



San Donato M.se: 08/07/2021

Ref: 819 APRU/D

Halliburton International GmbH  
Obergrundstrasse 61, Lucerne,  
Switzerland, 6003

### **LETTER OF AWARD**

#### **Master Service Agreement No. 4600000953 Terms and Conditions for the Auxiliary Drilling Services on Call-out basis**

We, **Eni s.p.a.** a corporation existing under the laws of Italy and having its principal place of business at Via Emilia, 1, 20097 San Donato Milanese, ITALY ("**COMPANY**")

hereby offer to award you, Halliburton International GmbH, a corporation existing under the laws of Switzerland and having its principal place of business at Obergrundstrasse 61, Lucerne, Switzerland, 6003 ("**CONTRACTOR**")

the subject Master Service Agreement for the provision of Auxiliary Drilling Services (hereinafter referred to as "the AGREEMENT") on the following terms and conditions.

For the purpose of this LETTER OF AWARD, COMPANY and CONTRACTOR being referred to together as "PARTIES" and separately as "PARTY".

#### **WHEREAS**

- A. COMPANY, its AFFILIATES and the OPERATING COMPANIES are engaged in the business of exploring, drilling and producing oil and gas throughout the world and may, from time to time, require the provision of services, goods, materials, equipment, products and other items in support of their onshore and offshore drilling activities ("Ancillary Drilling Services") and solicit bids from contractors in respect of such Ancillary Drilling Services; and
- B. CONTRACTOR and its AFFILIATES possess the ability to provide many of such Ancillary Drilling Services and often bid for the same in response to an invitation by COMPANY, its AFFILIATES and/or OPERATING COMPANIES.



**NOW, THEREFORE**, in consideration of the mutual benefits to be derived therefrom, COMPANY and CONTRACTOR hereby agree as follows:

## 1. DEFINITIONS

Words and expressions used in this letter of award ("LETTER OF AWARD") shall have the meanings stated in the CONTRACT, unless otherwise expressly set forth herein.

"**CONTRACT**" shall mean the contract which COMPANY and/or any of its AFFILIATES and/or any OPERATING COMPANY authorized by COMPANY awards to CONTRACTOR and/or any of its AFFILIATES for the supply by CONTRACTOR and/or any of its AFFILIATES of Ancillary Drilling Services.

"**OPERATING COMPANY**" shall mean any company, joint-venture or other legal entity, established for the implementation of petroleum operations, into which COMPANY and/or any AFFILIATE of COMPANY holds a participation.

## 2. USE OF THE AGREEMENT

- 2.1 The PARTIES agree that any and all the future contracts awarded by COMPANY and/or any of its AFFILIATES to CONTRACTOR and/or any of its AFFILIATES within the duration of this AGREEMENT shall be constituted utilising the documents stated in Article 3 (which together shall be referred to as the "CONTRACT") in accordance with the terms of this Article 2.
- 2.2 COMPANY or COMPANY's AFFILIATES will issue a request for quotation for each specific project or contract and CONTRACTOR or its AFFILIATES may submit a proposal.  
In the event of the award of the SERVICE, the parties shall execute a CONTRACT in compliance with the terms of this AGREEMENT.
- 2.3 Subject to COMPANY's prior consent, any OPERATING COMPANY may take advantage of the terms of this AGREEMENT by sending to CONTRACTOR a notice to such effect and, thereafter, the terms of this Article 2 shall apply to such OPERATING COMPANY as if it was an AFFILIATE of COMPANY.
- 2.4 This AGREEMENT shall not apply to the provision of Auxiliary Drilling Services in Italy or the United States of America.
- 2.5 This AGREEMENT does not (i) confer any rights upon CONTRACTOR or any of its AFFILIATES to provide any SERVICE or GOODS for COMPANY or any of its AFFILIATES or any OPERATING COMPANY nor (ii) obligate CONTRACTOR or any of its AFFILIATES to provide any SERVICE or GOODS for COMPANY, any of its AFFILIATES or any OPERATING COMPANY, unless and to the extent a CONTRACT has been executed for this purpose.



- 2.6 The PARTIES agree that:
- i. the award of any CONTRACT based on this AGREEMENT shall be compliant with and shall not be prevented by any APPLICABLE LAW and/or any constraint arising out of any applicable joint operating or joint venture agreement or any other similar agreement with the PARTNERS and
  - ii. the documents constituting the CONTRACT as listed in Article 3 have been agreed between the PARTIES and may not be amended, except to the extent strictly required by APPLICABLE LAW and/or the necessities of local conditions relating to the relevant fiscal regulations or subsoil agreements, and/or any constraint arising out of any applicable joint operating or joint venture agreement or any other similar agreement with the PARTNERS in which case, the CONTRACT may be amended or supplemented by the parties thereto, but solely to the extent strictly necessary to accommodate such provisions.
- 2.7 The PARTIES agree that the terms and conditions or information contained in the FORM OF AGREEMENT or other documents will be completed and/or negotiated for each individual CONTRACT, without changing the General Conditions, save as permitted by Article 2.6.

### **3. THE CONTRACT**

The PARTIES agree that the future CONTRACTS awarded, in accordance with this LETTER OF AWARD, by COMPANY and/or any of its AFFILIATES and/or any OPERATING COMPANY to CONTRACTOR and/or any of its AFFILIATES worldwide (excluding Italy and the United States), shall be constituted by the following documents, attached hereto:

- Attachment "1" – FORM OF AGREEMENT
- Attachment "2" - General Conditions for the supply of Auxiliary Drilling Services and
- any other documents stated in the FORM OF AGREEMENT [if applicable].

### **4. AGREEMENT ADMINISTRATION**

In order to achieve the objectives set forth in the AGREEMENT, the following Agreement Administrators have been appointed:

Herve Biscay and Edmond Durre, for CONTRACTOR;  
Cristian Arosio, for COMPANY.

The Administrators shall:

- 4.1 promote the AGREEMENT within their respective organizations;
- 4.2 evaluate the efficiency of the AGREEMENT and the progress made, depending upon the reports submitted by each PARTY's users;
- 4.3 define new improvement targets in terms of innovative methods /solutions;
- 4.4 promote the AGREEMENT updating in order to ensure that the goals are achieved;



4.5 monitor the performance and advise on all measures required to prevent/retrieve/mitigate any adverse trends.

## **5. RELATIONSHIPS BETWEEN THE PARTIES**

The PARTIES are independent entities and the AGREEMENT does not and will not imply between the PARTIES any partnership, joint venture, or any other type of legal entity which could give to one PARTY the responsibility for the actions or non-fulfillment of the other PARTY. Furthermore, the AGREEMENT does not give to either PARTY the right to act on behalf of the other PARTY.

## **6. EFFECTIVE DATE OF AGREEMENT**

The AGREEMENT is effective on 1<sup>st</sup> July 2021 and, subject to Article 7 hereof, its duration shall be sixty (60) months therefrom.

## **7. AGREEMENT TERMINATION**

COMPANY in its sole discretion may terminate for any reason and at any time the LETTER OF AWARD, at no cost to COMPANY, by giving not less than 15 days written notice thereof to CONTRACTOR.

If the LETTER OF AWARD is terminated in accordance with the above, CONTRACTOR shall not be entitled to and hereby waives any right to claim against COMPANY any reimbursement whatsoever for any cost or damage suffered as a result of such termination.

CONTRACTOR shall never be entitled to terminate this LETTER OF AWARD for convenience.

## **8. ACCEPTANCE**

The efficacy of this LETTER OF AWARD is conditional upon receipt by COMPANY, within fifteen (15) days from the date of this LETTER OF AWARD, of CONTRACTOR's written confirmation, in the form set out in the attached Letter of Acceptance. CONTRACTOR's Letter of Acceptance shall be mailed or delivered to COMPANY at the address stated in Art. "Notices and communications".

## **9. CONFIDENTIALITY**

CONTRACTOR undertakes to consider all the information howsoever received, including but not limited to documentation, data, analysis, in connection with this AGREEMENT and including but not limited its existence, the contents and the circumstances of the execution of this AGREEMENT as strictly confidential ("Confidential Information") and to treat the same in accordance with Article "Confidentiality" of the General Conditions herein attached.



## **10. PRESS RELEASES**

The PARTIES shall beforehand agree upon the possibility and the content of any communication to the media, public communication or any other divulgation, concerning the AGREEMENT. Thus, the other PARTY will have the possibility to revise and comment in advance the content of such communication or divulgation. Such direction does not aim at delaying or restricting the PARTIES from divulging any information, which has to be spread for complying with APPLICABLE LAW.

## **11. ADMINISTRATIVE RESPONSIBILITY/CODE OF ETHIC**

The PARTIES agree that the "Administrative responsibility" clause contained in the Attachment "2" - General Conditions for the supply of Auxiliary Drilling Services is deemed to be incorporated herein by reference, mutatis mutandis.

## **12. PRIVACY**

The PARTIES declare that they have mutually acknowledged compliance with the obligations related to applicable personal data protection law, each for the part under its responsibility.

The PARTIES acknowledge that they both act as autonomous data controllers and are committed to operate in full compliance with the applicable personal data protection law in relation to the data processing activities related to the performance of this AGREEMENT.

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

All questions arising out of or related to the LETTER OF AWARD, including but not limited to its validity, interpretation, performance or breach shall be governed by the Laws of England and Wales.

COMPANY and CONTRACTOR shall use their best efforts to resolve any dispute or claim which may arise under this LETTER OF AWARD in an amicable manner. Failing an amicable settlement within a reasonable time, but not exceeding sixty (60) days, the dispute shall be settled solely and exclusively by the competent jurisdiction of the location where COMPANY has its registered office.

## **14. NOTICES AND COMMUNICATIONS**

The addresses of the PARTIES for the purposes of sending notice are as follows:



For COMPANY:  
Eni S.p.A.  
APRU/D3  
Via Emilia, 1  
20097 S. Donato Milanese – MI  
ITALY

For CONTRACTOR:  
Halliburton Italiana SRL  
Via XXV Aprile No. 2  
San Donato Milanese – 20097 (MI)  
ITALY

## **15. ENTIRE AGREEMENT**

This LETTER OF AWARD constitutes the entire agreement between COMPANY and CONTRACTOR in respect of the subject matter and supersedes all prior correspondence, negotiations, understandings, discussions and agreements, either written or oral, between COMPANY and CONTRACTOR with respect to its subject matter. This LETTER OF AWARD may not be altered, amended or modified except where agreed by COMPANY and CONTRACTOR in the form of a supplemental written agreement signed by them. It is agreed and understood that any alteration, amendment or modification of the LETTER OF AWARD contained in e-mail exchanges or correspondence between COMPANY and CONTRACTOR shall not be effective unless and until reduced in the form of such a supplemental written agreement signed by COMPANY and CONTRACTOR.

Yours faithfully,



## LETTER OF ACCEPTANCE

[to be drafted on CONTRACTOR's headed paper]

Dear Sirs:

Subject: Master Services Agreement 4600000953 in respect of the supply of Auxiliary Drilling Services on a call-out basis

We refer to your LETTER OF AWARD of Master Service Agreement No. 4600000953.

In consideration of the obligations to be undertaken by the PARTIES under the AGREEMENT, we [**name of CONTRACTOR**] accept the award of the AGREEMENT on the terms and conditions set out in the LETTER OF AWARD and covenant to diligently execute and complete such obligations in accordance with the provisions of the AGREEMENT.

In this LETTER OF ACCEPTANCE, words and expressions shall have the same meanings as are assigned to them in the LETTER OF AWARD.

.....  
(Signature of authorised Officer)                      Date