



OIL INDUSTRY ENVIRONMENTAL SAFETY GROUP ASSOCIATION (IESG)

EMERGENCY RESPONSE ASSISTANCE AGREEMENT

Bangchak Corporation Public Company Limited

BP-Castrol (Thailand) Limited

CEC International, Limited (Thailand Branch)

Chevron (Thailand) Limited

Chevron Thailand Exploration and Production Limited

Chevron Offshore (Thailand) Limited

Esso (Thailand) Public Company Limited

IRPC Public Company Limited

KrisEnergy (Gulf of Thailand) Limited

Map Ta Phut Tank Terminal Company Limited

Mubadala Petroleum (Thailand) Limited

Ophir Thailand (Bualuang) Limited

PTG Energy Public Company Limited

PTT Public Company Limited

PTT Exploration and Production Public Company Limited

PTT Global Chemical Public Company Limited

PTT Oil and Retail Business Public Company Limited

PTT Tank Terminal Company Limited

The Shell Company of Thailand Limited

Star Petroleum Refining Public Company Limited

Thaioil Public Company Limited

IESG EMERGENCY RESPONSE ASSISTANCE AGREEMENT

This AGREEMENT is made as of the 14th of December 2018.

The Parties are the companies named in the FIRST SCHEDULE attached to this AGREEMENT

Whereas:

- a. The Parties are members in The Oil Industry Environmental Safety Group Association (IESG), who desire to jointly minimize environment impact due to an EMERGENCY INCIDENT in a timely manner.
- b. The Parties have previously entered into an "IESG Emergency Response Assistance Agreement", dated 27th March 2009, and desire to replace said agreement with this AGREEMENT;
- c. The Parties desire to replace the 2009 Agreement with this AGREEMENT;
- d. Party (hereinafter referred to as "REQUESTER") desires other parties (Hereinafter referred to as "RESPONDER") to render assistance, as more fully described herein, in response to EMERGENCY INCIDENT;
- e. RESPONDER is willing to provide such assistance upon the terms and conditions set forth herein; and
- f. EMERGENCY INCIDENT means an event that occurs incidentally and urgently concerning petroleum business such as
 - Fire
 - Oil spill
 - Natural risk, e.g. earthquake, floods and storm.

NOW IT IS AGREED AS FOLLOW:

1. REQUEST

Party who desires RESPONDER's assistance to counter the EMERGENCY INCIDENT shall notify the RESPONDER and provide sufficient information as to the date time, place, detail of such EMERGENCY INCIDENT and assistance needed.

2. ASSISTANCE

After receiving the request, RESPONDER shall promptly provide to REQUESTER such personnel, supplies and equipment, as are reasonably available to RESPONDER, to assist REQUESTER in its firefighting, containment, cleanup, oil recovery and/or waste disposal, or efforts in every kind in response to the EMERGENCY INCIDENT (hereinafter "ASSISTANCE"). While RESPONDER and/or RESPONDER personnel may advise REQUESTER in respect to the EMERGENCY INCIDENT, the REQUESTER retains sole responsibility for the direction, supervision and control of the response to the EMERGENCY INCIDENT, IT BEING UNDERSTOOD AND AGREED that RESPONDER and any RESPONDER personnel shall not act, or be deemed to act, in a managerial or supervisory capacity in the EMERGENCY INCIDENT.

3. COMPENSATION/REIMBURSEMENT

It is agreed among the Parties that there will be no service fee for the ASSISTANCE provided hereunder. However, REQUESTER shall reimburse RESPONDER for all documented direct expenses incurred by RESPONDER in connection with the provision of the ASSISTANCE described in Clause 2, including, but not limited to, any kind of tax payable by RESPONDER, out of pocket expenses, and a fair rate for any RESPONDER - provided personnel and equipment used in the rendition of the ASSISTANCE, as well as any third - party contract fees/expenses incurred by RESPONDER in connection with the ASSISTANCE. REQUESTER shall pay RESPONDER promptly upon RESPONDER's submission of invoice(s) to REQUESTER.

4. INDEMNITY

REQUESTER shall indemnify and hold harmless RESPONDER, and all RESPONDER's affiliates, subsidiaries and interrelated companies other than RESPONDER, as well as the directors, officers, agents, contractors, servants and employees of each of the foregoing (hereinafter jointly and separately called "INDEMNITEES") from and against any and all demands, assertions, claims, causes of action, liabilities, payments, loss, compensatory/punitive damages, fines (including penalties or other charges imposed by any law or governmental authority), costs, fees (including, client/attorney fees and all other litigation costs) and expense of any kind (whether based on contract, tort or strict liability, whether direct or indirect, whether absolute, fixed or contingent, whether liquidated or unliquidated, whether past, present or future, whether known or unknown) by whomsoever, including the REQUESTER wherever and whenever brought or asserted

- for sickness, personal injury or death;
- for pollution/environmental harm;
- for loss or damage to property; and/or
- for any other matter or thing whatsoever.

Which, in any manner arise or are alleged to have arisen or result or are alleged to have resulted in any way out of or in connection with the provision of ASSISTANCE. The indemnity given in this Clause 4 shall be effective regardless of the negligent act, omission or strict liability of the INDEMNITEES, EXCEPT to the extent that INDEMNITEES liability arises by reason of gross negligence or willful misconduct of the INDEMNITEES.

The indemnity obligations contained in this provision shall survive any expiration or termination of this AGREEMENT.

5. COMMUNICATION

The Parties' representatives(s) for communications under this AGREEMENT are named in the SECOND SCHEDULE. The Party may from time to time designate new representative(s) during the term of this AGREEMENT upon written notice to the others.

6. NO THIRD PARTY BENEFICIARIES/RESPONDER RESERVATION

- a. This AGREEMENT is solely for the benefit of each Party to this AGREEMENT and no Third Party will have any interest, claim or right to enforce any of the provisions of this AGREEMENT against either REQUESTER or RESPONDER, except for the rights of the INDEMNITEES to enforce the Indemnity provisions contained in this AGREEMENT.
- b. This AGREEMENT is not prejudicial to any rights, in respect of the ASSISTANCE, which RESPONDER may have under applicable law.

7. TERM OF THE AGREEMENT

- a. Unless earlier terminated by Parties in accordance with subparagraph b of this Clause 7, this AGREEMENT shall be effective from the Effective Date and remain in force for as long as RESPONDER is engaged in ASSISTANCE related to the EMERGENCY INCIDENT.
- b. Notwithstanding subparagraph a. above, any one or more Parties may terminate its participation in this AGREEMENT by giving thirty (30) days prior written notice to each of the other Parties to this AGREEMENT.
- c. The obligations contained in Clauses 3 and 4 hereof shall survive any expiration or termination of this AGREEMENT.

8. APPLICABLE LAW

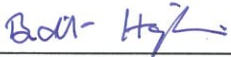
The validity and interpretation of this AGREEMENT shall be governed by the laws of THAILAND subject to Clause 6 b hereof.

9. ENTIRE AGREEMENT/AMENDMENTS

This AGREEMENT sets forth the entire agreement between the Parties with respect to the subject matter of the AGREEMENT and supersedes all prior written agreements, discussions and understandings, express or implied, in respect to such subject matter. The Parties expressly intend this AGREEMENT to supersede the IESG Emergency Response Assistance Agreement, dated 27th March 2009, previously entered into among the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

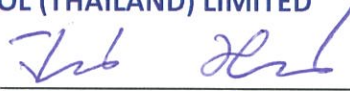
**BANGCHAK CORPORATION PUBLIC
COMPANY LIMITED**

BY 
Name : Mr. Bundit Hansapaiboon
Title : Senior Vice President Planning
and Trading Business

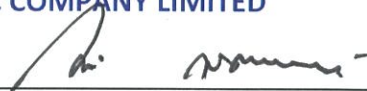
ESSO (THAILAND) PUBLIC COMPANY LIMITED

BY 
Name : Mr. Suchart Phowatthanasathian
Title : Director and Refinery Manager

BP-CASTROL (THAILAND) LIMITED

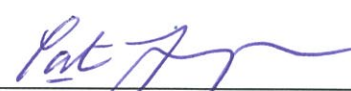
BY 
Name : Mr. Piyapon Hongpaya
Title : Plant Manager

IRPC PUBLIC COMPANY LIMITED

By 
Name : ~~Mr. Pongpraphan Titathavewatana~~
Title : ~~Senior Executive Vice President, PRB~~
Name : Mr. Vichit Nitthayanonte
Title : Executive Vice President Petrochemical Operation
KRISENERGY (GULF OF THAILAND) LIMITED

**CEC INTERNATIONAL, LIMITED (THAILAND
BRANCH)**

BY 
Name : Mr. Prasan Uea-amornvanish
Title : General Manager

BY 
Name : Miss Phattarin Jirapojaporn
Title : General Manager

CHEVRON (THAILAND) LIMITED

By 
Name : Mr. Danai Nanasombat
Title : Area Transportation & Operations
Manager, Thailand

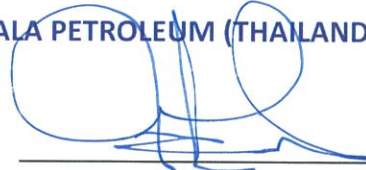
**MAP TA PHUT TANK TERMINAL COMPANY
LIMITED**

By 
Name : Mr. Suwit Wisitworanat
Title : Managing Director

**CHEVRON THAILAND EXPLORATION AND
PRODUCTION LIMITED**

By 
Name : Mr. Chatit Huayhongtong
Title : General Manager, Operations

MUBADALA PETROLEUM (THAILAND) LIMITED

By 
Name : Mr. Rashed Al Blooshi
Title : Country President

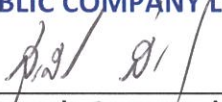
CHEVRON OFFSHORE (THAILAND) LIMITED

BY 
Name : Mr. Chatit Huayhongtong
Title : General Manager, Operations

OPHIR THAILAND (BUALUANG) LIMITED

By 
Name : Mr. Tharanit Thapanandana
Title : President

PTG ENERGY PUBLIC COMPANY LIMITED

By 

Name : Mr. Surasak Songvarakulpan
Title : Vice President - Safety and Environment

PTT TANK TERMINAL COMPANY LIMITED

By 

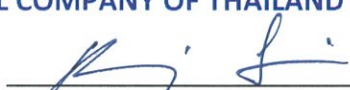
Name : M.L. Peekthong Thongyai
Title : Managing Director

PTT PUBLIC COMPANY LIMITED

By 

Name : Mr. Preecha Pocatanawat
Title : Senior Executive Vice President, Organization Management and Sustainability

THE SHELL COMPANY OF THAILAND LIMITED

By 

Name : Mr. Rungroj Sivachan
Title : Facilities Manager - Thailand

PTT EXPLORATION AND PRODUCTION PUBLIC COMPANY LIMITED

By 

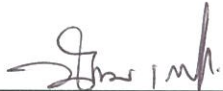
Name : Mr. Phongsthorn Thavisin
Title : Chief Executive Officer

STAR PETROLEUM REFINING PUBLIC COMPANY LIMITED

By 

Name : Mr. Timothy Alan Potter
Title : Chief Executive Officer

PTT GLOBAL CHEMICAL PUBLIC COMPANY LIMITED

By 

Name : Mr. Nikom Kasempura
Title : Vice President, SHE Management

THAI OIL PUBLIC COMPANY LIMITED

By 

Name : Mr. Phumchit Tatsanaprasert
Title : Vice President - Movement Marine and Logistic

PTT OIL AND RETAIL BUSINESS PUBLIC COMPANY LIMITED

By 

Name : Miss Jiraphon Kawswat
Title : President & Chief Executive Officer

IESG Emergency Response Assistance Agreement
FIRST SCHEDULE

14 December 2018

Parties to the AGREEMENT

1. Bangchak Corporation Public Company Limited
2. BP-Castrol (Thailand) Limited
3. CEC International, Limited (Thailand Branch)
4. Chevron (Thailand) Limited
5. Chevron Thailand Exploration and Production Limited
6. Chevron Offshore (Thailand) Limited
7. Esso (Thailand) Public Company Limited
8. IRPC Public Company Limited
9. KrisEnergy (Gulf of Thailand) Limited
10. Map Ta Phut Tank Terminal Company Limited
11. Mubadala Petroleum (Thailand) Limited
12. Ophir Thailand (Bualuang) Limited
13. PTG Energy Public Company Limited
14. PTT Public Company Limited
15. PTT Exploration and Production Public Company Limited
16. PTT Global Chemical Public Company Limited
17. PTT Oil and Retail Business Public Company Limited
18. PTT Tank Terminal Company Limited
19. The Shell Company of Thailand Limited
20. Star Petroleum Refining Public Company Limited
21. Thaipetroleum Public Company Limited

End of first Schedule

IESG Emergency Response Assistance Agreement
SECOND SCHEDULE

14 December 2018

**THE PARTIES' REPRESENTATIVE(S) FOR COMMUNICATION UNDER IESG EMERGENCY
RESPONSE ASSISTANCE AGREEMENT**

Bangchak Corporation Public Company Limited

Name : Mr. Atit Chinanthanasiri

Title : Manager Distribution and Marine Transport Service Division

Phone : 02-335-4198 / 081-927-4675

BP-Castrol (Thailand) Limited

Name : Mr. Jittakhon Pociw

Title : Supply Planning Manager

Phone : 034-419-564 / 081-839-0128

CEC International, Limited (Thailand Branch)

Name : Mr. Suvit Pucharaporn

Title : HSE Manager

Phone : 02-610-0585 / 081-688-1013

Chevron (Thailand) Limited

Name : Mr. Sakda Limworasiroth

Title : Bangkok Terminal Manager

Phone : 089-202-9021

Chevron Thailand Exploration and Production Limited

Name : Mr. Warawit Prasobwittaya

Title : Manager, Marine Operations Group

Phone : 02-545-6455 / 081-825-6470

Chevron Offshore (Thailand) Limited

Name : Mr. Warawit Prasobwittaya

Title : Manager, Marine Operations Group

Phone : 02-545-6455 / 081-825-6470

Esso (Thailand) Public Company Limited

Name : Dr. Bowornsak Wanichkul

Title : Asia Pacific SSH&E Advisor, Central SSH&E

Phone : 061-404-9666

IRPC Public Company Limited

Name : Mr. Somboon Satasin

Title : VP IRPC Logistics

Phone : 089-201-6421

KrisEnergy (Gulf of Thailand) Limited

Name : Mr. Sanong Chaobol
Title : EHSS Manager
Phone : 02-309-5740 / 061-401-2409

Map Ta Phut Tank Terminal Company Limited

Name : Mr. Sarayuit Anukoolwuttipong
Title : Jetty Section Manager
Phone : 038-689-471#1984 / 081-900-5600

Mubadala Petroleum (Thailand) Limited

Name : Mr. Nuttawut Krittaphol
Title : HSSE Manager
Phone : 02-792-1760 / 063-225-1933

Ophir Thailand (Bualuang) Limited

Name : Mr. Anupong Torranin
Title : HSE Coordinator
Phone : 02-620-0827 / 089-895-1744

PTG Energy Public Company Limited

Name : Mr. Sanit Laicharoen
Title : Assistance Vice President – Safety and Environment
Phone : 02-168-3377 / 089-891-7257

PTT Public Company Limited

Name : Miss Yaowalak Chuchot
Title : Vice President, Security Safety Health and Environment
Phone : 02-537-3733 / 064-354-5154

PTT Exploration and Production Public Company Limited

Name : Mrs. Lawan Pornsakulsakdi
Title : Vice President, Environmental Management Department
Phone : 02-537-5173 / 081-801-4149

PTT Global Chemical Public Company Limited

Name : Mr. Teerapol Phaparkhorn
Title : Division Manager, Refinery Movement and Dispatching Operation
Phone : 038-971-439 / 081-863-8020

PTT Oil and Retail Business Public Company Limited

Name : Mr. Pongdit Vacharameteevoranun
Title : Vice President, Quality, Safety, Health and Environment
Phone : 081-174-8628

PTT Tank Terminal Company Limited

Name : Dr. Nat Ativitavas
Title : Project Director, Project Department
Phone : 081-837-4162

The Shell Company of Thailand Limited

Name : Mr. Lertsak Cholvibul

Title : Country HSSE Manager

Phone : 081-751-9219

Star Petroleum Refining Public Company Limited

Name : Mr. Krisda Chaikul

Title : Manager of Process Safety

Phone : 038-699-322 / 081-867-9643

Thaioil Public Company Limited

Name : Mr. Chaiyot Kamontaptawin

Title : Marine Manager

Phone : 038-351-555#2502 / 089-762-9888

End of Second Schedule