

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES – AUSTRALIA

BROWSE PROJECT

These purchase order terms and condition are only applicable for the provision of goods or services for the Browse Project.

PART A: STANDARD CONDITIONS

1 DEFINITIONS

“**ABC Law**” includes:

- (a) any anti-corruption law of the Commonwealth of Australia or the State of Western Australia (including any applicable common law, law of equity, any written law, statute, regulation or other instrument made under statute or by any government agency);
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act 2010; and
- (d) any anti-corruption Law of a country other than Australia which applies to Company or the Co-Venturer from time to time in relation to the Contract.

“**ABC Law Violation**” means a situation where Contractor or a Subcontractor has:

- (a) directly or indirectly offered, paid, solicited or accepted bribes in any form including facilitation payments; or
- (b) otherwise breached any ABC Law,

in connection with the subject matter of the Contract or Subcontract as the case may be.

“**Affiliate**” means, in relation to any person, a business entity:

- (a) in which a person owns directly or indirectly 50% or more of the equity;
- (b) which owns directly or indirectly 50% or more of the equity of the person;
- (c) of which 50% or more of the equity is owned by a common parent company; or
- (d) which a person has the responsibility to operate and control, or to provide management and operational services.

“**Anti-Bribery and Corruption Policy**” means the Anti-Bribery and Corruption Policy forming part of the Contract and located on the Website.

“**Authorisation**” means any authorisation, permit, consent, order, approval, resolution, licence, exemption, agreement, permission, notarisation, recording, filing, registration or requirement, from, issued by or made to any Governmental Authority.

“**Background Intellectual Property**” means:

- (a) in respect of the Company, Intellectual Property that is owned by or licensed to the Company independently of the Contract; and
- (b) in respect of the Contractor, any Intellectual Property that is used by the Contractor in the performance of the Work, incorporated into the Work or otherwise made available to the Company under or in connection with the Contract including Intellectual Property that is owned by or licensed to the Contractor (whether licensed to the Contractor by an Affiliate or otherwise) which exists prior to the date of the Contract or is otherwise developed or acquired by the Contractor independently of the Contract,

and, for the avoidance of doubt, excludes New Intellectual Property.

“**Business Day**” means a day other than a Saturday, Sunday or day that is a gazetted public holiday in Perth, Western Australia.

“**Claim**” means any cost, demand, legal proceedings, claims, actions, fines, penalties, obligation, or liabilities of any nature (including reasonable legal costs on a full indemnity basis), arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

“**Company**” means the entity issuing the purchase order and its successors and assigns.

“**Company Equipment**” means all equipment supplied by the Company to the Contractor, to use in the performance of the Work and which is specified in the Contract as “Company Equipment”.

“**Company Group**” means the Company, its Co-Venturers, its Company Invitees, its and their respective Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Contractor Group.

“**Company Invitee**” means any person who is not the Company or a Co-Venturer or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing (including representatives of Governmental Authorities and regulatory bodies) but does not include Other Contractors.

“**Company Materials**” means all materials which are supplied by the Company to the Contractor to use in the performance of the Work or incorporate in the Work, and which are specified in the Contract as “Company Materials”.

“**Contract**” means the contract created between Company and Contractor by the issue of the purchase order and comprising these terms and conditions, the purchase order and all documentation accompanying the purchase order.

“**Contractor**” means the entity to whom the purchase order is issued.

“**Contractor Group**” means the Contractor, its Subcontractors (of any tier), its Contractor Invitees, its and their Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Company Group.

“**Contractor’s Equipment**” means all tools and equipment that Contractor supplies or is required to supply for the performance of the Work in accordance with the Contract whether owned, leased or hired.

“**Contractor Invitee**” means any person who is not the Contractor or a Subcontractor or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing.

“**Corporate Code of Conduct**” means the Corporate Code of Conduct forming part of the Contract and located on the Website.

“**Co-Venturer**” means any other entity with whom the Company or an Affiliate of Company is or may be from time to time a Party to a joint operating agreement or unitisation agreement or similar agreement relating to the operations for which the Work is being performed or otherwise for whose benefit the Work are being performed and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer.

“**damage**” includes damage, loss or destruction.

“**Data**” means all data and information (in whatever form such data may exist or be presented) and includes any:

- (a) compilation of data, data set or database; and
- (b) raw versions of data as well as interpreted or otherwise modified versions of data.

“**Delivery**” means the Goods are received by the Company at the Delivery Point and accepted by the Company as provided in Clause 42.

“**Delivery Date**” means the date(s) upon which the Goods must be delivered as specified in the Contract.

“**Delivery Point**” means the location specified in the Contract.

“**Effective Date**” means the date on which the Parties entered into the Contract.

“**Goods**” means the goods to be provided in accordance with this Contract.

"Good Industry Practices" means the practices that would be adopted by, and the exercise of that degree of care, skill, diligence, prudence and foresight that reasonably would be expected from, a competent contractor in the international oil and gas industry experienced in performing work similar in nature, size, scope and complexity to the Work and under conditions comparable to those applicable to the Work, where such work is subject to, and such contractor is seeking to comply with, the standards and codes specified in the Contract or (to the extent that they are not so specified) such national or international standards and codes as are most applicable in the circumstances, and the applicable Laws.

"Governmental Authority" means a governmental department, authority, instrumentality or agency having jurisdiction over the relevant matter and includes any governmental department, authority, instrumentality or agency that replaces that Governmental Authority in its jurisdiction over that matter.

"Government Official" has the meaning given to it in the Anti-Bribery and Corruption Policy.

"Insolvency Event" means the Contractor becoming bankrupt or making a composition or arrangement with its creditors or an order for its winding-up being made or (except for the purposes of a solvent amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any Law applicable to the Contractor.

"Intellectual Property" means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright (including future copyright), circuit layout, trade secret, know-how, proprietary information or other right in respect of any Data, information, process, work, material or method.

"Law" means any of the following which is in force from time to time:

- (a) any treaty, statute, directive, ordinance, by-law, rule, order, decree, regulation, warrant, or delegated legislation, in each case, of any nation, state, jurisdiction, intergovernmental or supranational organisation, or of any political subdivision of the foregoing, including any binding requirement, instruction, direction, order, Authorisation, warrant, franchise or scheme of a Governmental Authority or other body of competent jurisdiction; and
- (b) any notices, guidance notes, circulars and codes of practice issued, made or published under or in connection with any of the foregoing.

"New Intellectual Property" means any Intellectual Property that arises out of, or is created in the course of, the performance of the Contract.

"Other Contractors" means contractors of the Company (other than Contractor) and also Subcontractors (of any tier) of such other contractors who are providing work or services in the vicinity of the Worksite or in relation to any project or activity related to the Work.

"Other Contractor Group" means each Other Contractor and its respective subcontractors (of any tier), the Affiliates of each and the foregoing's respective agents, representatives, officers and employees.

"Party" means either the Company or the Contractor, and **"Parties"** means the Company and the Contractor.

"Personal Injury" includes personal injury, death or disease.

"Pollution" means any liquid or non-liquid pollutant or waste substance of whatsoever nature, including well production and crude oil.

"Rental Items" means each and every article or thing described in the Contract as to be rented by the Company, or any part thereof.

"Restricted Person" means any person that is identified on any applicable restricted party list issued by a Governmental Authority.

"Sanctions" means any sanctions, restrictions or designations imposed under any laws or regulations of Australia, the European Union, the United States of America, the United Kingdom, or any other country with jurisdiction over the Contract.

"Site Rules" means all rules, regulations, directives and policies notified by the Company from time to time which are intended to be of general application to persons at a Worksite location controlled or managed by the Company.

"Subcontract" means an agreement, whether express or implied and whether oral or in writing, between the Contractor and a Subcontractor.

"Subcontractor" means a person or company of any tier engaged to supply goods or services directly or indirectly to Contractor for the purpose of the Work or to execute a portion of the Work.

"Taxes" means all taxes, duties and imposts levied or assessed by any government or Governmental Authority.

"Third Party" means a person who is not a member of Company Group, Contractor Group or Other Contractor Group.

"Website" means the webpage located at http://www.woodside.com.au/supplying_to_woodside/Pages/General-Information-for-Suppliers.aspx#ViniFO_osiS.

"Work" means all the work (including the provision of all Goods, services, Data, deliverables, Rental Items, and Contractor's Equipment) that the Contractor is required to carry out or make available to the Company in accordance with the provisions of the Contract.

"Worksite" means the lands, waters and other places on, under, in or through which the Work is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns).

2 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor is not the Company's agent in any way and has no authority to, and will not purport to, represent or bind the Company in any way or do anything else that would or might obligate the Company to third parties, without the Company's prior written consent.

3 STATUS OF COMPANY

The Company enters into the Contract for itself and as agent for and on behalf of the Co-Venturers. Notwithstanding the above:

- (a) the Contractor agrees to look only to the Company for the due performance of the Contract and nothing contained in the Contract will impose any liability upon, or entitle the Contractor to commence any proceedings against any Co-Venturer;
- (b) the Company is entitled to enforce the Contract on behalf of all Co-Venturers as well as for itself. For that purpose the Company may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor and to make any claim which any Co-Venturer may have against the Contractor; and
- (c) all losses, damages, costs (including legal costs) and expenses recoverable by the Company pursuant to the Contract or otherwise include the losses, damages, costs (including legal costs) and expenses of the Company, the Co-Venturers and its and their respective Affiliates except that such losses, damages, costs (including legal costs) and expenses will be subject to the same limitations or exclusions of liability as are applicable to the Company or the Contractor under the Contract. Any and all limitations of the Contractor's liability set out in the Contract represent the aggregate cumulative limitation of the liability of the Contractor to the Company, the Co-Venturers and its and their respective Affiliates.

4 REPRESENTATIVES

The Company and the Contractor will each appoint a representative, who will be authorised to represent them

respectively in all matters relating to the Contract, and will notify the other Party of its appointed representative.

5 TERM

The Contractor must commence the Work on the date or within the period specified in the Contract and continue to perform the Work for the period specified in or determined in accordance with the Contract.

6 VIENNA CONVENTION

The Parties have agreed to exclude the application of the United Nations Convention on the Contracts for the International Sale of Goods to the Contract.

7 CONTRACTOR TO PERFORM THE WORK

The Contractor must:

- (a) perform the Work (which includes all work expressly described in the Contract and all work reasonably inferable from such express description) in a safe and workmanlike manner, in accordance with all applicable Laws and Good Industry Practices, and otherwise in accordance with the requirements of the Contract;
- (b) provide all personnel, materials, resources, Contractor Equipment, facilities and other things necessary to perform the Work in accordance with the Contract;
- (c) ensure all Contractor Equipment is in good working order and suitable for use in connection with the Work;
- (d) obtain all Authorisations required for the performance of the Work; and
- (e) comply with all reasonable directions given by the Company in respect of the Contract and the Work.

8 REPERFORMANCE

- (a) The Contractor must, at its cost, reperform any Work which is defective or otherwise not in compliance with the requirements of the Contract upon notification by the Company at any time during the term of the Contract and:
 - (i) in respect of Work (excluding Goods) until the period ending 12 months after completion of the Work; and
 - (ii) in respect of Goods, pursuant to Clause 44.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and may recover the direct costs of doing so from the Contractor.

9 REPORTING AND RECORDS

The Contractor must:

- (a) provide periodic reports on the performance and progress of the Work under the Contract with such frequency and in such format as the Company may reasonably require from time to time; and
- (b) keep full and accurate records relating to the performance of the Contract by both Parties (including all invoiced charges made by the Contractor and all transactions) for a period of not less than 7 years after the completion of the Work. The Company will be entitled to inspect and copy such records upon reasonable notice for the purposes of ensuring the Contractor's compliance with the Contract.

10 CONFIDENTIALITY AND INFORMATION SECURITY

- (a) The Contractor will keep the Contract, all Work (including any Data and any documentation) which it provides or makes available to the Company in connection with the Contract and any information (including technical information, know-how, Data, inventions, trade secrets, formulae, graphs, designs and other related information) which it receives from or on behalf of the Company or its Co-Venturers, or learns about the Company or any member of Company Group, in strict confidence and will not disclose the same to any third party without the prior written consent of the Company.
- (b) Notwithstanding paragraph (a) above, the Contractor may disclose confidential information to the extent necessary for

the proper performance of the Contract, to exercise its rights under the Contract, to obtain advice or insurance in relation to the Contract and to comply with all Laws.

- (c) The Contractor agrees that Part D of the Contract will apply to the use and disclosure of Shell Confidential Information by the Contractor for the Browse project.

11 LAWS

The Contractor must comply with all applicable Laws and carry out its obligations under the Contract so as not to cause or contribute to any breach by the Company of any Laws.

12 HEALTH SAFETY AND ENVIRONMENT

- (a) The Contractor is responsible for the management and control of health, safety and environmental issues related to, and during the performance of, the Contract and must perform the Work in accordance with any agreed health and safety management system and all applicable Laws.
- (b) The Contractor must ensure that its employees and Subcontractors are fit for work and competent to perform the Work.
- (c) The Contractor must cease or not proceed with any work that it considers unsafe and, where applicable, will act in accordance with any agreed health and safety management system. The Contractor must notify the Company of any incidents that occur in connection with the Work as soon as practicable.
- (d) The Company may request at any time the Contractor to supply health and safety information associated with the performance of the Work.
- (e) The Contractor will maintain in a safe, sound, good and efficient condition all Contractor's Equipment.
- (f) The Contractor must perform the Contract in a manner that will prevent or minimise Pollution and damage to the environment at the Worksite and ensure that no Pollution emanates from Contractor Equipment in any manner not permitted under any Laws. If any Pollution emanates from the Worksite, the Work or from Contractor Equipment, then the Contractor must immediately comply with the directions of the Company and applicable Laws with regard to cleaning it up and preventing further Pollution.

13 CONTRACTOR PERSONNEL AND SUBCONTRACTORS

- (a) The Contractor must not, without the Company's prior approval, subcontract or appoint any agent or representative to perform any part of the Work.
- (b) The Contractor must provide sufficient competent, experienced and appropriately qualified personnel to ensure performance and completion of the Work in accordance with the provisions of the Contract.
- (c) The Contractor must ensure that the supervisory personnel of the Contractor and of its Subcontractors can read, write and speak fluent English.
- (d) The Contractor must ensure that all persons involved in the performance of the Work, at all times, hold the appropriate work permits, travel permits, employment passes, visas, licences, registrations and any other documents or permissions required for those individuals to lawfully perform the Work.
- (e) If the Company considers that any Contractor Group personnel is not able to lawfully perform the Work in the country, is negligent or incompetent, or has failed or is failing to comply with any Laws or the Site Rules or any other requirements of the Contract, the Company may require the Contractor to remove such personnel from the Worksite, and the Contractor must, at its cost, do so and replace such personnel without interruption to the Work.

14 EMPLOYEE AND INDUSTRIAL RELATIONS

The Contractor is responsible for managing its employee and industrial relations with, or in relation to, its personnel (including the employees of its Subcontractors at every tier) and must do so using a high standard of skill, care and diligence. The

Contractor must not hinder or adversely affect the employee and industrial relations of the Company or any other employer at the Worksite.

15 CUSTOMS

- (a) When applicable, the Company and the Contractor must each apply to the relevant Governmental Authorities for their respective import, export and re-import of materials, goods, tools, equipment and supplies required for the Contract.
- (b) The Contractor undertakes to import, export and re-import any items (including those which are sold to the Company) for the Work which are subject to customs control in such a way as to enable maximum advantage to be taken of customs procedures of relevant Governmental Authorities.
- (c) The Contractor must pay and make payment at such times when due and payable, all import/export Taxes on materials, goods, tools, equipment and supplies required for the Contract and imported or exported by the Contractor. The Contractor will be responsible for ensuring that it holds the necessary import/export licences issued by the relevant Governmental Authorities prior to the commencement of the Work.

16 EXPORT CONTROLS

- (a) The Contractor must comply with all applicable Laws in relation to export and other foreign trade controls under U.S., Australian, United Kingdom, European Union and other countries' Laws restricting sales and transfers to other countries and Parties of commodities, software or technical data.
- (b) Notwithstanding any other provision of the Contract to the contrary, the Contractor agrees that no commodities, software or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in compliance with all relevant U.S. government requirements.
- (c) The Contractor represents and warrants that neither the Contractor, nor any person or entity that owns, controls or is a director, officer or employee of the Contractor, is a Restricted Person.
- (d) The Contractor must not lend, contribute or otherwise make available funds made available to it under, pursuant to or in connection with the Contract to any person or entity that is a Restricted Person.
- (e) The Contractor must not engage in any activity with any person that is or would be subject to or in violation of Sanctions or with any Restricted Person.
- (f) The Contractor must upon request provide written certification that it has complied with all such Laws.

17 LOCAL CONTENT

- (a) The Contractor acknowledges that the Company may be subject to obligations ("local content obligations") which may require the Company to give preference to local suppliers or contractors with regard to the acquisition of goods or services. The Contractor must, in relation to the Work (including insofar as it is applicable to Subcontractors), comply with the local content obligations referred to in the Contract and with Laws in respect of local content, and must provide sufficient information and reasonable assistance to allow its compliance to be monitored and/or audited.

18 CONTRACTOR'S INVESTIGATIONS

- (a) The Contractor will be deemed to have examined and taken into account all local and other conditions affecting the performance of the Work and all information which is relevant to the risks, contingencies and other circumstances which could affect its performance of the Work, whether provided by the Company or otherwise obtainable by the making of reasonable enquiries.
- (b) The Company gives no warranty of accuracy, sufficiency or completeness in relation to information provided to the Contractor and disclaims all responsibility for such information. The Company will not be liable to the Contractor, in contract or tort or under any Law, for any

inaccuracy in or inadequacy of information provided to the Contractor in relation to the Work.

19 INTELLECTUAL PROPERTY

- (a) Nothing in the Contract affects a Party's title to its Background Intellectual Property.
- (b) All New Intellectual Property subsisting in any Goods supplied by the Contractor under this Contract will vest in the Contractor. All other New Intellectual Property will vest in the Company as soon as the preparation, production or commencement thereof commences and the Contractor hereby assigns to the Company any interest it may have in such New Intellectual Property.
- (c) The Contractor grants to the Company and the Co-Venturers a royalty free, irrevocable, non-exclusive, perpetual, sub-licensable, transferable, world-wide licence to use (including modify, adapt, copy and distribute (including electronically distribute)) the Contractor's Background Intellectual Property, and any Contractor's New Intellectual Property, for any purpose in connection with the use of the Work in any manner, enjoying the full benefit of the Work and any outputs of the Work and otherwise exercising its rights in relation to the Work and the New Intellectual Property.
- (d) The Contractor will save, indemnify, defend and hold harmless the Company Group from and against all Claims for, or arising out of, any infringement or alleged infringement of:
 - (i) any of the Intellectual Property licensed by the Contractor to the Company and the Co-Venturers under this Clause 19 or contained in any information or Data supplied by the Contractor to the Company or otherwise used by the Contractor in performing the Work; or
 - (ii) any Intellectual Property arising out of or in connection with the performance or non-performance of the obligations of the Contractor under the Contract.
- (e) The Company grants to the Contractor a royalty free, non-exclusive, non-transferable and sub-licensable worldwide licence to use the Company's Background Intellectual Property which is made available to the Contractor by the Company under the Contract and New Intellectual Property for the sole purpose of performing its obligations under the Contract.
- (f) Without limitation to any other provision of this clause 19, if Contractor provides any software to Company as part of or incorporated in the Work or software is required to use the Work, Contractor must:
 - (i) obtain the Company's written consent to procure third party software that may be required for the use or provision of the Work; and
 - (ii) ensure that any software (including third party software) required for the Work, entitles the Company to:
 - (A) use the software and extract any Data or other information that the Company may have entered into any database using such software or which is generated using the software;
 - (B) permit any person to assist the Company to do any of the things referred to in paragraph (i) above; and
 - (C) own any Data or other proprietary information generated in the course of Company using the software, operating the Goods or otherwise utilising the Work.

20 INSPECTION AND TESTING

The Company and all persons (including any of Company's Other Contractors) notified by the Company to the Contractor have the right to carry out reasonable inspections and testing to ensure that the Work is in compliance with the Contract. The Contractor will render such reasonable assistance (including access to any premises at which the Work is being performed, including those of the Contractor and its Subcontractors of any tier) as may be

required to facilitate such inspections and testing.

21 VARIATIONS TO THE WORK

- (a) The Company has the right to issue instructions to the Contractor at any time to make any variations to the Work (including any additions or reductions to the scope of Work). Contractor must comply with Company's instruction without delay irrespective of whether any additional payment has been determined pursuant to clause (b).
- (b) Any additional payment payable to the Contractor as a result of any variation will be valued at the appropriate rates and prices included in the Contract or, in the absence of any appropriate rates and prices, a fair valuation will be made by mutual agreement between the Parties, or (if such agreement is not reached within a reasonable period of time) as determined by the Company.
- (c) The Contractor is not entitled to any additional payment if the Company requests the Contractor to perform remedial work due to any defect or if the relevant variation is due to any default on the part of the Contractor.

22 RATES AND PRICES

Except as otherwise expressly provided in the Contract, the Company will pay the Contractor the prices specified in, or to be derived from the rates specified in, the Contract as the sole consideration for the Contractor's performance of its obligations under the Contract. The price which the Company has agreed to pay for the Work is exclusive of GST but includes all other Taxes. The Contractor is responsible for all costs, expenses and liabilities incurred by the Contractor in connection with the performance of the Work.

23 INVOICING AND PAYMENT

- (a) As and when the Contractor becomes entitled under the Contract to apply for a payment, the Contractor must forward an invoice including satisfactory documentary evidence of the validity of the invoice and amounts claimed in the form required by the Company at the address for payment of invoices specified in the Contract.
- (b) Unless otherwise stated, the Contractor will be entitled to render an invoice upon completion of the Work or, where performance of the Contract may exceed 30 days in duration, at the end of each calendar month in which the Contract is performed.
- (c) Subject to the Contractor's compliance with Clause 23(a) the Company will pay the Contractor any amount due by no later than the 21st day of the month immediately following the month in which the Contractor's invoice is received.

24 TAXES

- (a) Contractor will comply with all Law relating to taxation.
- (b) If Company is required by Law to make withholdings or deductions from payments otherwise due to Contractor, then Company may do so, and the amount so withheld will be deemed to have been paid to Contractor. Contractor will have no claim against and releases Company from and in respect of any sum of money lawfully withheld pursuant to this clause.
- (c) For the purpose of import duties exemptions, the Contractor must do everything reasonably necessary to ensure all conditions are met and obligations fulfilled to facilitate the obtaining of Free Trade Agreement (FTA) approvals where goods, equipment and/or inputs are manufactured in a country which is a signatory to an FTA with Australia. Specifically where FTA treatment is available and rules of origin requirements have been met, the Contractor must, and must ensure that its Subcontractors, obtain all required 'Certificates of Origins' in the approved formats, and any other documentation from relevant government authorities in a timely manner and ensure its availability to the Company upon request.

25 GST

- (a) Under the Laws of Australia, GST is payable on certain supplies of goods and/or services.
- (b) In this clause:

- (i) GST means the same as in the GST Law.
 - (ii) GST Law means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (iii) Words defined in the GST Law have the same meaning in this clause unless specifically defined in this clause.
- (c) All charges and amounts payable by one Party to another under the Contract are stated exclusive of GST.
 - (d) For each taxable supply under or in connection with the Contract:
 - (i) The supplier will be entitled to charge the recipient for any GST payable by the supplier in respect of the taxable supply.
 - (ii) The recipient must pay to the supplier the amount of the GST at the same time as the relevant charge applicable to the supply becomes payable under the Contract.
 - (iii) The supplier must provide a valid tax invoice (or a valid adjustment note) to the recipient in respect of the taxable supply, and will include in the tax invoice (or adjustment note) the particulars required by the GST Law. The recipient is not obliged to pay the GST unless and until the recipient has received a tax invoice (or an adjustment note) for that supply.
 - (iv) If the actual GST liability of the supplier differs from the GST paid by the recipient, the supplier will promptly create an appropriate valid adjustment note, and the recipient will pay to the supplier any amount underpaid, and the supplier will refund to the recipient any amount overpaid.
 - (v) If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that Party or the Representative Member of any GST Group of which that Party is a Member is entitled to an Input Tax Credit.
 - (e) Each Invoice issued under the Contract will be in the form of a tax invoice. Each Invoice issued under the Contract must show the GST payable on supplies covered by that Invoice.

26 INDEMNITIES

- (a) **Company's indemnity in respect of Personal Injury:** The Company will release, indemnify, defend and save the Contractor Group harmless from and against any and all Claims in respect of Personal Injury to any member of the Company Group arising out of or in connection with the Contract from any cause whatsoever to the fullest extent permitted by Law.
- (b) **Contractor's indemnity in respect of Personal Injury:** The Contractor will release, indemnify, defend and save the Company Group harmless from and against any and all Claims in respect of Personal Injury to any member of the Contractor Group arising out of or in connection with the Contract from any cause whatsoever to the fullest extent permitted by Law.
- (c) **Company Group property:** The Company will release, indemnify, defend and save the Contractor Group harmless from and against any and all Claims in respect of damage to Company Group property (excluding the Goods and Company Materials) arising out of or in connection with the Contract from any cause whatsoever to the fullest extent permitted by Law.
- (d) **Contractor Group property:** The Contractor will release, indemnify, defend and save the Company Group harmless from and against any and all Claims in respect of loss of or damage to Contractor Group property (including Contractor's Equipment) whether owned, supplied, leased, hired, chartered or borrowed by the Contractor Group, arising out of or in connection with the Contract from any cause whatsoever to the fullest extent permitted by Law.
- (e) **Third Parties:**
 - (i) Contractor will release, indemnify, defend and save Company Group harmless from and against any and all Claims by a Third Party arising out of or in connection

with the Contract to the extent that the said Claim is caused or contributed to by the default, negligence or breach of duty (whether statutory or otherwise) of Contractor Group to the fullest extent permitted by Law.

- (ii) Company will release, indemnify, defend and save Contractor Group harmless from and against any and all Claims by a Third Party arising out of or in connection with the Contract to the extent that the said Claim is caused or contributed to by the default, negligence or breach of duty (whether statutory or otherwise) of Company Group to the fullest extent permitted by Law.

(f) **Indemnities in respect of Pollution:** Subject to clauses 26(a) to (e) (inclusive):

- (i) Contractor will release, indemnify, defend and save Company Group harmless from and against any and all Claims for Pollution occurring on the premises of the Contractor Group or originating from property of the Contractor Group (including Contractor Equipment) arising from, relating to or in connection with the performance or non-performance of the Contract;
- (ii) Company will release, indemnify, defend and save the Contractor Group harmless from and against any and all Claims for Pollution that originates from Company Group property arising from, relating to or in connection with the performance or non-performance of the Contract.

General provisions for indemnities

(g) The indemnities in Clauses 26(a), 26(b), 26(c), 26(d) and 26(f) will not extend to:

- (i) any fine or penalty or criminal prosecution; or
- (ii) fraud or wilful misconduct by any indemnified Party or member of their Group.

(h) All indemnities given under this Clause 26 (except as otherwise provided in Clauses 26(e) and 26(g)) will, to the maximum extent permitted by Law, apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or any member of their Group and apply irrespective of any claim in tort, under contract or otherwise at law.

27 INDEMNITIES IN FAVOUR OF OTHER CONTRACTORS

(a) Subject to paragraph (b), Contractor indemnifies each Other Contractor, and its respective Group, against all Claims arising from the performance of the Work where the Claim relates to:

- (i) to the maximum extent permitted by Law, Personal Injury to any member of the Contractor Group;
- (ii) damage to the property owned, hired, leased or provided by any member of the Contractor Group;
- (iii) any consequential loss, economic loss, loss of use, loss of production, loss of opportunity, loss of revenue, loss of profit or loss of anticipated profit suffered by any member of the Contractor Group; or
- (iv) the discharge or escape of any pollutant or waste material which emanates from the property or equipment of the Contractor Group whether owned, hired or leased or provided by any member of the Contractor Group.

(b) The indemnities in paragraph (a) ("**Indemnities**") apply regardless of cause and notwithstanding any negligence or breach of duty (statutory or otherwise) of the indemnified parties. However, the Indemnities will not extend to any criminal prosecution, fine or penalty.

(c) The Indemnities will only be enforceable by an Other Contractor and its respective Group if and to the extent that, prior to the event giving rise to a Claim under the indemnity, the Other Contractor has provided an enforceable indemnity which operates in favour of the Contractor in substantially the same manner as the Indemnities operate in favour of the Other Contractor ("**Reciprocal Indemnities**"). An Other Contractor that has not provided Reciprocal Indemnities in favour of Contractor is not entitled to the benefit of the Indemnities provided by Contractor under clause 27(a).

(d) An Other Contractor that has provided Reciprocal Indemnities is referred to as a **Reciprocating Contractor**. Contractor acknowledges that:

- (i) The Indemnities are intended to apply for the benefit of each and every Reciprocating Contractor and its respective Group, notwithstanding that the indemnified persons are not parties to the Contract.
- (ii) The Reciprocal Indemnities provided by Reciprocating Contractors are due and proper consideration for the Indemnities given by Contractor in favour of Reciprocating Contractors and their respective Groups.
- (iii) The Indemnities can be relied on by the Reciprocating Contractors, and their respective Groups, and are enforceable against Contractor directly by Reciprocating Contractors and by their respective Groups.
- (iv) Company receives the benefit of the Indemnities as agent and trustee for itself, Reciprocating Contractors and their respective Groups. This clause does not in any way prevent or restrict Company from amending any terms of the Contract without reference to Reciprocating Contractors.
- (v) Company is at liberty to inform the Reciprocating Contractors of the existence and terms of the Indemnities and of this clause.

(e) If any member of the Contractor Group makes a Claim against any person which contravenes the intent of this clause, then Contractor will indemnify Company Group against all costs, expenses and liabilities associated with the Claim.

(f) Company gives no warranty as to the legal effect or enforceability of any Reciprocal Indemnities, and Company will not in any circumstances incur any cost or liability by reason of these indemnities. In seeking to enforce a Reciprocal Indemnity, Contractor will not seek to join the Company in any legal proceedings, and if Company is joined in any such legal proceedings, Contractor will indemnify Company against all costs and liabilities associated with the legal proceedings.

28 MUTUAL HOLD HARMLESS DEED

The Contractor agrees it will, if required by the Company, execute within 3 days after the date of the Contract and prior to commencement of any Work, a Deed of Adherence to the a Mutual Hold Harmless Deed applicable to the Browse Project in the form provided by the Company.

29 INSURANCE

(a) The Contractor must take out and maintain all insurances required by Laws and in addition the following insurances:

- (i) comprehensive general liability insurance with a limit of not less than \$5,000,000 per claim. The Contractor will ensure the liability policy:
 - (A) is endorsed to include Company and such other Parties as Company may nominate as additional insureds to the extent of liabilities assumed by the Contractor under the Contract; and
 - (B) provides a complete waiver by the insurer of all express or implied rights of subrogation against the Company and such other Parties as the Company may nominate;
- (ii) workers compensation insurance and employer's liability insurance as required by Law. Where permitted by law and commercially available, the policy must be endorsed to include indemnity for the Company and such other Parties as the Company may nominate as principals;
- (iii) motor vehicle third party liability insurance as required by Law, and motor vehicle third party property damage with an indemnity of not less than US\$1,000,000 for any one occurrence;
- (iv) insurance covering the Contractor's own property, equipment, materials owned, hired leased or used by the Contractor for the purpose of this Contract; and
- (v) any additional insurance required by any applicable Law.

- (b) The insurances required under this Contract are primary to, and without right of contribution from, any insurance or self insurance the Company may have.
- (c) In addition to the insurances to be obtained by the Contractor pursuant to Clause 29(a) the Contractor may obtain such additional insurances at its own cost as it deems necessary to cover its liabilities that it has assumed under this Contract.
- (d) Contractor must ensure that each insurance required under this Contract fully complies with all applicable Laws in the country.
- (e) The Contractor will at the request of the Company provide for inspection copies of all insurance policies and certificates of currency in respect of the insurances required to be taken out by the Contractor.

30 TERMINATION FOR CONVENIENCE

- (a) The Company may at any time give written notice to the Contractor to terminate the Contract for the Company's convenience.
- (b) In the event of termination under this Clause 30, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination (the "Payment for Work Performed"), together with any such other payments and fees as may be set out in the Contract or, in the absence of any such provision, such direct costs which are reasonably and unavoidably incurred by the Contractor as a direct result of such termination and which are not allowed for in the Payment for Work Performed.

31 TERMINATION FOR DEFAULT

- (a) If the Contractor defaults in or breaches any of its obligations pursuant to the Contract or an Insolvency Event occurs, the Company may by written notice terminate the Contract or all or any part of the Work. The Contractor will be liable to the Company for all additional costs reasonably incurred by the Company as a direct result of such Contractor's default or breach or Insolvency Event. In the event of such termination, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination, provided that such payment will not become due to the Contractor until the costs of completing the Work and all other costs arising as a result of such Contractor's default or breach or Insolvency Event have been finally ascertained.
- (b) Any termination under this Clause or any other provision of the Contract will be without prejudice to any accrued rights of either Party.

32 BUSINESS ETHICS

Code of Conduct

- (a) The Contractor must at all times comply with the Anti-Bribery and Corruption Policy and Corporate Code of Conduct.

Contractor's warranties

- (b) The Contractor represents and warrants that, with respect to or in connection with the subject matter of the Contract:
 - (i) neither it nor any of its officers, directors, employees, related bodies corporate or agents have offered, authorised, promised, given, solicited or accepted and none of the foregoing will offer, authorise, promise give, solicit or accept, to or from a Government Official or any other person, directly or indirectly, any payment, gift, service, thing of value or other advantage where such payment, gift, service, thing of value or other advantage would be an ABC Law Violation, and
 - (ii) it will otherwise comply with the ABC Laws.

Subcontractors

- (c) Before the award of any Subcontract, the Contractor must:
 - (i) procure a warranty in the same terms as set out in Clause 32(b) from such Subcontractor in favour of Contractor;
 - (ii) conduct, or procure the conduct of, a due diligence on

the proposed Subcontractor's ability to comply with ABC Laws that a reasonable and prudent contractor subject to the ABC Laws would conduct under the circumstances to a standard that is proportionate to the identified risk; and

- (iii) conduct, or procure that each of its Subcontractors conduct a due diligence on their proposed Subcontractors that satisfies Clause 32(c)(ii).

Books and Records

- (d) The Contractor must:
 - (i) maintain adequate internal controls over all transactions in relation to the Contract;
 - (ii) properly record all transactions in relation to the Contract;
 - (iii) maintain accurate books and records in relation to each transaction for a period of no less than five years from the date of such transaction; and
 - (iv) procure each of its Subcontractors to do the same.

Right of Termination

- (e) Subject to Clause 32(f) below, if Contractor or any of its Subcontractors commits an ABC Law Violation then Company may terminate the Contract for breach, by giving written notice of termination to Contractor.
- (f) Company shall not terminate the Contract pursuant to Clause 32(e) above for an ABC Violation where the ABC Law Violation was committed by a Subcontractor and Contractor terminates or procures the termination of the relevant Subcontract as soon as reasonably practicable.
- (g) In the event of termination in accordance with Clause 32(e), Contractor shall be entitled to payment only for that part of the work properly performed as part of the Scope of Work, up to the date of termination, and Clause 31 applies.
- (h) Contractor must procure that each Subcontract includes a termination clause as described in this Clause 32.
- (i) Any right of termination under this Clause 32 is additional to any other right of termination the Company may have, either in the Contract or at Law.

Audit Rights

- (j) Company may, on reasonable notice and at its sole expense, conduct an audit of books and records referred to in Clause 32(d) for the purpose of verifying compliance with the terms of the Contract or to determine whether an ABC Law Violation has occurred.
- (k) Contractor agrees to obtain similar audit rights in each Subcontract, so that for any Subcontract that was entered into solely for the performance of the Contract, Company or Contractor may audit the books and records of the Subcontractor, in the same manner as set out in this provision.

33 EXCLUSION OF CONSEQUENTIAL LOSS

- (a) For the purposes of this Clause 33 the expression "**Consequential Loss**" will mean:
 - (i) consequential or indirect loss; and
 - (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in Clause 33(a)(i) above, and whether or not foreseeable at the Effective Date.
- (b) Subject to Clause 33(c) below, neither Party is liable to the other for, and each Party hereby waives and releases the other from any claim for, Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Contract.
- (c) Nothing in Clause 33(b) relieves:
 - (i) a Party from its indemnities given under Clauses 26 or the Contractor from its indemnity given under Clause

- 19;
- (ii) a Party from any liability under Clauses 10 or 24;
- (iii) a Party from any fine or penalty imposed, or liability in relation to any claim of a third party, under any applicable Law (other than common law or equity);
- (iv) a Party from any liability arising from fraud or fraudulent misrepresentation or wilful misconduct or arising from its repudiation of the Contract.

34 GOVERNING LAW AND JURISDICTION

- (a) The Contract and all questions arising in connection with it are governed by and will be construed in accordance with the laws in force in the State of Western Australia. The Parties agree that any conflict of laws rule that may otherwise refer the interpretation of this Contract to the laws of another jurisdiction, will not apply to this Contract.
- (b) Subject to clause 34(c) below, if any dispute arises under the Contract which cannot be resolved amicably, either Party may commence legal proceedings in the Courts of Western Australia in relation to that dispute.
- (c) If Contractor is incorporated in any country which is not listed in the Schedule to the *Australian Foreign Judgements Regulations 1992* (Cth), then any dispute, difference, controversy or claim whatsoever arising out of or in connection with this Contract ("**Dispute**") shall be submitted to arbitration in accordance with, and subject to UNCITRAL Arbitration rules 2010 (as amended from time to time) on the following basis:
 - (i) the venue of the arbitration must be in Perth, Western Australia;
 - (ii) three arbitrators will be appointed by agreement between the Parties. If the Parties cannot agree the appointment of the arbitrators, the arbitrators will be appointed by the President of The Institute of Arbitrators & Mediators Australia (National);
 - (iii) the arbitrator(s) must be a Queens Counsel or Senior Counsel or a retired member of the Judiciary;
 - (iv) the arbitration will be conducted in English; and
 - (v) nothing in this clause 34(c) prevents a Party from obtaining injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

35 NOTICES

- (a) Except as otherwise stated in the Contract, any notice in respect of the Contract must be given in writing and delivered by hand, or sent by email, fax or post to the relevant address specified in the Contract and copied to such other office or offices of the Parties as are from time to time be nominated by them in writing to the other.
- (b) Any such notice will be effective:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email or fax, at the time of transmission unless transmitted after the close of normal business hours or on a non-Business Day, in which case it is effective on the next Business Day following the date of sending; or
 - (iii) if sent by post, on the third Business Day after the date of posting.

36 AGENT IN WESTERN AUSTRALIA

- (a) If Contractor does not have a registered office in Australia, Contractor will be required to appoint an agent in Western Australia for receipt of legal notices and service of legal process. Contractor will notify the name and address of its agent to Company. Any process to be served on Contractor, and any notice to be given to Contractor, may be validly served or given by being left at the address so notified.
- (b) If Contractor fails to meet its obligations under paragraph (a) within 30 days of the Effective Date, then Company may itself appoint a person in Western Australia to act as agent for Contractor as required under paragraph (a) and will notify

Contractor of the appointment. Contractor will be responsible for all costs incurred by Company in so doing.

37 GENERAL

- (a) The Contractor will not be relieved from any responsibility, obligation or liability by any review, approval, authorisation, acknowledgement, test, inspection or the like, by the Company any person on its behalf or by any failure of the Company or any such person to do any of the foregoing.
- (b) The Contractor will be responsible under the Contract for all acts and omissions of the Contractor Group as if they were acts and omissions of the Contractor.
- (c) Title to the deliverables or outputs in or arising from the performance or utilisation of the Work (including any Data) will vest in and be assigned to the Company as soon as preparation of those deliverables or outputs commences.
- (b) Without limiting its other obligations under the Contract, the Contractor must ensure that the Company at all times has access to and copies of Data generated during the performance of the Work or utilising any deliverable, Goods, Rental Equipment or other item supplied in connection with the performance of the Work (in the form requested by the Company).
- (d) The Contractor must ensure that all items provided or made available by the Contractor under the Contract (including all Data) are free from all liens, attachments, charges, other encumbrances and retention of title claims from any third party.
- (e) The Contractor may not assign the Contract or any part of it without the Company's prior written consent.
- (f) The Company may assign the Contract, any part of it or any of its interests or benefits under it to any person, but must, within a reasonable time after any such assignment, give notice thereof to the Contractor.
- (g) The Contract constitutes the entire agreement between the Parties relating to the subject-matter hereof and supersedes all previous negotiations and communications.
- (h) The Contract may only be amended by written agreement between the Company and Contractor.
- (i) Each Party agrees, at its own expense, to do everything reasonably necessary to give full effect to this Contract and the transactions contemplated by it, including the execution of documents.
- (j) The Parties agree that Part 1F of the Civil Liability Act 2002 (WA) is excluded from operation with respect to any dispute, claim, action, or any matter whatsoever arising out of or in connection with the Contract.

PART B: GOODS CONDITIONS

38 APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods, whether in conjunction with the performance of other Work or otherwise, the conditions of this Part B apply in addition to all other terms and conditions of the Contract.

39 QUALITY AND STANDARD OF THE GOODS

The Contractor must ensure that the Goods:

- (a) meet the Company's requirements in respect the quality, quantity, workmanship and specifications as set out in the Contract and, to the extent that such requirements have not been set out in the Contract, in accordance with Good Industry Practices;
- (b) are new and free from faulty design and defects; and
- (c) are fit for the purposes specified in the Contract or, where no such purposes are specified, fit for its ordinary purposes.

40 PACKING AND DOCUMENTATION

- (a) The Contractor must ensure that the Goods are properly packed, secured, labelled and supplied with all mandatory documentation in accordance with Woodside's Freight Preparation Standards and Guidelines located on the

Website and to meet the requirements set out in the Contract.

- (b) The Contractor must provide to the Company by the Delivery Date all drawings, certificates and other documentation in the format and quantities specified in the Contract.

41 DELIVERY OF THE GOODS

- (a) The Contractor must deliver the Goods or make the Goods available to the Company at the Delivery Point by the Delivery Date.
- (b) If the Contractor is unable to deliver the Goods on the Delivery Date the Contractor must notify the Company at the earliest possible opportunity. The Company and Contractor will endeavour to agree a mutually acceptable revised Delivery Date. If the Company and the Contractor cannot agree, the Company will have the right to terminate the Contract pursuant to Clause 31.

42 ACCEPTANCE OF GOODS BY COMPANY

Acceptance of the Goods will be from the time that a duly authorised representative of the Company accepts the Goods, delivered or collected at the Delivery Point and where such Goods are not defective or damaged in any way and comply with the Contract.

43 RISK AND TITLE

- (a) Title to and property in the Goods immediately passes to the Company upon payment for, or Delivery of, the Goods, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Company.
- (b) The risk of loss of or damage to the Goods remains with the Contractor until Delivery to the Company in accordance with the Contract.

44 DEFECTS

- (a) The Contractor must, at its own cost, repair, replace or rectify any Goods (or any replacement Goods) which are defective or otherwise not in compliance with the requirements of the Contract during the period commencing on Delivery and ending 24 months later. The Contractor will not be responsible for the costs of remedying any defect to the extent that such defect was caused by the Company's failure to use the Goods in accordance with specific operating conditions set out in the Contract.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and may recover the direct costs of doing so from Contractor.

45 SPARES

During the operational life of the Goods or any plant or facility in which the Goods will be installed, the Contractor must give sufficient notice to the Company of its or its Subcontractors' intention to cease manufacture or supply of any of the Goods or any component parts or replacements for the Goods, to enable Company to purchase such Goods, component parts or replacements.

46 HAZARDOUS MATERIALS

The Contractor must ensure that the Goods comply with Laws and to the extent that they contain toxic, corrosive or hazardous materials, the Contractor must ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

PART C: RENTAL CONDITIONS

47 APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Rental Items, whether in conjunction with the supply of Goods or services or otherwise, the conditions of this Part C apply in addition to any other terms and conditions of the Contract.

48 BASIC ARRANGEMENT

The Contractor will lease the Rental Items to the Company, and the Company will pay rent to the Contractor for the Rental Items,

in accordance with the terms of the Contract.

49 THE RENTAL ITEMS

- (a) The Contractor is responsible for the delivery and all costs associated with the delivery of the Rental Items to the Company's premises.
- (b) The Contractor is responsible for the installation of the Rental Items.
- (c) The Rental Items must be of the best quality and workmanship, free from faulty design and defects, suitable for the purpose intended and conform to the Contract requirements and any applicable international or Australian standards.
- (d) The Contractor must furnish all operating manuals and instructions for the Rental Items in accordance with and within the time stated in the Contract.

50 RETENTION OF OWNERSHIP

The Contractor retains full title to the Rental Items, notwithstanding that the Rental Items may be:

- (a) leased to and in the possession of the Company; or
- (b) attached to any land or buildings.

51 DEFECTS IN RENTAL ITEMS

- (a) During the term of the rental, the Company will notify the Contractor of any defect in the Rental Items as soon as practicable after becoming aware of such defect.
- (b) The Contractor must, at its own expense, do all things necessary to remedy the defect and must reimburse the Company for any costs incurred in connection with the defect, including the cost of the Company remedying the defect if the Contractor does not do so within a reasonable period following notice of the defect from the Company.
- (c) If a defect cannot be remedied, the Contractor must make replacement Rental Items available for lease to the Company in accordance with the terms of the Contract.

52 RENT

- (a) The Company will pay rent for the Rental Items to the Contractor monthly in arrears in accordance with the Contract.
- (b) The rent is a fixed sum and is not subject to any rise and fall.

53 DURATION OF RENTAL

The rental will continue for the period specified in the Contract. If the Company continues to retain possession of the Rental Items, with the Contractor's consent, beyond the period specified in the Contract, the Company shall be deemed to lease the Rental Items on a week to week basis on the same terms as the Contract, including any changes necessary to make the terms appropriate for a monthly tenancy.

54 NO ENCUMBRANCES

The Company must procure that:

- (a) no Rental Items are sold or otherwise disposed of;
- (b) possession of any Rental Items is not shared with or provided to, and no sub-rental, licence or sub-licence affecting any Rental Items is granted to, any person other than an Affiliate of the Company; and
- (c) no encumbrance is created over any Rental Items, without the consent of the Contractor.

55 QUIET ENJOYMENT

If the Company pays the rent for the Rental Items and duly and punctually complies with all provisions of the Contract, the Company may peaceably possess and enjoy the Rental Items during the term of the rental without any interruption or disturbance from the Contractor or any person lawfully claiming through the Contractor.

56 MAINTENANCE AND REPAIR

Unless otherwise specified in the Contract:

- (a) The Contractor will be responsible for carrying out all routine and non-routine maintenance of the Rental Items that may be required during the term of the rental.
- (b) The Contractor will maintain the Rental Items in good and operable condition.

57 DAMAGE

The Company will endeavour to protect the Rental Items against loss or damage. However, the Company will not be responsible for accidental loss of or damage to the Rental Items, and the Contractor will indemnify the Company and the Company Group against any Claims for such loss or damage.

58 INSURANCE

Unless otherwise specified in the Contract, the Contractor is responsible for insuring the Rental Items for their full replacement value against accidental loss or damage.

59 TERMINATION

At the end of the term of the rental or upon the termination of the Contract for any reason:

- (a) the Rental Items will be returned to the Contractor subject to fair wear and tear given the conditions under which the Rental Items were employed;
- (b) all costs associated with the return and delivery of the Rental Items from the Company to the Contractor will be borne by the Contractor; and
- (c) the Contractor may recover from the Company all rent due and owing under the Contract at the date of termination.

PART D: SHELL CONFIDENTIAL INFORMATION

Notwithstanding anything to the contrary in the Contract, this Part D applies to use and disclosure of Shell Confidential Information by the Contractor for the Browse project.

To the extent of any ambiguity, inconsistency or conflict between the provisions of any of the documents comprising the Contract and this Part D, the terms contained in this Part D will prevail.

1 DEFINITIONS

Affiliate means:

- (a) in the case of Shell, Royal Dutch Shell plc, and any company, (other than Shell) which is, at the time in question, directly or indirectly, through one or more intermediaries, controlled by Royal Dutch Shell plc;
- (b) in the case of the Company, Woodside Petroleum Ltd and any company (other than the Company) which is, at the time in question, directly or indirectly, through one or more intermediaries, controlled by Woodside Petroleum Ltd; and
- (c) in all other cases, a company which, at the time in question, directly or indirectly, through one or more intermediaries, controls or is controlled, or is under common control with another company, and in each case, "control" means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.

Authorised Persons means those employees who have, prior to receiving any Category B1 Information, signed an Authorisation Letter.

Authorisation Letter means a letter in the form attached to this Part D.

Category A Information means all Shell Confidential Information which is not Category B1 Information, and includes the results, conclusions and findings of any evaluation by a Contractor of that knowledge, know-how, data or information to the extent that such results, conclusions and findings contain part or all of that knowledge, know-how, data or information Category A Information, will also include the following types of documents: FLNG technical summary progress reports, Level 1, 2 and 3 cost information, HSSE reports, project execution plans, FLNG summary risk data, Level 1 and 2 scheduling information, FLNG procurement summary data and other information which Company considers to be of a similar nature.

Category B1 Information means all Shell Confidential Information which is identified in writing by Company as Category B1 Information and includes the results, conclusions and findings of any evaluation by the Contractor of that knowledge, know-how, data or information, to the extent that such results, conclusions and findings contain part or all of that knowledge, know-how, data or information. Design results, construction results, procurement results, engineering results, information relating to how an FLNG facility is operated, lessons learned output and scope of work/supply documents will be Category B1 Information, which will include the following types of documents: diagrams, reports, studies, certificates, schemes, specifications, registers, maps, lists, narratives and other information which Shell considers to be of a similar nature.

HSSE Browse-Developed Information means any information that is developed by Shell, Company or a Licensee (or any combination of them) for the predominant purpose of improving Health, Safety, and Environment practices and procedures on the Browse Project.

Licensee means any of Company and each JVP and **Licensees** means all of them.

Purpose means the purpose of Contractor performing its obligations under the Contract as part of the Browse project.

Shell means Shell Gas and Power Developments B.V., a company incorporated in The Netherlands (Company Number 27173224) and having its registered address at Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands.

Shell Confidential Information means:

- (a) information concerning, arising from or connected to Shell's integrated FLNG solution, being a plant design developed by Shell and its Affiliates for receiving raw gas for pre-processing and liquefaction of natural gas, and for storage based on off-loading of LNG, LPG and condensate on a floating substructure; .
- (b) HSSE Browse-Developed Information; and
- (c) any and all other knowledge, know-how, data and information directly or indirectly received or otherwise obtained by Contractor from Company that Company identifies has directly or indirectly or otherwise received from Shell or any Affiliate of Shell.

For the purposes of this Part D, the term "Consequential Loss" as defined in Clause 33 of Part A of the Contract also includes any of the following howsoever caused or arising under common law, equity or contract, by virtue of any fiduciary duty, in tort (including negligence), as a consequence of breach of any duty (whether contractual, statutory or otherwise) or under any other legal doctrine or principle, irrespective of whether recoverable in law or equity and whether the same arise directly or indirectly:

- (a) loss or deferment of profit or revenue, including any loss or damage arising out of delay, postponement, interruption to or loss of business or production;
- (b) loss of contract or opportunity; and
- (c) loss or damage to goodwill or business reputation.

2 MANAGEMENT OF SHELL CONFIDENTIAL INFORMATION

2.1 Rights of disclosure of Shell Confidential Information

2.1.1 Contractor undertakes to:

- (i) keep Shell Confidential Information confidential;
- (ii) not disclose Shell Confidential Information to any person;
- (iii) not use Shell Confidential Information except for the Purpose;
- (iv) not include Shell Confidential Information in any patent applications; and
- (v) not disclose Shell Confidential Information to the patent office of any country, except as permitted under this Contract.

2.1.2 The provisions of clause 2.1.1 will cease to apply to:

- (i) Category A Information on and from the date that is twenty years after the date of first disclosure of that information to the Contractor; and
- (ii) Category B1 Information on and from the date that is forty years after the date of first disclosure of that information to the Contractor.

2.1.3 The provisions of clause 2.1 do not apply to Shell Confidential Information which, at the time it is received or obtained by the Contractor:

- (i) is lawfully known to the Contractor; or
- (ii) is, through no default on the part of the Contractor publicly available, and will cease to apply to any such Shell Confidential Information which, after it is received or obtained by the Contractor:
- (iii) is received or obtained by the Contractor without restriction on disclosure from a source free to disclose it;
- (iv) becomes publicly available, through no act or omission on the part of the Contractor; or

- (v) is the same as information independently developed by the employees of the Contractor without using that Shell Confidential Information.

2.1.4 Shell Confidential Information only falls within the exceptions set out in clause 2.1.3 to the extent that Contractor can prove the facts.

2.1.5 Contractor agrees that the information contained in Shell Confidential Information is not deemed to be within any of the exceptions in clause 2.1.3 merely because such information is embraced by more general information which is either known by the Contractor or is publicly available. In addition, any combination of features is not deemed to be within the exceptions merely because individual features of any such combination are within one or more of such exceptions. The combination is only within the exceptions if the combination itself and its principle of operation are lawfully known by Contractor without restriction on disclosure or are publicly available.

2.1.6 Prior to the termination of employment, or reassignment to other projects, of the Contractor's officers or employees who have had access to or used Shell Confidential Information:

- (i) the Contractor will use reasonable endeavours to ensure that such employees do not breach the terms of the Contractor's obligations under this Part D;
- (ii) in the case of employees who have had access to Category B1 Information, the Contractor will use reasonable endeavours to conduct an exit interview with that employee where the confidentiality obligations and restrictions undertaken by such departing individual and the Contractor are reviewed; and
- (iii) the Contractor will use reasonable endeavours to ensure that such employees return any items containing Shell Confidential Information.

2.1.7 Nothing in clause 2.1.6 derogates from the Contractor's obligations under this Part D, including its obligations under clause 3.3.

3 PERMITTED DISCLOSURES

3.1 Use of Category A information

3.1.1 Contractor may disclose Category A Information, as is reasonably necessary to carry out the Purpose, to its employees and officers who:

- (i) have a need to know that Category A Information in furtherance of the Purpose;
- (ii) use that Category A Information in furtherance of the Purpose;
- (iii) have been informed of the confidential nature of that Category A Information;
- (iv) will not have the right to further disclose that Category A Information; and
- (v) are bound by restrictions on use and confidentiality under their contracts of employment or other undertaking with the Contractor which are no less stringent than those assumed by the Contractor under this Contract with regard to Shell Confidential Information.

3.2 Use of Category B1 information

3.2.1 The Contractor may disclose Category B1 Information to its employees on the same basis that the Contractor may disclose Category A Information, except that the Contractor must only disclose Category B1 Information to Authorised Persons.

3.3 Disclosure required by law

3.3.1 If Contractor:

- (i) receives a subpoena, order, notice or other legal process requiring disclosure of Shell Confidential Information; or
- (ii) is required to disclose Shell Confidential Information according to any applicable laws or regulations, or any rules or requirements of any government or stock exchange having jurisdiction over the Contractor, then, the Contractor will, to the extent permissible by law, regulation or rules of any stock exchange having jurisdiction over the Contractor, promptly notify Company in order to allow Company or Shell the opportunity to oppose the order, notice, process or requirement, or seek a protective order.

3.3.2 If requested by Company or Shell, the Contractor must, to the extent permissible at law, co-operate fully with Company or Shell in contesting such disclosure and Company will reimburse the Contractor for the reasonable cost incurred by the Contractor in providing such cooperation. Except:

- (i) as any subpoena, order, notice or legal process requiring disclosure of Shell Confidential Information has been limited, quashed or extended; or
- (ii) if Company and Shell together notify the Contractor that neither of them will seek a protective order in respect of, or seek to oppose, any subpoena, order, notice or legal process requiring disclosure of Shell Confidential Information after the Contractor has advised the disclosure is required to be made,

the Contractor may comply with such subpoena, order, notice or other legal process, but only to the extent required by law, regulation or rules of a stock exchange having jurisdiction over the Contractor.

3.3.3 Where a protective order is obtained by Company or Shell to counter any subpoena or legal order requiring Contractor to disclose Shell Confidential Information, nothing in this Contract will be construed to authorise Contractor to use or disclose Shell Confidential Information other than in accordance with the terms of the protective order.

3.3.4 Notwithstanding any of the foregoing if Contractor or its Affiliates reasonably considers that their compliance with any applicable laws or regulations, or any rules or requirements of any government or stock exchange having jurisdiction over Contractor requires immediate disclosure of Shell Confidential Information, and if Contractor or its Affiliates reasonably considers that Contractor or its Affiliates may be in breach of those requirements if it fails or delays disclosure then, subject to applicable laws, regulations, rules or requirements and Contractor using its reasonable endeavours to provide Company prior notice of its intention to disclose the Shell Confidential Information, the Contractor or its Affiliates may disclose the Shell

Confidential Information to the extent necessary to ensure compliance.

4 CONTRACTOR'S LIABILITY

4.1 Liability

4.1.1 Contractor will be liable for any breach of the obligations of confidentiality and restrictions on use of Shell Confidential Information by any of the persons listed under clause 3.1.1 who receive Shell Confidential Information pursuant to clause 3.1.1 or 3.2.1 as if such breach were a breach by the Contractor of its obligations of confidentiality and restrictions on use under this Contract.

4.1.2 Notwithstanding anything provided in the Contract (including clause 33 of Part A the Contract), Contractor will be liable to Company for loss that Company suffers (whether direct loss or Consequential Loss incurred by Company or Shell) as a result of the breach by Contractor of its obligations under this Part D.

4.1.3 If Contractor discovers that it or any of the persons listed under clause 3.1.1 who receive Shell Confidential Information pursuant to clause 3.1.1 or 3.2.1 has released any Shell Confidential Information in contravention of this Part D, then Contractor must immediately advise Company and Contractor agrees to take any reasonable and lawful action directed by Company in respect of such contravention.

5 VERIFICATION AND COMPLIANCE

5.1 Internal controls and procedures

5.1.1 Contractor must develop internal controls and procedures to ensure that Shell Confidential Information is not disclosed by Contractor other than in accordance with this Contract. The Contractor must document these internal controls and procedures in a management plan (the "Management Plan") and provide it to Company within 14 days of the date of the Contract. Contractor must promptly comply with any directions from Company to amend its Management Plan so that it complies with the requirements of this Section. Company's review or approval of (or its failure to review or approve) the Management Plan does not relieve Contractor of its responsibility to comply with this Section.

5.2 Annual right of verification (internal controls and procedures)

5.2.1 Company may, no more than once in any twelve month period and at its own expense, have a third party independent specialist or specialists, review relevant records of the Contractor for the purpose of verifying that the Contractor has the internal controls and procedures required under clause 5.1.1 in place.

5.2.2 Company must give thirty days' notice of its intention to exercise its rights under this clause 5.2.1 and, within five days of receipt of that notice, Contractor must reasonably cooperate with Company exercising its rights under this clause 5.2, including when agreeing the matters referred to in clause 5.4, and afford every reasonable facility for the rights under this clause 5.2 to be duly exercised.

5.2.3 Without limiting the records which must be kept by the Contractor and verified by Company under this clause 5.2, Contractor agrees to keep full and accurate records of the Authorisation Letters relating to its Authorised Persons, copies of which must be provided to the Company within five Business Days of request.

5.3 Right of verification (compliance)

5.3.1 If, at any time, Company, acting reasonably and taking into account the materiality of the potential breach, believes Contractor may have contravened its obligations under this Part D, Company will have the right, subject to the terms of this clause 5.3 and at its own expense, to have a third party independent specialist or specialists, acceptable to Contractor, review relevant records of Contractor for the purpose of verifying that Contractor has complied with the internal controls and procedures required under clause 5.

5.3.2 Company must give thirty days' notice of its intention to exercise its rights under clause 5.3 (such notice must include an explanation of its reasonable grounds for believing Contractor may have contravened its obligations under this Part D.

5.3.3 Contractor, within five Business Days of receipt of such a notice, dispute whether there are reasonable grounds for that review.

5.3.4 Following expiry of the period referred to in clause 5.3.3 or resolution of any dispute in accordance with Sections 2.1 and 2.2 (if applicable), Contractor must reasonably cooperate with Company exercising its rights under this clause 5.3, including when agreeing the matters referred to in clause 5.4, and afford every reasonable facility for the rights under this clause 5.3 to be duly exercised.

5.3.5 Company's right of verification under this clause 5.3 may only be exercised once in any twelve month period, unless a verification demonstrates any non-compliance by Contractor, in which case Company may exercise its right of verification at any time during the period ending on 2 years after the verification has demonstrated the non-compliance.

5.4 Appointment of third party independent specialist

5.4.1 The third party independent specialist or specialists retained to conduct any review under this clause 5:

- (i) must be acceptable to Contractor, acting reasonably;
- (ii) must be subject to confidentiality obligations in favour of Contractor on terms acceptable to Contractor, acting reasonably; and
- (iii) will be engaged on terms which require the specialist to:
 - a. restrict its investigation and report to the agreed terms of reference; and
 - b. issue the report to both Company and Contractor.

5.4.2 Before a verification is conducted, Company and Contractor must meet within fifteen days of a notice under clause 5.2.2 being received to pre-agree the terms of reference of the verification, which must be consistent with verifying that Contractor has the internal controls and

procedures required under clause 5.1.1 in place or investigating the alleged breach under clause 5.2 or 5.3 (as applicable).

5.4.3 If Company and Contractor cannot agree on the terms of reference within fifteen days of any meeting required under clause 5.4.2, then:

- (i) Company and Contractor must each nominate and commit a senior officer or representative to meet as soon as reasonably practicable, and in any event within ten days, to agree the terms of reference of the verification; and
- (ii) if the nominated representatives have not reached agreement on the terms of reference within ten Days of any meeting required under clause 5.4.3(i), then the parties agree to refer the dispute to an expert for resolution, except that the expert will be required to decide on the terms of reference within fifteen days of appointment, which terms will be binding on the Company and Contractor in respect of that verification.

5.4.4 Company must conduct any verification under this clause 5:

- (i) expeditiously, efficiently and during business hours so as to minimise adverse impact on the business of Contractor;
- (ii) in the case of a verification conducted under clause 5.2, within a period that does not exceed ten Business Days, or such longer period as agreed between Company and Contractor, acting reasonably having regard to the terms of reference of the verification; and
- (iii) in the case of a verification conducted under clause 5.3, within a period that does not exceed ten Business Days, or such longer period as agreed between

Company and Contractor, acting reasonably having regard to the terms of reference of the verification.

5.4.5 Nothing in this clause 5 requires a party to disclose to an independent specialist any confidential information not relating to the terms of reference or any information which is subject to legal professional privilege.

5.4.6 This clause and the rights of Company to request verification under this clause 5 will terminate five years following the date of termination of this Contract.

5.4.7 Nothing in this clause 5 limits the rights of a party arising under statute, in equity or at common law or otherwise at law of whatsoever nature with respect to breach by the other party of its obligations in relation to use or disclosure of Shell Confidential Information.

5.5 Return/Destruction of Category A and Category B1 information

5.5.1 At completion of the Services or Work, for all Category A and Category B1 information provided to Contractor, the Contractor must:

- (i) Hand back to the Company all copies of the above information in the custody, possession or power of Contractor or Authorised Persons; or
- (ii) Destroy all copies of the information in the Contractor's or Authorised Person's custody, possession or power; and

in case of both (i) and (ii) such return/destruction is to be confirmed by Contractor in a certificate signed by a duly authorized person.

Acknowledgment Letter for Authorised Persons accessing Category B Information

[Letterhead of Contractor]

Date:.....
Name of Employee:
Address:

You [insert name], an employee of [Insert name of Contractor] have been nominated to receive Category B Information as such term is defined in Part D of contract no. [insert contract no. details] between Company and Contractor dated [insert date of Contract] (the "Contract").

You hereby agree and acknowledge that you have read and understand the confidentiality and restricted use terms of Part D of the Contract in respect of the Shell Confidential Information in general and the Category B Information in particular and that you hereby agree to abide by such terms in respect of any and all Category B Information you will receive.

Capitalised terms used herein will have the same meaning as in Part D of the Contract.

Yours sincerely

[Insert name of Contractor]

ACCEPTED AND AGREED TO THIS
DAY OF , 20xx

By _____
Title _____