, responses, briefs or memorials may be sent to, and orders or awards received from, the tribunal by facsimile or other similar means which include a confirmation of delivery. Notwithstanding any other provision in Article 23, any Party may apply to a court for interim measures, and the Parties agree that seeking and obtaining such measures shall not waive the right to arbitration nor waive any Party's obligation to otherwise comply with this Article 23.

23.10.4.7. The arbitrator or tribunal may grant any remedy or relief that it deems just and equitable, except that the Parties expressly stipulate that any award of damages shall be limited to actual and direct damages and that the award shall not include any special, indirect, exemplary, incidental, punitive, and other consequential damages. The Parties agree to promptly implement the arbitrator's or tribunal's decision, pay any amounts which may be owed thereby, and agree that judgment upon any award which may be rendered by the arbitrator or tribunal may be entered into and enforced by any court of competent jurisdiction. The Parties further agree the decision of the arbitrator or the tribunal shall be final and binding, and that there shall be no appeal of the decision or initiation of any further action on the arbitrated issues of the Dispute in any court, proceeding or jurisdiction. Except as expressly provided for above for interim measures, no Party shall be entitled to commence or maintain any action in any court of law concerning any matter under the Agreement except only for the enforcement of the amount found due on such arbitration determined by the arbitrator or tribunal or to enforce an order of the court in equity. Any award in arbitration shall bear interest at the prime rate as set forth by the Chase Manhattan Bank, New York City, New York from the date of the Notice of Demand for Arbitration to the time of receipt of payment of the award.

23.11. If the Parties to the Agreement or others who are bound to this or another similar arbitration agreement initiate multiple arbitration proceedings, the subject matter of which are related by common questions of Law or fact and which could result in conflicting awards or obligations, then the Parties hereby agree that all such proceedings may be consolidated into a single arbitral proceeding if the consolidated proceeding can be conducted in a manner consistent with the terms of the Agreement. The Parties do not intend or agree by this provision to authorize a class action or a mass action.

23.12. Unless otherwise directed by the Contractor, Subcontractor shall continue to perform its Services pending resolution of any Dispute under this Article 23. Subcontractor agrees to place the text of this Article 23 in any contract it executes with any Subcontractor or supplier of any tier for any Services to be performed under the Agreement.

23.13. Except as may be required by Law or with the prior written consent of both Parties, this dispute resolution process is deemed to be "Confidential Information" under the Agreement, and Subcontractor may not disclose the existence, content, or results of any dispute resolution proceeding hereunder to any third party (except to its legal and financial advisors provided such are under a confidentiality obligation to Subcontractor covering such disclosures), except with the prior written permission of Contractor.

23.14. All Notices, Change Order, Claims, and dispute resolution proceedings, as well as documents submitted and communications under the Agreement, shall be exclusively prepared, submitted, and conducted in the English language.

23.15. Pending the resolution of any Dispute under this dispute resolution process, each Party shall, except in the event of termination or expiration of the Agreement, continue to fully perform all its obligations under the Agreement and such performance does not constitute a waiver of any other rights or obligations hereunder.

23.16. If any provision of this Article is deemed void or unenforceable for any reason, it shall be severed from the rest of the Article, and the remainder of the Article shall be enforced.

23.17. Should any matter in Dispute under this Agreement be included within, or the subject of, any litigation, claim, dispute, arbitration, or settlement between Contractor and any other member of Contractor Group, Contractor's rights under this Article may be exercised by an agent, representative or other designee of Contractor, Subcontractor agrees to be bound by the terms of the outcome of such proceeding, including any award or settlement, to the extent that such pertains to the matter in Dispute hereunder.

24. NOTICES

24.1. Written Notices

Notices shall be in writing signed by the Party giving such Notice and shall be hand delivered or sent by overnight courier, messenger, facsimile or certified mail, return receipt requested, to the other Party at the address set forth in the Agreement. Notices shall comply with the specific requirements of the Article. Any Notice concerning a Change, Claim, or Dispute shall describe in reasonable detail the basis for the Change, Claim or Dispute, including reasonable documentary evidence of the factual basis, circumstances of discovery, and mitigation efforts. Notices, demands, offers or other written instruments shall be deemed to have been duly given on the date actually received by the intended recipient.

24.2. Change of Notice Address

If either Party changes the address, individual or contact information specified in the Agreement at any time during the term of the Agreement, such Party shall immediately provide Notice to the other Party of such change.

25. CODE OF BUSINESS CONDUCT AND ETHICS

25.1. Subcontractor shall strictly comply with this Article and any specific codes of conduct and ethical requirements contained in the Agreement, including if applicable Contractor's Code of Business Conduct (including the provisions pertaining to International Business Relationships) and with any code or ethical requirements of Client. Subcontractor shall also comply with any professional or industry-standard codes of conduct and ethics applicable to the performance of the Services, and any applicable Law (including the U.S. Foreign Corrupt Practices Act). Subcontractor warrants that it will establish and maintain appropriate internal business standards, policies, procedures and controls to ensure its compliance with this Article, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of Contractor Group. Contractor and Client shall have the right, but not the obligation, to periodically review at reasonable frequency during performance of the Services and for a period of three (3) years after completion of the Services, such business standards, policies, procedures and controls including those related to the activities of all Personnel of Subcontractor Group in their relations with Contractor or Client employees, agents and representatives, vendors, Subcontractors and other third Parties, and those relating to the placement and administration of purchase orders, subcontracts, or any commercial agreements. Such review(s) or participation by Contractor or Client shall not relieve Subcontractor of its obligations under the Agreement, nor shall it constitute a waiver by Contractor of any rights under the Agreement or an agreement by Contractor to undertake any obligation pursuant to such review or participation.

25.2. Subcontractor shall not make, either directly or indirectly, any improper payments of money or give anything of value to any member of Contractor Group, nor to any government official, political Party or official thereof, or any candidate for political office, or to any officer, director, employee or any agent or representative of any instrumentality of any government in connection with the Agreement.

25.3. All payments by Contractor to Subcontractor will be received by Subcontractor for its own account and Subcontractor is not authorized to offer, give, or promise any part of such payments, directly or indirectly, to any government official, political Party or official thereof, or any candidate for political office, or to any officer, director, employee, agent or representative of any instrumentality of any government.

25.4. Subcontractor shall exercise all reasonable care and diligence to prevent any actions or conditions to avoid any real or apparent impropriety or which could result in a conflict with or adverse impact on Contractor's or Client's best interests. This obligation shall apply to the activities of all Personnel of Subcontractor Group in their relations with the employees and families of Contractor Group (including Client, vendors, agents, and Subcontractors) and third Parties. Subcontractor's compliance with this requirement shall

include establishing precautions to prevent its Personnel, or those of its vendors or Subcontractors, from making, receiving, providing, or offering any substantial gifts, extravagant entertainment, payments, loans or other considerations. Subcontractor warrants that it has not and will not pay any fee, commission, or compensation and that it will not grant any gift, gratuity or rebate of any kind to any officer, agent, servant, Employee, or other Personnel of any member of Contractor Group, including either as an inducement to obtain the Agreement or as acknowledgment of any other agreement.

25.5. Subcontractor shall ensure that all documents, including invoices, vouchers, financial settlements, billings and reports, submitted by Subcontractor to Contractor shall accurately and with specificity reflect the facts about the activities and transactions to which they pertain, and Subcontractor represents that in any further recording or reporting made to Contractor for whatever purpose, Contractor may rely upon all such documents and the data therein as being complete and accurate. If Subcontractor discovers or is advised of any errors or exceptions related to its invoicing of the Services, Subcontractor and Contractor will together review the nature of the errors or exceptions, and Subcontractor will, if appropriate, promptly take corrective action as directed by Contractor, to adjust the relevant invoice, apply any credits due, refund overpayments, or otherwise.

25.6. Subcontractor shall place similar requirements in its contracts with any member of Subcontractor Group (specifically, Subcontractors and vendors) involved in furnishing Deliverables or performing any Services, including the obligation to notify Contractor upon discovery of any instance of non-compliance as stipulated below.

25.7. Subcontractor agrees to provide Notice to Contractor promptly upon discovery of any instance in which the Subcontractor or any member of Subcontractor Group has violated or fails to comply with this Article 25 or any relevant Law.

26. CONTRACTUAL RELATIONSHIP

26.1. INDEPENDENT SUBCONTRACTOR

Subcontractor shall perform the Services as an independent Subcontractor with exclusive control of the manner and means of performing the Services in accordance with the requirements of the Agreement. Subcontractor has no authority to act or make any agreements or representation on behalf of Contractor or Client, and no agency, partnership, or other contractual relationship exists between Subcontractor and any member of Contractor Group, nor between Contractor and any member of Subcontractor Group. No Employee or agent engaged by Subcontractor shall be, or shall be deemed to be, an employee or agent of any member of Contractor Group. In the event Contractor should, at the request of Subcontractor, furnish Employees to Subcontractor for any purpose to perform Services as borrowed servants under the direction and supervision of Subcontractor, such Employees of Contractor shall be deemed to be the Employees of Subcontractor, and Subcontractor shall be responsible for their actions for all purposes under the Agreement while so engaged. Except as expressly provided herein, there are no third party beneficiaries of the Agreement, and the Agreement does not create or confer any legal right, claim or cause of action in favor of any person who is not a signatory to this Agreement. The obligations and legal duties imposed on any Party by this Agreement are owed exclusively to the other Party and are not owed to any person not acting as a signatory hereunder.

26.2. SUBCONTRACTING AND ASSIGNMENT

Subcontractor shall not subcontract any portion of the Services without the prior written approval of Contractor. Contractor shall approve the specific lower tier Subcontractor and the form and terms and conditions of the lower-tier subcontract. Subcontractor shall not assign the Agreement or any funds due hereunder, in whole or in part, without the prior written consent of Contractor, and any attempted assignment in violation hereof shall be of no effect and shall constitute a default hereunder. No assignment or subcontracting, even with Contractor's approval, shall relieve Subcontractor of any obligation hereunder, or create any contractual relationship between such lower-tier Subcontractor and Contractor or Client. Contractor reserves the right to assign the Agreement without Subcontractor's consent, in whole or in part, to any person, and will give Notice to Subcontractor if such occurs. At Contractor's request at any time, Subcontractor agrees to assign to Contractor or its designee any of its contracts for any part of the Services.

26.3. ELECTRONIC ACCESS, TRANSFERS AND TRANSACTIONS

26.3.1. With respect to any business conducted by the Parties through electronic means, including by e-mail, Internet-based systems, or facsimile transmission, or otherwise, each Party acknowledges and agrees that: (A) Contractor and Subcontractor may correspond or convey documentation via electronic means unless Contractor expressly requests otherwise, (B) Subcontractor will comply with any written instructions by Contractor concerning electronic communications; (C) Subcontractor will not electronically forward or use for any other purpose any matters pertaining to the Agreement, the Services, and the Project, including any transmissions received from Contractor or Client, without the prior written permission of Contractor, except to members of Subcontractor Group for the purpose of performing the Services, and subject to their express contractual agreement as to the protection of the confidentiality of such information; (D) neither Party has complete control over the performance, reliability, availability, or security of Internet transmissions, however, each Party agrees to use commercially reasonable and up-to-date security measures to optimize the effectiveness, security and privacy of transmission; and (E) neither Party shall be liable to the

other Party for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any internet transmissions by an unauthorized third party due to any reason beyond the Party's reasonable control.

26.3.2. Payments from one Party to the other Party may be transmitted by wire transfer in accordance with the wiring instructions provided by the receiving Party. It is the receiving Party's responsibility to verify proper receipt of funds, and to immediately notify the sending Party in writing should such funds not be properly received.

26.3.3. Neither Party is responsible for, and shall have any Liability hereunder arising out of or relating to, the performance, reliability, availability, or security of the Internet, except if such Liability arises out of any negligence or fault of any member of Subcontractor Group in providing appropriately secure and properly operating software and hardware, or from Services performed, Deliverables produced, or Equipment provided, under the scope of the Subcontractor's Services.

26.3.4. Electronic commerce transactions between Contractor and Subcontractor will be solely governed by the terms and conditions contained in the Agreement. Contractor will not be bound by any legal terms and conditions contained on Subcontractor's website, including on any of Subcontractor's other electronically transmitted forms and documents. Specifically, any terms and conditions on Subcontractor's internet site to which agreement by Contractor is required in any manner during performance of the Agreement, whether through an electronic agreement mechanism on any website, deemed implied by site access or use, or otherwise, will be null and void and have no legal effect on Contractor.

26.3.5. If any member of Subcontractor Group performs any Services electronically and is granted access to any Contractor Group network, system, or computer equipment, project or collaborative portal, or password-protected internet or intranet site, Subcontractor agrees to comply with all applicable Contractor Group policies regarding access, security and use, will not use such systems for any purpose other than for the performance of the Services, and agrees to exercise reasonable care to take appropriate security measures to protect Confidential Information from unauthorized disclosure to a third party. Subcontractor agrees not to access, download, forward, print, or otherwise use any Contractor Group Proprietary Information under Article 13.2 in any manner other than to the extent which is necessary and required to perform the Services.

26.4. CONTRACTUAL RELATIONSHIP

This subcontract does not create or establish privity of contract between any member of Subcontractor Group and Contractor's Client. This subcontract does not grant to Subcontractor any right to assert a direct claim or direct cause of action against the Contractor's Client. All communication on this project (oral or written) shall be addressed to Contractor."

26.4.1. Subcontractor is responsible for ensuring that all members of Subcontractor Group comply with the requirements of this Article 26.

27. LABOR PRACTICES

27.1. Definitions. For purposes of this paragraph, the following definitions will apply:

27.1.1. "Bondage" means slavery; involuntary personal servitude; captivity.

27.1.2. "Debt Bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

27.1.3. "Forced labor" means the obtaining of labor or services of a person by threats of serious harm to, or physical restraint against, that person or another person.

27.1.4. "Involuntary Servitude" means the condition of one who is compelled by force, coercion, or imprisonment, and against his will, to labor for another, whether he is paid or not.

27.1.5. "Peonage" means a condition of involuntary servitude compelling persons to perform labor in order to pay off a debt.

27.1.6. "Slavery" means the condition of a person who is wholly subject to the will of another; that relation in which one person has absolute power over the life, fortune, and liberty of another.

27.1.7. "Trafficking in persons" means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

27.2. Subcontractor will ensure that none of its labor and employment practices, and none of the labor and employment practices of all sub-subcontractors at all tiers, facilitates, operates to establish, or condones any of the following conditions:

27.2.1. Slavery or involuntary servitude;

27.2.2. Peonage;

27.2.3. Bonded labor or debt bondage;

27.2.4. Forced labor;

27.2.5. Child labor;

27.2.6. Trafficking in persons;

27.2.7. The work service of prisoners if they are hired to or placed at the disposal of private individuals, companies or associations involuntarily and without supervision of public authorities;

27.2.8. Work required in order to punish opinion or expression of views ideologically opposed to the established political, social or economic system;

27.2.9. Exploitative practices such as forced overtime or the lodging of deposits (financial or personal documents) for employment; and

27.2.10. Any prevention or restriction, without lawful authority, of a person's liberty to move or travel in order to maintain the labor services of that person.

27.3. Any violation of this subparagraph shall be deemed to constitute a material breach of this Agreement, and may justify a termination of this Agreement without penalty to the Contractor or Client.

27.4. Subcontractor will enter into signed employment contracts with each individual it employs and make all such employment contracts available for inspection and approval by the Contractor. Further, Subcontractor will ensure that sub-subcontractors at all tiers will enter into signed employment contracts with each individual it employs. An employment contract shall fully set forth and clearly address, at a minimum, the following elements:

27.4.1. All terms and conditions of employment, including but not limited to the procedures necessary to place an employee at a given employment site location, the specific employment site location or locations where the individual employee will be required to work, salary, currency, work hours, overtime, and vacation;

27.4.2. The voluntary nature of employment;

27.4.3. The freedom to leave employment and the employment site, including appropriate procedures,

27.4.4. Any and all penalties that may be associated with a departure or cessation of work;

27.4.5. Without exclusion or exception, each and every debt between, or amount owed at any time, by the employee to the employer or to an employer's agent for services rendered by the employer or employer's agent for recruiting, hiring, mobilization, demobilization, administrative expenses, or any other type service rendered by the employer or employer's agent for the employee;

27.4.6. A prohibition against debt bondage or any other form of forced labor;

27.4.7. A prohibition against any requirement that an employee lodge financial or personal document deposits with an employer;

27.4.8. A prohibition against the withholding, use, confiscation, destruction or removal by an employer, against an employee's will and without informed and voluntary consent, of any personal document, including any actual or purported passport or other immigration document, or any other actual or purported government identification document, which may be placed in the custody of an employer at any time during the term of employment.

27.5. Subcontractor will not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees or any fee creating a condition of peonage or that engage in human trafficking. Further, Subcontractor will ensure that sub-subcontractors at all tiers will not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees or any fee creating a condition of peonage or that engage in human trafficking.

27.6. Subcontractor shall comply with international laws regarding transit/exit/entry procedures and requirements for work visas, and shall follow all Host Country entry and exit requirements. Further, Subcontractor shall ensure that sub-subcontractors at all tiers

shall comply with international laws regarding transit/exit/entry procedures and requirements for work visas, and shall follow all Host Country entry and exit requirements.

27.7. Any violation of this subparagraph shall be deemed to constitute a material breach of this Agreement, and may justify a termination of this Agreement without penalty to the Contractor or Client.