AGÊNCIA MARÍTIMA NACIONAL

AGREEMENT BETWEEN THE NATIONAL MARITIME AGENCY AND BUREAU VERITAS SA FOR THE DELEGATION OF POWERS OVER STATUTORY CERTIFICATION AND SERVICES FOR VESSELS REGISTERED IN THE REPUBLIC OF ANGOLA

1. Application

In accordance with the applicable national maritime legislation of the Government of Angola and in compliance with the Code for Recognised Organisations (RO Code) (IMO Resolutions MSC.349(92) and MEPC.237(65)), is entered into between Bureau Veritas SA , including its subsidiaries and affiliates in Bureau Veritas SA, hereinafter referred to as "BV", and the Foreign Shipping Registry, hereinafter referred to as "the National Maritime Administration (AMN)", with regard to the carrying out of statutory maritime surveys and the issue of the respective certificates.

2. Object

2.1. The purpose of this Agreement is to delegate authority to BV to carry out statutory certification and services, defining the scope, terms, conditions and requirements of this delegation.

3. General Conditions

3.1. Statutory certification and services cover the assessment of vessels registered in Angola classified by BV, unless indicated otherwise, and/or recognised ship management companies, in order to verify the compliance of these vessels and/or companies with the applicable requirements of the international conventions, codes and standards of Angolan maritime legislation (hereinafter referred to as "applicable instruments") and the issue or support for the issue of the respective certificates and documents, as set out in Annex 1 of this document. Services relating to the International Safety Management (ISM) Code, the International Ship and Port Facility Security (ISPS) Code and the Maritime Labour Convention 2006 (MLC, 2006) can be carried out on vessels registered in Angola, classed by another Recognized Organization, if the ship owner so desires.

3.2. With regard to the statutory certification and services covered by this Agreement, BV undertakes to co-operate with the Port State Control authorities to facilitate the rectification of deficiencies or other discrepancies reported, whenever requested, ensuring that all actions are duly reported to the National Maritime Administration.

3.3. Statutory services performed and statutory certificates issued by BV will be accepted as services performed by or certificates issued by the National Maritime Agency, provided that BV maintains compliance with the provisions of the Code for Recognised Organisations (RO Code) (IMO Resolutions MSC.349(92) and MEPC.237(65)).

4. Performing duties under authorisation

4.1. *Functions according to general authorisation*

1. BV is hereby authorised to carry out statutory certification and services on behalf of the National Maritime Agency in respect of ships registered in Angola and/or the companies responsible for their operation, to the extent specified in Annex 1 to this Agreement, as well as to require repairs to the ships in accordance with the applicable instruments;

2. Surveys shall be carried out in accordance with the applicable instruments and, where applicable, the Harmonised System of Survey and Certification (HSSC) Survey Guidelines, 2023 (IMO Resolution A.1186(33), as may be amended); and

3. BV and others acting on its behalf are authorised to take relevant control measures in accordance with its standard procedures or as explicitly indicated by the Administration, where necessary, to ensure that matters subject to surveys, audits and inspections substantially correspond to the details of the ship's certificates or the requirements of the applicable instruments.

4.2. *Functions according to special (additional) authorizations*

Authorizations for services outside the scope of Annex 1 to this Agreement shall be dealt with as mutually agreed on a case-by-case basis.

4.3. Relationship between statutory activities and other related activities of BV.

BV and its personnel shall not engage in any activities that may compromise independence of judgement and integrity in relation to statutory certification and services. BV and its personnel responsible for carrying out statutory certification and services should not be the designer, manufacturer, supplier, installer, purchaser, owner, user or maintainer of the item subject to the statutory certification and services, nor the authorised representative of any of these parties. BV shall not be substantially dependent on a single commercial enterprise for its income.

5. Legal basis for functions under authorisation

5.1. *Laws, regulations and supplementary provisions*

This Agreement is entered into in accordance with Law no. 34/22 of 13 September, the Merchant Shipping, Ports and Related Activities Law, and Presidential Decree no. 72/14 of 25 March, the Regulation on the Delegation of Powers to Recognised Organisations, and in accordance with the Code for Recognised Organisations (RO Code) and any supplementary provisions laid down by the National Maritime Administration.

5.2. *Interpretations and equivalences*

Although the interpretations of the Applicable Instruments, as well as the determination of equivalences or the acceptance of substitutes to the requirements of the Applicable Instruments, are the exclusive prerogative of the National Maritime Administration, BV will co-operate, as necessary, in their definition. BV applies the IMO interpretations and Circulars, as well as the available IACS Unified Interpretations, unless provided with written instruction to apply a different interpretation by the National Maritime Administration.

5.3. *Deviations and equivalent solutions*

1. Exemptions and deviations from the requirements, as well as solutions equivalent to the requirements of the applicable instruments, are the prerogative of the National Maritime Administration and must be approved by it before the respective documents are issued.

2. In cases where, temporarily, the requirements of an applicable instrument cannot be met due to specific circumstances, proposals for such supplementary measures or equipment that can be used to allow the vessel to proceed to a suitable port, where permanent repairs, rectifications or the installation of replacement equipment can be carried out , are subject to acceptance of BV and the authorisation of the National Maritime Administration.

6. Reports to Management

6.1. *Reporting procedures in cases of general authorisation*

BV shall establish relevant procedures for reporting to the National Maritime Administration in cases of general authorisation, in accordance with the requirements of the Code for Recognised Organisations (RO Code) and the additional requirements of the AMN.

6.2. *Reporting procedures in cases of special authorisation*

BV shall establish relevant procedures for reporting to the National Maritime Administration in cases of special authorisation, in accordance with the requirements of the RO Code and the Administration's additional requirements associated with each special authorisation.

6.3. *Ship classification reports*

Includes class assignment, changes and class suspensions and withdrawals, as applicable.

6.4. Reports of cases in which a ship has not remained in all respects fit to proceed to sea without danger to the ship or persons on board, or without posing a disproportionate threat of harm to the marine environment.

6.5. *Other reports*

1. Whenever a request is received for the classification of a ship to which statutory requirements apply and which will be or has been classed with BV, BV must immediately inform AMN.

2. BV shall notify the National Maritime Agency immediately on becoming aware of a situation involving a serious deficiency or a serious safety-related problem, which would normally be considered sufficient grounds for stopping a ship from proceeding to sea until the correction has been made.

3. BV shall notify the National Maritime Administration immediately on becoming aware of a situation on board a ship or within a company responsible for the operation of such ships that involves serious non-compliance, as defined in the revised Guidelines on the Implementation of the International Safety Management Code (ISM Code) by Administrations (IMO Resolution A.1118(30), as may be amended).

4. The aforementioned notifications must include the name of the company or ship, the IMO number, the official number (if applicable) and a description of the serious non-conformity, deficiency or problem identified.

5. BV must inform the National Maritime Administration as soon as possible of any marine incidents (as defined in the Casualty Investigation Code, annex to resolution MSC.255(84)), machinery or structural breakdowns, or failures, related to the scope of the statutory certification and services defined in the Code for Recognised Organisations (RO Code), of which it becomes aware in relation to a ship, and which if not corrected would endanger the safety of the ship, its occupants or any other person or the environment

6. BV shall report to AMN, in writing, the names and official numbers (if applicable) of any ships removed from the list of ships classed/certified by BV for which BV has carried out statutory certification and services. The report must contain a description of the reasons for class withdrawal and must be submitted within thirty (30) days of the withdrawal taking effect.

7. In cases of transfer of the ship's certification from one Recognised Organisation to another, the Gaining Organisation must, within one month of the issue of the certificates, inform AMN and the Losing Organisation of the date of issue of the certificates, confirming the date, place and action taken to comply with each overdue survey, and overdue condition of class.

7. Development of rules and/or regulations - Information

7.1. *Cooperation in the development of rules and/or regulations - coordination meetings* BV shall allow the participation of representatives of the National Maritime Agency in the development and revision of its Classification rules, , specifically during the revision process, prior to its finalization.

7.2. *Exchange of rules and/or regulations and information*

1. The National Maritime Agency will provide BV with all the documentation necessary for the provision of statutory certification and services by BV, notifying BV of any additions, deletions or revisions in advance of the date of their entry into force, specifying whether the AMN national requirements exceed the requirements of the conventions in any respect.
2. AMN will have access, on request, to all plans and documents, including reports and records of surveys, audits and inspections, on the basis of which certificates were or are issued or endorsed by BV.
3. BV shall provide free electronic access to the latest editions of its Classification rules and/or regulations applicable to ships falling within the scope of authorisation in Annex 1, as well as to the list of ships classed by it.
4. BV and the National Maritime Agency, recognising the importance of technical dialogue, agree to cooperate in this regard and maintain an effective dialogue.

7.3. *Language and format*

BV shall establish, publish and systematically maintain its rules and/or regulations, whether in printed or electronic form, ensuring that the most up-to- date version is available in Portuguese or English, for the design, construction and certification of ships and their associated essential engineering systems.

8. Other conditions

8.1. *Remuneration*

Remuneration for statutory certification and services carried out by BV on behalf of the National Maritime Agency shall be charged by BV directly to the party requesting such services.The National Maritime Agency and BV will not invoice each other for any costs or financial burden caused by this Agreement.

8.2. Cooperation with AMN in capacity building

BV will grant training opportunities to a number of AMN personnel in the fields of Maritime & Shipping Industry. Employees of the AMN will have access to above mentioned training at no cost, except for travel and accommodation which shall be borne by the AMN. Training programs will be mutually agreed upon on a yearly basis between the BV local office and AMN.

8.3. *Applicable Law and Dispute Resolution*

1. This Agreement shall be governed by and construed in accordance with Angolan law. Any dispute arising in connection with this Agreement which cannot be resolved by private negotiations between the parties shall be finally settled by arbitration in accordance with Angolan law at the Luanda arbitral court. The arbitral decision shall be final and binding on the parties.
2. The arbitration proceeding shall be conducted in English.
3. The arbitral court shall be composed of 3 arbitrors, 2 arbitrators appointed by each of the parties and the third (the President) by both.
4. In the performance of the statutory certification and services set out in this Agreement, BV, its officers, employees and others acting on its behalf

shall be entitled to all the protections provided by law and to the same defences and/or counterclaims as would be available to the National Maritime Agency and its own inspectors or employees, as if the latter had performed the statutory certification and services in question.

8.4. *Responsibility*

1. Under this Agreement, if liability arising out of any marine casualty is finally and definitively imposed on the Government of Angola by a court of Law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for loss of or damage to property or personal injury or death proven in that court of law to have been caused by wilful act or omission or gross negligence of BV, its officers, employees or others acting on its behalf under this Agreement, the Administration shall be entitled to financial compensation from BV to the extent said loss, damage , injury or death was, as decided by that court, caused by BV. .
2. Under this Agreement, if liability arising out of any marine casualty is finally and definitively imposed on the Government of Angola by a court of Law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for personal injury or death proven in that court of law to have been caused by any negligent or reckless act or omission of BV, its officers, employees or others acting on its behalf under this Agreement, the Administration shall be entitled to financial compensation from BV to the extent that such personal injury or death was, as decided by that court, caused by BV, up to but not exceeding an amount of Four Million Euros (EUR 4 000 000).
3. Under this Agreement, if liability arising out of any marine casualty is finally and definitively imposed on the Government of Angola by a court of Law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for loss of or damage to property proven in that court of law to have been caused by any negligent or reckless act or omission of BV, its officers, employees or others acting on its behalf under this Agreement, the

Administration shall be entitled to financial compensation from BV to the extent said loss or damage was, as decided by that court, caused by BV, up to but not exceeding an amount of Two Million Euros (EUR 2 000 000).

4. Neither party shall be liable to the other for any special, indirect or consequential loss or damage arising out of or in connection with the services performed under this Agreement, including, without limitation, loss of profit, loss of production, loss of contract, loss of use, business interruption or any other special, indirect or consequential loss suffered or incurred by any party howsoever caused, other than those arising from 8.4.1 to 8.4.3 .

5. If the National Maritime Agency is summoned or expects to be summoned to answer for responsibilities mentioned in this article, BV must be informed without undue delay. For information purposes, the AMN shall send BV all relevant claims, documents and other materials. BV shall have the right to offer support and/or participate in the defence of such a claim, should deem it necessary or appropriate. If the National Maritime Administration fails to submit all appropriate and available defensive measures, BV shall not be obliged to indemnify AMN in accordance with sub-clause 8.4.1 to 8.4.3 above.

6. The National Maritime Agency shall not enter into any commitment or agreement under this Agreement involving the acceptance of responsibilities mentioned in sub-clause 8.4.1 to 8.4.3 above, without the prior written consent of BV.

7. When acting on behalf of AMN under this Agreement, BV shall be free to enter into contracts directly with its customers and may include in such contracts BV's standard contractual conditions for the limitation of its legal liability.

8. For the avoidance of doubt, nothing contained in this document creates or is intended to create any cause of action in favour of AMN or third parties.

9. Under this agreement, BV must take out professional liability or

professional indemnity insurance.

8.5. *Confidentiality*

BV, its officers, employees or agents agree to keep confidential and not to disclose to third parties any information derived by the National Maritime Agency in connection with the services provided, without the National Maritime Agency consent, except to the extent reasonably necessary to enable BV to perform the services in accordance with the terms of this Agreement. However, this shall not apply to the obligations BV has towards the administrations of Flag States and other international organisations as well as legal requirements and international conventions. Any document or other information may be released by BV as required by applicable legislation, court order or legal proceedings.

This obligation shall remain in full force and effect during the term and after termination of this Agreement, for a period of five (5) years, with the following exceptions:

i) Any information that was in BV's possession before it was disclosed by the AMN; or

ii) Any information that is or legally becomes public domain; or

iii) Any information that is otherwise lawfully made available to BV by a source independent of the Administration, or;

iv) Any information that BV is legally obliged to make available to third parties, such as the African Union, SADC Member States and the common inspection database of the Angolan Port State Control, the EU Commission, in accordance with the applicable Regulations.

v) Information to authorized audit teams performing audits in connection with the quality system certification of BV.

Except as otherwise provided in this Agreement, the Administration agrees to keep confidential and not to disclose to third parties any information derived from the BV relating to the control functions exercised by the National Maritime Administration in accordance with the terms of this Agreement.

8.6. *Start and Expiry*

1. This Agreement is drawn up in duplicate, one copy for each Party. The Agreement shall enter into force on the most recent date of the signatures indicated below.

2. This Agreement commences on [date] and shall remain in force in accordance with the terms of clauses 8.6 and 8.7 of this Agreement.

8.7. Termination

This Agreement may be terminated by either Party by giving at least 6 months' prior written notice to the other Party.

8.8. Violation of the Agreement

If either Party breaches this Agreement, the other Party shall notify the breaching Party in writing of the breach, giving it the opportunity to remedy the breach within 90 days. If the notified Party does not remedy the breach within this period, the notifying Party shall have the right to terminate the Agreement immediately.

8.9. *Use of surveyors, auditors and inspectors and of service suppliers*

1. BV shall carry out the statutory certification and services using only exclusive surveyors auditors and inspectors, these individuals being employed exclusively by BV or by subsidiary and affiliated entities of Bureau Veritas, duly qualified, trained and authorised to carry out all the functions and activities assigned by their employer, within the level of responsibility of their functions.

2. However, if BV finds, in exceptional and duly justified cases, that its own exclusive surveyor/auditor/inspector is not available, BV must inform AMN, which may appoint an exclusive surveyor/auditor/inspector from another Recognised Organisation.

3. In accordance with the applicable instruments, BV may choose to outsource any service affecting compliance with the requirements or accept the work of third parties approved by BV or another Recognised Organisation in accordance with IACS Unified Requirement Z17, as amended. BV shall ensure control of the execution of such services by means of its quality management system. For the purposes of liability

to AMN, the work carried out by the service provider constitutes BV's work.

4. While remaining responsible for certification on behalf of the National Maritime Administration, BV may subcontract radio surveys to non-exclusive surveyors (approved service supplier in accordance with IACS UR Z17 as amended), in accordance with the Code for Recognised Organisations (RO Code) and national requirements.

8.10. *Changes*

Amendments to this Agreement and its Annexes shall only enter into force after consultation and written agreement between AMN and BV.

9. National Maritime Agency supervision of delegated tasks to BV

The National Maritime Agency shall have the right to ensure that BV is performing its services in accordance with the requirements of the Code for Recognised Organisations (RO Code) (IMO Resolutions MSC.349(92) and MEPC.237(65)), Presidential Decree no. 72/14 of 25 March and other Angolan maritime legislation as well as this Agreement, by establishing or participating in, as applicable, a Recognised Organisation oversight programme to oversee the functions delegated to BV under this Agreement. This programme may include audits, inspections, supplementary surveys, vertical contract audits or other oversight activities. For the purposes of this paragraph:

1. AMN will have access upon request to BV's quality management system documentation;
2. National Maritime Agency will have access upon request to BV's internal instructions, circulars and guidelines;
3. The AMN will have access to BV documentation relevant to its fleet;
4. BV must co-operate fully with the Administration's inspection and verification work;
5. BV shall adequately maintain information and statistics on cases such as, but not limited to, damages and accidents related to the Administration's fleet; and
6. BV should keep information and statistics on detentions and deficiencies identified in Port State control attributed to BV's responsibility.

AGÊNCIA MARÍTIMA NACIONAL

Caminhos d'Água, Portos para o Futuro

The AMN may choose to recognise audits carried out on BVs by an independent audit group that must meet the qualification criteria established by the AMN in its own regulations., such as with respect to the IACS Quality System Certification Scheme (QSCS) by an independent Accredited Certification Body (ACB

If the National Maritime Administration chooses to carry out direct audits of BV, the frequency and extent of the audit will be subject to mutual agreement between AMN and BV.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the parties, have signed this Agreement at .....

For Bureau Veritas SA

Matthieu Gondallier de Tugny

Executive Vice President
Industrials and Commodities
(----------)

Date: 23 / 10 2025

BUREAU VERITAS MARINE & OFFSHORE SAS

For the National Maritime Agency

Anisabel de Campos Veríssimo e Costa
(Chairman of the Board of Directors)

Date: 29 / 10 2025

AGÊNCIA MARÍTIMA NACIONAL LUANDA