

AGREEMENT FOR SERVICES**GC-P-1200 EXHIBIT C****WAGE RATES & REIMBURSABLE EXPENSES**

[**IMPORTANT NOTE TO Mitsubishi Power Americas BUYER'S: AS THE COMMERCIAL TERMS NEGOTIATED BY Mitsubishi Power Americas WITH ITS CUSTOMERS VARY FROM PROJECT TO PROJECT, THE COMMERCIAL TERMS THAT WE WILL NEED TO INCLUDE IN THIS EXHIBIT WILL LIKELY CHANGE FROM ONE PROJECT TO ANOTHER. FOR THIS REASON, Mitsubishi Power Americas'S OBLIGATIONS UNDER THE PRIME CONTRACT MUST BE CAREFULLY ANALYZED AND PASSED DOWN AS MUCH AS POSSIBLE TO OUR SUPPLIERS OR SUBCONTRACTORS. THE FOLLOWING ARE SAMPLE TERMS WHICH MAY BE CONSIDERED ON A CASE BY CASE BASIS FOR THEIR APPLICABILITY AND ADEQUACY. IN DEVELOPING THE APPLICABLE TERMS TO BE INCLUDED IN THIS EXHIBIT FOR EACH PROJECT, BUYERS MUST COORDINATE CLOSELY WITH THE PROJECT MANAGER AND Mitsubishi Power Americas LEGAL**]

I. TERMS AND COMPENSATION

The Work to be performed by Contractor will be on a time and expenses basis. The Work will be requested and approved by Mitsubishi Power Americas and released in accordance to an authorized executed release if applicable. The total not-to-exceed Agreement Price value of this Purchase Order is **<insert dollar value>**.

Contractor shall not be entitled to additional compensation absent a written authorization executed by Mitsubishi Power Americas. Mitsubishi Power Americas may terminate this Agreement at Mitsubishi Power Americas convenience at any time as Mitsubishi Power Americas may solely desire, all without further cost or obligation to Contractor.

Only authorized releases against this Purchase Order by Mitsubishi Power Americas authorized representatives will be deemed valid.

II. BILLING

All invoices shall provide details of the information requested by Mitsubishi Power Americas and shall include the Purchase Order number and Project Number/Name on all invoices. All invoices shall be issued in accordance with the following agreed upon Rate Schedule and shall include all supporting documentation, receipts and time sheets (approved by Mitsubishi Power Americas). All reimbursable expenses incurred with respect to the Work (i.e. authorized air travel, meals etc.) are to be billed at actual cost and require Mitsubishi Power Americas written approval before any such expense may be incurred.

1.0 Price

Category	Rate per Hour (US\$)
TFA	<insert per hour dollar value>.

Included in the above rates are the following:

- Salaries/ Wages
- Bonuses
- FICA (Social Security & Medicare)
- Employers Liability Insurance
- Personal Accident Insurance
- Workman's Compensation Insurance
- General Liability Insurance
- Auto Liability Insurance (Non-owned or hired)
- Personal & Corporate taxes
- Medical insurance
- Personal protection equipment
- Laptop Computer

2.0 Travel time

2.1 Contractor may charge up to, but not more than, eight (8) hours traveling time for each travel day required by Mitsubishi Power Americas for business related travel (but not for daily commutes between Contractor personnel's residence or lodging and the location where Work is to be performed), provided that such travel and the mode of transportation are approved in writing by Mitsubishi Power Americas in advance of commencing such travel.

2.2 When Contractor is dispatched in writing by Mitsubishi Power Americas to furnish Work at a

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job site, Contractor may charge up to, but not more than, eight (8) hours travel time for (a) one (1) travel day when mobilizing to the job site where the Work is to be performed and (b) for one (1) travel day when demobilizing from such job site. For the avoidance of doubt, it is understood that Contractor may not charge any time for daily commutes between Contractor personnel's residence or lodging and the job site.

3.0 Travel & Living costs

Costs incurred for travel required under Section 2, above, for this assignment will be reimbursed at actual cost if funded by Contractor. For the first 2 weeks of this assignment, lodging costs will be reimbursed at actual cost if funded by Contractor, and Contractor shall receive a per diem of \$46.00 per day for meals. After the first two (2) weeks, an all inclusive per diem shall be paid to the Contractor as set forth in the attached site schedule for the remainder of the assignment. This all inclusive per diem will cover local living expenses, lodging, transportation, meals and incidentals.

All other expenses, approved in writing by Mitsubishi Power Americas, will be reimbursed at actual cost if funded by Contractor.

4.0 Duration of assignment

As Required by Mitsubishi Power Americas.

5.0 Vacation

The Contractor's US based employee will be entitled to home leave of 4 consecutive days inclusive of a weekend after every 6 weeks on site.

The Contractor (International) based employee is entitled to two (2) consecutive weeks home visitation per six months of working assignment, which, if taken, must be taken consecutively, if the balance of his assigned periods remains more than 3 months and subject it does not hinder the schedule or disturb the execution of the project.

All home visitation time shall be specifically scheduled and approve in advance by site representatives of Mitsubishi Power Americas.

It is agreed by both parties that any travel expense for vacation time is to Contractor's account.

6.0 Application of Hourly Rate

It is agreed and understood that the flat rate specified in Section 1, above, shall apply for all hours worked, whether such work is performed during (i) standard weekday work hours (i.e. between 8 AM to 5 PM), (ii) any hours beyond eight (8) hours in any day, (iii) any nocturnal hours (i.e. between 5 PM and 8 AM) in any day, (iv) any hours beyond forty (40) hours within any week, and/or (v) any hours worked during any Saturday, Sunday and/or holiday.

As the jobsite or local community may be subject to construction noise restrictions after standard work hours, or other restriction which may limit the times when work may be performed at the site, Mitsubishi Power Americas Site Manager approval shall be obtained in writing before commencing any work between the hours of 5 PM and 8 AM, or at any time on Saturdays, Sundays or Holidays.

7.0 Mobilization fee

Eight (8) hours travel time will be billed for initial mobilization and demobilization only.

8.0 Work Permit/ Visa

Contractor shall, at its sole cost and expense, obtain all relevant visas, permits (including work permits) as may be necessary or required for the performance of the Contractor's scope of Work.

9.0 Processing Time & Expenses

Contractor's on site employees will utilize Mitsubishi Power Americas supplied electronic timesheets. Time (Mitsubishi Power Americas electronic format timesheets) and Expense sheets shall be submitted to Mitsubishi Power Americas site manager for approval. Mitsubishi Power Americas approval of Time and Expense Sheets may only be evidenced by Mitsubishi Power Americas site manager's signature and acknowledgment of approval on each Time and Expense sheet. Copies of the Time and Expense sheets with Mitsubishi Power Americas site manager's acknowledgement of approval and signature shall accompany Contractor's monthly invoices.

Billing for all time & expenses shall be invoiced and paid in US dollars. If non-US currencies are approved by Mitsubishi Power Americas for a portion of the Order, such non-US currencies shall be converted to US\$ at the daily rate posted in the Wall Street Journal as of the date of the Order. Expenses incurred in converting non-US currencies shall be paid by the Contractor to Mitsubishi Power Americas

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in advance of the conversion or Mitsubishi Power Americas may be reduced by Mitsubishi Power Americas from the corresponding payment.

10.0 Terms of payment

Payment shall be made in accordance with the applicable provisions of the Order after receipt of an acceptable invoice accompanied by documentation satisfactory to Mitsubishi Power Americas supporting the request for payment.

11.0 Taxes

Personal or corporate taxes levied on Contractor or Contractor's personnel in country or job location are for Contractor's account. Notwithstanding anything to the contrary, if Mitsubishi Power Americas is required by applicable law to deduct or withhold any amount from payments due Contractor, such amounts shall be deducted or withheld from amounts payable to Contractor.

12.0 Escalation

Rates quoted in this proposal will be valid until at least end of the project. The Parties agree that a reasonable escalation formula may apply to such rates for services after this period. Such escalation must be approved by Mitsubishi Power Americas in writing prior to escalation taking effect.

13.0 Other terms & conditions

1) In the event that Mitsubishi Power Americas customer requests the right to approve the representative(s) designated by Contractor to perform the scope of Work hereunder, Contractor may be required to travel to Mitsubishi Power Americas customer's office to be evaluated by the Customer's representative(s). It is understood that Mitsubishi Power Americas customer may, in its sole and absolute discretion, may approve or disapprove Contractor and/or the representative(s) proposed by Contractor. If such trip is required, Mitsubishi Power Americas will reimburse Contractor only for the actual travel expenses incurred by Contractor which have been pre-approved by Mitsubishi Power Americas in writing. It is agreed and understood that Mitsubishi Power Americas shall in no event be obligated to pay Contractor any compensation, including but not limited to the hourly rates specified in Section 1, above, for the time allocated by Contractor or its personnel in connection with such travel and meetings. If Mitsubishi Power Americas customer disapproves the Contractor and/or its proposed representative(s), then Mitsubishi Power Americas may in its sole and absolute discretion terminate this agreement without



any obligation or liability to the Contractor.

2) Mitsubishi Power Americas does not guarantee any specific duration for the Work hereunder.

3) All travel requested by Mitsubishi Power Americas, which is not included in the purchase order price, will be per Mitsubishi Power Americas travel policy and shall be reimbursed at actual costs.