

1. COLLABORATION

The Parties agree to collaborate in accordance with the terms of this Agreement:-

- 1.1 to compile all proposals and documents relating to CTC's and TIGC's Scope of Work to form the Proposal and agree upon the price of the Bid; and
- 1.1 to appoint TIGC as CTC's bidding representative and local partner in order to enable TIGC to submit the Joint Bid for the Project (such Joint Bid to be in CTC's sole name);and
- 1.2 to enable TIGC to enter into further discussions and negotiations (if required) with the Customer with a view to CTC entering into a contract (the "Contract") with the Customer for the Project, save that TIGC shall have no power to contractually or legally bind CTC and or agree to any contractual principles, terms or conditions, commercial and/or technical matters in relation to the Project without the prior express written consent of CTC; and
- 1.3 to agree that TIGC shall provide the bid bond of 50,000,000.00 (fifty million NT dollars) (the "Bid Bond") and any other financial support required by the Customer as part of the bidding process.

2. BID PREPARATION & SUBMISSION

- 2.1 The Parties agree that TIGC shall on behalf of CTC, submit the Joint Bid and that CTC shall provide TIGC with all information and documentation (relating to its respective Scope of Work) to be included

in the Proposal in a timely manner so to enable TIGC to incorporate the same into the Joint Bid.

- 2.2 The Parties agree to compile all proposals and documents relating to CTC's and TIGC's proposed Scope of Work to form the Proposal and agree upon the price of the Joint Bid.
- 2.3 TIGC shall not vary or amend any documentation contained within the Proposal or the Joint Bid in any way before it is submitted to the Customer without the express prior written consent of CTC.
- 2.4 In the event that the Parties do not agree upon any one or more conditions to be contained within the Proposal and or the Joint Bid and or in any discussions with the Customer prior to Contract award, then CTC shall make a decision in relation to such conditions and or discussions which shall be final and binding on all Parties.
- 2.5 TIGC shall pay the Bid Bond and any other financial support required by the Customer as part of the bidding process to the Customer.

3. CONTRACT NEGOTIATION/AWARD

- 3.1 TIGC agrees that it will:
 - i) not vary or agree to any changes to the Bid which affect CTC's Scope of Work in relation to the Project without the express prior written agreement and consent of CTC;
 - ii) immediately inform, and provide CTC with all necessary copies of all documentation and information received from the Customer in respect of the Project;

- iii) promptly respond to any requests from the Customer and or TIGC's subcontractors for clarifications in respect of CTC's Scope of Work, the Proposal or the Project:
- 3.2 CTC shall unless otherwise agreed participate and or be represented (at CTC's sole discretion) in all contractual negotiations with the Customer regarding the award of the Contract.
- 3.3 Although each Party shall use all reasonable endeavours to reach agreement with the Customer to enable the Contract to be awarded to CTC, CTC shall not be obliged to accept conditions which are unacceptable to CTC for commercial reasons and which have not already been accepted by CTC by reference to its Scope of Work and in any compliance list(s) forming part of the Proposal.
- 3.4 Nothing in this Agreement shall be construed as granting TIGC any right to make commitments of any kind on behalf of CTC without the express prior written consent of CTC.
- 3.5 The Parties propose that there will be back to back contracts between TPC-CTC-TIGC for the Scope of Work.

4. LIABILITY AND INDEMNIFICATION

- 4.1 Except for breaches of Section 6 hereunder no Party shall be liable to any other Party, directly or as indemnitor, for indirect, special, incidental or consequential losses or damages, including but not limited to loss of income or profit, loss of data, loss of opportunities and use.
- 4.2 Subject to clauses 5.1 and 5.3, each Party shall indemnify and hold harmless the other Party against losses, expenses, damages and

liabilities of any nature arising out of that Party's failure to perform its obligations in accordance with the terms of this Agreement and/or that Party's actions or failure to act when action is required according to this Agreement.

4.3 Subject to clause 5.1, each Party shall indemnify the other from and against any claim concerning :-

- i) injury to or death of the employees of the other Party;
- ii) loss of or damage to the property of the other Party;

arising out of or in connection with the implementation of either Party's role under this Agreement regardless of whether or not contributed to by the willful misconduct or negligence in any form of the other Party.

4.4 For the avoidance of doubt, notwithstanding the above limitations of liability, CTC shall not be liable to TIGC directly or as indemnitor, for indirect, special, incidental or consequential losses or damages, including but not limited to loss of income or profit, loss of data, loss of opportunities and use, loss of or claim under the Bid Bond and or any other financial support provided by TIGC to the Customer in connection with the bidding process for the Project.

5. CONFIDENTIALITY

5.1 Each Party shall at all times use its best endeavours to keep confidential (and to procure that its employees, sub-contractors and agents keep confidential) the terms of this Agreement and any information of a confidential nature whether technical or commercial which it or they may have acquired or obtained or may at any time hereafter acquire or obtain in relation to the clients, business or affairs of the other Party hereto and shall not use or disclose such

information except with the consent of the other Party or when required to do so by law.

5.2 Each Party may disclose confidential information which would otherwise be subject to clause 6.1 but only to the extent that it can demonstrate that:

5.2.1 such disclosure is required by law or any regulatory or governmental body having jurisdiction over it; or

5.2.2 the confidential information was lawfully in its possession prior to its disclosure by the other Party; or

5.2.3 the confidential information has come into the public domain other than through its fault or the fault of any person to whom the confidential information has been disclosed in accordance with clause 6.3,

provided that any such disclosure shall not be made without prior notice to the Party from whom the confidential information was obtained.

5.3 Each Party may for the purposes contemplated by this Agreement disclose confidential information to its professional advisors, auditors, bankers and insurers and its directors, officers and senior employees.

刪除: **6. COSTS**

6.1 Each Party shall bear its own costs in connection with the preparation of the Proposal for submitting to the Customer as part of the Joint Bid and for any subsequent discussions and negotiations with the Customer.

7. CANCELLATION & TERMINATION

7.1 This Agreement shall come into force on the date of signature and shall remain valid until the earliest of the following occur:

- i) The Parties receive written notification from the Customer that CTC has not been awarded the Contract; or
 - ii) A third party is awarded a contract for the Project or the invitation to bid for the Project is withdrawn by the Customer; or
- <#>The Parties mutually agree that this Agreement shall cease to exist; or.
<#>TIGC has not submitted the Bid before 2009 (or such later closing date as the Customer may allow and the Parties may agree to).

7.2 Either party shall have the right to terminate this Agreement at any time before the Joint Bid is submitted by TIGC to the Customer.

8. MISCELLANEOUS

8.1 This Agreement is personal to the Parties and no Party shall have the right to assign its rights or obligations under this Agreement to any other person or party without the prior written consent of the other Party.

8.2 Sections 5, 6 and 10 shall always survive cancellation, termination and/or expiry of this Agreement.

8.3 All matters affecting the mutual interests of the Parties shall be subject to mutual exchange of information, joint deliberations and agreements.

8.4 No Party shall be responsible for any delay or failure in performance of its obligations hereunder if the same be due to any c...

6. COSTS

6.1 Each Party shall bear its own costs in connection with the preparation of the Proposal for submitting to the Customer as part of the Joint Bid and for any subsequent discussions and negotiations with the Customer.

7. CANCELLATION & TERMINATION

7.1 This Agreement shall come into force on the date of signature and shall remain valid until the earliest of the following occur:

- i) The Parties receive written notification from the Customer that CTC has not been awarded the Contract; or
- ii) A third party is awarded a contract for the Project or the invitation to bid for the Project is withdrawn by the Customer; or

The Parties mutually agree that this Agreement shall cease to exist; or.

TIGC has not submitted the Bid before 2009 (or such later closing date as the Customer may allow and the Parties may agree to).

7.2 Either party shall have the right to terminate this Agreement at any time before the Joint Bid is submitted by TIGC to the Customer.

8. MISCELLANEOUS

- 8.1 This Agreement is personal to the Parties and no Party shall have the right to assign its rights or obligations under this Agreement to any other person or party without the prior written consent of the other Party.
- 8.2 Sections 5, 6 and 10 shall always survive cancellation, termination and/or expiry of this Agreement.
- 8.3 All matters affecting the mutual interests of the Parties shall be subject to mutual exchange of information, joint deliberations and agreements.
- 8.4 No Party shall be responsible for any delay or failure in performance of its obligations hereunder if the same be due to any cause outside its reasonable control such as: Acts of God, natural disaster, war, act of terrorism, riot, malicious acts of damage, industrial trade dispute or disturbance.
- 8.5 In case one or more provisions of this Agreement are invalid or deemed invalid, the validity of the remaining provisions shall not be affected thereby.

8.6 Headings are used in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

8.7 This Agreement and Appendix 1: Scope of Work constitute the sole agreement of the Parties as to the subject matter covered herein. No modification(s), alteration or waiver of any provision herein shall be binding on the Parties unless evidenced by a written amendment signed by duly authorised representatives of the Parties.

9. LAW AND SETTLEMENT OF DISPUTES

9.1 The validity, construction and performance of this Agreement and the rights and obligations of the parties arising out of or in connection with this Agreement shall in all respects be governed by English law.

9.2 All disputes in connection with this Agreement shall be sought to be settled in the first instance amicably.

9.3 Any dispute that cannot be settled amicably in the first instance shall be finally settled by the English Courts unless the Parties agree otherwise.

9.4 Any contract entered into with TPC will be based on English law and in the English language.

IN WITNESS whereof the Parties have entered into this Agreement the day and year first above written.

Date:

Date:

CTC Marine Projects Ltd

NAME

in the presence of:

in the presence of:

Witness occupation:

Witness occupation:

Witness address:

Witness address:

NAME

in the presence of:

Witness occupation:

Witness address:

Appendix 1 - Scope of work

CTC – Scope of Work

Cable transportation from the cable factory to Taiwan.

Power cable installation from 10m water depth at Hsiao Liu Chiu end to 10m water depth at Lin Pien end – Target burial depth 2m in sand/mud/clay. No burial required in exposed coral/limestone areas.

Debris removal along route from water depth greater than 70m. (APHE diving limit).

Marine Geophysical & Geotechnical Survey – (to be subcontracted.)

TIGC - Scope of Work

1) All land based civil works at both Lin Pien and Hsiao Liu Chiu ends. This includes but is not limited to the supply of:

Inshore land cable (at both ends)

Installation of land cable to TPC requirements

Switch gears

Installation of switch gears (at both ends)

HDD services (at Lin Pien end)

Beach manhole (at Hsiao Liu Chiu end)

Connection between inshore land cable and submarine cable (at both ends)

Testing and commissioning of entire power cable system (switch gears, land cable and submarine cable) on completion of all installation works.

2) All shore end works at both Lin Pien and Hsiao Liu Chiu ends. This includes but is not limited to the supply of:

Pull in winch with pull in wire, both ends.

Divers for removal of buoys and shallow water burial works (up to 10m water depth)

Guard vessels (as a minimum, 2 per shore end & to cover entire route).

All permits required for offshore installation and burial works

Suitable pre-cut trench on beach commencing from HDD outlet to 10+m water depth (at Lin Pien end) – to include overlap with offshore CTC cable plough/trencher section and subsequent trench backfill of the cable installation.

Underground tunnelling from BMH to 30m water depth (at Hsiao Liu Chiu end)

Recovery of existing, redundant power cable.

Annual cable inspection for first 3 years after completion of power cable lay.

3) Supply of two lengths of 25 KV submarine cable (18km) and this includes two land joints, two pull in and hang off arrangements, one outer sheath repair

kit and shipment of cable from ABB factory in Europe to Taiwan (for optional case).

All parts, consumables, equipment and personnel for cable jointing and testing.