

EVIDENCE OF COVER

We confirm that **QatarEnergy** as Principal and/or **M/s.**, as Main contractor are insured with us under the Floater Policy No. 2022001741 as per following details:

POLICY NUMBER	2022001741/0/	
POLICY TYPE	Project Specific Third Party Liability Insurance – Offshore Liability	
COVERAGE	Indemnity in respect of legal or other liabilities resulting from death of and / or bodily injury to third parties and / or loss of or damage to third party property arising out of or in execution of the Insured Contract work at Project site	
INSURED	<ol style="list-style-type: none"> 1. QatarEnergy and/or Associated and/or Subsidiary Companies and/or QatarEnergy affiliate and/or QatarEnergy co-ventures (As Principal Insured) 2. Contractors and/or Sub-Contractors of any tier 3. Suppliers and/or Consultants in respect of their manual on site activities only. 4. Any other parties with a financial interest in the Contract(s) Insured hereunder. 	
CONTRACT PERIOD	From --/--/20-- to --/--/20-- (Both days inclusive) (subject to no known or reported losses from --/--/20-- to ---/--/20-- if applicable)	
CONTRACT DETAILS	Contract No.: Title:	
ESTIMATED CONTRACT VALUE	QAR	
LIMIT OF LIABILITY	(a) accidental bodily injury to or illness of third parties (whether fatal or not) (b) accidental loss of or damage to property belonging to third parties	Maximum limit: QAR 10,000,000 any one occurrence for Public Liability but in the aggregate in respect of Pollution and Products Liability for the Project period
	Principal’s Existing and Surrounding Property (Sub Limit)	Maximum limit: QAR 5,000,000 any one occurrence
	Defense Costs are allowed in addition to the Limit of Liability subject to approval by the Insurer	
DEDUCTIBLE	QAR 50,000 any one occurrence in respect of property damage only	

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CLAIMS NOTIFICATION	claims@alkoot.com.qa
TERRITORIAL LIMITS	State of Qatar (Onshore & Offshore)
LAW & JURISDICTION	Competent Courts of State of Qatar
CONDITIONS	<ol style="list-style-type: none"> 1. Notice of claim 2. Prevention of further claims 3. Inspection and investigation 4. War and Terrorism Exclusion Endorsement 5. Institute Radioactive contamination, chemical, biological biochemical and electromagnetic weapons Exclusion clause 6. Cyber and Data Total Exception clause – as attached 7. Sanction limitation and exclusion clause 8. Endorsement containing Energy Exclusions – LSW 244 (5/91) Amended 9. Coronavirus Exclusion LMA5391 – as attached 10. Communicable Disease Endorsement LMA5396 – as attached 11. Infectious Epidemics/Pandemics Exclusion – as attached <p>All Other conditions are as per Al Koot Insurance & Reinsurance Company Policy No. 2022001741</p>
EXCLUSIONS	As per the annexure attached herewith
PREMIUM	As agreed
<p>This EOC is issued as evidence that insurance has been effected as per our Standard Policy Wording and does not purport to show full terms and conditions of coverage nor vary them in any way. The terms and conditions of the insurance policy shall prevail in the event of any inconsistency between this Evidence of Cover and the policy.</p>	

Signed at Doha this _____

For and on behalf of
Al Koot Insurance & Reinsurance Co., P.J.S.C

Signature: _____
 Date: _____

ANNEXURE ATTACHED TO AND FORMING PART OF EOC NO. 2022001741/0/

III. EXCLUSIONS

This Section does not apply to any actual or alleged liability:-

1. arising out of an accident, claim, potential claim, circumstance or loss discovered in respect of which the Insured either has given notice to the insurers of any other insurance before the inception date or where such notice is treated by any insurers as received by such insurers before the inception date;
2. arising out of an event which commences prior to the retroactive date;
3. arising out of a breach of contract;
4. (a) arising out of Occupational Disease;
- (b) arising under any workers' compensation, unemployment compensation or disability laws, statutes, or regulations;
- (c) for Employers Liability where the claim is made or the injury took place in any state(s) where the Insured is a non-participant or non-subscriber to regular programmes established by that state's workers' compensation, unemployment compensation or disability laws, statutes, or regulations; provided however, that this exclusion does not apply to liability of a third party assumed by the Insured under an indemnification contract;
- (d) which any Insured may have to its own employee arising out of the actions or omissions of another of its own employees;
5. arising out of any act, error or omission of the Insured, or any other person or entity for whose acts, errors or omissions the Insured is legally liable in respect of the Insured's Employee Benefits including, without limitation, liability under the Employment Retirement Income Security Act of 1974, as amended;

As used in this exclusion, the term "Employee Benefits" includes, without limitation, Group Life Insurance, Group Accident or Health Insurance, Profit-Sharing Plans, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation, Unemployment Insurance, Social Security and Disability Benefits Insurance.

6. for discrimination or humiliation;
7. for Property Damage to property:
 - (a) owned, leased, rented or occupied by the Insured;
 - (b) in the care, custody or control of the Insured;
8. for Property Damage to the Insured's products arising out of such products or any part of such products;

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9. for Property Damage to property worked on by or on behalf of the Insured arising out of such work or any portion thereof, or out of material, parts or equipment furnished in connection therewith, except in respect of excess liabilities arising out of construction projects separately insured;
10. for the withdrawal, recall, return, inspection, repair, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part;
11. for fines, penalties, punitive damages, exemplary damages, or any additional damages resulting from the multiplication of compensatory damages;
12. for Advertising Injury arising out of:-
 - (a) failure to perform under any contract;
 - (b) infringement of trademark, patent, service mark or trade name, other than copyright, titles or slogans;
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
 - (d) unfair competition;
13. for Bodily Injury, Personal Injury, Property Damage and/or Advertising Injury directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening;

This exclusion shall not apply where all of the following conditions are shown by the Insured to have been met:-

- (a) the seepage, pollution or contamination was caused by an event; and
- (b) the event first commenced on an identified specific date during the period; and
- (c) the event was first discovered by the Insured within 5 days of such first commencement; and
- (d) written notification of the event was first received from the Insured by Insurers within 90 days of the Insured's first discovery of the event; and
- (e) the event did not result from the Insured's intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions a) to e) are satisfied, this Section does **not** apply to any actual or alleged liability:-

- (i) to evaluate, control, remove, nullify and/or clean up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by any statute, rule, ordinance, regulation or imposed by contract;

- (ii) to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- (iii) for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Insured, or which is or was, at any time, in the care, custody or control of any Insured (including the soil, minerals, water or any other substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control);
- (iv) in respect of any seepage, pollution or contamination which is directly caused by or arises out of the drilling of, production from, servicing of, operation of, ownership of or participation in wells or holes;
14. Arising out of the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances, or arising out of such waste materials during transportation;
15. directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, except in respect of accidents taking place in the United States of America, its territories, possessions, or Canada;
16. Not excluded by 15. above, as a result of the use of the Insured's products insofar as they are used in connection with war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or deliberate destruction of or deliberate damage to property;
17. Arising out of Aviation products;
- 18.
- a) arising out of an Insured's capacity, duty or responsibility as an officer, director or trustee of a corporation by reason of any breach of fiduciary duty or improper conduct or conflict of interest in the performance of an Insured's duties, responsibilities or accountability as an officer, director or trustee, including without limitation, any actual or alleged misstatement, misleading statement, gain of personal profit or advantage to which the Insured was or is not entitled legally, any dishonest act, or bad faith conduct, in the Insured's capacity as an officer, director or trustee, or with respect to the capital, assets or securities of the corporation, or any action taken beyond the scope of the Insured's authority as an officer, director or trustee;
- b) arising out of any violation of any federal or state law regulating, controlling or governing stock bonds or securities of any type or nature, including without limitation, liability under The Securities Act of 1933, The Securities Exchange Act of 1934, The Trust Indenture Act of 1939, The Public Utility Holding Company Act of 1935, The Investment Company Act of 1940, The Investment Advisers Act of 1940, and the so called "Blue Sky" laws of the various states or other jurisdiction;

- c) of any officer, director or trustee arising out of a shareholder's derivative action
- d) which would be payable under the terms of a Directors and Officers Liability Insurance Policy or a Directors and Company Reimbursement Indemnity Policy of the type issued by insurance companies in the United States of America, as if any Insured had obtained such coverage in an amount sufficient to pay the full amount being claimed against any Insured and any defence thereof, whether or not any Insured has obtained such coverage
- 19.
- a) arising out of any violation of any federal or state law regulating, controlling or governing antitrust or the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices or conspiracies in trade and commerce including, without limitation, the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, the Hart-Scott-Rodino Antitrust Improvements Act and the Racketeer Influenced And Corrupt Organisation Act;
- b) arising out of any claim made by or on behalf of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the Resolution Trust Company, any other depository insurance corporation, the Comptroller of the Currency, the Federal Home Loan Bank board or any other federal or state bank regulatory agency, in its capacity as regulator, receiver, conservator, liquidator, shareholder, successor in interest or assignee of the Insured, whether such claim is brought in the name of such agency or by or on behalf of such agency in the name of any other person
- c) arising out of or contributed to by the dishonesty, infidelity or fraud of any Insured
20. for any act, negligence, error or omission, malpractice or mistake arising out of professional services, committed or alleged to have been committed by or on behalf of the Insured in the conduct of any of the Insured's business activities. "professional services" in this exclusion means the providing of or approval of opinions, advice, audits, reports, surveys, maps, plans, designs or specifications and supervisory, inspection, legal, medical, accounting, actuarial, architectural, insurance, investment or data processing services;
21. for Bodily Injury, Personal Injury, Property Damage and/or Advertising Injury directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; benzene; lead; talc; dioxin; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof;
22. for Bodily Injury, Personal Injury, Property Damage and/or Advertising Injury in the nature of:- hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, carpal tunnel syndrome;
23. for the Insured's failure to supply or from fluctuations in supply of any oil, gas, electricity, chemicals, products, materials or services.

Nothing contained in the above exclusions shall extend this Section to cover any liability which would not have been covered had these exclusions not been incorporated herein.

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ENDORSEMENT CONTAINING ENERGY EXCLUSIONS - LSW 244 (5/91) AMENDED

Notwithstanding anything to the contrary contained in this Section, it is hereby understood and agreed that this Section shall not apply to any actual or alleged liability for:-

1. LOSS OF WELL OR HOLE

- (a) Loss of or damage to any well or hole:
- (i) Which is being drilled or worked over by or on behalf of the Insured,
 (ii) In connection with which the Insured has provided services, equipment or materials,
- (b) any cost or expense incurred in, or incidental to redrilling or restoring any such well or hole or any substitute well or hole;

2. IN-HOLE EQUIPMENT

loss of or damage to any drilling tool, pipe, collar, casing, bit, pump, drilling or well servicing machinery or any other equipment while it is below the surface of the earth in any well or hole:

- (a) Which is being drilled or worked over by or on behalf of the Insured,
 (b) In connection with which the Insured has provided services, equipment or materials;

3. COST OF CONTROL

Any costs or expenses incurred in, or incidental to:

- (a) Controlling or bringing under control any wells or holes,
 (b) extinguishing fire in or from any wells or holes,
 (c) drilling relief wells or holes, whether or not the relief wells or holes are successful;

4. SUB-SURFACE OPERATIONS

Damage to, loss of or loss of use of property resulting from subsidence caused by sub-surface operations of the Insured;

5. UNDERGROUND RESOURCES

Loss of or damage to sub-surface oil, gas, water, or other substance or material, or the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material, or the cost or expense incurred or rendered necessary to prevent or minimize such loss or damage;

6. CO-OWNER

Damages to any co-owner of a working interest with respect to such working interest. As used in this exclusion, the term "co-owner of a working interest" means any person or entity working with the Insured, a co-owner, joint venture or mining partner in mineral properties who participates in the operating expense of such properties or revenues therefrom, or who has the right to participate in the control, development or operation of such properties.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CYBER AND DATA TOTAL EXCEPTION

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, fees, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (1.1) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
 - (1.2) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exception supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Company allege that by reason of this exception that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
6. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
7. Cyber Incident means:
 - (7.1) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - (7.2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Subject to the terms, Conditions, limits and Exceptions of this Policy

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CORONAVIRUS EXCLUSION

This Insurance does not cover any claim in any way caused by or resulting from:

- Coronavirus disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- any mutation or variation of SARS-CoV-2;
- any fear or threat of a), b) or c) above.

LMA5391
 04 March 2020

COMMUNICABLE DISEASE EXCLUSION

- Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396 17 April 202

INFECTIOUS EPIDEMICS/PANDEMICS EXCLUSION

This insurance excludes any loss, liability, damage, cost or expense directly or indirectly arising out of, contributed to by, or resulting from any infectious epidemic or pandemic (if classified either way by a national or international governmental or public health body/agency), including but not limited to any such classification which leads to:

- the imposition of quarantine or restriction in movement of people or animals; and/or
- any travel advisory or warning in respect of (i) or (ii) any fear or threat thereof (whether actual or perceived).

If Insurer(s) allege that by reason of this exclusion any loss is not covered by this insurance contract the burden of proving the contrary rests upon the insured.

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شركة مساهمة خاصة مرخصة من مصرف قطر المركزي