

James Fisher
Fendercare



**SHIP TO SHIP TRANSFER SERVICE AGREEMENT
WITH**

[COMPANY]

AGREEMENT FOR SUPPLY OF SHIP TO SHIP (“STS”) TRANSFER SERVICES

This Agreement for supply of STS Transfer Services is made

between

[COMPANY]

A company organised and existing under the laws of [...] (Company No. [...]), having its registered office/principal place of business at [...] acting on its own behalf as the contracting entity (“**Company**”).

and

FENDERCARE SERVIÇOS MARINHOS DO BRASIL LTDA

A company organised and existing under the laws of Brazil, whose registered office is at city of Niterói, State of Rio de Janeiro, at Avenida Feliciano Sodré, 325, sala 302, Centro, ZIP CODE: 24030-012, enrolled at Corporate Taxpayers Registry of the Ministry of Finance under number 22.617.011/0001-58 (“**FCM**”).

1. BACKGROUND AND INTENTION

- 1.1. In furtherance of the Company’s business activities, the Company has entered into commercial arrangements with its counterparties, suppliers, and insurers to conduct marine transfers of Cargo involving a Tanker or Tankers. In order to execute these arrangements, the Company wishes to engage FCM or its relevant Affiliate as a specialist advisor to provide STS Transfer Services and any associated Pilotage Services to the Company, at open waters limited by the coordinates disclosed on Attachment B, to operationalize lifting activities regarding the production of certain hydrocarbon production fields in which Company has working interest.
- 1.2. FCM is an experienced company duly registered as an STS Service Provider by the DPC, pursuant to item 0602 of Normam-08/DPC and currently holds all Authorizations required for the performance of STS Transfers.
- 1.3. The Parties wish to agree the terms and conditions that will apply to any STS Transfer Services provided by FCM. Such terms and conditions are set out in this Agreement and both Parties acknowledge that due consideration has been provided by each Party to the other in reaching this Agreement.
- 1.4. The Parties intend that this Agreement shall be a general framework arrangement under which the Company will, as and when demand arises, make requests for STS Transfer Services to be provided by FCM, to which FCM shall respond in accordance with the provisions of this Agreement.
- 1.5. The “**Effective Date**” of this Agreement shall be the date that the last Party hereto countersigns this Agreement.

2. OPERATIONS & SAFETY

General

- 2.1. FCM shall perform all STS Transfers under this Agreement in accordance with the terms of this Agreement and its Attachments, and in full compliance with the STS Transfer Guide and all applicable international conventions,

legislations, and regulations, including without limitation, environmental legislations and regulations, and regulations issued by the Competent Authorities, including without limitation those from the Brazilian Maritime Authority, the ANP and IBAMA. FCM shall make sure that its Personnel complies with the terms of this Clause 2.1 when performing the STS Transfer Services. The Company shall ensure that all Tankers nominated for STS Transfers have a copy of the STS Transfer Guide on board sufficiently in advance of the actual STS Transfer so that the master, officers and crew may complete the necessary operational checklists outlined in the STS Transfer Guide and familiarise themselves with the procedures for the safe execution and completion of the STS Transfer including but not limited to the preparation of all necessary lines, equipment and appurtenances for the STS Transfer(s).

- 2.2.** The completion of an STS Transfer shall be determined by the Tankers' masters in consultation with the STS Superintendent. Having boarded one of the Tankers, the STS Superintendent shall advise the masters, officers and crew in the procedures for a safe and efficient STS Transfer. If at any time the STS Superintendent decides that the STS Transfer(s) taking place are not safe, he shall so advise the masters of the Tankers, and the Company shall procure that the masters take appropriate actions to safely discontinue the STS Transfer. Such advice shall not preclude manoeuvres by the masters of the Tankers, at their own discretion, to discontinue the STS Transfer, if possible, informing the STS Superintendent in advance of such discretionary actions to be taken. Notwithstanding the foregoing and without prejudice to Clause 12 hereto, the Company hereby warrants and represents that the respective masters remain responsible and in control of their Tanker and for the STS Transfer at all times during any STS Transfer and during any Pilotage Services.
- 2.3.** With regard to fatigue management, the Parties agree that all STS Superintendents shall take adequate rest periods to meet the requirements of the latest versions of STCW A-V111.1 and the Maritime Labour Convention (MLC).
- 2.4.** All STS Transfers shall include Pilotage Services, embarkation, disembarkation, delivery, collection of equipment, mooring and any other required actions to the extent (and only to the extent) detailed in Attachment C, and shall take place in areas designated by FCM within the coordinates established in Attachment B, approved by local authorities if necessary, and deemed safe by the masters of the Tanker(s).
- 2.5.** The STS Superintendent shall act solely in an advisory and coordination capacity and shall not assume command, navigation, manoeuvring control or operational control of any Tanker, which shall remain under the exclusive authority and responsibility of the master at all times. The master, officers and crew of each Tanker involved in the STS Transfer shall be responsible for the safe monitoring, connection & disconnection, and subsequent handling of the cargo hose during cargo transfer, in accordance with the STS Transfer Guide and the STS Superintendent's advice and the Cargo once the STS Transfer is safely concluded and the Cargo is properly placed inside the Tanker.
- 2.6.** In the event of an incident or emergency, if the Company requires any specific procedures to be followed by FCM, then Company shall provide to FCM a copy of any emergency plans and contact details 7 days prior to commencement of the STS Transfer. In all circumstances, the master of each Tanker shall be responsible for responding effectively to any emergency situation. The Company shall arrange for any FCM personnel attending on board the Tankers to be covered by the Company's and/or by the Tanker's emergency evacuation procedures for the safe return of such personnel to shore in the event of serious injury or other serious health issues suffered by any such person and which require prompt evacuation to another facility.
- 2.7.** The masters of the Tankers shall be responsible for the quality of Cargo transferred and for the measurement of the quantity of Cargo transferred, and, subject to Clause 2.14, any independent inspector hired by the Company to carry out measurement procedures shall be allowed to attend the STS Transfers. The STS Superintendent shall have no responsibility for, and shall not be asked to undertake, any measurement of Cargo transferred/remaining or any Tanker's documentation relating to a Transfer or any Cargo on board a Tanker.
- 2.8.** The Material Safety Data Sheet (MSDS) shall be supplied by the discharging Tanker to FCM. If the MSDS indicates that, due to the nature of the Cargo to be transferred, there is a requirement for specialised Personal Protective Equipment (PPE) to be worn by the STS Superintendents, the responsibility for providing the specialised PPE to the STS Superintendent is that of the master of the Tanker. The correct use and wearing of the PPE must be explained to the STS Superintendent as part of the Joint Plan of Operations (JPO) which shall be developed by and agreed between FCM and Company.

2.9. At all times each and all members of FCM Group shall be entitled to rely on Company Group provided information and shall have no liability as a result of advice or recommendations given by FCM Group, provided that such advice or recommendation is based on information provided by Company Group which is proved to be incorrect or misleading.

2.10. Company shall arrange for transport of its own Group's stores, and equipment to any Tankers at the STS Location.

Tankers

2.11. The Company shall ensure that:

- (a) all Tankers that are nominated for STS Transfers are outfitted and capable of safely carrying out all procedures as set out in the STS Transfer Guide;
- (b) the operators of any Tanker(s) nominated by the Company for an STS Transfer under this Agreement are members of the International Tanker Pollution Federation (ITOPF);
- (c) all Tankers are fully classed and certified by a reputable Classification Society;
- (d) all Tankers comply with the International Safety Management Code (ISM);
- (e) each receiving Tanker shall arrive with clean ballast, but should the Tanker be required to clean ballast then the Company or its Affiliate shall make the necessary arrangements for the safe and environmentally friendly disposal of all dirty ballast and slop ballast from each receiving Tanker in accordance with the requirements of the latest edition of MARPOL;
- (f) it confirms to FCM in writing in advance of any STS Transfer, and hereby warrants to FCM, that all Tankers have been entered with a reputable P&I Club for full P&I cover, and additionally that such Tanker(s) have full hull marine insurance cover including war risks coverage, for any and all Claims, arising directly and/or indirectly, in connection with the STS Transfer, including wreck and debris removal and oil pollution liability (or the threat thereof) in a sum of no less than USD 1 billion, and the Company shall procure that all members of FCM Group, including the STS Superintendent, are endorsed as a co-assured, additional assured, and/or protected by a waiver of subrogation in favor of FCM on the owner's P&I and Hull and Machinery policies of any Tanker involved in the STS Transfer;
- (g) the charterers and/or operators of all Tanker(s) nominated by the Company for an STS Transfer are entered with a reputable P&I Club or have other equivalent insurance cover for any and all Claims, arising directly and/or indirectly, in connection with the STS Transfer, including any oil pollution liability (or the threat thereof) in a sum of no less than the limits customarily offered by members of the International Group of P&I Clubs for charterers' liability policies and the Company shall procure that each and all members of FCM Group, including the STS Superintendent, are endorsed as a co-assured additional assured, and/or protected by a waiver of subrogation in favour of FCM, on the charterers' P&I policy of any Tanker involved in the STS Transfer;
- (h) in respect of (f) and (g) above the Company shall on written request by FCM provide full proof of insurance and proof that the FCM Group, including the STS Superintendent, are endorsed as co-assured on the owner and or the charterers' P&I policy; and
- (i) each Tanker completes and returns to FCM all information requested, including fully completed documentation prior to requested dates of the STS Transfer and any Pilotage Services associated with the STS Transfer.

2.12. In the event of any non-compliance with any of the provisions of Clauses 2.1 to 2.11 inclusive, then either Party shall have the right to decline any STS Transfer and/or terminate and/or suspend any STS Transfer in progress. FCM may also decline to service any STS Transfer if any of the Tankers are found by FCM not to be suitable for STS Transfer under the provisions of Attachment C and/or the STS Transfer Guide.

2.13. Unless specifically provided for in the Contract, no member of the FCM Group is obliged under the terms of this Agreement to provide any service(s) or equipment or personnel or take any measures in connection with prevention, mitigation or removal of any oil pollution or any other pollution arising in, out of, or in connection with an STS Transfer outside of those outlined on Emergency Response Plan (Plano de Ação de Emergência) approved by IBAMA. In the

event that any member of FCM Group undertakes at their discretion any measures to either remove a potential threat of pollution or attempt to mitigate any pollution should it arise, then such measures are deemed to have been taken under the authority of the Company, without liability to the FCM Group, and any additional costs incurred shall be for the Company's account.

- 2.14.** FCM reserves the right to refuse to permit any third-party personnel of a non-contracted party from attending an STS Transfer unless by prior written agreement of FCM.

3. REQUIRED AUTHORIZATIONS

- 3.1.** In order to provide the STS Transfer Services, FCM shall: (a) obtain and maintain duly valid, in force and effective, as applicable, the Authorizations for the activities to be developed under this Agreement, especially the STS Transfers; (b) timely perform communications with the Competent Authorities, as required, for the performance of the STS Transfers; (c) comply with the rules issued by the Competent Authorities.
- 3.2.** The Authorizations to be obtained and maintained by FCM shall include, without limitation: (i) registration before the DPC as STS Service Provider, pursuant to item 0602 of Normam-08/DPC; (ii) authorization for STS operations issued by the ANP, pursuant to ANP Resolution 811/2020; (iii) environmental authorization for STS operations issued by IBAMA, pursuant to IBAMA Normative Instruction 16/2013; and (iv) registration with the CTF/APP, pursuant to IBAMA Normative Instruction 06/2013.
- 3.3.** The Company shall cooperate with FCM, to the extent reasonably possible, to comply with FCM's obligations under the Authorizations, including, without limitation, the communication to the Competent Authorities of certain elements of the STS Transfer and the submission of certain documentation regarding the Vessels and/or the Cargo. Such cooperation shall not reduce FCM's responsibility for obtaining and maintaining the Authorizations.

4. NOMINATION AND ATTENDANCE PROCESS

- 4.1.** Where the Company has identified a requirement for an STS Transfer, an STS Nomination will be sent by the Company to FCM in accordance with the provisions of Clause 2 of Attachment C.
- 4.2.** FCM shall respond, either declining or accepting the STS Nomination, within the period stated in and in accordance with the provisions of Clause 2 of Attachment C.
- 4.3.** Following Acceptance then the Company shall provide daily updates of Tanker ETAs and will, at least 7 days before the start of the actual laycan, confirm to FCM details of the precise laycan time and date which shall be within the original operational window. Subject to Clause 2 of Attachment C, FCM shall make the necessary arrangements to attend the STS Transfer at that confirmed time.
- 4.4.** Where the precise laycan time and date have been previously confirmed but the ETA of the Tanker(s) subsequently changes or a new Tanker is proposed, then the Company shall inform FCM of any such changes and provide revised ETAs and/or details regarding the Tankers and FCM shall confirm or decline its continued ability to be able to service the revised arrangements notified. Should FCM not accept the revised timings and arrangements and the Company is unable to and/or refuses to proceed with the Contract as originally agreed, then the STS transfer shall be cancelled and Clause 6.5 shall apply.

5. FCM ACCEPTANCE

- 5.1.** "Acceptance" and/or "Accept" shall be deemed to have occurred on FCM giving their written confirmation of the STS Nomination by email to Company.
- 5.2.** Each and any Contract resulting from and including any Acceptance of an STS Nomination shall be deemed to incorporate and be subject to the terms of this Agreement, to the exclusion of all other term(s) that the Company Group or any third party may seek to apply whether included in or as part of any STS Nomination, RFQ, purchase order, acknowledgement or otherwise.

- 5.3.** In the event of any conflict between the terms of the STS Nomination and the terms of this Agreement then the terms of this Agreement, including any terms in Attachments A, B and C, shall prevail.

6. DURATION, TERMINATION AND CANCELLATION

- 6.1.** This Agreement shall come into force on the Effective Date and shall remain in force for a period of [...] years unless sooner terminated by either Party in accordance with the provisions of this Agreement.
- 6.2.** Either Party may terminate this Agreement at any time by giving to the other three (3) months' prior notice in writing.
- 6.3.** Notwithstanding Clause 6.2, either Party may terminate this Agreement or any Contract with immediate effect for:
- (a)** Material breaches of safety demonstrated by the other Party or its Group;
 - (b)** Any breach of all or any part of Clauses 7 or 19 hereto by the other Party or its Group; or
 - (c)** Failure of the other Party or its Group to meet payment obligations by the due date.
- 6.4.** Notwithstanding Clause 6.2, FCM may terminate, suspend or postpone an STS Transfer operation with immediate effect at any time in the event that any aspect of any STS Transfer fails FCM's sanctions screening checks, or in the event that such checks cannot be completed prior to the confirmed time and date of the STS Transfer.
- 6.5.** Consequences of termination:
- (a)** In any case of termination of the Agreement or any Contract, FCM shall complete any STS Transfer in progress at the effective date of termination, and the Company shall pay all fees agreed under any Contract as at the effective date of termination.
 - (b)** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement or any Contract shall remain in full force and effect, including but not limited to Clauses 5, 7, 8, 9, 10, 12, 14, 16, 17 and 19.
 - (c)** Termination of the Agreement or any Contract shall not affect any rights, remedies, obligations or liabilities of the Parties and their Groups that have accrued up to the effective date of termination, including without limit the right to claim damages in respect of any breach of the Agreement and/or the Contract which existed at or before the effective date of termination.
- 6.6.** Notwithstanding any other provision of this Agreement, either Party shall have the right to reject any proposed STS Transfer or terminate with immediate effect any STS Transfer in progress on the grounds of either the other Party's or its Group's or any of the Tanker's non-compliance with:
- (a)** any applicable law, rule or regulation made by any Competent Authorities regulating handling or transfer of Cargo or Tanker safety, or
 - (b)** any provision of this Agreement where such non-compliance materially affects the ability of FCM or Company to safely perform STS Transfer Services, or
 - (c)** Clause 19 of this Agreement.
- 6.7.** If for whatever reason the Company cancels an STS Transfer following Acceptance by FCM of such STS Transfer and FCM has started to mobilise personnel or equipment for the STS Transfer but the FCM Support Craft or personnel has/have not left the mobilisation port to attend the STS Transfer at the time of cancellation, then 90% (ninety per cent) of the full fee shall be payable. If the Company's cancellation occurs after any FCM Support Craft or Personnel has departed from the mobilisation port or any STS Transfer is terminated by FCM under the provisions of Clause 6.3,

6.4, 6.6 or 18.5, then 100% (one hundred per cent) of the full fee shall be payable together, if applicable, with any overtime incurred.

7. BUSINESS ETHICS

7.1. Anti-Bribery

Each Party and its Group shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Agreement their own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with Clause 7.1(a) and (b) and will enforce them where appropriate;
- (d) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the receiving Party and or its Group in connection with the performance of the Agreement; and
- (e) immediately notify the other Party in writing if a foreign public official becomes an officer or employee of the first Party or its Group or acquires a direct or indirect interest in the other Party or its respective Group as may be appropriate and the parties warrant that they have no foreign public officials as officers, employees or direct or indirect owners at the date of the Agreement.

7.2. Forced Labour

Each Party and its Group shall:

- (a) comply with all applicable laws, statutes regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015;
- (b) undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices;
- (c) have and shall maintain in place throughout the term of the Agreement their own policies and procedures to ensure its compliance with Clauses 7.2 (a) and (b) and enforce them as appropriate;
- (d) immediately notify the other Party in writing if it becomes aware of any breach or alleged breach of this Clause 7.2 within its supply chain

and each of the Parties represents and warrants that it has not been convicted of any offence involving slavery or human trafficking and, having made reasonable enquiries, to the best of its knowledge none of the members of its Group have been or are subject to any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding an offence or alleged offence of or in connection with slavery or human trafficking.

8. FEES FOR STS TRANSFER SERVICES

8.1. The fee for a STS Transfer shall be as set out in Attachment A.

- 8.2. Unless otherwise agreed in writing, each year the STS fee shall be adjusted by the same proportion as the increase (if any) over the same period in the producer price index (PPI) published by the U.S. Bureau of Labor Statistics (BLS).
- 8.3. The Free Time shall be as specified in Clause 3 of Attachment C. If the Free Time allowance for any given STS Transfer is exceeded, then the Company shall pay FCM for this additional time at the hourly thereafter or overtime fee set out in Attachment A. Any such additional fees shall be included in the invoice submitted in accordance with Clause 9.1.
- 8.4. Unless otherwise stated in this Agreement, the sums stated in Attachment A represent the net sums due to FCM in respect of its fees for STS Transfer Services and they do not include any government fees, duties, levies, sales taxes or any withholding taxes on payments that may need to be applied by the Company. In the event such duties, taxes or levies may need to be applied then the price on any relevant invoice shall be adjusted as necessary, to ensure the net sums set out in Attachment A are received from the Company by FCM.
- 8.5. Unless otherwise specified in Attachment A, all fee proposals are made on the basis of what a reasonable and prudent STS operator would consider to be a normal commercial STS Transfer. If, in the event the STS Transfer is of a non-standard, emergency or salvage nature, separate proposals will be supplied upon request.

9. INVOICES AND PAYMENTS

- 9.1. Unless otherwise specified in this Agreement, FCM or its Affiliate shall submit to the Company an invoice once the STS Transfer has been completed.
- 9.2. Payments for invoices submitted in accordance with the provisions of this Agreement shall be made in full by the Company without deduction or set-off within fifteen (15) days of the date of receipt of FCM's invoice by the Company. Any unpaid amounts that are more than ten (10) days overdue shall attract interest at the rate of 1% (one per cent) per month calculated from the date when such payment is due up to the date on which payment is made.
- 9.3. Any other sums incurred and/or expended by FCM or its Affiliates on behalf of, and with the prior written consent of, the Company, including any additional services provided by FCM or its Affiliate, may be separately invoiced once the service is performed or the cost is incurred, and payment of these amounts shall be made by the Company in accordance with Clause 9.2 above.
- 9.4. All payments due to FCM hereunder shall be paid exclusively in either U.S. Dollars, G.B. Sterling, Euros or Brazilian Reais as specified in Attachment A, and shall be paid to the account set out on the invoice from FCM or its Affiliate. Neither Party shall have the right to offset against invoices for work undertaken, any amounts that may be disputed or claimed between the Parties either under this Agreement or under any other contracts that may exist between the Parties or their Affiliates.

10. TAXES

- 10.1. All Taxes arising under provision of this Agreement or under applicable tax law shall be the sole responsibility of taxpayer, as so defined in tax Law, without any reimbursement entitlement. Taxpayer shall pay all of said Taxes directly to the appropriate Tax Authority, undertaking to afford, and hold the other Party harmless from and against any and all claims as may result from or accrue upon taxpayer's failure to pay said Taxes, including any such penalties as are applied thereon.
- 10.2. The Taxes that have their corresponding economic burden borne by FCM, such as Corporate Income Tax (IRPJ), Social Contribution on Net Profits (CSLL), Tax on exchange transactions (IOF) and contributions to social security, shall not be considered as taxes due as a direct consequence of the present Agreement.
- 10.3. FCM represents that the prices detailed in this Agreement are inclusive of ISS, PIS and COFINS but exclusive of all other taxes due under Brazilian Tax Law, such as ICMS and IPI (if applicable) which may be directly incurred during the execution of the performance of the Services as duly documented on billing documents. Any Indirect Taxes, if applicable, shall be added by FCM to the invoice as a separate item and the Company shall pay them in addition to the STS fee(s).

10.4. As applicable, FCM shall be responsible before the Company for the payment of all labour and social security charges and contributions under the law, under conventions or agreements with unions or related or measured by compensation of any nature or denomination, paid or credit in favour of FCM's Personnel hired under the Brazilian Labor Laws, including, but not limited to, taxes on indirect benefits, contributions to unemployment insurance, workmen's compensation, social security, health insurance, contributions to the INSS (National Institute of Social Security) or FGTS (Severance Fund), instalments of private pension plans and other contributions created by law, convention or agreement.

11. FORCE MAJEURE AND CAPABILITY RESTRICTIONS

11.1. Neither Party shall be liable to the other for non-performance of its obligations under this Agreement (other than an obligation to pay money), if and to the extent that such performance is or has been delayed, hindered, interfered with, curtailed or prevented as a direct consequence of a Force Majeure Event. If FCM's performance of a Contract is delayed, hindered, interfered with, curtailed or prevented by any Force Majeure Event for a period exceeding 30 days the Company on giving three (3) days' prior written notice to FCM, shall have the right to terminate the relevant Contract without payment of any compensation to FCM. This Agreement and all other Contracts that are not so affected by Force Majeure Events shall continue in full legal force and effect.

11.2. If for any reason beyond the reasonable control of FCM, including without limitation Force Majeure Events, there is a loss of capability in the STS Transfer System, or a loss of health and/or fitness in each case of FCM Personnel to undertake any STS Transfer ("**Loss of Capability**"), and consequently it is not possible, either temporarily or at all, to perform any STS Transfer, FCM shall make every endeavour to renew the capability as soon as possible but shall have no liability for any damages or delays arising as a result of this Loss of Capability provided that (i) exception made of the circumstances contemplated in Clause 2.5(b) of Attachment C, the Loss of Capability is not connected to the performance of services by FCM to other clients, and (ii) is notified by FCM to Company two (2) days prior to the commencement of the precise laycan time and date or, where such Loss of Capability arises later than this, within two (2) days of FCM being first aware of the Loss of Capability. In case of Loss of Capability, Company may cancel the relevant STS Transfer without being subject to any penalties or Claims thereof. Should Company not cancel the relevant STS Transfer, the STS Transfer Services will be rescheduled and performed by FCM in accordance with the terms of the original Contract as reasonably amended pursuant to the revised timings.

12. INDEMNITY, EXCLUSIONS, AND LIMITATION OF LIABILITY

12.1. Knock for knock on people and property

Subject to Clause 12.3, a Party and its Group (for the purpose of this Clause 12.1, the "**Indemnifying Party**") shall defend and indemnify and hold harmless the other Party and its Group against all Claims which the other Party and/or its Group may suffer, incur, or be put to in respect of:

- (a) loss or damage to any property (whether owned, hired, leased, or chartered) of the Indemnifying Party; and
- (b) personal injury, disease, or death to any Personnel of the Indemnifying Party that directly or indirectly arises out of or in connection with performance of this Agreement.

regardless of whether the other Party and/or its Group is claimed to be passively, concurrently, or actively negligent or at fault or otherwise, and regardless of whether or not liability may be imposed on them without fault.

12.2. Mutual exclusion of liability for Consequential Loss

Subject to Clauses 12.1 and 12.3, a Party and its Group (for the purpose of this Clause 12.2, the "**First Party**") shall not under any circumstance be liable to the other Party and its Group for the Consequential Loss of the other Party and/or its Group howsoever and whatsoever such Consequential Loss may be caused when arising from or connected with any performance or non-performance under this Agreement, including but not limited to where it is caused or occasioned by or attributable or contributed to by a breach of contract (including under an indemnity), warranty, representation, statement, guarantee, promise, statutory indemnity, tort (including without limit negligence, Gross Negligence and/or breach of statutory duty), strict liability or otherwise of the First Party.

12.3. Pollution Indemnity

The Company acknowledges that in entering into commercial arrangements with its counter-parties and insurers it has already assessed and addressed the pollution risk associated with these STS Transfer(s) including without limit STS Transfer Services, and the Company shall defend and indemnify and hold harmless each and all members of FCM Group against all Claims brought or sustained by each and/or all of Company Group (whether directly or by way of compensating others), and/or against all Claims brought or sustained by any third party claiming directly against each and/or all of FCM Group including without limit for:

- (a) personal injury or disease to or death of persons; or
- (b) damage to or destruction of property; or
- (c) loss of income or amenity; or
- (d) natural resource damage

arising from or connected with a threatened or actual discharge of oil or other pollutant and/or the cost of clear up thereof from any Tanker or other vessel(s), machinery or equipment involved in a STS Transfer regardless of whether it is claimed that each and/or all members of FCM Group are passively, concurrently or actively negligent or at fault or otherwise, and regardless of whether or not liability may be imposed on them without fault.

12.4. Limitation of Liability

- (a) Notwithstanding anything else in this Agreement to the contrary but subject to Clause 12.5, and excluding Clauses 12.2 and 12.3 in each case unless found to be unenforceable by any arbitral body or otherwise at law, each and all members of FCM Group's total cumulative liability arising under or in connection with a specific Contract under this Agreement, including liability for all Claims shall not in the aggregate exceed twice the fee for the STS Transfer in respect of which the liability arose ("**FCM Limitation of Liability**").
- (b) Over and above the FCM Limitation of Liability, the Company shall be responsible for and shall defend and indemnify and hold harmless each and all members of FCM Group and each of them for all and any Claim(s) brought or sustained by the Company Group (whether directly or by way of compensating others), and/or for all and any Claim(s) brought or sustained by any third party claiming directly against any member(s) of the FCM Group regardless of whether it is claimed that FCM, any Affiliate and/or any FCM Personnel are passively, concurrently or actively negligent or at fault or otherwise and regardless of whether or not liability may or may not be imposed upon them without fault.

12.5. No Exclusion or Limitation of Claims Not Permitted By Law

Notwithstanding any other provision in the Contract, nothing in this Agreement is intended or deemed to exclude or limit either party's and or its Group's liability for:

- (a) death or personal injury caused by the negligence of a party and/or by the negligence of any of their respective employees or agents; or for
- (b) fraud or fraudulent misrepresentation; or for
- (c) Wilful Misconduct;
- (d) any other Claims which the law does not permit a Party to exclude or limit.

13. ENTIRE AGREEMENT AND CONTRACT AMENDMENTS

13.1. Each Party on behalf of itself or its Affiliates, acknowledges and agrees with the other Party and its Affiliates that:

- (a) This Agreement together with any documents referred to in it, including any STS Nomination and Acceptance issued for STS Transfer Services, comprises the entire agreement between the Parties and supersedes and

extinguishes all prior representations (except those that are expressly set out in the Agreement), agreements and understandings between the Parties whether written or oral concerning the subject matter of the Agreement, or in consideration hereof, except that any prior representations, promises, assurance, warranty (whether made innocently or negligently), statements, agreements and or understandings between the Parties under which a Party owes any debt to the other Party shall remain legally enforceable, notwithstanding the existence of this Agreement, up to and including the date that the owed Party is in full receipt of the outstanding payment that credits and extinguishes such debt; and

- (b) in entering into this Agreement neither party has relied on any pre-contractual statement that is not expressly set out in the Agreement; and
- (c) the only rights and remedies arising out of or in connection with any pre-contractual statement shall be for breach of warranty, except where any representation is expressly set out in this Agreement.

13.2. This Agreement shall only be amended or varied if executed in writing by both Parties.

14. LAW AND ARBITRATION

14.1. This Agreement and any Contract shall be governed and construed in accordance with the laws of the Federative Republic of Brazil.

14.2. Any disputes (whether contractual or non-contractual) arising out of or in connection with this Agreement and any Contract shall be subject to the following dispute resolution process:

- (a) initially by means of informal negotiations between the directors of the Parties; and
- (b) if the Parties fail to resolve any such dispute(s) by informal negotiations under Clause 14.2(a) within a period of sixty (60) days (or any extended period of informal negotiations as the Parties may agree to in writing in advance of expiry of such initial 60-day period) from the date that either Party initially gives notice of dispute to the other Party, by arbitration with seat at Rio de Janeiro, in Portuguese language, under the Rules of Arbitration of the International Chamber of Commerce (ICC), by three (3) arbitrators appointed in accordance with the said rules. The decision of the arbitrators shall be final and without appeal to courts of any State, provided always that either Party may seek to enforce an arbitral award through the courts.

14.3. The arbitral proceedings, all submissions, evidence and awards shall remain confidential except where disclosure is required by law or to enforce an arbitral award.

15. ADDRESSES FOR REQUESTS FOR STS TRANSFER SERVICES AND OTHER NOTICES

15.1. Every notice or communication under this Agreement shall be given in writing and shall be delivered personally or, if delivered by any other means, shall solely be effective upon (i) proof of receipt of its content, and (ii) if mailed to the following addresses (or to any other address that either party has designated to the other in writing):

- (a) if to Company:
Name:
Address:
Phone:
E-mail:
- (b) if to FCM:
Name: Thiago dos Santos Ribeiro
Address: Avenida Feliciano Sodré, n.º 325, sala 302, Centro, Niterói
Phone: 22 998917898
E-mail: stsbrasil@fendercare.com; thiago.ribeiro@fendercare.com

16. CONFIDENTIALITY

- 16.1.** The Parties agree that they shall at all times (both during the term of this Agreement and after its termination) keep confidential, and shall not without the prior written consent of the other Party use or disclose to any third party, any Confidential Information of the disclosing Party (other than as permitted by the disclosing Party), unless such information: (i) was public knowledge at the time of disclosure; (ii) becomes public knowledge other than by breach of this Agreement; (iii) is agreed by the Parties not to be confidential or to be disclosable; or (iv) is required to be disclosed by law or by any order of any court of competent jurisdiction or any competent judicial, governmental, regulatory or supervisory body (including the rules of any listing authority, stock exchange or any regulatory or supervisory body) or by the laws or regulations of any country with jurisdiction over the affairs of the receiving Party or its Group.
- 16.2.** The receiving Party may use the disclosing Party's Confidential Information solely in the performance of its obligations and the exercise of its rights under this Agreement.
- 16.3.** All documents and other records (in whatever form) containing Confidential Information supplied to one Party to the other Party shall be returned promptly to disclosing Party on termination of this Agreement, and no copies shall be kept by the receiving Party.

17. PERSONAL DATA PROTECTION

- 17.1.** The Parties acknowledge that, due to this Agreement, they may process Personal Data and declare that, in the context of the performance of their contractual obligations, they shall comply with all legislation applicable to such processing, including, but not limited to the Brazilian General Data Protection Law.
- 17.1.1. The Parties acknowledge that each Party shall act as an independent controller of Personal Data unless otherwise expressly agreed in writing.
- 17.2. Processing Guidelines.** Each Party shall follow any reasonable instructions received from the other Party regarding the processing of Personal Data, with the sole objective of achieving the purposes directly related to the execution of this Agreement and the fulfillment of its contractual obligations, with the processing of Personal Data for any other purposes not related to this Agreement being forbidden.
- 17.3. Data Subject Guidelines.** If a data subject requests the exercise of any of its rights provided for in the applicable legislation, to the extent permitted by and subject always to applicable law, the relevant Party shall refrain from responding to the data subject directly and, subject to Clause 17.4, shall promptly inform the other Party in writing. The relevant Party shall assist the other Party to fulfill the data subject request when applicable.
- 17.4. Confidentiality of Personal Data.** Each Party, including its employees, shall treat all Personal Data as confidential, even if this Agreement may be terminated and regardless of the reasons that gave cause to its termination.
- 17.5. Governance and Security**
- (a)** Parties shall adopt all the information security tools, organizational and corporate governance measures that are necessary to protect Personal Data processed under this Agreement.
 - (b)** Parties declare and warrant that they have appropriate security and governance measures, processes, controls and policies in place for the protection of Personal Data, which meet the standards of good practice and governance and the general principles provided by law and other applicable regulatory standards.
- 17.6. Notifications.** Parties shall notify the other Party within forty-eight (48) hours (i) of any non-compliance of the legal provisions regarding Personal Data protection; (ii) of any breach of contractual obligations related to the processing of Personal Data; or (iii) of any exposures or threats related to compliance with Personal Data protection. Any Personal Data Breach shall be notified within 24 hours of discovery.
- 17.7. Liability.** Parties shall be liable for the processing of Personal Data carried out by their Group under this Agreement and shall keep the other Party harmless from any liabilities, damages or losses, direct and indirect, arising from any processing activity carried out in breach of this Agreement or of the applicable laws in the full amount of any losses and damages

suffered.

18. MISCELLANEOUS

- 18.1.** Except as otherwise stated herein, no waiver of any right under this Agreement will serve as a waiver of the same right at any future date.
- 18.2.** This Agreement or any right hereunder shall not be assigned or transferred by either Party without prior written consent of the other Party.
- 18.3.** If a provision of this Agreement is unenforceable under applicable law, that provision will be enforced to the maximum extent permitted by applicable law or deemed severed from the Agreement if unenforceable. The remaining provisions of this Agreement will continue in full force and effect.
- 18.4.** No member(s) of the FCM Group shall be under any obligation to sign or otherwise accept any indemnity or other terms and conditions presented by any master, owner, charterer or other third party prior to or in the course of the STS Transfer, nor shall they be liable for any loss or expense arising as a result of any refusal on their part to sign or otherwise accept the same. The Company undertakes to employ its best efforts to ensure that third parties involved or otherwise interested in the STS Transfer do not require any such indemnity or terms and conditions to be accepted by any member(s) of the FCM Group. In any case, the signature of any such indemnity or terms by FCM, shall not prejudice FCM's rights and remedies under this Agreement.
- 18.5.** At any time prior to or after FCM Group mobilisation for any STS Transfer, FCM reserves the right for whatsoever reason to require any Tanker master, for and on behalf of him/herself and the Tanker owner, operators, demise charterers and ship managers, involved in any STS Transfer to sign and return to FCM its Appendix A – Pre-STs 'Ship Standard Questionnaire' in the standard form received from or on behalf of FCM ("FCM Questionnaire"). Where FCM exercises in writing to Company its right under this Clause 18.5 to receive an FCM Questionnaire, FCM's receipt of an FCM Questionnaire shall be deemed a condition precedent to FCM's performance of the STS Transfer Services. Where this condition precedent is not satisfied prior to or after FCM Group mobilisation for any STS Transfer, FCM may terminate, suspend or postpone the relevant STS Transfer operation with immediate effect without any liability to Company Group.
- 18.6.** The remedies provided for in this Agreement are the sole and exclusive remedies provided to Company by FCM and Company hereby waives all other rights and remedies available at law.
- 18.7. Non-Exclusivity.** The Company is allowed to procure services relating to STS Transfers from companies other than FCM. FCM is allowed to supply services relating to STS Transfer and STS Transfer Services to companies or legal entities other than the Company.

19. TRADE CONTROLS CLAUSE

19.1. End use restrictions

- 19.1.1** The Company agrees that it will comply with Applicable Trade Controls Laws in relation to any goods, services (including STS Transfer Services) or other items provided by FCM under this Contract.
- 19.1.2** The Company shall at all times ensure that no commodities, software or technical data of U.S., Australia, U.K., Canadian or EU origin or otherwise subject to the export controls laws of these jurisdictions will be sold, exported, re-exported, transmitted, transferred, retransferred or used except in compliance with all applicable government requirements.
- 19.1.3** The Company represents and warrants that:
- (a)** It is not organised under the laws of, or located, operating or ordinarily resident in, a Sanctioned Country;
 - (b)** It is not part of nor owned or controlled by the government of a Sanctioned Country;

- (c) Neither it, nor any Related Body Corporate, nor any directors, officers or employees of the Company, is a Restricted Party;
- (d) No Tanker involved in any STS Transfer is a Restricted Party;
- (e) No Cargo involved in any STS Transfer originates from any Sanctioned Country;
- (f) It will not take any actions that cause it to become a Restricted Party or otherwise to become sanctioned, restricted or designated under Applicable Trade Controls Laws during the term of this Contract, and it will promptly inform FCM in the event it becomes so sanctioned, restricted or designated.

19.1.4 The Company must upon request by FCM provide written certification that it has complied with all Applicable Trade Controls Laws including, where requested, by providing an end-use certificate for any product, service or other item provided by FCM.

19.1.5 Nothing in this Contract requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.

19.2. Audit

The Company shall, upon request, permit FCM to audit, examine and inspect any books, financial records, property or location under the supervision, direction or control of the Company (including, but not limited to, the Company's transactions with third parties in connection with this Contract or any goods, services or other items provided by FCM) as necessary for the verification of compliance with the Company's representations, warranties and undertakings under clause 19.1, except to the extent prohibited under applicable competition or anti-trust laws.

20. DEFINITIONS AND INTERPRETATION APPLICABLE TO THIS AGREEMENT

20.1. The following definitions and interpretation clauses form part of this Agreement:

Acceptance / Accept	As defined at Clause 5 of this Agreement.
Affiliate	Shall mean any company (other than FCM or the Company) which (i) is directly or indirectly Controlled in full or in part by FCM or the Company; or (ii) which directly or indirectly Controls in full or in part FCM or the Company; or (iii) which is under the direct or indirect Control in full or in part of a company which directly or indirectly Controls in full or in part FCM or the Company.
Agreement	Shall mean this Agreement for Supply of STS Transfer Services entered into between the Parties.
ANP	Shall mean the National Agency of Petroleum, Natural Gas and Biofuels.
Applicable Trade Controls Laws	Means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, Canada, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations.
Authorizations	Shall mean any and all licenses, registrations, authorizations, certificates, and documents issued by Competent Authorities.
Brazilian General Data Protection Law	Shall mean Law No. 13.709/2018.
Cargo	Shall mean Crude Petroleum and/or its products, LNG, LPG, or any other cargo required to be transferred by the Company and which is Accepted by FCM.
CDI	Shall mean the Chemical Distribution Institute.
Claim(s)	Shall mean all actions, claims, demands, proceedings, damages, awards, payments, losses, costs, expenses, penalties, fines, compensation or other liabilities, legal and or professional costs and or expenses, and in case of each and all of the foregoing any interest thereon and howsoever and whatsoever arising from or connected with any performance or non-performance under this Agreement, including but not limited to where caused or occasioned by or attributable or contributed to a breach of contract (including under an indemnity), warranty, representation, statement, guarantee, promise, statutory indemnity, tort (including without limit negligence, Gross Negligence and/or breach of statutory duty), strict liability, wilful misconduct or otherwise.
Company	Shall mean [...], the legal entity named as party to this Agreement.
Company Group	Shall mean: (a) Company; and

	(b) Company's client or client's client (of any tier) whether or not one or more is named in the STS Nomination; and (c) Company's Personnel; and (d) any Company Affiliate(s), its co-venturers; and (e) any contractor (of any tier) but excluding any member(s) of the FCM Group; but in case of (a) to (d) inclusive shall exclude any member(s) of the FCM Group.
Competent Authorities	Shall mean any port authorities, federal, State, and municipal public authorities imposing rules and regulations applicable to the performance of the STS Transfer, the Parties or this Agreement.
Confidential Information	Shall mean all information disclosed between the Parties, its employees, officers or representatives, in any media or form, under the scope of this Agreement, including without limitation trade secrets and information of commercial value.
Consequential Loss	Shall mean any loss of anticipated profits; loss of profits; loss of anticipated revenue; loss of revenue; loss of bargain; reduction in turnover; loss of Cargo; loss of use of property, plant or equipment; downtime costs; and, (i) whether or not expressly included in this definition, and (ii) in case of each foregoing head of loss, any indirect, special, incidental or other consequential loss or damages sustained by a party and whether or not such loss(es) were foreseeable at the date of the Contract.
Contract	Shall mean the provisions of this Agreement combined with the provisions of an STS Nomination duly Accepted in writing by FCM. The Contract is binding to the Parties and refers solely to the STS Transfer(s) under the relevant STS Nomination and Acceptance.
Control	"Control" shall mean owning more than fifty percent (50%) of the voting rights in a legal entity. "Controls", "Controlled by" and other derivatives expressions shall be construed accordingly.
CTF/APP	Shall mean the Federal Technical Registry of Potentially Polluting Activities and Users of Environmental Resources.
DPC	Shall mean the Directorate of Ports and Coasts.
Effective Date	Shall have the meaning set out in the preamble of this Agreement.
ETA	Shall mean the estimated time of arrival of a Tanker.
EU Member States	Shall mean Member States of the European Union.
FCM	Shall mean the Fendercare Serviços Marinhos do Brasil Ltda., the legal entity named as party to this Agreement.
FCM Group	Shall mean: (a) FCM; and (b) FCM's subcontractors (of any tier), including any STS Superintendent(s); and (c) FCM's Personnel; and (d) any FCM Affiliate or its subcontractors (of any tier); but in case of (a) to (d) inclusive excluding any member(s) of the Company Group.
FCM Limitation of Liability	Shall have the meaning attributed to it in Clause 12.4 of this Agreement.
FCM Questionnaire	Shall have the meaning attributed to it in Clause 18.5 of this Agreement.
Force Majeure Event	Shall mean an act of God or force majeure as defined under article 393 of the Brazilian Civil Code.
Free Time	Shall mean the amount of time allowed against any lump sum fee payable under a Contract, as defined in Clause 3.1 of Attachment C.
Gross Negligence	Shall mean a conscious and voluntary disregard of a known and significant risk which is likely to result in serious damage.
IBAMA	Shall mean the Brazilian Institute of Environment and Natural Resources.
ICS	Shall mean the International Chamber of Shipping.
Indirect Taxes	Shall mean any of the following: (a) value added tax; (b) goods and services tax; or (c) sales tax or similar levy.
ITOPF	Shall mean the International Tanker Pollution Federation.
JPO	Shall mean Joint Plan of Operations.
Loss of Capability	Shall have the meaning attributed to it in Clause 11.2 of this Agreement.
LSV	Shall mean Lightering Support Vessel.
MSDS	Shall mean Material Safety Data Sheet.
NOR	Shall mean notice of readiness.
OCIMF	Shall mean the Oil Companies International Marine Forum.
OSR	Shall mean Oil Spill Response.

Party(ies)	Shall mean individually FCM or Company, and Parties shall mean collectively FCM and Company.
Personnel	Shall mean any employees, agents, representatives, consultants, directors, officers, or other persons acting for and on behalf of a Party, its subcontractors (of any tier), its Affiliate(s) and the Affiliate(s)' subcontractors (of any tier); but excluding the Personnel of the other Party.
Personal Data	Shall mean information related to identified or identifiable natural persons.
Pilotage Services	The provision of pilotage assistance to the master of a Tanker involved in the STS Transfer for the purpose of navigating the Tanker to and from the STS Location where the STS Transfer will take place.
POAC	Shall mean the Person in Overall Advisory Control.
PPE	Shall mean Personal Protective Equipment.
RFQ	Shall mean a request for quotation of STS Services submitted by the Company to FCM.
Related Body Corporate	Means in respect of a legal entity, any legal entity directly or indirectly controlling, controlled by, or under common control with that legal entity, through: (i) ownership of 50% or more of issued equity; or (ii) control over the composition of the board of directors or voting stock, or otherwise, control over the day-to-day operations of the entity.
Restricted Party	Means any person, entity, governmental body, organization or vessel/aircraft that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Unverified List, Denied Persons List, Debarred List, the Australian Consolidated List, the UK Sanctions List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.
Sanctioned Country	Means any country or territory against which comprehensive sanctions are imposed by Australia, the United States, the United Kingdom, Canada, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the activities undertaken in connection with this Contract. As at the date of these T&Cs, Sanctioned Countries include Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia regions of Ukraine.
SIGTTO	Shall mean the Society of International Gas Tanker and Terminal Operators.
STS	Shall mean Ship to Ship.
STS Location	Shall mean the location of any STS Transfer area as stated in the applicable STS Nomination, which shall mandatorily be within the coordinates established in Attachment B.
STS Nomination	Shall mean an e-mail or other written request by Company for STS Transfer Services for any given STS Transfer, as defined in Clause 4.1, which, if Accepted by FCM in accordance with the terms of this Agreement, forms a Contract.
STS Superintendent	Shall mean an employee or agent of FCM, or a consultant or consultants, who shall be qualified to the required industry standards, engaged by FCM to provide advisory services and offshore co-ordination of an STS Transfer or Pilotage Services for the purpose of an STS Transfer on behalf of FCM in connection with this Agreement.
STS Transfer Guide	The latest edition at the time in question of the International Chamber of Shipping/Oil Companies International Marine Forum "Ship to Ship Transfer Guide", for Petroleum or Gas, as applicable to the STS Transfer Services in question.
STS Transfer System	The STS Transfer System which FCM proposes to operate at the STS Location for any given STS Transfer consists of the equipment and/or any support craft described in Attachment C.
STS Transfer Services	Shall mean the provision by FCM of: (i) the STS Transfer System, if specified in the STS Nomination; (ii) all planning, co-ordination and services required for the performance of the STS Transfer; (iii) a suitably trained STS Superintendent(s), if specified in the STS Nomination, to act in an advisory capacity to the masters of any Tankers involved in the STS Transfer; (iv) Pilotage Services associated with the STS Transfer.
STCW	Shall mean the Standards of Training, Certification, and Watchkeeping for Seafarers.
Support Craft	The vessel(s) used to support the delivery and re-delivery of the STS Transfer System to the STS Location. Except where local regulations require otherwise, the Support Craft will not remain at the STS Location throughout the STS Transfer, unless FCM decides in its sole discretion that it will.
Tanker(s)	Shall mean all marine vessel(s) that carry Cargo that may be transferred or that receives the Cargo by means of a STS Transfer.
Tax(es)	Shall mean any tax, levy, impost, duty, contribution or other charge or withholding of a similar nature, including (without limitation) any excise, property, value added, sales, use, occupation, transfer, franchise and payroll taxes and any national insurance or other contributions or payments for social security, social funds, unemployment compensation insurance, health insurance funds, and disability insurance, together with any penalty or interest payable in connection with any failure to pay or any delay in paying any of the foregoing or any late or incorrect return in respect of any of them.
Tax Authority	Shall mean any taxing or other authority, (in any jurisdiction) which is competent to impose any Tax liability, or assess or collect any Tax, or require the provision of any information in relation to Tax.
Transfer or STS Transfer	Shall mean any transshipment operation of Cargo, provided by FCM, between Tankers and made fast alongside each other, for the purpose of provision of STS Transfer Services under a Contract.

General meanings and interpretations	Any reference in this Agreement to a day, month, quarter or year shall unless the context otherwise requires be to a calendar day, calendar month, calendar quarter or calendar year. In this Agreement any reference to the singular shall be constructed as including the plural and any reference to the plural shall be constructed as including the singular. A reference to any statute, enactment, ordinance, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation, or instrument as amended by any subsequent statute, enactment, order, regulation, or instrument or as contained in any subsequent re-enactment thereof. Any reference in this Agreement to “vessel(s)” shall be deemed to be succeeded by “including any Tanker(s)”. Any Contract resulting from any FCM’s Acceptance of any STS Nomination shall be deemed to incorporate and be subject to the terms of this Agreement, including Attachments A, B and C (which shall form an integral part of this Agreement and any Contract) to the exclusion of all other term(s) that Company, any Company Affiliate or any third party may seek to apply.
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SIGNATORIES	
This Agreement is signed hereunder by an authorised representative of each party as follows:	
COMPANY SIGNATURES	FCM SIGNATURES
For [...] on its own behalf or for and on behalf of any Company Affiliate named in any STS Nomination as the contracting entity.	For FENDERCARE SERVIÇOS MARINHOS DO BRASIL LTDA.
<u>Signature of authorised representative</u>	<u>Signature of authorised representative</u>
<u>Date</u>	<u>Date</u>
<u>Print Name</u>	<u>Print Name</u>
<u>Position</u>	<u>Position</u>

Attachment A – Commercial Terms

Attachment B – Operational Site

STS Support Operations shall be performed in either of the following Transshipment Areas:

AREA	PONTO/VERRICE	LATITUDE	LONGITUDE
AREA 1 SP-SANTOS	A	25°11'29.508"S	46° 49'08.364"
	B	25°01'09.876"S	46° 20'52.008"
	C	25°01'51.024"S	46° 14'36.384"
	D	24°56'16.584"S	45° 52'28.920"
	E	25°08'22.056"S	45° 42'01.188"W
	F	25°21'34.452"S	45° 27'43.632"
	G	25°28'10.632"S	45° 39'13.104"
AREA 2 SP-SANTOS	A	25°31'09.063"S	47° 11'15.823"
	B	25°05'11.688"S	46° 48'03.060"W
	C	25°07'15.168"S	46° 37'40.476"
	D	25°1' 20.172"S	46° 20'52.008"
	E	25°2' 01.320"S	46° 14'56.976"
	F	25°16'10.308"S	46° 09'22.536"W
	G	25°20'43.008"S	46° 26' 36.744"
	H	25°28'00.336"S	46° 38'52.512"
	I	25°47' S	46° 54'44.388"

Attachment C – Technical Scope

1. Scope of Work

1.1. Under the STS permissions granted to Fendercare by relevant Authorities, Fendercare shall provide STS Transfer Services during the STS Transfer Period to support activities to STS offshore oil offloading operations in accordance with the latest industry guidance at the time in question contained in the OCIMF / SIGTTO / CDI / ICS 'Ship to Ship Transfer Guide' for Petroleum Chemicals and Liquefied Gases.

1.2. FENDERCARE shall:

(a) Provide two STS Superintendents or POAC for Marpol Annex 1 cargoes Ship to Ship Transfer. Both STS Superintendents shall meet the requirements of the POAC.

(b) Provide a support craft (Lightering Support Vessel - LSV), manned, operated, inspected and certified to the standard required by the Flag State and any regulations applicable in the area in which it operates. Such support craft shall have been inspected against industry standards for offshore vessels of that type within the last twelve months.

(c) Provide Fenders

The Fenders shall comply with ISO 17357 standard or other standard at least equivalent to ISO 17357. The Tanker(s) should be provided with fenders (primary and secondary). These fenders should be capable of withstanding the anticipated berthing energies and should be able to distribute the forces evenly over the appropriate area of the hulls of both Tankers. It is recommended that fenders constructed to ISO 17357 should be used. Industry best practice is that the safety valve on pneumatic fenders is inspected at intervals not exceeding two years and a certificate provided by a competent authority to demonstrate this.

The Fenders shall be 4 pieces Primary Yokohama (or equivalent) 4.5m x 9.0m, 2 pieces Secondary Yokohama (or equivalent) 1.5m x 3.0m.

Prior to starting the STS Transfer, the masters of the Tankers should exchange information concerning the availability, readiness and compatibility of the equipment to be used in the operation.

(d) Provide Hoses

The hoses used for the STS Transfer of crude oils or petroleum products should be specially designed and constructed for the product being handled and the purpose for which they are being used. Hoses used should comply with industry standards for STS Cargo Transfer and OCIMF guidelines with regard to their handling, inspection and testing. The hoses shall consist of 3 hose strings with sets composed by 3 x 12" 9,1 meters pieces (or similar) formed into three strings. A set of spare hoses must be available for replacement as soon as reasonably practicable.

Hose strings should be pressure tested at regular intervals on a risk-based frequency prior to STS operations, to ensure leak prevention. Industry best practice is that STS hoses are inspected, and pressure tested at intervals not exceeding 1 year and a certificate provided by a competent authority to demonstrate this.

(e) Provide a full set of high elasticity Nylon Mooring grommets to avoid shock loading on mooring lines. The sets will be composed by but not limited to: wire slings, endless slings (Amsteel Blue), Mandal shackles and grommets, all fitted with appropriate protections. The grommets will have a minimum breaking load of approximately 1600 kN. The grommets should also be supplied with wire, or suitably protected, HMPE tails to prevent chafing.

The Nylon Grommets will be either 11m or 15m, as per mooring plan and the available distance between the chocks of the two vessels for the mooring lines in question.

Sufficient Nylon Grommets to be able to moor with a minimum of:

6 headlines - total

2 forward springs - total

2 aft springs - total

4 stern lines - total

- (f) Provide sufficient, compliant, Oil Spill Response (OSR) equipment on the LSV to meet the permit requirements of IBAMA.
- (g) Subscribe to a prediction service providing accurate wave and wind data for the area of operation from 72 hours before the scheduled commencement of manoeuvres until completion of the Transfer, sending copies of the forecasts at intervals of twelve hours to the Company and to both vessels.
- (h) Possess licensing with appropriate Brazilian authorities for the execution of the STS Transfer are under FENDERCARE responsibility.
- (i) Allow presence of representatives from the Company on board the LSV during the STS Transfer upon request.
- (j) Prior to commencement of the STS Transfer, the masters of the Tankers should exchange information concerning the availability, readiness and compatibility of the equipment to be used in the operation.

2. STS Nomination

- 2.1. STS Nominations will be sent by Company to FCM via stsbrasil@fendercare.com no less than 15 (fifteen) days before the first day of the 5-day laycan window proposed by Company.
- 2.2. FCM shall respond within 48 hours from the receipt of Company's STS Nomination, either declining or accepting the STS Nomination.
- 2.3. Company will provide a narrowed 2-day laycan window 5 (five) days before the intended start of the operation, which should be within the original 5-day laycan provided by Company.
- 2.4. The following details shall be provided by the Company with the STS Nomination:
 - (a) Discharging Vessel;
 - (b) Receiving Vessel;
 - (c) Laycan;
 - (d) Cargo detail;
 - (e) Volume; and
 - (f) Any other information reasonably required by FCM.
- 2.5. When the Company nominates a Transfer window and FCM accepts the nominated window, FCM will ensure that the Company shall receive its STS Transfer in this window except:
 - (a) as otherwise stated in the Agreement, including any event within Clause 11 of the Agreement; or
 - (b) if due to a weather delay or any other reason beyond FCM's control there is a STS transfer (regardless of who it is with) already in progress within Company's window in which case FCM will ensure that the Company's STS Transfer takes place immediately after completion of the STS transfer in progress. In this instance, FCM shall undertake to start Free Time only from the time that FCM vessel has cleared other STS Transfers and is available at the STS Location to service the Company's STS Transfers and the Company undertakes that it shall not make any claim of offset on fees for any delay arising to the Company's Tankers or the Company's operation.

3. Free Time

- 3.1. The Free Time shall be the narrowed 2-day laycan provided by Company, starting at 0600, local time, or as per NOR issued by FCM's Support Craft at the designated STS Area or the nearest port, if waiting for operational conditions outside of FCM control, such as the arrival of Tankers or improvement of weather conditions.
- 3.2. The time shall run continuously, and shall not be affected by any weather delays or any other incident or event except for a breakdown of the STS Transfer System caused by FCM, until the operation is completed and both Tankers are clear to navigate.

4. Vetting

- 4.1. Company shall provide the following documents and information for the vetting and compatibility assessment for STS Transfer between the Tankers. This shall be provided prior to or at the time of any STS Nomination.
 - (a) Receiving Vessel
 - (i) ITOL Questionnaire;
 - (ii) Mooring Diagrams or Plans;
 - (iii) Q88;
 - (iv) Crew list;
 - (v) CLC Certs for Cargo & "Bunkers"; and
 - (vi) P&I Certs.
 - (b) Discharging Vessel
 - (i) ITOL STBL Questionnaire ;
 - (ii) Mooring Diagrams or Plans ;
 - (iii) Q88 ;
 - (iv) Crew list;
 - (v) CLC Certs for Cargo & "Bunkers";
 - (vi) P&I Certs;
 - (vii) Cargo name;
 - (viii) Cargo volume on board;
 - (ix) Cargo volume to be transferred; and
 - (x) Cargo MSDS/FISPO.
- 4.2. FCM will inform Company the result of the compatibility assessment of the vessels for a STS Operation within 24 hours of receiving all required documents.
- 4.3. Company accepts and agrees that the crew of both Tankers are required to assist during the maneuvering of fenders, hoses and mooring lines as guided by the STS Superintendent, without any charge or cost to FCM.

5. Weather parameters and Safety

- 5.1. FCM shall ensure that all vessels that will take part in the STS Transfer receive weather forecasts no later than 72h, 48h, 24h and 12h prior to the STS Transfer. FCM will continue to analyse and monitor weather forecasts during the STS Transfer.
- 5.2. Subject to Clause 5.3 of this Attachment C, FCM shall advise the masters of the Tankers not to start or to interrupted an STS Transfer if the following weather conditions are observed:
 - (a) During vessel approach and mooring operations:
 - (i) Mean wind speed exceeds 25 knots; or
 - (ii) The height of overall waves (Hs) exceeds 2.5 metres; or
 - (iii) The time period of swell (Tp) exceeds 12 second; or
 - (iv) Visibility is less than 1 mile.
 - (b) When alongside / during cargo operations:
 - (i) Mean wind speed exceeds 35 knots; or
 - (ii) The height of overall waves (Hs) exceeds 3.0 metres; or

- (iii) The time period of the swell (Tp) exceeds 12 seconds; or
- (iv) Visibility is less than 1 miles (except when at anchor).

(c) For similar sized vessels (during vessel approach and mooring operations):

- (i) Mean wind speed exceeds 20 knots; or
- (ii) height of overall waves (Hs) exceeds 2 metres; or
- (iii) The time period of swell (Tp) exceeds 10 seconds; or
- (iv) Visibility is less than 1 mile.

- In this case STS Transfer must only take place in daylight hours (unless agreed with the FCM Operations Coordinator)

(d) For similar sized vessels (when alongside / during cargo operations):

- (i) Mean wind speed exceeds 20 knots; or
- (ii) The height of overall waves (Hs) exceeds 2 metres; or
- (iii) The time period of the swell (Tp) exceeds 10 seconds; or
- (iv) Visibility is less than 1 miles (except when at anchor).

5.3. Subject to Clause 2.2 of the Agreement, besides the maximum weather conditions mentioned above, STS Superintendent and the masters of the Tankers have the authority to analyse, discuss and reduce acceptable weather parameters, as per weather conditions observed *in situ*.