

**EXHIBIT A**

**SUBCONTRACTOR AGREEMENT  
(applied for EG LNG / MEGPL Subcontractor)**

This Subcontract Agreement (the "Agreement") is made and effective this

\_\_\_\_\_

**BETWEEN:**           **ELITE CONSTRUCCIONES S.L.** (the "Contractor"), a company organized and existing under the laws of Malabo, Equatorial Guinea, with its head office located at:

BIOKO NORTE, PUNTA EUROPA, MALABO, EQUATORIAL GUINEA

**AND:**               \_\_\_\_\_ (the "Subcontractor"), a company organized and existing under the laws of \_\_\_\_\_, with its head office located at:

[COMPLETE ADDRESS]

WHEREAS Contractor has entered into, or will hereafter enter into, a general \_\_\_\_\_ contract, henceforth "The Prime Contract" with **MEGPL / EG LNG**, to perform in accordance with various contract documents and specifications certain work prepared by **MEGPL / EG LNG**, and/or to furnish labour, materials, supplies, and/or goods required to complete and satisfy the following named and described project:

[DESCRIBE], henceforth "The Project", located in [ADDRESS], and

WHEREAS Contractor desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and/or to furnish labour, materials, supplies, labor and/or goods for The Project;

NOW THEREFORE Contractor and Subcontractor agree as follows:

**1. SUBCONTRACT POLICY**

Subcontractor adheres to the Code of Ethics set forth by the Contractor before this Agreement, and has signed, and agreed to ELITE's Anti-Bribery and Anti-Corruption Policy and or the Client's (most stringent policy applies).

## **2. SUBCONTRACT INSURANCE**

Contractor shall require the Subcontractor to obtain, maintain and keep in force throughout the time during which they are engaged by Contractor such insurance coverages consistent with the requirements of MEGPL / EG LNG's policies for Subcontractor insurance as set forth in Exhibit A.

## **3. SUBCONTRACT WORK**

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labour, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter "the Subcontract Work", for the Project, together with such other portions of the drawings, specifications and addendum as related thereto:

SEE EXHIBIT B: Scope, Conditions, And List of Attachments

## **4. SUBCONTRACT PRICE**

In consideration of Subcontractor's performance of this Subcontract, and at the times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of \_\_\_\_\_, hereinafter "Subcontract Price." Said Subcontract Price is dependent upon the conditions set forth in Exhibit B being met. Should said conditions not be met, the subcontract amount shall be modified accordingly.

## **5. SPECIAL CONDITIONS**

The Special Conditions to Subcontract are incorporated in this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges receipt of the Special Conditions. (if there's any)

## **6. COMMUNICATION AND NOTICE**

- a. All communications between Subcontractor and General Contractor, shall be via Contractor.
- b. Subcontractor shall furnish Contractor with periodic progress reports as required by Contractor, including status of material, equipment, manpower and submittal.
- c. Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its Person-In-Charge is notified, either orally or in writing, or [NUMBER] days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.

- d. Contractor shall be deemed to have received notice of a fact, request, or demand [NUMBER] days after written notice is sent by registered or certified mail addressed Contractor's company address:

**7. GOVERNING LAW AND RULES OF PROJECT**

- a. The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located.
- b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- c. If any term or provision of this Subcontract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract.
- d. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

**8. AMENDMENT**

This Subcontract shall only be amended or modified by written document executed by authorized representatives of Contractor and Subcontractor. This Subcontract supersedes all prior representations made by Contractor.

**9. ARBITRATION**

Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract shall be resolved by submission of the same to \_\_\_\_\_, for resolution by binding arbitration according to \_\_\_\_\_'s Rules of Arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR

CONTRACTOR

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title