

**PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS
AND SERVICES – MEXICO INCLUDING TRION – JULY 2023**

PART A: STANDARD CONDITIONS

1 DEFINITIONS

"ABC Law" includes:

- (a) any Law of the country of incorporation of each Party and that of its parent company and, as applicable, ultimate parent company (including any applicable written law, statute, regulation or other instrument made under statute or by any Governmental Authority) relating to bribery, kickbacks and/or other corrupt business practices;
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act 2010;
- (d) Australian Criminal Code 1995 (Cth);
- (e) the principles described in the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries;
- (f) the UN Convention Against Corruption (UNCAC);
- (g) the General Law of the National Anticorruption System and the General Law on Administrative Responsibilities of Mexico; and
- (h) any other applicable Law relating to bribery, kickbacks, and/or other corrupt business practices.

"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, with respect to any person, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person and **"control"** means the power (whether directly or indirectly, through shares, by contract or otherwise) to control the affairs of such person generally and, in this regard, the right to exercise fifty per cent (50%) or more of the voting rights in such person, or to appoint or remove the majority of directors in such person, is deemed to be in "control" of such person, and **"controls"** and **"controlled"** are to be construed accordingly.

"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, including any renewals and amendments.

"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, Intellectual Property that is used by the Contractor in performance of the Work, incorporated into the work or otherwise made available to the Company under or in connection with this Contract that (I) is either owned by Contractor or is licensed to the Contractor (whether licensed to the Contractor by an Affiliate or otherwise) independently of this Contract, and (III) either exists prior to the date of the Contract, or is otherwise developed or acquired by the Contractor independently of the Contract or any agreement related to this 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 an official holiday for employees of the federal government of the United States of America.

"Claim" means any and all costs, demands, legal proceedings, claims, actions, fines, penalties, obligations, damages, losses and liabilities of every kind and nature (including all expenses of investigation, defense and litigation, court costs, attorneys' and experts' fees and all obligation to indemnify another), 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 or any Other Contractors.

"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 and includes its successors and assigns as permitted under the Contract.

"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 or any Other Contractor.

"Contractor 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 supplier code of business conduct forming part of the Contract and located on the Website.

"Country" means the country specified in the Contract.

"Co-Venturer" means any other entity with whom the 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 and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer.

"Data Privacy Laws" include without limitation, to the extent applicable:

(a) EU Directives 2002/58/EC and 2016/680 and the General Data Protection Regulation (EU) 2016/679;

(b) Federal Law for the Protection of Personal Data in Possession of Private Parties of Mexico; and

(c) any other applicable Law relating to the protection of privacy.

"Delivery" means the Goods are received by the Company at the Delivery Point and accepted by the Company as provided in Clause 41.

"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 effective date so specified in the Contract or, if no date is so specified, 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 any 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 unable to pay its debts as they fall due (as provided under the Law of the Country or any other applicable Law) or bankrupt, committing an act of insolvency under the Law of the Country or any other applicable Law or making a composition or arrangement with its creditors or an order for its winding-up being made or (except for the purposes of 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, notification, warrant, or delegated legislation, in each case, of any nation, state, jurisdiction, intergovernmental or supranational organisation, or of any political subdivision of the foregoing, or of any regulatory body having jurisdiction over the Work and/or the Worksite, 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 or of any regulatory body having jurisdiction over the Work and/or the Worksite.

"Longstop Audit Date" means the date which is seven (7) years after the later of:

- (a) the date of a final non-appealable judgment in any proceedings relating to any dispute referred to in Clause 34 ; and
- (b) the date of any termination of the Contract.

"Modern Slavery Law" includes:

- (a) the UK Modern Slavery Act 2015;
- (b) Divisions 270 and 271 of the Criminal Code Act 1995 (Cth);
- (c) the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27);
- (d) the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38), and
- (e) any law of the Country, or any other applicable law, that prohibits exploitative practices including slavery, servitude, forced labour, human trafficking, debt bondage, child labour and other slavery-like practices.

"Modern Slavery Law Violation" means a situation where a Contractor or subcontractor has, in connection with the subject matter of the Contract or Subcontract (as the case may be), breached any Modern Slavery Law.

"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 of Company 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), 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.

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

"Personal Information" means information or an opinion about an identified individual or an individual who is reasonably identifiable.

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

"PSC" means the production sharing contract or license applicable to this Work as amended from time to time.

"Purchase Order" has the meaning given to it in clause 3.1(a) – Frame Agreement.

"Restricted Person" means any person or entity that is identified on any applicable restricted party list issued by a Governmental Authority, and also includes, without limitation any person:

- (a) that is, or is directly or indirectly owned or controlled by a person that is, or has an Affiliate, director, officer, employee, contractor, agent, branch or representative which is or is directly or indirectly owned or controlled by a person that is, listed on any list of restricted persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or a Co-Venturer, including but not limited to U.S.' consolidated screening list, a searchable version of which can be found at https://build.export.gov/main/ecr/eg_main_023148 as may be updated, amended or superseded from time to time;

- (b) acting or having express or ostensible authority to act on behalf of any of the persons listed in paragraph (a) above; or
- (c) with which any Party under this Contract, its Affiliates or a Co-Venturer is prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions or any other applicable Law.

"**Sanctions**" means any sanctions, restrictions or designations imposed under any laws or regulations of Australia, the European Union, the U.S., the United Kingdom, or any other country with jurisdiction over the Contract, a Party under this Contract, its Affiliates or a Co-Venturer.

"**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.

"**Taxes**" means all taxes, assessments, fees, levies, charges, duties, imposts, contributions, national insurance and social security costs (however named or described) imposed, levied or assessed by any government or Governmental Authority, together with any interest, penalties or additions imposed thereon.

"**VAT**" means valued added tax or similar tax on goods or services, including sales, use, excise and similar taxes, that is levied by any Governmental Authority of the Country.

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

"**Work**" means all the work (including the provision of all Goods, services and Contractor Equipment) that the Contractor is required to carry out in accordance with the provisions of the Contract.

"**Work in Mexico**" means all goods and work to be provided and performed by contractor or any member of contractor group to company in onshore and/or offshore Mexico.

"**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 and must exercise control, supervision, management and direction as to the method and manner of performing the Work. 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR WILL INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY MEMBER OF THE CONTRACTOR GROUP'S INDEPENDENT CONTRACTOR STATUS AS PROVIDED IN THIS CLAUSE 2, INCLUDING ANY EMPLOYMENT-RELATED CLAIM FOR, OR ATTEMPT BY ANY MEMBER OF THE CONTRACTOR GROUP, ANY OF THEIR RESPECTIVE PERSONNEL, OR ANY OF THEIR RESPECTIVE SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, OR PERMITTED ASSIGNS, AS THE CASE MAY BE, TO SEEK FROM ANY MEMBER OF THE COMPANY GROUP ANY BENEFITS OR SUMS ACCORDED TO ANY MEMBER OF THE COMPANY GROUP, INCLUDING BUT NOT LIMITED TO ADDITIONAL COMPENSATION OR REMUNERATION, WORKER'S COMPENSATION, DEATH OR DISABILITY INSURANCE, VACATION, OR SICK PAY, OR ANY CLAIM ALLEGING ANY PERSONNEL OF ANY MEMBER OF CONTRACTOR GROUP ARE EMPLOYEES OF COMPANY GROUP.

3 STATUS OF COMPANY

The Company enters into the Contract for itself and as agent for and on behalf of the other Co-Venturers. Without prejudice to the provisions of Clause **Error! Reference source not found.** and 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 other than the Company;

- (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's 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, its 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. Each Party will shall notify the other Party of its appointed representative. Company may change its representative at any time by notification to Contractor.

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 until all obligations under the Contract are fulfilled.

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 or are required or necessary in order to complete the work expressly required in this Contract) in a safe and workmanlike manner, in accordance with the requirements of the Contract, any applicable Law and Good Industry Practices;
- (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 43.
- (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 shall be entitled to recover the direct

costs and expenses of doing so from the Contractor.

9 REPORTING AND RECORDS

(a) The Contractor must:

- (i) 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
- (ii) 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.

(b) During the course of the Work and thereafter until the Longstop Audit Date, the Company or its duly authorised representative (including an external auditor appointed by the Company and any Governmental Authority) will have the right to audit at all reasonable times and, upon request, take copies of all of the Contractor's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers, dockets and other documents of every kind (including that which is stored on computers) relating to all authorisations and permits obtained or held in respect of the Work and itemised invoices in respect of the costs of those authorisations and permits.

10 CONFIDENTIALITY AND INFORMATION SECURITY

(a) The Contractor agrees that it will keep the Contract, any documentation which it receives in connection with the Contract and any information which it learns through Company Group, in strict confidence and will not disclose the same to any third party without the written consent of the Company.

(b) Notwithstanding paragraph (a) above, Contractor may disclose confidential information to the Contractor Group to the extent necessary for the proper performance of the Contract, to obtain advice or insurance in relation to the Contract and to comply with all Laws, provided that prior to disclosure the Contractor shall obtain written undertaking of confidentiality no less restrictive than this Clause 10.

11 PRIVACY

(a) The Contractor must, in respect of all Personal Information collected, received or supplied under the Contract:

- (i) comply with Data Privacy Laws;
- (ii) take all necessary steps to enable the Company to comply with Data Privacy Laws and Company's relevant policies, including obtaining any necessary consents and making any notifications regarding Personal Information;
- (iii) keep the Personal Information confidential and protect it from unauthorized destruction, loss, alteration or disclosure or access;
- (iv) not disclose or transfer any Personal Information to any third party or allow any third party to access or use the Personal Information during or after the term of this Contract;
- (v) upon termination or expiry of the Contract, return, destroy or de-identify to the Company's satisfaction all Personal Information (unless otherwise required by Law); and
- (vi) promptly comply with Company's reasonable requests to provide the Company or an individual with a copy of the individual's Personal Information in the form requested and correct, block or delete the individual's Personal Information.

(b) If Data Privacy Laws of the European Economic Area, Canada or the United States apply to Personal

Information, the Contractor must not receive, transfer, handle or process Personal Information outside of or between those jurisdictions without the prior written consent of the Company and the Contractor must comply with any requirements of the Data Privacy Laws and the Company regarding cross-border transfers of such Personal Information including any requirements specified by the Company in respect of any jurisdiction which does not have Data Privacy Laws to the satisfaction of the Company.

12 LAW

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

(b) The Contractor and its personnel, while in the Country, must not interfere in the internal affairs of, or be involved in political activities detrimental to, the Country.

(c) 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. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, 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 GROUP'S FAILURE TO COMPLY WITH ANY 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 OF MEXICO.

13 HEALTH SAFETY AND ENVIRONMENT

(a) The Contractor is responsible for the management of health, safety and environmental issues related to the Work and during the performance of the Contract. The Contractor must fully comply with all of the Company's health, safety and environmental requirements, Good Industry Practices and Authorisations.

(b) The Company may at any time conduct an audit of the Contractor's compliance with any health, safety and environmental requirements of the Contract. The Contractor must cooperate with the Company (including any representative of a Governmental Authority in attendance) in the conduct of such audit, and provide information as and when requested by the Company.

(c) 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 Law. 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 with regard to cleaning it up and preventing further Pollution.

14 CONTRACTOR PERSONNEL AND SUBCONTRACTORS

(a) The Contractor must not, without the Company's prior approval, subcontract 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

and valid work permits, stay permits, travel permits, employment passes, visas, licences, registrations and any other documents or permissions required for those individuals to lawfully perform the Work in the Country.

- (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. COMPANY SHALL HAVE NO LIABILITY AND CONTRACTOR AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES, OF WHATSOEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM CONTRACTOR OR ANY SUBCONTRACTOR TERMINATING THE EMPLOYMENT OF OR REMOVING FROM THE WORK ANY SUCH EMPLOYEE OR AGENT WHO FAILS TO MEET THE FOREGOING REQUIREMENTS FOLLOWING A REQUEST BY COMPANY TO HAVE SUCH EMPLOYEE OR AGENT REMOVED FROM THE WORK.

15 EMPLOYEE AND INDUSTRIAL RELATIONS

- (a) 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 and in accordance with the Law and Good Industry Practice. The Contractor must not hinder or adversely affect the employee and industrial relations of the Company or any other employer at the Worksite.
- (b) While performing Work in Mexico, Contractor shall, at Company's request, provide Company, or any third party acting on behalf of 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 the 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 the employees of contractor group including any payments made pursuant to Mexico's federal labor law, social security law and/or national worker's housing fund law.

16 CUSTOMS PROCEDURES

- (a) When applicable, the Company and the Contractor must each apply to the applicable Governmental Authority 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) 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 [the United States]. Specifically where FTA treatment is available and rules of origin requirements have been met, the Contractor must, and must ensure that its subcontractors (of any tier), obtain all required 'Certificates of Origins' in the approved formats, and any other documentation from the relevant Governmental Authorities in a timely manner and ensure its availability to the Company upon request.
- (d) 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.

17 EXPORT CONTROLS AND SANCTIONS

- (a) The Contractor must comply with all applicable Law concerning the export and re-export of goods, and other foreign trade controls including (without limitation) under U.S., Australian, United Kingdom, European Union and other countries' Law 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) Unless in receipt of an approval, licence or other authorisation from the relevant Governmental Authority, the Contractor must not:
- (i) lend, contribute or otherwise make available funds made available to it under, pursuant to or in connection with the Contract to any person that is a Restricted Person;
 - (ii) engage in, or be a party to, any transaction or activity with any person or entity that is:
 - (A) subject to and in violation of Sanctions or any applicable Law relating to export controls; or
 - (B) a Restricted Person to the extent that such transaction or activity is in violation of Sanctions or any applicable Law relating to export controls or might provide grounds for the Contractor, the Company, its Co-Ventures or any of their Affiliates to be listed on any list of Restricted Persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or a Co-Venturer; and
 - (iii) enter into any agreement, transaction or dealing that will result in a violation by any person of Sanctions.
- (e) The Contractor must provide, upon request by the Company, written certification that the Contractor has complied with the provisions of this Clause 17.
- (f) The Contractor will save, indemnify, defend and hold harmless the Company Group from and against any penalty, fine, charge, or other impost (including interest and costs) imposed on the Company Group as a result of a breach by the Contractor of this Clause 17.
- (g) The Contractor must ensure that the requirements of this Clause 17 form part of or are otherwise imposed on any party from which products or Work are procured, including the obligation to impose such terms (including this provision) on any subcontractor.
- (h) If the Contractor or any of its Affiliates breaches any of the obligations in this Clause 17, then the Company may immediately terminate the Contract for breach, by giving written notice of termination to the Contractor.
- (i) In the event of termination in accordance with Clause 17, the Contractor shall be entitled to payment only for that part of the Work properly performed under the Contract, up to the date of termination.
- (j) Any right of termination under Clause 17 is additional to any other right of termination the Company may have, either in the Contract or at law.

18 LOCAL CONTENT

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.

19 CONTRACTOR'S INVESTIGATIONS

- (a) The Contractor will be deemed to have examined, verified, 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.

20 INTELLECTUAL PROPERTY

- (a) Nothing in the Contract affects a Party's title to its Background Intellectual Property.
- (b) All New Intellectual Property incorporated 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.
- (c) The Contractor grants to the Company Group a royalty free, irrevocable, non-exclusive, perpetual, sub-licensable, transferable, world-wide licence to use, modify, adapt, copy and distribute (including electronically distribute) the Contractor's Background Intellectual Property and any Contractor New Intellectual Property for any purposes in connection with the Work or the project for which the Work is being performed. Where Company owns the New Intellectual Property, Company may use Contractor's Background Intellectual Property to exercise its rights in relation to 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 UNDER THIS CLAUSE 20 OR CONTAINED IN ANY INFORMATION SUPPLIED BY THE CONTRACTOR TO THE COMPANY; 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 and New Intellectual Property for the sole purpose of performing its obligations under the Contract.

21 INSPECTION AND TESTING

The Company and all persons (including any of Company's Other Contractors) shall be notified by the Company that the Contractor has 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.

22 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.

23 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 VAT 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.

24 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. The Contractor must prepare invoices in a form satisfactory to the Company for the purposes of meeting Company's Taxation and invoice processing requirements.
- (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 (a) the Company will pay the Contractor any amount due by no later than thirty (30) days after receipt of a correctly prepared and adequately supported invoice from Contractor.

25 TAXES

- (a) The Contractor will comply with all Laws relating to Taxation.
- (b) The Contractor is responsible for and is deemed to have allowed for in the rates and prices, and will save, indemnify, defend and hold harmless the Company Group from and against, any and all Taxes, including, without limitation, sales, use, value added, excise, payroll, property, income, profits, and corporation Taxes and Taxes on capital gains, levied or imposed in respect of the Work and any Claims with respect thereto.
- (c) The Company shall be entitled to withhold from payments to or for the benefit of the Contractor such amounts as are required to be withheld under applicable Laws (including, without limitation, all withholding Taxes, minimum Taxes, gross receipts, deemed profit or deemed net profit Taxes, deemed salary and wage Taxes and Taxes in respect of turnover) and remit such amounts to the Governmental Authorities. Any amounts so withheld shall be treated for all purposes of this Agreement as having been paid to the Contractor. The Contractor must as soon as practicable advise the Company of any applicable Laws that may require such a withholding.
- (d) The Company will furnish to the Contractor all reasonably available government receipts or other evidence

substantiating remittance to the Governmental Authority for all Taxes withheld.

(e) The Company will not be liable, and the Contractor will have no claims against the Company:

- (i) in respect to any sum of money which would otherwise be payable to or for the benefit of the Contractor under the Contract; and
- (ii) which the Company has withheld from such payment and paid in accordance with the provisions of any relevant Law, to the person, Governmental Authority or establishment legally entitled to accept payment (including, without limitation, any withholding in respect of Taxes pursuant to Clause 25(c)).

(f) Within 30 days of the date the Contract has been signed, and prior to submission of any invoices under the Contract, the Contractor must provide the Company with evidence that the Contractor has registered the Contract with all relevant authorities (if any) and has paid all necessary stamping or registration charges and has otherwise done all things necessary to ensure the Contract is of full legal force and effect.

(g) The Contractor must comply with such directions, provide such information and documents and complete and execute such documents as the Company reasonably requires for Taxation related purposes.

(h) The Parties agree that the rates and prices herein for any supply of Goods or services under the Contract are stated exclusive of VAT which may become payable under the Taxation Laws of the Country.

(i) Where is payable under the Laws of the Country on any supply of Goods or services made under this Contract, the Party making the supply will charge to the Party receiving the supply, and the Party receiving the supply will reimburse the supplier for, the VAT paid by the supplier to the relevant Governmental Authority, subject to the supplier issuing to the recipient a valid Tax invoice or the equivalent, in accordance with the Laws of the Country, for that supply, provided that the Parties shall use commercially reasonable efforts to minimize the imposition of any such VAT, including by providing exemption certificates or other documentation required to substantiate exemptions or by separately stating charges for separate components of the supply or the Work.

(j) If this Contract requires the Company to pay for, reimburse or indemnify the Contractor against any expense or liability ("Reimbursable Expense") incurred by the Contractor, the amount to be paid, reimbursed or indemnified is the amount of the Reimbursable Expense less any input Tax credit, rebate or similar Tax benefit to which the Contractor is entitled in respect of the Reimbursable Expense.

26 INDEMNITIES

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 CONTRACT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP.

Property and Personal Injury Indemnities Given By Contractor

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS IN RESPECT OF:

- (a) LOSS OF OR DAMAGE TO PROPERTY OF THE CONTRACTOR GROUP (INCLUDING CONTRACTOR EQUIPMENT), WHETHER OWNED, HIRED, LEASED OR OTHERWISE PROVIDED BY THE CONTRACTOR GROUP, ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT;
- (b) PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) TO ANY PERSON EMPLOYED BY THE CONTRACTOR GROUP

ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND

- (c) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) OR LOSS OF OR DAMAGE TO THE PROPERTY OF ANY THIRD PARTY TO THE EXTENT THAT ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE FAULT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE CONTRACTOR GROUP. FOR THE PURPOSES OF THIS CLAUSE (C) "THIRD PARTY" WILL MEAN ANY PARTY WHICH IS NOT A MEMBER OF THE COMPANY GROUP OR CONTRACTOR GROUP OR OTHER CONTRACTOR GROUP.

Property and Personal Injury Indemnities Given By Company

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS IN RESPECT OF:

- (d) LOSS OF OR DAMAGE TO PROPERTY OF THE COMPANY GROUP (EXCLUDING ANY GOODS, ANY COMPANY EQUIPMENT AND ANY COMPANY MATERIALS) OR OF THE OTHER CONTRACTOR GROUP, WHETHER:
 - (i) OWNED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP, OR
 - (ii) LEASED OR OTHERWISE OBTAINED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP UNDER ARRANGEMENTS WITH FINANCIAL INSTITUTIONS,

ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT;

- (e) PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) TO ANY PERSON EMPLOYED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (f) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) OR LOSS OF OR DAMAGE TO THE PROPERTY OF ANY THIRD PARTY TO THE EXTENT THAT ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE FAULT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, AND WILLFUL MISCONDUCT) OF THE COMPANY GROUP. FOR THE PURPOSES OF THIS CLAUSE (F) "THIRD PARTY" WILL MEAN ANY PARTY WHICH IS NOT A MEMBER OF THE CONTRACTOR GROUP OR COMPANY GROUP OR OTHER CONTRACTOR GROUP.

Pollution Indemnities

- (g) TO THE MAXIMUM EXTENT PERMITTED BY LAW BUT EXCEPT AS PROVIDED BY CLAUSES (A), (B), 26(C) AND (H), THE COMPANY WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING FROM POLLUTION EMANATING FROM THE RESERVOIR OR FROM THE PROPERTY OF THE COMPANY GROUP (INCLUDING ANY COMPANY EQUIPMENT) OR OF THE OTHER CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT.
- (h) TO THE MAXIMUM EXTENT PERMITTED BY LAW BUT EXCEPT AS PROVIDED BY CLAUSES (D), (E) AND 26(F) THE CONTRACTOR WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING FROM POLLUTION OCCURRING ON THE PREMISES OF THE CONTRACTOR GROUP OR EMANATING FROM PROPERTY OF THE CONTRACTOR GROUP (INCLUDING CONTRACTOR EQUIPMENT) ARISING FROM, RELATING TO OR IN CONNECTION WITH THE CONTRACT.

General Provisions for Indemnities

- (i) Notwithstanding anything to the contrary, the indemnities in Clauses (a), (b), (d), (e), (g) and (h) shall not extend to any criminal prosecution, fine or penalty, or for fraud or willful misconduct by any indemnified Party or member of their Group.

- (j) Except as otherwise expressly provided in this Contract, all indemnities given under this Contract (except as otherwise provided in Clauses 26(c), 26(f) and (i)) shall, 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 member of their Group and apply irrespective of any claim in tort, under contract or otherwise at law.

Special Provisions for Indemnities

- (k) The Parties acknowledge and agree that this Contract is not a "construction contract" or an agreement "collateral to or affecting a construction contract" within the meaning of Tex. Ins. Code Section 151.102, et seq. or LSAR. S. 9:2780.1, nor is this Contract "an agreement pertaining to a well for oil, gas, or water" under the Texas Oilfield Anti-Indemnity Statute (Tex. Civ. Prac. & Rem Code Ann. SS 127.001-008), and therefore such anti-indemnity statutes are not applicable to this Contract or in determining the "maximum extent permitted by Law." Additionally, to the extent any release, indemnity or hold harmless provisions of this Contract fail to meet the conspicuousness requirements of the express negligence rule, the Parties waive any and all defenses based on such failure.
- (l) If Title 6, chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-Indemnity Act, is found to apply to this Contract despite the Parties' intent that such Act not apply to this Contract, the indemnity and insurance provisions of this Contract shall be effective to the maximum extent permitted by such statute, and Contractor and 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 herein and with respect to unilateral obligations, in the statutory amounts, which is obtained by each of Contractor for the benefit of Company and Company Group, and Company for the benefit of Contractor and Contractor Group, as indemnitees. Contractor acknowledges and agrees that (i) Company may be self-insured with respect to all or a part of its indemnity obligations hereunder, (ii) 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 Contractor.
- (m) If the restrictions on defense and indemnity obligations (including release and hold harmless, if applicable) set forth in the Louisiana Oilfield Anti-Indemnity Act, LSA-R.S. 9:2780, as amended from time to time are found to apply to this Contract despite the Parties' intent that such Act not apply to this Contract, each of Contractor and Company desire to avail themselves of the exceptions described in Patterson v. Conoco, Inc., 670 F. Supp. 182 (W.D. La. 1987) and Marcel v. Placid Oil Co., 11 F. 3d 563 (5th Cir. 1994). Further, if an arbitrator or court of competent jurisdiction renders a final, non-appealable decision that, notwithstanding the mutual disclaimer in Article 7.11(c), LSA-R.S. 9:2780.1 is applicable to this Contract, then each of Contractor and Company desire to avail themselves of the exceptions described in LSA-R.S. 9:2780.1. Accordingly, prior to commencement of any Work performed in or off the coast of Louisiana, Contractor shall, as a separate line item, invoice, or have its brokers, insurers or underwriters invoice, Company for the premium reflecting the full cost of obtaining, on Contractor's liability insurance, coverage naming the members of Company Group as additional insureds and waiving subrogation against the members of Company Group, and, to the extent LSA-R.S. 9:2780.1 is determined to be applicable as described above, the full cost of insuring any obligation of Contractor to indemnify, defend or hold harmless any member of Company Group under this Contract, so that Contractor does not pay any material part of the cost of such coverage and so that no part of the economic burden of obtaining such coverage is shifted from Company to Contractor. No fewer than forty-five (45) days before the renewal date of such policies, Contractor shall notify

Company as respects the amount of the premium required for such coverage and arrange to have Company invoiced for the appropriate premium by its brokers, insurers or underwriters. If Contractor does not arrange to have Company invoiced in accordance with this Clause, Contractor shall be deemed to have paid said premium for the separate account of Company, subject to Company's continuing obligation to reimburse Contractor for the costs of such coverage upon submittal of an invoice as described above, and, for purposes of LSA-R.S. 9:2780.1, the Parties acknowledge and agree that the Contract Price includes, and Contractor shall have recovered from Company as part of the Contract Price, the cost of such coverage. To the extent LSA-R.S. 9:2780.1 is determined to be applicable as described above, the Parties acknowledge and agree that any waiver of the right of subrogation or additional insured obligation shall be required only to the extent permitted by applicable Laws. Company and Contractor agree that any failure to invoice Company for such coverage and Company's failure to pay for such coverage is not a material breach and can be cured by performance after being notified of such deficiency.

- (n) Where applicable, in cases where personnel (to include any direct, borrowed, special or statutory employees of Contractor or its subcontractors of any tier) are providing Work 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 Work provided by such personnel pursuant to this Contract are an integral part of and are essential to 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 Company is the statutory employer of such personnel for purposes of La. R.S. 23:1061(a)(3) and that Company shall be entitled to the protections afforded a statutory employer under Louisiana Law. Irrespective of Company's status as the actual or alleged statutory or special employer (as defined in La. R.S. 23:1031(c)) of any such Personnel, Contractor shall remain primarily responsible for the payment of all workers' compensation and medical benefits to such personnel and shall not be entitled to seek contribution for any such payments from Company or any other member of Company Group, and Contractor further agrees that it shall 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 personnel for injury, death, illness or property damage or loss, even if any such personnel claim, assert or are also held to be an employee (whether a direct, statutory, special or borrowed employee, or otherwise) of Company or any other member of Company Group.
- (o) Contractor shall require that every subcontractor of every tier performing work in or off the coast of Louisiana agree to the provisions of this Clause 2.1, which shall be inserted into each subcontract or purchase order, as applicable, with such subcontractor. If Contractor fails to comply with the requirements of this Clause 2.1.5, in whole or in part, Company shall have the right (without prejudice to Company's other rights and remedies) to withhold payment of any invoice or terminate this Contract. Without excusing Contractor's obligation to comply with the requirements of Clause 2.1.5, if a subcontractor performing work in or off the coast of Louisiana fails to agree to the provisions required under Clause 2.1.5, neither that subcontractor, its related entities, nor the officers, directors, employees, agents, successors, assigns, representatives or invitees of such subcontractor or its Affiliates, shall be considered a member of the Contractor Group for purposes of the release, indemnity, defense or hold harmless provisions of this Contract in favor of the members of the Contractor Group. This Clause 2.1.5 shall not be deemed an election of remedies, and Contractor shall not be relieved from any liability for failure to comply with the requirements of Clause 2.1.5.

- (a) Each Required Insurance must be placed with insurers acceptable to Company and with a financial security rating of A- or better (Standard & Poor's / A M Best).
- (b) The Contractor must ensure that each Required Insurance fully complies with all applicable Laws.
- (c) The Contractor must ensure that the Required Insurance remains in full force and effect throughout the term of the Contract
- (d) The obligation to take out insurance in no way limits or affects the liability of either Party under the Contract.
- (e) Except where expressly provided in this Contract, the Required Insurances to be taken out by the Contractor are primary to, and without right of contribution from, any insurance or self-insurance Company Group may have.
- (f) If, in compliance with the provisions hereof governing assignability, Contractor employs subcontractors to perform any work hereunder, Contractor shall require such subcontractors to obtain, maintain and document to Contractor the existence of insurance coverage equivalent to that which said subcontractors would have been required to furnish to Company had they executed this Agreement as Contractor. Upon reasonable request, Contractor shall make available to Company the insurance documentation in its possession relating to subcontractors performing work on transactions governed by this Contract.
- (g) All insurance (other than employers liability / workers compensation insurance) must:
 - (i) include the Company Group as additional assureds;
 - (ii) be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights, against the Company Group in relation to the Contract to the extent of the liabilities assumed by the Contractor under the Contract;
 - (iii) provide that the Contractor must immediately advise the Company should insurers issue a notice of cancellation of, or if there is a material change to, cover.

Insurance to be Procured and Maintained by Contractor

- (h) 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
 - (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.
- (i) The Contractor will at the request of the Company provide for inspection copies of all insurance certificates of currency in respect of the insurances required to be taken out by the Contractor.
- (j) 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.
- (k) Without limitation to anything in this Contract, Contractor shall ensure that for any Work in Mexico, Contractor shall obtain and maintain insurances through a Mexican Insurance Company acceptable to Company authorized to do business in Mexico and with an AM Best rating of A-

/VIII or better, under terms and conditions required by all Laws governing the Work in Mexico, including the Administrative General Guidelines Providing the Minimum Insurance Requirements for Regulated Companies performing works or activities of Exploration and Extraction of Hydrocarbons, Treatment or Refining of Oil and Processing of Natural Gas (DISPOSICIONES ADMINISTRATIVAS DE CARÁCTER GENERAL QUE ESTABLECEN LAS REGLAS PARA EL REQUERIMIENTO MÍNIMO DE SEGUROS A LOS REGULADOS QUE LLEVEN A CABO OBRAS O ACTIVIDADES DE EXPLORACIÓN Y EXTRACCIÓN DE HIDROCARBUROS, TRATAMIENTO Y REFINACIÓN DE PETRÓLEO Y PROCESAMIENTO DE GAS NATURAL). Additionally, any policies for Work in Mexico shall also (i) add as additional insureds to the extent of the risks and liabilities assumed by Contractor under this Agreement and (ii) shall waive all rights of subrogation against the Company and the following Mexican Regulators: AGENCIA DE SEGURIDAD, ENERGIA Y AMBIENTE, LA SECRETARÍA DE ENERGÍA, LA SECRETARÍA DE HACIENDA Y CRÉDITO PÚBLICO, LA SECRETARÍA DE ECONOMÍA, LA COMISIÓN NACIONAL DE HIDROCARBUROS, LA COMISIÓN REGULADORA DE ENERGÍA Y EL FONDO MEXICANO DEL PETRÓLEO. Notwithstanding any other requirement hereof, prior to commencing Work in Mexico, Contractor shall provide, and shall cause all subcontractors to provide, Company with certificates proving the procurement of insurance as required under this contract prior to commencing the provision of Work in Mexico. The requirements of this Section shall not be construed to alleviate Contractor's obligation to adhere to more stringent insurance requirements set forth in the Contract or required by Law in another jurisdiction where Work is performed or Contractor's personnel are located.

28

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 (including where the PSC is terminated for any reason not due to any default, including breach of contract and negligence on the part of Contractor Group).
- (b) In the event of termination under this Clause 28, 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 close-out 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.

29

TERMINATION FOR DEFAULT

- (a) If the Contractor defaults in or materially breaches any of its obligations pursuant to the Contract or an Insolvency Event occurs, or the PSC is terminated due to any default, including breach of contract and negligence on the part of the Contractor Group, the Company may by written notice terminate the Contract or all or any part of the Work for default. The Contractor will be liable to the Company for all additional costs, expenses, losses or damages reasonably incurred by the Company as a direct result of such Contractor's default or material breach of Contractor's obligations under this Contract 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 shall be adjusted to account for the additional costs, expenses, losses or damages incurred by Company and such payment will not become due to the Contractor until the costs of completing the Work and all other costs, expenses, losses or damages 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.

30 BUSINESS ETHICS

Code of Conduct

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

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:
 - (A) 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
 - (B) engaged in or allowed, and none of the foregoing will engage in or allow, any conduct which would constitute a Modern Slavery Law Violation; and
 - (ii) it will otherwise comply with the ABC Law and the Modern Slavery Law.

Subcontractors

- (c) Before the award of any subcontract, the Contractor must:
- (i) procure a warranty in the same terms as set out in Clause 30(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 Law and Modern Slavery Law that a reasonable and prudent contractor subject to the ABC Law and the Modern Slavery Law 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 1(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 30(f) below, if Contractor or any of its subcontractors commits an ABC Law Violation or a Modern Slavery 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 30(e) above for an ABC Law Violation or a Modern Slavery Law Violation where the ABC Law Violation or the Modern Slavery 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 30(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 **Error! Reference source not found.** applies.

- (h) Contractor must procure that each subcontract includes a termination clause as described in this Clause 30.

- (i) Any right of termination under this Clause 30 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 30(d) for the purpose of verifying compliance with the terms of the Contract or to determine whether an ABC Law Violation or a Modern Slavery 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.

31 EXCLUSION OF CONSEQUENTIAL LOSS

- (a) For the purposes of this Clause 31 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 31(a)(i) above, and whether or not foreseeable at the Effective Date.
- (b) Subject to Clause (b) 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 this Contract.
- (c) Nothing in Clause (b) relieves:
- (i) a Party from its indemnities given under Clauses 26 or the Contractor from its indemnity given under Clause 20;
 - (ii) a Party from any liability under Clauses 10 or 25;
 - (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 willful misconduct or arising from its repudiation of the Contract.

32 LIMITATIONS ON LIABILITY

- (a) Subject to Clause (b) below, the Contractor's total cumulative liability to the Company under the Contract, in tort or otherwise at law will be limited to 100% of the Contract value.
- (b) The above limitation under Clause (a) will not apply to:
- (i) any of the indemnities given by the Contractor under Clauses 20 and 26.
 - (ii) any liability of the Contractor to remedy defects;
 - (iii) liability of the Contractor under Clauses 12, 16,

17 or 25 or for any fine or penalty imposed; or

- (iv) any liability of the Contractor arising from fraud or fraudulent misrepresentation or willful misconduct or arising from its abandonment or repudiation of the Contract.
- (c) Any limitation of liability given by the Company to the Contractor under the Contract will include the Affiliates of the Contractor.
- (d) Any limitation of liability given by the Contractor to the Company under the Contract will include each member of the Company Group.
- (e) If and to the extent that a liability of the Contractor is covered by any insurance policy which the Company or the Contractor is obliged to take out or maintain under Clause 27, and the Contractor receives proceeds in respect thereof (or would have done so but for:
 - (i) any act or omission on the part of the Contractor; or
 - (ii) the operation of the cap on its liability under Clause 30(a)),

the payment of sums equivalent to the proceeds and the deductibles will not count towards or act to reduce the unexpended amount of any limitation on such liability of the Contractor.

33 GOVERNING LAW AND JURISDICTION

- (a) The Contract and any dispute or matter arising out of or in connection with it (including any non-contractual dispute or matter) will be governed by and construed in accordance with the General Maritime Law of the United States of America excluding any conflict of law or choice of law rules, procedures or principles that would direct the Laws of any other jurisdiction to apply, unless and to the extent the General Maritime Law of the United States of America cannot be applied as a matter of Law, and then the Laws of the State of Texas of the United States of America shall apply, as though this Contract and all acts or omissions hereunder had occurred in such state, without reference or regard to any state's conflict of law or choice of law rules, procedures or principles.

34 ARBITRATION

- (a) Any Dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Houston, Texas in accordance with the Commercial Arbitration Rules (the "Arbitral Rules") of the American Arbitration Association ("AAA") at the time being in force, which Arbitral Rules are deemed to be incorporated by reference in this Clause 34(a).
- (b) The arbitral tribunal will consist of one (1) or three (3) arbitrators selected in accordance with this Clause 34(b). Unless otherwise mutually agreed in writing by Contractor and Company, any arbitration conducted hereunder shall be heard by a sole neutral arbitrator, qualified by his or her education, experience and training to resolve the disputed matters. The Parties shall attempt to agree upon a mutually acceptable arbitrator. If they are unable to do so within ten (10) days following referral of the dispute to the AAA, either Party may request the AAA to designate the arbitrator in accordance with the Arbitral Rules. If the arbitrator so chosen shall fail or otherwise become unable to serve as arbitrator, a replacement arbitrator shall be chosen in accordance with the provisions herein. Each arbitrator shall be qualified by his or her education, experience and training to resolve the disputed matters. Each arbitrator shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any ex parte communications with any of the Parties or any other parties to the Dispute concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator.
- (c) The Parties agree that:
 - (i) The seat, or legal place, of the arbitration will be

Houston, Texas.

- (ii) English will be the language used in the arbitration.
- (iii) Arbitration proceedings will be confidential and will be heard in private. The Parties do not agree to the publication of any arbitral award.
- (iv) Neither Party is restrained by operation of this Clause 34 from applying to a court of competent jurisdiction to seek urgent relief (including injunction or conservatory measure). The application by a Party for such urgent relief is not an infringement or waiver of the arbitration agreement and does not affect the power of the arbitral tribunal.]

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 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. Copies of formal notices may be delivered by email but a notice delivered by email shall not be sufficient for purposes of this Contract.
- (b) Any such notice will be effective:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by 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 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 in the Work will vest in the Company as soon as preparation of those deliverables commences.
- (d) The Contractor must ensure that all items provided by the Contractor under the Contract 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) In the event of termination or expiration of the Contract, the provisions which are expressed or intended to survive such termination or expiration, including without limitation those pertaining to warranty, indemnities, audit, confidentiality, intellectual property, insurance, exclusion of consequential losses, limitation of liability, compliance, governing law and jurisdiction shall remain in full force and effect.

PART B: GOODS CONDITIONS

37 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.

38 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.

39 PACKING AND DOCUMENTATION

- (a) The Contractor must ensure that the Goods are properly packed, secured and labelled in accordance with Good Industry Practices 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.

40 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 **Error! Reference source not found..**

41 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.

42 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.

43 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.

44 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 the Company to purchase such Goods, component parts or replacements.

45 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.