

PURCHASE ORDER TERMS AND CONDITIONS

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by the Company, the Contractor must supply the Goods and/or provide the Services to the Company in accordance with, and as specified in, this Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions or other additional terms are supplied to the Company in respect of the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Contractor and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Contractor agrees this Purchase Order does not prevent the Company from entering into arrangements or agreements with third parties for the purchase of any services similar to the Goods or Services.
- 1.5 The Contractor and the Company acknowledge that the health and safety of all persons affected by the performance of the Purchase Order is at all times the paramount consideration in the undertaking and completion of the Services or supply of the Goods.
- 1.6 The Contractor must, in supplying the Goods or performing the Services:
- (a) not interfere with the Company's activities or the activities of any other person at the Delivery Point or the Site;
 - (b) be aware of and comply with, and ensure that the Contractor Personnel are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all Site Standards and Procedures, to the extent that these documents are applicable to the supply of the Goods or the performance of the Services by the Contractor; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Contractor;
 - (c) ensure that the Contractor Personnel entering the Site perform the Services or deliver the Goods in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site;
 - (d) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with this Purchase Order, the supply of the Goods or the performance of the Services;
 - (e) obtain, at the Contractor's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under this Purchase Order;

- (f) leave the Company's premises secure, clean, orderly and fit for immediate use having regard to the condition of the Company's premises immediately prior to the performance of Services; and
- (g) on request by the Company, provide to the Company and its Personnel any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Contractor's obligations under this Purchase Order.

2. DELIVERY, AND TIME FOR PERFORMANCE AND SUSPENSION

2.1 The Contractor must:

- (a) deliver the Goods (and copies of all relevant instruction manuals relating to the Goods) to the Delivery Point by the Delivery Date;
- (b) ensure that the Goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with any applicable Laws;
- (c) provide the Company with 48 hours prior notice of the time the Goods will be delivered to the Delivery Point; and
- (d) mark each package with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.

2.2 The Contractor must commence performance of the Services on the date of this Purchase Order and perform the Services by the date specified in the Purchase Order.

2.3 Company may elect to suspend part or all of the Services temporarily, using reasonable discretion and good faith in exercising its right to suspend. During such suspension, Contractor shall be paid at zero dollars (\$0.00), unless Company and Contractor agree in writing otherwise. Upon expiration of the suspension period, agreed rates shall resume. Should Company request Contractor's Services during such period of suspension, Company must provide Contractor advance written notice of at least forty-eight (48) hours in order for Contractor to mobilize. Contractor's Services performed during this suspension period shall be paid on an hourly rate. Contractor acknowledges that under this provision Company may, at its option, return any applicable equipment to Contractor when Company no longer requires such Services. Contractor will endeavor to ensure that any applicable equipment is available at such time as Company elects to end any period of suspension.

2.4 The Contractor acknowledges and agrees that time is of the essence for the delivery of the Goods and the performance of the Services.

3. TITLE AND RISK

3.1 Title to the Goods will pass from the Contractor to the Company on the earlier of delivery to the Delivery Point or when the Company pays for those Goods.

3.2 The Company bears all risk in the Goods when the Company takes delivery of those Goods at the Delivery Point, provided however that the Contractor will be responsible for its acts and omissions.

3.3 The Contractor warrants that the Company will be entitled to free and clear legal and beneficial title to and free and quiet possession of the Goods at the time title passes in accordance with clause 3.1.

4. PRICE

4.1 In consideration of the due and proper performance of this Purchase Order by the Contractor, the Company will pay to the Contractor the Price.

- 4.2 Unless this Purchase Order expressly provides otherwise, the Price is:
- (a) inclusive of all charges including insurance, premiums and costs, leave entitlements, freight, packaging, packing and delivery costs and Taxes;
 - (b) inclusive of the cost of any miscellaneous services of a kind which are commonly provided with the supply of goods of the same or a similar nature to the Goods and any miscellaneous items of a kind which are commonly used or supplied in conjunction with goods of the same or a similar nature to the Goods; and
 - (c) not subject to rise and fall, escalation or review.

5. INVOICING AND PAYMENT

5.1 On delivery of the Goods and/or completion of the Services, the Contractor must provide to the Company:

- (a) where the Parties have agreed to recipient created tax invoices, a Contractor Reference Document; or
- (b) if the Company directs, an Invoice which meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction,

which must comply with clause 5.2.

5.2 A Contractor Reference Document or any Invoice provided by the Contractor must:

- (a) be provided using an electronic invoicing system if the Company directs;
- (b) refer to the Purchase Order including the line item numbers on the Purchase Order and the Purchase Order number (if any);
- (c) include a detailed description of the delivered Goods or Services completed, including the date of delivery in respect of which the Contractor Reference Document or Invoice relates and the relevant quantity;
- (d) include an individual reference number for the Company to quote with remittance of payment;
- (e) detail the Price relating to the relevant Goods and Services, broken down to reflect the same Price components on the relevant Purchase Order;
- (f) set out the amount of any applicable Consumption Tax;
- (g) state the Company operation and Site; and
- (h) state the Company contact name.

5.3 The provision of a Contractor Reference Document or Invoice that complies with the requirements of clause 5.2 is a precondition to the Contractor's right to payment for the Goods or Services which are the subject of a Contractor Reference Document or Invoice.

5.4 If any Contractor Reference Document or Invoice does not contain the information required by clause 5.2 the Company may at its option complete any missing information or return it to the Contractor, in which case the Contractor must submit a replacement compliant Contractor Reference Document or compliant Invoice.

5.5 If the Company requests, the Contractor must provide the Company with all relevant records to calculate and verify the amount set out in any Contractor Reference Document or any Invoice.

- 5.6 Subject to clause 5.7 and clause 5.8, the Company must pay all Invoices in the payment run that occurs immediately following the expiry of 60 days after:
- (a) the date on which the relevant Invoice is generated (in the case of a recipient created tax invoice); or
 - (b) the date on which the relevant Invoice is received from the Contractor (in all other cases),
- except where the Company is required by Law to pay within a shorter time frame, in which case the Company must pay within that time frame.
- 5.7 If the Company disputes any Invoice or Contractor Reference Document:
- (a) to the extent permitted by Law, the Company may withhold payment of the disputed part of the relevant Invoice or Contractor Reference Document pending resolution of the dispute; and
 - (b) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of the dispute.
- 5.8 The Company may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company in relation to or in connection with this Purchase Order or the Goods or Services. This does not limit the Company's right to recover those amounts in other ways.
- 5.9 Any money payable under this Purchase Order is to be paid by electronic funds transfer to the Contractor's nominated bank account or by such other means as the Parties agree.
- 5.10 A payment made pursuant to this Purchase Order will not be taken or construed as proof or admission that the Goods delivered or Services completed, or any part of the Goods delivered or Services completed, were to the satisfaction of the Company but will only be taken to be payment on account.

6. TAXES

- 6.1 The Contractor must pay all Taxes to the relevant Authority. If the Contractor pays any Taxes on behalf of the Company, the Contractor must provide the Company with documentary evidence of the payment of those Taxes.
- 6.2 Where the Company believes it is required by Law to withhold or deduct any Withholding Amount from any payment due to the Contractor, the Contractor:
- (a) authorises the Company to withhold or deduct the Withholding Amount; and
 - (b) acknowledges and agrees that when the Company pays the Withholding Amount to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Contractor,
- and when the Company withholds or deducts that amount from any payment due to the Contractor, the Company must give the Contractor written notice of the Withholding Amount.
- 6.3 Where a relevant Authority requires the Company to pay to it a Withholding Amount that exceeds the amount that was withheld or deducted under clause 6.2, the Company may provide the Contractor with proof from the relevant Authority that payment is required, request the Contractor to pay and the Contractor:
- (a) must pay the excess amount to the Company; and

- (b) acknowledges and agrees that when the Company pays the Withholding Amount referred to in clause 6.3(a) to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Contractor (for the avoidance of doubt without increasing the Price),

and when the Company withholds or deducts that amount from any payment due to the Contractor, the Company must give the Contractor written notice of the Withholding Amount.

6.4 If any Goods are to be imported into the Jurisdiction:

- (a) the Contractor must supply all documentation and do all that is reasonably necessary to assist the Company to obtain a tariff, customs, excise or importation concession, or any concession analogous thereto, in respect of those Goods; and
- (b) the Company will be entitled to the sole and full benefit of any tariff, customs, excise or importation concession, or any concession analogous thereto, granted in respect of those Goods.

6.5 All amounts referred to in this Purchase Order are exclusive of Consumption Tax.

6.6 The Consumption Tax treatment of the supply of Goods or Services under this Purchase Order will be determined pursuant to the Consumption Tax Laws applicable in the jurisdiction where a taxable transaction for Consumption Tax purposes occurs. If Consumption Tax is payable on any such amounts, the Company will pay to the Contractor an amount equal to the Consumption Tax at the rate applicable from time to time provided that such amount will only be required to be paid:

- (a) once the Contractor provides the Company with a valid Invoice (or if applicable, upon the creation of a valid recipient created tax invoice) for Consumption Tax (applicable in the jurisdiction) in relation to that amount; and
- (b) where the Company is entitled to claim a refund or credit for that amount under the applicable Consumption Tax Law.

6.7 In circumstances where an adjustment is required under the applicable Consumption Tax Law, the Party which issued the Invoice or the recipient created tax invoice (as the case may be) must promptly create an adjustment note for any overpayment or underpayment of Consumption Tax and, where applicable, the supplier must apply to the relevant Authority for a refund of any overpayment by the supplier of Consumption Tax. The supplier must refund to the recipient any such overpayment. The recipient must pay the supplier an amount equal to any underpayment of Consumption Tax.

6.8 If:

- (a) a payment to satisfy a claim under or in connection with this Purchase Order (for example, under an indemnity) gives rise to a liability to pay Consumption Tax then the payer must pay, and indemnify the payee on demand against, the amount of that Consumption Tax (subject to the issue of a valid tax invoice by the supplier to the recipient or creation of a valid recipient created tax invoice by the recipient, as the case

may be, or documentation analogous thereto required under the applicable Consumption Tax Law); and

- (b) a Party has such a claim for a cost or expense on which that Party must pay or has paid an amount on account of Consumption Tax, then the claim is for the cost inclusive of Consumption Tax (except any Consumption Tax for which that Party, or its representative member if the Party is a member of a Consumption Tax group, can claim a refund or credit).

7. CONDITIONS AS TO QUALITY OF THE GOODS AND THE SERVICES

7.1 The Contractor must ensure that:

- (a) the Goods and Services supplied by the Contractor match the description of the Goods and Services in this Purchase Order;
- (b) if the Contractor gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;
- (c) if the Contractor provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the services demonstrated;
- (d) if the Contractor showed the Company a result achieved by the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the services that achieved that result;
- (e) the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;
- (f) the Goods and Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;
- (g) the Goods are new and of merchantable quality;
- (h) the Goods and Services are free of Defects;
- (i) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;
- (j) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order; and
- (k) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

8. DEFECTS

8.1 The Contractor must promptly rectify all Defects in the Goods or Services at its cost until the end of the Defects Correction Period.

8.2 If, at any time prior to the expiry of the Defects Correction Period, the Company finds any Defect in the Goods or Services, the Company may give the Contractor written notice of the Defect and require the Contractor to rectify the Defect within a reasonable period stated in the notice. However, if, in the Company's view, the relevant Defect creates a circumstance or condition that

is unsafe and which requires prompt rectification, then the Company is not obliged to give the Contractor an opportunity to make good the Defect before the Company rectifies, or engages others to rectify, the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.

8.3 The Contractor must, at its cost, promptly rectify the Defect notified by the Company pursuant to clause 8.2 in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner) and to the satisfaction of the Company.

- 8.4 If the Contractor does not rectify the Defect in accordance with clause 8.3, the Company or the Company's representative may:
- (a) reject the Goods with the Defect and return them to the Contractor, in which case the Contractor must replace the Goods at its cost and reimburse the Company for all costs and expenses the Company incurs as a result of the Defect;
 - (b) reject the Services with the Defect, in which case the Contractor must re-perform the Services free of charge; or
 - (c) rectify or engage another contractor to rectify the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.
- 8.5 If the Contractor does not replace the Goods pursuant to clause 8.4(a) or re-perform the Services pursuant to clause 8.4(b) and the Company has:
- (a) paid the Contractor for the Goods or Services with the Defect, the Contractor must repay the Company the Price for those Goods or Services rejected under clause 8.4(a) and 8.4(b); or
 - (b) not paid the Contractor for the Goods or Services with the Defect, the Company is not liable to pay the Contractor for those Goods or Services rejected under clause 8.4(a) and 8.4(b).
- 8.6 Where the Contractor has made good any Defect under this clause, those Goods or Services will be subject to a Defects Correction Period commencing on the date the Contractor rectified the Defect.
- 8.7 The Contractor will not be liable for any Defect caused by the negligence of the Company or the Company's Personnel.
- 8.8 The Company's rights under this clause 8 do not in any way affect:
- (a) the Contractor's obligations under this Purchase Order; or
 - (b) any of the Company's other rights under this Purchase Order or at Law, including the right to claim for any damage or loss it may suffer because of the Contractor's failure to fulfil any of its obligations under this Purchase Order.

9. ACCEPTANCE AND CHANGE OF A PURCHASE ORDER

- 9.1 The Contractor may request changes to this Purchase Order, by written notice to the Company contact specified in this Purchase Order, in response to which the Company may issue a changed Purchase Order. If the Company is unable to accept the requested changes, the Company will cancel this Purchase Order.

10. LIABILITY AND INDEMNITY

- 10.1 **THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS CLAUSE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS PURCHASE ORDER HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP.**

- 10.2 The parties agree that the indemnity and insurance obligations contained in this Purchase Order are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa.
- 10.3 The parties expressly acknowledge that the indemnity obligations set forth in this Purchase Order survive the termination of this Purchase Order with respect to any Services or Goods provided prior to such termination.
- 10.4 Notwithstanding any other provision herein, the Contractor shall protect, defend, indemnify, release and hold harmless Company Group from and against any and all claims directly or indirectly arising out of, resulting from, or in connection with, the provision of the Goods and/or Services (including ingress or egress of personnel or loading or unloading of cargo), for or relating to:
- (a) any injury (including personal and/or bodily injury), death or illness suffered by any member of Contractor Group; and
 - (b) any damage to or loss of any equipment, materials, vessels or other property of any member of Contractor Group,

REGARDLESS OF WHETHER CAUSED BY OR THE RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FAULT (IN EACH CASE, WHETHER SOLE, CONCURRENT, JOINT, CONTRIBUTORY, COMPARATIVE, ACTIVE, PASSIVE, OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, PREMISES LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PREEXISTING CONDITIONS.

- 10.5 Notwithstanding any other provision herein, the Company shall protect, defend, indemnify, release and hold harmless Contractor Group from and against any and all claims directly or indirectly arising out of, resulting from or in connection with the provision of the Goods and/or Services (including ingress or egress of personnel or loading or unloading of cargo), for or relating to:
- (a) any injury (including personal and/or bodily injury), death or illness suffered by any member of Company Group; and
 - (b) any damage to or loss of any equipment, materials, vessels, or other property of any member of Company Group,

REGARDLESS OF WHETHER CAUSED BY OR THE RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FAULT (IN EACH CASE, WHETHER SOLE, CONCURRENT, JOINT, CONTRIBUTORY, COMPARATIVE, ACTIVE, PASSIVE, OR OTHERWISE) OF ANY MEMBER OF CONTRACTOR GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, PREMISES LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PREEXISTING CONDITIONS.

- 10.6 Where applicable, in cases where Contractor Personnel (to include any direct, borrowed, special or statutory employees of the Contractor or its subcontractors of any tier) are providing Goods and/or Services in or offshore the State of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., the parties agree that the Goods and/or Services provided by such Contractor Personnel pursuant to this Purchase Order are an integral part of and are essential to the Company's ability to generate its goods, products, and services for the purpose of La. R.S. 23:1061(a)(1). Furthermore, the parties agree that the Company is the statutory employer of such Contractor Personnel for purposes of La. R.S. 23:1061(a) (3) and that the Company will be entitled to the protections afforded a statutory employer under Louisiana law. Irrespective of the Company's status as the actual or alleged statutory or special employer (as defined in La. R.S. 23:1031(c)) of any such Contractor Personnel, the Contractor will remain

primarily responsible for the payment of all workers' compensation and medical benefits to such Contractor Personnel and will not be entitled to seek contribution for any such payments from Company Group, and the Contractor further agrees that it will protect, defend, indemnify, release and hold harmless Company Group from and against any such payments and any and all claims relating to or asserted by such Contractor Personnel for injury, death, illness or property damage or loss, even if any such Contractor Personnel claim, assert or are also held to be an employee (whether a direct, statutory, special or borrowed employee, or otherwise) of Company Group.

- 10.7 In the event the Purchase Order is interpreted under the Laws of the State of Texas, USA, for purposes of Title 6, chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-Indemnity Act, the indemnity and insurance provisions of the Purchase Order will be effective to the maximum extent permitted by such statute, and the Contractor and the Company each agree to support their respective indemnity obligations by providing liability insurance coverage (or qualified self-insurance or a combination thereof), with minimum limits and types of coverage not less than those set forth for the Contractor herein and with respect to unilateral obligations, in the statutory amounts, which is obtained by each of the parties for the benefit of the other party and its respective group. The Contractor acknowledges and agrees that (i) the Company may be self-insured with respect to all or a part of its indemnity obligations hereunder, (ii) the Company has the financial capability to fund any such obligations, (iii) such self-insurance is qualified self-insurance for purposes of the Texas Anti-Indemnity Act, and (iv) such self-insurance is satisfactory to the Contractor.
- 10.8 Contractor shall maintain at its own cost and expense insurance with adequate territorial provisions in following types and amounts during the period of this Purchase Order: (i) **Workers' Compensation Insurance** complying with all applicable laws and including Employers' Liability Insurance of USD \$1,000,000.00 per accident, including coverage for occupational disease; (ii) **Commercial General Liability Insurance** on an occurrence form covering bodily injury and property damage, including broad form coverage for contractual liability, and including products and completed operations coverage for a minimum of two years, with a combined single limit of not less than USD \$1,000,000.00 per occurrence and not less than a USD \$2,000,000.00 annual aggregate limit; (iii) **Commercial Automobile Liability Insurance** covering all owned, hired and non-owned vehicles with a minimum combined single limit of not less than USD \$1,000,000.00 per occurrence; and (iv) **Umbrella Liability Insurance** providing coverage in excess of the coverages to be provided by Contractor above (with the exception of Workers' Compensation insurance), which shall provide coverage at least as broad as the underlying policies, with a minimum limit of USD \$5,000,000.00 per occurrence for onshore work and USD \$10,000,000.00 per occurrence for offshore work.
- 10.9 All of Contractor's policies of insurance shall, with respect to the risks and liabilities assumed by Contractor under this Purchase Order (i) name Company Group as additional insureds, or indemnity to principal, under such policies, except for Workers' Compensation Insurance coverage, on a broad form basis (with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured); and (ii) contain provisions stating (a) that the policies affording coverage shall apply as primary insurance without right of contribution via counterclaim, offset or otherwise and (b) that the insurers waive all rights of subrogation against Company Group. Upon request of Company, Contractor shall, prior to performing any obligation hereunder, furnish Company with certificates of insurance in accordance with the coverages prescribed. In the event that liability for any loss or damage is denied by the underwriter(s) of Contractor, in whole or in part, for any reason, or if Contractor fails to maintain any of the required insurance, Contractor shall become an insurer to the extent of any such failure and shall, in addition, indemnify and hold harmless Company Group against all claims which would otherwise be covered by said insurance.
- 10.10 To the extent permitted by Law, the Company's liability to the Contractor arising out of or in connection with this Purchase Order is limited to the total Price paid or payable by the Company under this Purchase Order.

11. ENDING THIS PURCHASE ORDER

- 11.1 The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, end this Purchase Order at any time by giving written notice to the Contractor.
- 11.2 The Company may immediately end this Purchase Order by notice in writing to the Contractor:
- (a) if the Contractor does not carry out (in whole or in part) a material obligation at the time and in the manner required under this Purchase Order and either:
 - (i) the Company, acting reasonably, does not believe the breach of the material obligation is capable of remedy; or
 - (ii) the Company has provided a notice of default and the Contractor fails to remedy that default within the time specified in the notice of default; or
 - (b) if the Contractor is insolvent.
- 11.3 The Contractor may immediately end this Purchase Order by notice in writing to the Company:
- (a) if the Company fails to make a payment due to the Contractor under the Purchase Order and in respect of which there is no bona fide dispute as to the Company's liability to make the payment and the Contractor has provided a notice of default and the Company fails to remedy the non-payment within the time specified in the notice of default; or
 - (b) if the Company is insolvent.
- 11.4 If the Company terminates this Purchase Order under clause 11.1 or the Contractor terminates this Purchase Order under clause 11.3, the Company may engage other persons to perform the Services or supply the Goods or both, and must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Purchase Order:
- (a) in respect of any Services, subject to clause 5, pay the Contractor:
 - (i) for the Services performed prior to the date of termination (and not yet paid); and
 - (ii) the relevant portion of the Purchase Order Price allocated for demobilisation; and
 - (b) in respect of any Goods:
 - (i) subject to clause 5, pay the Contractor the Price for the Goods delivered to the Delivery Point prior to the date of termination and not yet paid; and
 - (ii) if the Contractor has shipped any Goods before the termination but the Goods have not been delivered to the Delivery Point at the time of termination, the Company must either:
 - (A) subject to clause 5, accept those Goods when delivered to the Delivery Point, and pay the Purchase Order Price for them; or
 - (B) return the Goods to the Contractor at the Company's expense.
- 11.5 If the Company terminates this Purchase Order pursuant to clause 11.2, then the Company is entitled to recover from the Contractor any costs, losses, damages and liabilities incurred or suffered by it or its Related Entities as a result of, or arising out of, or in any way in connection with, the termination or any preceding breach.

11.6 Except as set out in this clause 10.1, the Contractor will not be entitled to make, and the Company will not be liable for, any further claim, including for any loss caused by the termination of the Purchase Order.

12. CONFIDENTIAL INFORMATION

12.1 The Contractor must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media releases or other publicity relating to the Goods, Services, this Purchase Order or the Company's Confidential Information without the prior written approval of the Company.

12.2 The Contractor must not, and must ensure that the Contractor Personnel do not, without the prior written approval of the Company:

- (a) use Confidential Information other than as necessary for the purposes of fulfilling the Contractor's obligations under this Purchase Order; or
- (b) disclose the Confidential Information, other than:
 - (i) to the Contractor Personnel who need the information to enable the Contractor to perform this Purchase Order;
 - (ii) to the Contractor's legal advisors, accountants or auditors; or
 - (iii) where disclosure is required by Law (including disclosure to any stock exchange).

12.3 The Contractor must, within 10 Business Days (or any other period agreed in writing by the Parties) after a direction by the Company to do so, return or destroy all Confidential Information in the Contractor's possession, custody or control.

12.4 Where the Contractor is a natural person, nothing in this clause prohibits, or requires approval for, the reporting of violations of Law to a governmental entity where permitted by applicable Laws. This provision is not intended to waive any applicable legal privilege or to affect the Parties' rights and obligations under clause 14.

12.5 The rights and obligations under this clause 12 continue after the termination of this Purchase Order.

13. PRIVACY

13.1 Where the Contractor Processes Personal Information in connection with this Purchase Order, the Contractor will:

- (a) comply with all applicable Data Privacy Laws; and
- (b) take all appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Information and against accidental loss, disclosure or destruction of, or damage to, Personal Information.

14. INTELLECTUAL PROPERTY

14.1 Subject to the terms and conditions of this clause 14, the Contractor's Background IP remains vested in the Contractor and the Company's Background IP and all Intellectual Property Rights in the Company's Technical Material remains vested in the Company.

14.2 The Contractor:

- (a) grants the Company a worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable licence to use the Contractor's Background IP (including the right to assign and sub-license the Contractor's Background IP), to the extent necessary to use the Goods and/or Services and the Project IP; and
 - (b) assigns to the Company all Project IP upon the creation of that Project IP.
- 14.3 The Company grants the Contractor a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP and the Company's Background IP to the extent required to perform the Contractor's obligations under this Purchase Order.
- 14.4 A reference to 'use' in the context of a licence of Intellectual Property from one Party to the other is a reference to 'use, copy, adapt, modify, exercise, test, install, operate, maintain, manage, support and repair' within the scope of the licence which is granted.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1 The rights under this Purchase Order are personal to the Contractor and the Contractor cannot assign, transfer, charge or otherwise dispose of (including by way of declaration of trust) any of its rights, interests or obligations in respect of this Purchase Order without the prior written consent of the Company (which consent must not be unreasonably withheld).
- 15.2 The Company may assign its rights or delegate any obligation in respect of this Purchase Order or novate the Purchase Order to a Related Entity or a party financially capable of meeting its obligations, and the Contractor irrevocably consents to such assignment, delegation or novation. If required by the Company, the Contractor must enter into any document reasonably required to give effect to the assignment, delegation or novation.
- 15.3 The Contractor must obtain the approval of the Company before appointing a subcontractor to perform any part of its obligations under this Purchase Order. The Contractor is liable to the Company for the acts and omissions of any subcontractor as if they were acts and omissions of the Contractor.
- 15.4 The Contractor must ensure that all subcontracts contain terms that oblige the subcontractor to perform its obligations under the subcontract in a way that ensures that the Contractor complies with its obligations under this Purchase Order.

16. BHP CODE OF CONDUCT AND MINIMUM REQUIREMENTS FOR SUPPLIERS

- 16.1 BHP has developed a policy entitled "Working with Integrity: Code of Business Conduct".
- 16.2 The Contractor acknowledges that it has access to a copy of the Code of Conduct, which can also be found at BHP's website.
- 16.3 The Contractor is expected to read, understand and adhere to the Code of Conduct applicable from time to time. Where an aspect of the Code of Conduct mandates a BHP internal standard, practice or process for the Company and its Related Entities, the Contractor is expected to adopt and adhere to a similar standard, practice or process, as applicable.
- 16.4 The Contractor must, and must ensure that its subcontractors, comply with the Minimum Requirements for Suppliers in the supply of Goods and Services.

17. ANTI-CORRUPTION OBLIGATIONS

- 17.1 The Contractor represents, warrants and agrees that neither the Contractor, any of its Related Entities nor their Personnel has authorised, offered, promised or given, or will authorise, offer, promise or give, anything of value (including a facilitation payment) to:

- (a) any Government Official, in order to influence or reward official action relating to either, or both, the Company or this Purchase Order;
 - (b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust (“acting improperly”) in relation to either, or both, the Company or this Purchase Order, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
 - (c) any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be authorised, offered, promised or given to:
 - (i) a Government Official in order to influence or reward official action relating to either, or both, the Company or this Purchase Order; or
 - (ii) any person in order to influence or reward such person for acting improperly or in violation of any applicable Anti-corruption Laws.
- 17.2 The Contractor will notify the Company promptly, and in any event within 5 Business Days, of any request or demand for any payment, gift or other advantage that violates any Applicable Anticorruption Laws received by the Contractor, any of its Related Entities or their Personnel in relation to the Company or this Purchase Order.
- 17.3 The Contractor must ensure that neither the Contractor, any of its Related Entities nor their Personnel will receive or agree to accept any payment, gift or other advantage that violates any Applicable Anti-corruption Laws in relation to the Company or this Purchase Order.
- 17.4 Save for any ownership interest in respect of shares listed on a recognised stock exchange, the Contractor represents and warrants that:
- (a) neither the Contractor, any of its Related Entities nor any other entity in which the Contractor has an ownership interest is directly or indirectly owned or controlled, in whole or in part, by any Government Official in a position to take or influence official action for or against the Company; and
 - (b) no officer, director, employee or shareholder of the Contractor is, or currently expects to become, such a Government Official during the term of this Purchase Order.
- 17.5 The Contractor will notify the Company promptly, and in any event within 5 Business Days, upon becoming aware that any officer, director, employee or shareholder becomes, or expects to become, a Government Official in a position to take or influence official action for or against the Company.
- 17.6 The Contractor will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with the Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.
- 17.7 If:
- (a) a breach of this clause 17 (other than clause 17.6) occurs or the Company knows or believes, acting reasonably, that such a breach is imminent; or
 - (b) notice is given pursuant to clause 17.5 above,
- then the Company may (without prejudice to any other rights that it might have) exercise its right under clause 10.1 to end this Purchase Order, in which event, the Company will not be obliged to:

- (y) make any payment (whether under clause 10.1 or otherwise) to the Contractor in respect of goods, services or other benefits that have been procured through, or are related to, the breach of this clause 17; and
 - (z) reimburse or indemnify the Contractor for any liability or cost connected with the breach of this clause 17.
- 17.8 The Contractor must notify the Company promptly upon becoming aware of any breach, imminent breach or suspected or potential breach of clause 17.1, clause 17.3 or clause 17.4 by the Contractor, the Contractor's Related Entities or their Personnel.

18. CONTRACTOR TO MAINTAIN BOOKS AND RECORDS

- 18.1 The Contractor will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, this Purchase Order.
- 18.2 The Contractor will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with this Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.
- 18.3 The Contractor will, upon request, permit the Company to audit and examine any books and financial records necessary for the verification of compliance with the Contractor's representations, warranties and undertakings under clause 5, clause 15, clause 16 and clause 17.
- 18.4 The Contractor will provide any information and assistance reasonably required by the Company to enable and facilitate the audit and examination under clause 18.3, including access to the Contractor Personnel.

19. ANTI-COMPETITIVE BEHAVIOUR

- 19.1 Each Party hereby warrants that, as at the date of this Purchase Order and on each subsequent occasion it performs obligations under this Purchase Order, it has not engaged in any Anticompetitive Behaviour in relation to the potential or actual terms and conditions of this Purchase Order, including the Price.

20. TRADE CONTROLS

- 20.1 Each Party must, in performing this Purchase Order, comply with Applicable Trade Controls Laws.
- 20.2 The Contractor must not, without the Company's prior written consent, provide to the Company any:
- (a) Goods that have been transported by a Sanctioned Party or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any Goods grown, produced, manufactured, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned Party and any Goods that have entered into commerce in a Sanctioned Country or Territory;
 - (b) Services of Sanctioned Country or Territory origin, including but not limited to any Services performed in a Sanctioned Country or Territory and any Services performed outside of a Sanctioned Country or Territory by an entity organised under the laws of a Sanctioned Country or Territory, or a person ordinarily resident in a Sanctioned Country or Territory; or
 - (c) Services that involve a Sanctioned Party in any respect.
- 20.3 Each Party represents and warrants that it:

- (a) is not organised under the laws of, or located or ordinarily resident in, a Sanctioned Country or Territory;
- (b) is not part of nor owned or controlled by the government of a Sanctioned Country or Territory;
- (c) is not a Sanctioned Party; and
- (d) will not take any actions that cause it to become a Sanctioned Party or otherwise to become sanctioned, restricted, or designated under Applicable Trade Controls Laws during the term of this Purchase Order, but if a Party becomes or expects to become a Sanctioned Party or otherwise sanctioned, restricted, or designated, that Party must notify the other Party as soon as possible.

These representations and warranties continue in effect for the term of this Purchase Order.

- 20.4 On request by the Company, the Contractor must provide to the Company the export control jurisdiction and classification and harmonised tariff/import code of any Goods, software, technology or other items that the Contractor provides to the Company in connection with this Purchase Order.
- 20.5 Nothing in this Purchase Order requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.
- 20.6 Either Party may immediately end this Purchase Order by giving written notice to the other Party if that other Party breaches this clause 20 (other than clause 20.4). Despite anything to the contrary in this Purchase Order, including clause 10.1, if the Company ends this Purchase Order for a breach by the Contractor of this clause 20 (other than clause 20.4), the Company will have no obligation to return any Goods, make any payments, or otherwise provide compensation to the Contractor, unless the Company has received all government authorisations required to do so.

21. GENERAL

- 21.1 The Parties waive any right to have this Purchase Order translated from the English language into any other language. If this Purchase Order is subsequently recorded in any other language, the English language version shall prevail to the extent of any inconsistency.
- 21.2 This Purchase Order and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the law in force in the Jurisdiction.
- 21.3 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Purchase Order.
- 21.4 The Parties irrevocably agree that the courts located within the Jurisdiction will have nonexclusive jurisdiction to settle any dispute that arises out of or in connection with this Purchase Order or its subject matter or formation (including non-contractual disputes).
- 21.5 To the extent permitted by Law, this Purchase Order constitutes the entire agreement between the Parties.
- 21.6 An amendment to any term of this Purchase Order, or a waiver of any right arising under or in connection with this Purchase Order, must be in writing and signed by the Parties.

22. DEFINITIONS

- 22.1 In this Purchase Order (unless the context otherwise requires):

Anti-competitive Behaviour means any conduct (including entering into, or giving effect to, an agreement or any other form of coordination or cooperation), whether past, present or potential, that is unlawful or otherwise restricted or prohibited under any applicable competition Law.

Applicable Anti-corruption Laws means any anti-corruption Laws that are applicable to either the Company, the Contractor or this Purchase Order, including without prejudice to the generality of the foregoing:

- (a) the United States Foreign Corrupt Practices Act;
- (b) the United Kingdom Bribery Act 2010; and
- (c) the Australian Criminal Code 1995 (Cth).

Applicable Trade Controls Laws means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council or any other country with jurisdiction over activities undertaken in connection with this Purchase Order, and also includes U.S. anti-boycott laws and regulations.

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction.

Background IP means any intellectual property owned or licensed by a party which that party makes available, contributes, brings to or uses in connection with this Purchase Order.

Business Day means a day that is not a Saturday, Sunday, a public holiday at the Site, nor 27, 28, 29, 30 or 31 December.

Code of Conduct is the policy developed by BHP referred to in clause 16.

Company means the entity named as such in this Purchase Order.

Company Group means the following entities and persons individually and collectively:

- (a) the Company;
- (b) the Company's Related Entities;
- (c) the Company's Separate Contractors;
- (d) the Company's co-venturers, co-owners, partners, joint venturers, co-lessees, coworking interest owners, farmers, and farmees, and their respective Related Entities; and
- (e) the agents, representatives, directors, officers, assigns, managers, members, shareholders, owners, and employees of all of the foregoing.

Company Personnel means the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, invitees and employees of the Company, Company's Related Entities and Separate Contractors.

Company's Technical Material means any Technical Material provided by the Company to the Contractor for the purposes of this Purchase Order or which is copied or derived from Technical Material so provided.

Confidential Information means:

- (a) the terms of this Purchase Order;
- (b) all information (in any form) relating to the Company or the Company Group made available to the Contractor at any time in connection with this Purchase Order; and
- (c) any information that concerns the business, operations, finances, plans, Personnel or customers of the Company or the Company Group, which is disclosed to, or acquired by, the Contractor (including any information that is derived from such information),

but does not include information which:

- (x) is or becomes public knowledge other than by a breach of this Purchase Order; or
- (y) has been independently developed by the Contractor without breach of this Purchase Order or acquired by the Contractor from a source which was not subject to a duty of confidentiality to the Company or its Related Entities (but only if, to the Contractor's knowledge, the source is not prohibited from disclosing such Confidential Information to the Contractor).

Consumption Tax means value-added tax, goods and services tax or any tax analogous thereto, but excludes any statutory late payment interest or penalties.

Contractor means the person or entity named as such in this Purchase Order.

Contractor Group means the following entities and persons individually and collectively:

- (a) Contractor;
- (b) Contractor's Related Entities;
- (c) Contractor's subcontractors of any tier and each of their respective Related Entities; and (d) the agents, representatives, servants, directors, officers, assigns, managers, members, invitees, shareholders, owners, employees and invitees of all of the foregoing.

Contractor Personnel means the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, invitees and employees of the Contractor, Contractor's Related Entities and Contractor's subcontractors of any tier and their respective Related Entities.

Contractor Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of the Goods or the performance of the Services.

Data Privacy Laws means all laws now or in the future relating to data protection, privacy and information security, including all applicable international, regional, federal, or national data protection laws, regulations and regulatory guidance.

Defect means any aspect of the Goods or Services not in accordance with this Purchase Order, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods or Services.

Defects Correction Period means, in respect of Goods, 24 months from the date of delivery of the Goods and in respect of Services, 12 months from the date on which a Service is last performed, as adjusted in accordance with this Purchase Order.

Delivery Date means the delivery date specified on the Purchase Order.

Delivery Point means the Site, or such other place which is specified in the Purchase Order as the place for delivery of the Goods.

Goods means the goods, if any, specified as such in this Purchase Order (including any part of the goods specified).

Government Official means any:

- (a) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity, wholly or partially-owned government entity, or public international organisation;
- (b) political party, party official or candidate;
- (c) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
- (d) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (a), (b) or (c) above.

Intellectual Property means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include:

- (a) all rights in all applications to register these rights; and
- (b) all renewals and extensions of these rights.

Invoice means an invoice submitted by the Contractor in accordance with clause 5 or a recipient created tax invoice generated by the Company which meets all of the requirements of a valid invoice for Consumption Tax purposes in the Jurisdiction.

Jurisdiction means the state or territory where the Company has its principal place of business.

Law means:

- (a) all legislation including regulations, bylaws, orders and other subordinate legislation;
- (b) other than in circumstances where the Site is located in a civil law jurisdiction, common law; and
- (c) any licence, permit, consent, authorisation, registration, filing, agreement, notice, notarisation, approval, determination, certificate, ruling, exemption from any Authority or under any Law which must be obtained or satisfied and includes any condition or requirement under the foregoing.

Minimum Requirements for Suppliers are BHP's minimum health, safety, environment, community and business conduct requirements for its suppliers, as set out in a schedule to this Purchase Order or as subsequently published by BHP from time to time and notified to the Contractor. **Party** means the Company or the Contractor, and **Parties** means both of them.

Personal Information means information and data which relates to a living individual who can be identified from that information or from that information in combination with other information reasonably likely to come into the possession of the same party, whether the information is recorded in a material form or not.

Personnel means directors, officers, employees, agents, contractors and subcontractors, but a reference to the Company's Personnel excludes the Contractor.

Price means the price or rates specified as such in this Purchase Order.

Processing means, in relation to information or data, collecting, using or disclosing the information or data and any other operation which may be performed upon the information or data, and "**process, processes and processed**" will be interpreted accordingly.

Project IP means all intellectual property (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of this Purchase Order.

Purchase Order means a document entitled "Purchase Order" which is issued by the Company to the Contractor to order any Goods and/or Services. A Purchase Order incorporates the Purchase Order Terms and Conditions and any other document which is attached to, or incorporated by reference in, the Purchase Order or Purchase Order Terms and Conditions.

Purchase Order Terms and Conditions means these terms and conditions.

Related Entities means, in relation to a Party or other entity, an entity that is:

- (a) a controlling company;
- (b) a controlled company; or
- (c) a controlled company of a controlling company, of that Party or other entity and in respect of the Company includes:
 - (v) BHP Group Plc;
 - (w) BHP Group Limited;
 - (x) any entity controlled by BHP Group Plc or BHP Group Limited;
 - (y) any entity controlled by BHP Group Plc and BHP Group Limited taking into account the aggregate percentage interests of their respective direct or indirect shareholdings in that entity; or
 - (z) any entity controlling or controlled by the entities referred to in paragraphs (d) to (g).

For the purposes of this definition, one entity controls another when at the relevant time:

- (i) it owns either directly or indirectly or is otherwise in a position to cast, or control the casting of, not less than 50% of the shares entitled to vote at general meetings of that other entity; or
- (ii) it controls the composition of a majority of the board of that other entity, and

"**controlled**" and "**controlling**" will be construed accordingly.

Sanctioned Country or Territory means any country or territory against which comprehensive sanctions are imposed by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the activities undertaken in connection with this Purchase Order, and currently includes Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine.

Sanctioned Party means:

- (a) any person or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, Australia's Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; and
- (b) any entity 50% or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or entities.

Separate Contractors means all contractors, subcontractors, consultants and other persons (other than any member of Contractor Group) engaged by Company or its Related Entity to carry out any works or services of whatever nature.

Services means the services, if any, specified as such in this Purchase Order (including any part of the specified services and any ancillary services).

Site means the place described as such in this Purchase Order as the place for the use or storage of the Goods by the Company or for the performance of the Services.

Site Standards and Procedures means all the Company's standards, policies and procedures that are of general application at the Site in relation to matters concerning safety, health, the environment, industrial relations and personal conduct, including those found on BHP's website.

Tax:

- (a) includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,
- (b) does not include Consumption Tax.

Technical Material means the models, software (including source code and object code versions), information, design concepts, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, diagrams, charts, specifications, records, concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means.

Withholding Amount means the amount that the Company is required by Law to withhold or deduct with respect to or which relates to any Tax.

Addendum for Trion-Specific Provisions

If Contractor is providing Goods or Services for use onshore or offshore in Mexico, the definitions and provisions in this Addendum for Trion-Specific Provisions (this “**Addendum**”) will also apply. The terms of this Addendum are intended to be in addition to the existing terms in the Purchase Order Terms and Conditions, but to the extent there is a conflict between the terms of the Purchase Order Terms and Conditions and this Addendum, this Addendum will control.

23. ADDITIONAL AND AMENDED DEFINITIONS

23.1 The following terms are added as definitions to the Purchase Order Terms and Conditions. If a term is already defined in the Purchase Order Terms and Conditions, then the term as defined below will replace and supersede the term as defined in the Purchase Order Terms and Conditions:

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction, other than Petróleos Mexicanos (“**Pemex**”) and any of its Related Entities or subsidiaries.

Contract Area means the area licensed pursuant to the Trion License.

Fault means any action or omission of Contractor or Contractor Personnel that produces a result that it did not foresee and was foreseeable, or that it did foresee trusting that it would not take place, and in either case that leads to a violation of the applicable Laws or a duty that was objectively necessary to observe with regard to industrial safety.

Liens means lien, charge, privilege, security interest or encumbrance of any kind.

Petroleum Activities means surface reconnaissance and exploration, exploration, appraisal, extraction and abandonment activities carried out in the Contract Area pursuant to the Trion License.

Serious Accident means any accident in which all of the following circumstances occur:

- (a) Damage to Facilities that implies their total or partial loss in such manner that prevents the Company from carrying out Petroleum Activities in the Contract Area during a period exceeding ninety (90) Days as of when such accident occurs. For this definition, the term “**Facilities**” shall be understood as the set of materials that constitute productive units whose purpose is the discovery, production, storage, processing or displacement of hydrocarbons;
- (b) Fatality, and
- (c) When the loss of production in such accident implies any uncontrolled destruction or leak of hydrocarbons, equal or higher than ten thousand (10,000) barrels of equivalent crude oil; different from the vented, flared and discharged under standard operating conditions during the performance of the Petroleum Activities conducted under best industry practices and the applicable Laws of Mexico. If the accident occurs during the Exploration Period (as defined in the Trion License), any oil or condensates spill or natural gas leak shall be considered as loss of production.

Trion JOA means that certain Joint Operating Agreement between Pemex Exploración y Producción and BHP Billiton Petróleo Operaciones de Mexico, S. de R.L. de C.V. dated as of March 3, 2017; including, any replacement consortium Joint Operating Agreement, as applicable.

Trion License means that certain Agreement for the Exploration and Extraction of Hydrocarbons under the License Regime (Deep Water) among the National Hydrocarbons Commission of Mexico, Pemex Exploración y Producción and BHP Billiton Petróleo Operaciones de Mexico, S. de R.L. de C.V., dated as of March 3, 2017.

Work in Mexico means all Goods/Services to be provided by Contractor or any member of the Contractor Group to Company for use onshore and/or offshore Mexico.

24. GOVERNING LAW AND VENUE

24.1 Notwithstanding clause 21.2, this Purchase Order and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the laws of the State of Texas of the United States of America, as though all acts or omissions hereunder had occurred in such state, without reference or regard to any state's conflict of law rules, procedures or principles.

24.2 Notwithstanding clause 21.4, Contractor and Company (a) consent to the exclusive jurisdiction and venue of the federal and state courts located in Harris County, Texas in any action arising out of or relating to this Purchase Order; (b) waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agree not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise. Contractor and Company hereby waive their right to a jury trial and agree that all disputes related in any way to this Purchase Order shall be resolved by a bench trial.

25. ANTI-CORRUPTION

25.1 Pemex and any of its Related Entities or subsidiaries is included within the definition of "Government Official" for the purposes of clause 17 of the Purchase Order Terms and Conditions.

25.2 The Contractor represents, warrants and agrees that neither the Contractor, any of its Related Entities nor the Contractor Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to any Close Family Member of any Government Official, in order to influence or reward action by or at the behest of such Government Official relating to Company and/or this Purchase Order. For purposes hereof, "**Close Family Member**" means spouses, children, parents, siblings, cousins and any other relatives of any such Government Official.

26. BOOKS AND RECORDS

26.1 Contractor's obligation to keep and maintain books and records in clause 18.1 of the Purchase Order will apply for a period of five (5) years following the termination of this Purchase Order.

27. INSURANCE

27.1 Contractor shall ensure that for any Work in Mexico Contractor obtains any and all further insurances as required by all Laws governing the Work in Mexico. Prior to providing any Goods and/or Services for Work in Mexico, Contractor shall provide and shall cause its subcontractors to provide to Company certificates of insurance proving compliance with this clause.

27.2 An Owner's Limitation Clause shall not be included in any of the policies required for Work in Mexico. Additionally, any policies for Work in Mexico must also add all parties to the Trion JOA as additional insureds, and shall waive all rights of subrogation against all parties to the Trion JOA. All policies for Work in Mexico shall contain navigation limits adequate for the performance for such Work in Mexico.

28. COMPLIANCE WITH LAWS

28.1 For Work in Mexico, Contractor shall at all times comply with the applicable Laws of Mexico, including without limitation, with any of the requirements, regulations and policies related to Mexico's Hydrocarbons Law, Hydrocarbons Revenue Law, Federal Labor Law, or issued by the Mexican National Hydrocarbons Commission and all other Authorities in Mexico.

28.2 Contractor certifies that, unless specifically exempted, all equipment, Goods and/or Services furnished by Contractor under this Purchase Order have been manufactured, processed and

delivered and all labor shall be performed in full conformance with all applicable Laws, including Applicable Anti-corruption Laws.

29. TRION LICENSE AND JOA

29.1 Contractor acknowledges and agrees that it has reviewed, and understands the obligations set forth in the Trion License and Trion JOA, and that it will, and shall require all of its employees, representatives, agents, and subcontractors, performing any Work in Mexico, to comply with the obligations and provisions therein. The Trion License and Trion JOA are publicly available at the Mexican National Hydrocarbons Commission website.

30. ENFORCEMENT

30.1 Contractor acknowledge and agrees that that any performance for Work in Mexico shall be demanded exclusively of the Company and not any other party to the Trion JOA or the Trion License.

30.2 Notwithstanding any other provision herein, the Contractor acknowledges and agrees that Company may enforce any provisions under this Purchase Order on its behalf and that of any other party to the Trion JOA, as applicable. Furthermore, the Contractor shall include provisions in any contract with its subcontractors doing Work in Mexico that

- (a) mirror the provisions of this clause,
- (b) name the Company and any other party to the Trion JOA as third-party beneficiaries of the same, and
- (c) allow the Company to directly enforce any such provision on Company's behalf and that of the other parties of the Trion JOA.

31. INVOICING AND PAYMENT

31.1 Notwithstanding anything herein to the contrary:

- (a) Contractor shall invoice Company (i) for nonrecurring Work in Mexico, upon the completion of such nonrecurring Work in Mexico and (ii) for Work in Mexico performed on a recurring basis, at the end of each calendar month during which such Work in Mexico is performed. Contractor shall not include any charges for work, goods, rentals or other services outside of Mexico with the invoices for Work in Mexico. All invoices must be submitted in compliance with all applicable Laws. Contractor shall include detailed support and documentation as necessary for Company to comply with Mexico's Hydrocarbons Law and Hydrocarbons Revenue Law and Contractor shall provide all invoices in the form and content as required by such laws and as otherwise required by Company. Delay in receiving Contractor's invoices, discrepancies between invoices and Work in Mexico provided, failure to provide all necessary support and documentation for such invoices or other errors or omissions, will be considered just cause for withholding payment without loss of any applicable cash discount privilege. Any invoices submitted by Contractor to Company later than three (3) months following the completion of nonrecurring Work in Mexico or later than three (3) months following

the end of the applicable calendar month for recurring Work in Mexico shall not be paid by Company.

- (b) Company may withhold at any time such amounts as may be necessary to protect Company from loss based on defective Work in Mexico, damage or loss to Company for which Contractor is or may be liable to Company, loss based on Contractor's failure to submit invoices as necessary for compliance with Mexico's Hydrocarbons Law and Hydrocarbons Revenue Law or potential loss or damages due to Contractor failing to pay

its subcontractors, suppliers, vendors and/or employees in connection with the Work in Mexico.

- (c) Contractor must provide Company by January 15 of each year with an annual certification signed by an officer of the Contractor as to the total invoiced sums for the Work in Mexico for the previous year by Contractor for Company which was performed and/or manufactured by companies organized and existing under the laws of Mexico in compliance with the national content regulations and policies of the Mexican National Hydrocarbons Commission and all other Authorities in Mexico.
- (d) Notwithstanding anything in this Purchase Order to the contrary, Contractor shall release, indemnify, protect, defend and hold harmless Company, its Related Entities, Separate Contractors and Company Personnel from and against any and all claims arising out of or related to Contractor's failure to submit invoices in accordance with this clause.

32. PERFORMANCE BOND

- 32.1 The Company, may, at its sole discretion, require the Contractor to obtain a performance bond for the benefit of Company, ensuring due delivery of the Goods or performance of the Services in accordance with these terms and conditions, and within the time period set forth in this Purchase Order. If required, such performance bond shall be issued by a reputable surety previously approved by Company, at its sole discretion.

33. PROTECTION FROM LIENS

- 33.1 Contractor shall not fix or permit to exist any Liens arising from or relating to the Work in Mexico (and/or any other Services performed by Contractor arising out of or related to properties in which Company owns an interest) upon or against any property of Company or any oil or gas produced by Company or the proceeds thereof. Company shall have the right to withhold all or any part of any payment due or to become due to Contractor under this Purchase Order, or under any other contract or agreement between Company and Contractor, at any time when there exists any Lien. Contractor shall release, indemnify, protect, defend and hold harmless Company from and against any and all Liens and any and all related claims. Contractor shall cause any agreement with its subcontractors (and any of such subcontractors' subcontractors) to have a similar provision to this clause, which shall run in favor of the Company as a third party beneficiary.

34. LABOR OBLIGATIONS AND NATIONAL CONTENT REQUIREMENTS

- 34.1 Contractor must provide, as requested by Company, information satisfactory to Company that Contractor has complied with all immigration requirements of Mexico in connection with nonMexican employees performing Services in Mexico during Contractor's Work in Mexico. For any Work in Mexico, Contractor shall comply with, and at Company's request, provide Company with any and all information regarding compliance with, Mexican labor laws, including, without limitation, tax withholding, payment of profit sharing obligations, and payment of any and all other obligations under Laws of Mexico. Contractor expressly acknowledges and understands that it shall be solely responsible and liable for any and all payments arising out of or related to its employees, including, but not limited to, any payments made pursuant to Mexico's Federal Labor Law, Social Security Law and/or National Worker's Housing Fund Law. **Contractor shall release, indemnify, protect, defend and hold harmless the Company Group from and**

against any and all claims arising out of or related to Contractor's failure to make any payment or perform any obligation as set forth in this clause.

- 34.2 Contractor acknowledges that it shall act as an independent contractor and not as an agent or representative of Company, therefore, Contractor Personnel shall not be considered employees of Company or its Related Entities. Contractor further acknowledges that any supervision that Company may exercise over Contractor Personnel is pursuant to this Purchase Order and does not establish an employer/employee relationship between Contractor Personnel and Company or its Related Entities. **Contractor shall release, indemnify, protect, defend and hold harmless the**

Company Group from any and all costs, expenses (including reasonable attorneys' fees) and liability incurred by Company and its Related Entities as a result of claims, complaints or actions of any kind that may be filed by or representing Contractor Personnel with respect to the state of an employment relationship, rights or conditions of Contractor Personnel.

- 34.3 Contractor acknowledges and is aware that the Company is subject to national content obligations with respect to its activities in Mexico. Contractor agrees to (a) promptly deliver to Company any and all information or documents related to any national content requirements as may be requested by Company, such as any invoices, any equipment information or information regarding the salary payments of any of Contractor's or any subcontractor's employees, and (b) allow (with prior five (5) day written notice) any third party designated by Company to independently verify the national content calculation methodology with respect to Goods or Services. If Contractor fails to comply with such requests, as well as with any of the applicable Laws of Mexico, and the Company incurs any penalty, charge, fine, cost, expense and/or other liability, then Contractor shall pay any such amounts to Company within five (5) days of the Company incurring any such penalty, charge, fine, cost, expense and/or other liability. **Contractor shall release, indemnify, protect, defend and hold harmless the Company Group from and against any and all claims arising out of or related to Contractor's failure to comply with the national contents requirements, regulations and policies of Mexico's Hydrocarbons Law and Hydrocarbons Revenue Law, the Mexican National Hydrocarbons Commission and/or any other Authorities in Mexico.**

35. ADDITIONAL INDEMNITY

- 35.1 **NOTWITHSTANDING ANY OTHER PROVISION HEREIN, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH, THE PROVISION OF GOODS AND/OR SERVICES (INCLUDING INGRESS OR EGRESS OF PERSONNEL OR LOADING OR UNLOADING CARGO), FOR OR RELATING TO:**

- (a) **A SERIOUS ACCIDENT CAUSED BY FAULT OR WILLFUL MISCONDUCT OF CONTRACTOR OR CONTRACTOR PERSONNEL THAT RESULTS IN ADMINISTRATIVE RESCISSION OF THE TRION LICENSE; AND**
- (b) **THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER ACTION OR OMISSION OF CONTRACTOR OR CONTRACTOR PERSONNEL THAT RESULTS IN CONTRACTUAL RESCISSION OF THE TRION LICENSE.**

36. INFORMATION REQUESTS

- 36.1 Contractor must submit directly to the Mexican Petroleum Fund for Stabilization and Development, the Treasury Department, or the Mexican National Hydrocarbons Commission, upon their request, information regarding Contractor's transactions with Company under this Purchase Order. Contractor must notify Company promptly after receiving any such request.
- 36.2 The rights and obligations under this clause 36 continue after the termination of this Purchase Order.

37. SUBCONTRACTORS

- 37.1 All subcontracts between Contractor and its subcontractors, and with their respective subcontractors, agents and representatives, relating to any portion of the Work in Mexico shall contain covenants relating to national content, indemnity, insurance and safety that are substantially similar, in all material respects, to those set forth herein.
- 37.2 Contractor shall be responsible for verification that subcontractors have written programs in place to comply with all applicable Laws, rules, regulations, national certifications, governmental policies, including, but not limited to, the national content regulations and policies of the Mexican National Hydrocarbons Commission and all other Authorities in Mexico. Contractor will be responsible for verifying that subcontractors' employees are adequately trained and have the skills and knowledge

to perform their assigned duties before the Work in Mexico is to be performed. Contractor shall be solely liable for any deficiency in its contracts with its subcontractors, agents and representatives and for any deficiency in their contract with their respective subcontractors, agents and representatives.

- 37.3 Contractor shall release, indemnify, protect, defend and hold harmless Company Group from and against any and all claims arising out of or related to Contractor's use of subcontractors in connection with the Work in Mexico, including, but not limited to, any breach of the requirements set forth in this clause 37.**

Addendum for Newfoundland and Labrador Specific Provisions

If Contractor is providing Goods or Services for use onshore or offshore in Newfoundland and Labrador (“NL”), the definitions and provisions in this Addendum for NL-Specific Provisions (this “**Addendum**”) will also apply. The terms of this Addendum are intended to be in addition to the existing terms in the Purchase Order Terms and Conditions, but to the extent there is a conflict between the terms of the Purchase Order Terms and Conditions and this Addendum, this Addendum will control.

23. ADDITIONAL AND AMENDED DEFINITIONS

23.1. The following terms are added as definitions to the Purchase Order Terms and Conditions. If a term is already defined in the Purchase Order Terms and Conditions, then the term as defined below will replace and supersede the term as defined in the Purchase Order Terms and Conditions:

Applicable Anti-Corruption Laws means any anti-corruption Laws that are applicable to either the Company, the Contractor or this Purchase Order, including without prejudice to the generality of the foregoing:

- (a) the United States Foreign Corrupt Practices Act;
- (b) the United Kingdom Bribery Act 2010;
- (c) the Australian Criminal Code 1995 (Cth); and
- (d) the Canadian Corruption of Foreign Public Officials Act

Contract Area means the area licensed pursuant to the Exploration License.

Exploration License means Exploration Licence No. 1157 and/or Exploration Licence No. 1158, each dated as of January 15, 2019 and issued by Canada-Newfoundland & Labrador Offshore Petroleum Board to BHP Petroleum (New Ventures) Corporation.

Fault means any action or omission of Contractor or Contractor Personnel that produces a result that it did not foresee and was foreseeable, or that it did foresee trusting that it would not take place, and in either case that leads to a violation of the applicable Laws or a duty that was objectively necessary to observe with regard to industrial safety.

Liens means lien, charge, privilege, security interest or encumbrance of any kind.

Petroleum Activities means surface reconnaissance and exploration, exploration, appraisal, extraction and abandonment activities carried out in the Contract Area pursuant to the Exploration License.

Work in Newfoundland and Labrador means all Goods/Services to be provided by Contractor or any member of the Contractor Group to Company for use onshore and/or offshore Newfoundland and Labrador.

24. GOVERNING LAW AND VENUE

24.1. Notwithstanding clause 21.2, this Purchase Order and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the laws of the State of Texas of the United States of America, as though all acts or omissions hereunder had occurred in such state, without reference or regard to any state’s conflict of law rules, procedures or principles.

24.2. Notwithstanding clause 21.4, Contractor and Company (a) consent to the exclusive jurisdiction and venue of the federal and state courts located in Harris County, Texas in any action arising out of or relating to this Purchase Order; (b) waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agree not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise. Contractor and Company hereby waive their right to a jury trial and agree that all disputes related in any way to this Purchase Order shall be resolved by a bench trial.

25. ANTI-CORRUPTION

- 25.1. The Contractor represents, warrants and agrees that neither the Contractor, any of its Related Entities nor the Contractor Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to any Close Family Member of any Government Official, in order to influence or reward action by or at the behest of such Government Official relating to Company and/or this Purchase Order. For purposes hereof, “**Close Family Member**” means spouses, children, parents, siblings, cousins and any other relatives of any such Government Official.

26. BOOKS AND RECORDS

- 26.1. Contractor’s obligation to keep and maintain books and records in clause 18.1 of the Purchase Order will apply for a period of seven (7) years following the termination of this Purchase Order.

27. INSURANCE

- 27.1. Contractor shall ensure that for any Work in Newfoundland and Labrador Contractor obtains any and all further insurances as required by all Laws governing the Work in Newfoundland and Labrador. Prior to providing any Goods and/or Services for Work in Newfoundland and Labrador, Contractor shall provide and shall cause its subcontractors to provide to Company certificates of insurance and confirmation of registration with the Workplace, Health Safety and Compensation Commission, proving compliance with this clause.
- 27.2. An Owner’s Limitation Clause shall not be included in any of the policies required for Work in Newfoundland and Labrador. Additionally, any policies for Work in Newfoundland and Labrador must also add all parties to with whom the Company may enter into a joint venture or joint operating agreement as additional insureds, and shall waive all rights of subrogation against all parties to a joint venture or joint operating agreement. All policies for Work in Newfoundland and Labrador shall contain navigation limits adequate for the performance for such Work in Newfoundland and Labrador.

28. COMPLIANCE WITH LAWS

- 28.1. For Work in Newfoundland and Labrador, Contractor shall at all times comply with the applicable Laws of Newfoundland and Labrador and Canada, as applicable, including without limitation, with any of the requirements, regulations and policies related to Newfoundland and Labrador’s offshore petroleum operations and all other Authorities in Newfoundland and Labrador and Canada.
- 28.2. Contractor certifies that, unless specifically exempted, all equipment, Goods and/or Services furnished by Contractor under this Purchase Order have been manufactured, processed and delivered and all labor shall be performed in full conformance with all applicable Laws, including Applicable Anti-corruption Laws.

29. CANADA – NEWFOUNDLAND AND LABRADOR BENEFITS

- 29.1. Contractor acknowledges and agrees that it has reviewed, and understands the applicable law governing the use of Canadian and Newfoundland and Labrador personnel, goods and services, including the Canada-Newfoundland and Labrador benefits requirements. Contractor shall, throughout the term of this Agreement, take such action as the Company may specify to enable the Company to comply with all applicable Law regarding the use of Canadian and Newfoundland and Labrador personnel, goods and services, including the Canada-Newfoundland and Labrador benefits requirements and those requirements set forth in Schedule 1– “Canada-Newfoundland and Labrador Benefits”.
- 29.2. Contractor shall require all of its employees, representatives, agents, and subcontractors, performing any Work in Newfoundland and Labrador, to comply with the Canada-Newfoundland and Labrador benefits obligations and provisions herein.
- 29.3. Contractor shall provide reports in the manner and format described in Schedule 1 “Canada-Newfoundland and Labrador Benefits”.

30. ENFORCEMENT

- 30.1. Contractor acknowledge and agrees that that any performance for Work in Newfoundland and Labrador shall be demanded exclusively of the Company, and not any other party with whom the Company may enter into a joint venture or joint operating agreement.
- 30.2. Notwithstanding any other provision herein, the Contractor acknowledges and agrees that Company may enforce any provisions under this Purchase Order on its behalf and that of any other party with whom the Company may enter into a joint venture or joint operating agreement. Furthermore, the Contractor shall include provisions in any contract with its subcontractors doing Work in Newfoundland and Labrador that (a) mirror the provisions of this clause, (b) name the Company and any other party with whom the Company may enter into a joint venture or joint operating agreement as third-party beneficiaries of the same, and (c) allow the Company to directly enforce any such provision on Company's behalf and that of with whom the Company may enter into a joint venture or joint operating agreement.

31. INVOICING AND PAYMENT

- 31.1. Notwithstanding anything herein to the contrary:
- (a) Contractor shall invoice Company (i) for nonrecurring Work in Newfoundland and Labrador, upon the completion of such nonrecurring Work in Newfoundland and Labrador and (ii) for Work in Newfoundland and Labrador performed on a recurring basis, at the end of each calendar month during which such Work in Newfoundland and Labrador is performed. Contractor shall not include any charges for work, goods, rentals or other services outside of Newfoundland and Labrador with the invoices for Work in Newfoundland and Labrador. All invoices must be submitted in compliance with all applicable Laws. Contractor shall include detailed support and documentation as necessary for Company to comply with Newfoundland and Labrador's laws and Contractor shall provide all invoices in the form and content as required by such laws and as otherwise required by Company. Delay in receiving Contractor's invoices, discrepancies between invoices and Work in Newfoundland and Labrador provided, failure to provide all necessary support and documentation for such invoices or other errors or omissions, will be considered just cause for withholding payment without loss of any applicable cash discount privilege. Any invoices submitted by Contractor to Company later than three (3) months following the completion of nonrecurring Work in Newfoundland and Labrador or later than three (3) months following the end of the applicable calendar month for recurring Work in Newfoundland and Labrador shall not be paid by Company.
- (b) Company may withhold at any time such amounts as may be necessary to protect Company from loss based on defective Work in Newfoundland and Labrador, damage or loss to Company for which Contractor is or may be liable to Company, loss based on Contractor's failure to submit invoices as necessary for compliance with Newfoundland and Labrador's laws or potential loss or damages due to Contractor failing to pay its subcontractors, suppliers, vendors and/or employees in connection with the Work in Newfoundland and Labrador.
- (c) Contractor must provide Company by January 15 of each year with an annual certification signed by an officer of the Contractor as to the total invoiced sums for the Work in Newfoundland and Labrador for the previous year by Contractor for Company which was performed and/or manufactured by companies organized and existing under the laws of Newfoundland and Labrador in compliance with all applicable law regarding the use of Canadian and Newfoundland and Labrador personnel, goods and services, including the Canada-Newfoundland and Labrador benefits requirements and those requirements set forth in Schedule 1 – "Canada-Newfoundland and Labrador Benefits".
- (d) Notwithstanding anything in this Purchase Order to the contrary, Contractor shall release, indemnify, protect, defend and hold harmless Company, its Related Entities, Separate Contractors and Company Personnel from and against any and all claims arising out of or related to Contractor's failure to submit invoices in accordance with this clause.

32. PERFORMANCE BOND

- 32.1. The Company, may, at its sole discretion, require the Contractor to obtain a performance bond for the benefit of Company, ensuring due delivery of the Goods or performance of the Services in accordance with these terms and conditions, and within the time period set forth in this Purchase Order. If required, such performance bond shall be issued by a reputable surety previously approved by Company, at its sole discretion.

33. PROTECTION FROM LIENS

- 33.1. Contractor shall not fix or permit to exist any Liens arising from or relating to the Work in Newfoundland and Labrador (and/or any other Services performed by Contractor arising out of or related to properties in which Company owns an interest) upon or against any property of Company or any oil or gas produced by Company or the proceeds thereof. Company shall have the right to withhold all or any part of any payment due or to become due to Contractor under this Purchase Order, or under any other contract or agreement between Company and Contractor, at any time when there exists any Lien. Contractor shall release, indemnify, protect, defend and hold harmless Company from and against any and all Liens and any and all related claims. Contractor shall cause any agreement with its subcontractors (and any of such subcontractors' subcontractors) to have a similar provision to this clause, which shall run in favor of the Company as a third party beneficiary.

34. LABOUR OBLIGATIONS AND NATIONAL CONTENT REQUIREMENTS

- 34.1. Contractor must provide, as requested by Company, information satisfactory to Company that Contractor has complied with all immigration requirements of Newfoundland and Labrador in connection with non-Canadian employees performing Services in Newfoundland and Labrador during Contractor's Work in Newfoundland and Labrador. For any Work in Newfoundland and Labrador, Contractor shall comply with, and at Company's request, provide Company with any and all information regarding compliance with, Newfoundland and Labrador labour laws, including, without limitation, tax withholding, payment of profit sharing obligations, and payment of any and all other obligations under Laws of Newfoundland and Labrador. Contractor expressly acknowledges and understands that it shall be solely responsible and liable for any and all payments arising out of or related to its employees, including, but not limited to, any payments made pursuant to Newfoundland and Labrador's taxation, labour and workers compensation laws. **Contractor shall release, indemnify, protect, defend and hold harmless the Company Group from and against any and all claims arising out of or related to Contractor's failure to make any payment or perform any obligation as set forth in this clause.**
- 34.2. Contractor acknowledges that it shall act as an independent contractor and not as an agent or representative of Company, therefore, Contractor Personnel shall not be considered employees of Company or its Related Entities. Contractor further acknowledges that any supervision that Company may exercise over Contractor Personnel is pursuant to this Purchase Order and does not establish an employer/employee relationship between Contractor Personnel and Company or its Related Entities. **Contractor shall release, indemnify, protect, defend and hold harmless the Company Group from any and all costs, expenses (including reasonable attorneys' fees) and liability incurred by Company and its Related Entities as a result of claims, complaints or actions of any kind that may be filed by or representing Contractor Personnel with respect to the state of an employment relationship, rights or conditions of Contractor Personnel.**
- 34.3. Contractor acknowledges and is aware that the Company is subject to benefits obligations with respect to its activities in Newfoundland and Labrador. Contractor agrees to (a) promptly deliver to Company any and all information or documents related to any benefits requirements as may be requested by Company, such as any invoices, any equipment information or information regarding the salary payments of any of Contractor's or any subcontractor's employees, and (b) allow (with prior five (5) day written notice) any third party designated by Company to independently verify the benefits content calculation methodology with respect to Goods or Services. If Contractor fails to comply with such requests, as well as with any of the applicable Laws of Newfoundland and Labrador, and the Company incurs any penalty, charge, fine, cost, expense and/or other liability, then Contractor shall pay any such amounts to Company within five (5) days of the Company incurring any such penalty, charge, fine, cost, expense and/or other liability. **Contractor shall release, indemnify, protect, defend and hold harmless the Company Group from and against any and all claims arising out of or related to Contractor's failure to comply with the national content requirements, regulations and policies of all applicable Law regarding the use of Canadian and Newfoundland and Labrador**

personnel, goods and services, including the Canada-Newfoundland and Labrador benefits requirements and those requirements set forth in Schedule 1 – “Canada-Newfoundland and Labrador Benefits”.

35. SUBCONTRACTORS

- 35.1. All subcontracts between Contractor and its subcontractors, and with their respective subcontractors, agents and representatives, relating to any portion of the Work in Newfoundland and Labrador shall contain covenants relating to national content, indemnity, insurance and safety that are substantially similar, in all material respects, to those set forth herein.
- 35.2. Contractor shall be responsible for verification that subcontractors have written programs in place to comply with all applicable Laws, rules, regulations, national certifications, governmental policies, including, but not limited to, the benefits regulations and policies of the Canada-Newfoundland and Labrador Offshore Petroleum Board and all other Authorities in Newfoundland and Labrador. Contractor will be responsible for verifying that subcontractors' employees are adequately trained and have the skills and knowledge to perform their assigned duties before the Work in Newfoundland and Labrador is to be performed. Contractor shall be solely liable for any deficiency in its contracts with its subcontractors, agents and representatives and for any deficiency in their contract with their respective subcontractors, agents and representatives.
- 35.3. Contractor shall release, indemnify, protect, defend and hold harmless Company Group from and against any and all claims arising out of or related to Contractor's use of subcontractors in connection with the Work in Newfoundland and Labrador, including, but not limited to, any breach of the requirements set forth in this clause 34.**

SCHEDULE 1

CANADA-NEWFOUNDLAND AND LABRADOR BENEFITS

BHP is committed to providing processes and procedures to ensure businesses, manufacturers, consultants, contractors and service companies in Canada, and in particular in Newfoundland and Labrador, are given “full and fair opportunity to participate on a competitive basis” to provide Goods and/or Services to the project, consistent with the statutory requirements in the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act (Section 45). Contractor must comply with these statutory requirements, commitments in BHP’s Canada-Newfoundland and Labrador Exploration Benefits Plan and any specific commitments and actions as described in Contractor’s Canada-Newfoundland and Labrador Benefits questionnaire submission.

This includes providing residents of Newfoundland and Labrador first consideration in the provision of employment and training opportunities, consistent with the Canadian Charter of Rights and Freedoms, and in the selection of Subcontractors whenever possible for supplying Goods and Services in support of the work program.

BHP strongly supports diversity and gender equity in the workplace and expects Contractor to implement policies and procedures which are consistent with those of the Company and any commitments in BHP’s Canada-Newfoundland and Labrador Exploration Benefits Plan.

It is the Contractor’s responsibility to ensure all applicable statutory requirements in the Canada - Newfoundland and Labrador Atlantic Accord Implementation Act (Section 45) are followed, and commitments in the Company’s Exploration Benefits Plan are considered when implementing the work scope for the program. Company may terminate this Commercial Agreement for cause for any failure to comply. To help ensure compliance, the Contractor will be expected to:

- (a) Acknowledge that it has reviewed and understands the Canada-Newfoundland and Labrador benefits requirements and commitments in BHP’s Canada-Newfoundland and Labrador Exploration Benefits Plan governing the use of Personnel, Goods and Services.
- (b) Assign responsibility and accountability for Canada-Newfoundland and Labrador benefits to a person within the Contractor’s organization who is a direct report to the project manager.
- (c) Comply with Company’s instructions regarding local benefits including without limitation such instruction in respect of local benefits compliance by Subcontractors where Contractor is permitted to Subcontract.
- (d) Ensure personnel responsible for procurement and recruitment in Contractor’s organization are fully aware of the statutory requirements of the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act (Section 45), commitments in BHP’s Canada-Newfoundland and Labrador Exploration Benefits Plan and benefits plans guidelines as published by the C-NLOPB and establish processes to incorporate the management of benefits in Contractor’s business practices related to the work.
- (e) Contractor shall use all reasonable efforts to employ in respect of the Goods and/or Services, both Newfoundland and Labrador and Canadian services including labour, services and equipment to the fullest extent that they are available on a competitive basis as to technical capability, quality, price and delivery (ability and speed). However, such Newfoundland and Labrador and Canadian content of the Goods and/or Services must meet the requirements and standards contained within this Commercial Agreement, including those pertaining to health, safety and the environment.
- (f) Fulfill the local benefits representations submitted by Contractor in its proposal and in other materials submitted by Contractor to Company.

Internal

- (g) Report benefits information on a timely basis and in a format determined by the Company.
- (h) Provide access to Contractor personnel and records, when requested, so Company can audit the level of compliance with benefits requirements.

Maintain an open and ongoing dialogue with Company on benefits issues that may arise over the course of the work program.