SUBCONTRACT

BETWEEN

NORINCO International Cooperation Ltd Iraq Branch

AND

NOOR BAGHDAD COMPANY

FOR

Construction Service for Pipeline Corridor from FPF to CPF (Part E)

No.: NORINCO-EBS-049SC18-003

DATE: MAR, 19th / 2020

THIS SUBCONTRACT entered into effective on FEB **28th 2020** ("Effective Date")
Between

NORINCO International Cooperation Ltd Iraq Branch, a corporation incorporated and existing under the laws of the People's Republic of China and with a registered branch office according to the laws of the republic of the Iraq located at Bagdad, Iraq.

(hereinafter referred to as "NORINCO" or the "Contractor")

OF THE FIRST PARTY

And

NOOR BAGHDAD COMPANY

OF THE SECOND PARTY

(Hereinafter the parties of the second shall be referred to jointly and severally as "SUBCONTRACTOR")

(Hereinafter Contractor and SUBCONTRACTOR shall be referred to singularly as "Party" and collectively as "Parties")

WITNESSETH

Whereas NORINCO International Cooperation Ltd Iraq Branch ("Contractor") is the Contractor of the Provision of EPCC Service for Pipeline Corridor from FPF to CPF (Tender NO.: 049-SC-18).

Whereas NORINCO International Cooperation Ltd Iraq Branch is desirous that WORK shall be executed for the Construction Service for the Pipeline Corridor from FPF to CPF (Part E) and has accepted a bid by the SUBCONTRACTOR for the execution and completion of the WORK;

And Whereas SUBCONTRACTOR has agreed to perform the WORK for the Construction Service for the Pipeline Corridor from FPF to CPF (Part E) in accordance with the terms and conditions of this SUBCONTRACT.

Now therefore this SUBCONTRACT witnesses that in consideration of the promises and covenants herein contained, the Parties hereto agree as follows:

1. In this SUBCONTRACT, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of SUBCONTRACT hereinafter referred to.
2. The following documents shall be deemed to form the SUBCONTRACT and shall be read and construed as part of this SUBCONTRACT, viz.;

- Section 1.0 Form of SUBCONTRACT
- Section 2.0 Conditions Of SUBCONTRACT
- Section 3.0 SUBCONTRACT Forms
- Section 4.0 Scope Of WORK
- Section 5.0 Compensation and Terms of Payment
- Section 6.0 Project WORK Schedule
- Section 7.0 Administration Of SUBCONTRACT
- Section 8.0 SUBCONTRACTOR Resources and Method Of WORK
- Section 9.0 Security Responsibility
- Section 10.0 Information of Design
- Section 11.0 Clarifications
- Annex 1-10 Procedure and Template (Attachment)

3. In consideration of the payments to be made by Contractor to SUBCONTRACTOR, SUBCONTRACTOR hereby covenants to execute and complete the WORK in conformity in all respects with the provisions of the SUBCONTRACT.
4. In consideration of the execution and satisfactory completion of the WORK by SUBCONTRACTOR, Contractor hereby covenants to pay SUBCONTRACTOR the SUBCONTRACT PRICE at the times and in the manner prescribed by the SUBCONTRACT.
5. The SUBCONTRACT PRICE is the Unit Rate Price which all inclusive, fixed, non-escalating, and Provisional Lump Sum Price set forth in SUBCONTRACT is USD 1,328,240 (says ONE MILLION THREE HUNDRED AND TWENTY-EIGHT THOUSAND TWO HUNDRED AND FORTY United States Dollars only) and any addition or reduction as the result of CHANGE ORDER. Contract Price shall include all the Tender Announcing Fee in Iraq local newspaper.
6. SUBCONTRACTOR agrees to commence the WORK no later than seven (7) days from the date of issuance of the Letter of Award by Contractor and to achieve PROVISIONAL ACCEPTANCE in accordance with the SUBCONTRACT.

In witness whereof the Parties hereto have caused this SUBCONTRACT to be executed in their respective names and by their duly authorized representatives as of the Effective Date.

Signed for and on behalf of

NORINCO International Cooperation Ltd Iraq Branch

Signature : .....

Name : .....

Designation : .....

北方国际 NORINCO International Cooperation Limited Iraq Branch (1)

Signed for and on behalf of

NOOR BAGHDAD COMPANY

Signature : .....

Name : .....

Designation : .....

شركة نور بغداد للمقاولات العامة المحدودة NB

General Manager

Raed Kadhim Al-Shakarchi

Noor Baghdad Company

- END OF SECTION 1.0-