General Terms and Conditions for Supply of Goods and/or Performance of Services

1. **The Contract:** The following documents shall form the "Contract": (a) Company's purchase order ("Order"); (b) these general terms and conditions ("Conditions"); and (c) any other document expressly incorporated either by reference in or as attached to the Order. These documents shall be read as one document, the contents of which, in the event of ambiguity or contradiction, shall be given precedence in the order listed above. The Order sent by "Company" to "Contractor", as such parties are more particularly identified in the Order, shall be an offer by Company for Contractor to carry out the Work. This offer shall not be accepted until the earliest of the following to occur: Contractor's written acceptance of this Contract or the carrying out of any part of the Work (including the shipment of any Good), provided that the carrying out of any part of the Work by any member of Contractor Group shall constitute unconditional acceptance by Contractor of the Contract. The Contract shall be effective from the date of acceptance as determined in accordance with the foregoing or such other date as agreed by the parties as set out in the Order ("Effective Date") and shall continue in effect for so long as the parties continue to have any rights, liabilities or obligations under the Contract. Except as expressly provided in the Order, these are the only terms and conditions on which Company shall contract with Contractor for the Work to the exclusion of all other terms or conditions.

2. **Definitions:** "Affiliate" means with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly. "Applicable Corruption Laws" means all applicable laws relating to bribery, corruption, money laundering, fraud or similar activities, including those: (a) of the country of incorporation of either of the parties; (b) of any country in which the Contract is to be performed; and (c) of the United States including in particular the Foreign Corrupt Practices Act 1977. "Bribe" means: (a) to offer, promise, give, authorize, request, accept or agree any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Applicable Corruption Laws, and "Bribed" shall be construed accordingly. "Claims" means claims, liens, judgments, fines, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including legal fees and expenses) or causes of action, of whatever nature, including those made or enjoyed by dependents, heirs, claimants, executors, administrators or survivors. "Company Group" means Company, its Co-Venturers, its and their Affiliates, Company's other contractors and subcontractors (of any tier) performing work at the Worksite and their Affiliates and the respective agents, directors, officers, employees, consultants and agency personnel of all of the foregoing, but shall not include any member of Contractor Group. "Consequential Loss" means: any indirect, special, incidental, punitive or consequential losses or damages, including without limitation loss of production, loss of profit, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect arising from or related to the performance of the Contract and whether or not such losses were foreseeable at the Effective Date. "Contractor Group" means Contractor, its Subcontractors, its and their Affiliates and the respective agents, directors, officers, employees, consultants and agency personnel of all of the foregoing. "Co-Venturer" means any person with whom Company is or may be from time to time a party to a joint venture agreement (including a consortium agreement or contractual association agreement), joint operating agreement, unit operating agreement or similar agreement relating to the operations for which the Work is being carried out. "Goods" means the goods as detailed in the Order that Contractor is required to supply in accordance with the Contract. "Legislation" means, including Applicable Corruption Laws and Sanctions and Trade Controls Laws, all applicable laws, directives, statutes, statutory instruments, bye-laws, ordinances, regulations, decrees, approvals, licenses, permits, authorizations, guidelines, rules, orders, codes of practice, standards and any other requirement of any international, national, federal, regional, state, municipal or local governmental authority, agency or regulatory body including any branch, division, ministry, department or agency of the same or of any court, commission, board or similar authority with jurisdiction over Company Group, Contractor Group, the Work, the Worksite or any matter arising under the Contract. "Services" means the services as detailed in the Order that Contractor is required to perform in accordance with the Contract. "Subcontract" means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding the Contract. "Subcontractor" means any person (other than Contractor) that is party to a Subcontract. "Tax" or "Taxes" means all existing or future taxes, including corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, sales taxes, customs duties, withholdings taxes, stamp duties, and other charges and assessments in the nature of taxes, together with any fines, penalties or interest thereon. "Third Party" means any person that is not a member of Company Group or Contractor Group. "Work" means all work that Contractor is required to carry out in accordance with the Contract, including the supply of the Goods and the performance of the Services. "Worksite" means all places where the Work is to be carried out.

3. **Interpretation:** References in the Contract to: (a) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (b) the words "including", "include" and "other" shall be construed without limitation; (c) any Legislation includes reference thereto as amended, supplemented or replaced from time to time or, as applicable, as extended or re-enacted; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) the Contract shall include the same as amended or varied in accordance with its terms; and (f) any party or other person, which for the purpose of the Contract shall include, as the context requires, any natural person, body corporate, unincorporated association, partnership or other entity, whether or not having a separate legal personality, shall include that party's or person's successors in title and permitted assigns. All instructions, directions, notices, agreements, authorizations, approvals, consents and acknowledgements between the parties relating to the Contract shall be in writing.

4. **Contractor's General Obligations:** Contractor shall provide all management, engineering, design, supervision, personnel, equipment, plant, machinery, tools, apparatus, containers, fastenings, hardware, software, materials, consumables, supplies, packaging, spare parts, facilities, premises and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract. Contractor represents and warrants that it shall carry out the Work in accordance with good practices and standards applicable to work of the type to be carried out under the Contract, with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in work of the type to be carried out under the Contract, to the satisfaction of Company, in compliance with all other provisions of the Contract and the Company policies as such policy documents are modified, supplemented, adopted or implemented by Company from time to time and Legislation (and shall ensure that all personnel and items to be provided by Contractor are in compliance with Legislation) and that the Work shall be free from defect. **CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT IN RESPECT OF THE EMPLOYMENT OR WORKER STATUS OF ITS PERSONNEL AND ALL BENEFITS AND RIGHTS IN CONNECTION WITH THE SAME.** Except to the extent that it may be legally impossible or create a hazard to safety, Contractor shall comply with Company's instructions and directions on all matters relating to the Work. Company and its authorized representatives shall be entitled at any time to carry out any inspection, testing, witnessing or monitoring necessary and to examine all associated data and documentation in order to confirm compliance by Contractor with its liabilities and obligations under the Contract. Contractor shall co-operate fully with Company and its authorized representatives in relation to the same and shall provide, or shall procure the provision of, all assistance, data, documentation and access to personnel as may be required in connection therewith. Where Company or any of its authorized representatives require the permission of any member of Contractor Group to access any Worksite, including in respect of any inspection, testing, witnessing, monitoring or examination required under the Contract, Contractor shall permit or procure such access and provide or procure all facilities and assistance as may be required in connection therewith. Contractor shall obtain and maintain all licenses, permits, temporary permits, authorizations and approvals required in order to carry out the Work.

5. **Quality of the Goods:** It is a condition of the Contract that the Goods shall be new, or subject to Company's approval, as new, of good quality and sound design, materials and workmanship, be fit for its or their intended purpose where a purpose is defined in the Contract or, where no such purpose is defined, fit for its or their ordinary purpose, be in

compliance with the detailed description as set out in or as attached to the Order, be free from all liens, charges, encumbrances and retention of title claims by any third party, to the extent sold by description or sample, conform with such description or sample and be in compliance with all other provisions of the Contract and Legislation.

6. **Marking of the Goods:** Contractor shall ensure that the Goods are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark which clearly identifies the manufacturer. In addition, where Contractor is not the manufacturer, Contractor shall ensure that the Goods are, without infringing third parties' rights, clearly and permanently marked as having been supplied by Contractor to Company. All Goods delivered to Company shall be suitably marked or clearly identified as the property of Company. Where title to the Goods transfers to Company before delivery, Contractor shall at such time suitably mark or clearly identify the Goods as the property of Company and shall separately store, safeguard and maintain the same in good order and condition. Any Goods so marked or identified shall not be disposed of to any third party without Company's prior consent, and, if so disposed of, any such marking or identification must be first erased to the satisfaction of Company.

7. **Packing and Transportation:** The Goods shall be packed by Contractor for transportation and storage in accordance with recognized good practices and standards applicable to goods of the type to be supplied under the Contract and in accordance with any special requirements as set out in the Contract, so as to reach the point of use undamaged and in good condition and, to the extent not immediately used, shall ensure that the Goods are preserved in good condition until the Goods are permanently removed from packaging at the point of use. Unless otherwise stated in the Contract, all costs in connection with packing and transportation, including packaging, protection and the provision of appropriate transportation and/or storage containers and fastenings, shall be included in the rates and prices as set out in the Contract. All handling and storage instructions shall be clearly displayed on the outside of all packaging and containers. Contractor shall send with each shipment of the Goods (and at the same time provide Company Representative with a copy of the same): (a) a packing note (together with a copy of material test certificates where applicable) detailing the number of the Contract, description, code number (if any) and the quantity of Goods shipped; (b) an advice note including the details set out in the foregoing sub-Clause (a); (c) additional documentation as detailed in the Contract or any amendment or required by Legislation; (d) Contractor's clear and full instructions with regard to the safe handling and storage of the Goods; (e) all customs documentation required for the Goods; and (f) all documentation necessary to prove the Goods supplied have been inspected and tested and are properly completed and therefore in accordance with the Contract.

8. **Delivery of Goods/Defects Correction:** The Goods shall be delivered at the delivery point on the delivery date in accordance with the delivery term as the same are set out in the Order along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other documentation required to be provided by Contractor in connection with the supply of the Goods, except to the extent the same has already been provided or as otherwise agreed with Company. If and as required by Company, the Goods shall be delivered loaded or unloaded by Contractor at the delivery point. Where the delivery term conflicts with any other provision of the Contract, the latter shall prevail. If Company identifies or is made aware of any defect in the Goods (or any rectified Goods) at any time within twenty-four (24) months from the date of delivery of the same in accordance with the Contract (or, as applicable, within twenty-four (24) months from the date of completion of the rectification of any Goods in accordance with this Clause 8) Company may, without prejudice to any other rights or remedies which Company may have, give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect which shall include the replacement of the Goods, where the same is determined by Company, at its sole discretion, to be the appropriate course of action, at the point of use or at such other location as required by Company. If Contractor fails to comply with its obligations under this Clause 8, Company may, without prejudice to any other rights or remedies which Company may have, either carry out Contractor's obligations under such Clause itself or have such obligations carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

9. **Ownership:** Title to the Goods shall transfer to Company: (a) upon delivery, whether in whole or in part (provided that partial delivery is permitted under the Contract), to Company in accordance with the Contract; or (b) upon payment by Company, whichever is the first to occur, provided that the risk and responsibility for such Goods shall at all times remain with Contractor until delivered to Company in accordance with the Contract. **CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS IN RESPECT OF LOSS OF OR DAMAGE TO ANY GOODS TO WHICH COMPANY HAS TITLE IN ACCORDANCE WITH THIS CLAUSE 9 AT ANY TIME WHEN THE RISK AND RESPONSIBILITY FOR THE SAME IS WITH CONTRACTOR OR AS A RESULT OF THE STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, WILFUL MISCONDUCT, BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OF ANY MEMBER OF CONTRACTOR GROUP, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, EVEN IF THERE IS SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT ON THE PART OF COMPANY GROUP.**

10. **Performance of Services/Defects Correction:** Contractor shall ensure that it is ready to commence the Services on the commencement date as set out in the Order and shall commence and continuously proceed with the same in accordance with the scheduling requirements of Company until complete in accordance with the Contract. If Company identifies any defect in the Services (or any rectified Services) at any time during the performance of the Services or within twelve (12) months from the date of completion of the Services (or, as applicable, within twelve (12) months from the date of completion of the rectification of any Services in accordance with this Clause 10), Company may give notice thereof to Contractor. Following receipt of such notice, or at such other time as required by Company to comply with Company's operational requirements, Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect. If Contractor fails to comply with its obligations under this Clause 10, Company may have such obligations carried out by others and all costs reasonably incurred by Company as a direct result thereof shall be recoverable by Company from Contractor.

11. **Health, Safety, Environment and Security:** Contractor shall, and shall procure that all other members of Contractor Group shall, actively pursue the highest standards of health, safety, environment and security in connection with the Work and keep strictly to the requirements of Company's health, safety, environment and security policy as attached to the Order.

12. **Payment and Invoicing:** For the performance of the Work in accordance with the Contract, Company shall pay, or cause to be paid, the amounts provided in the Order to Contractor at the times and in the manner as set out in the Order and this Clause 12. Within thirty (30) days from the end of each month following commencement of the Work or, such other invoice period as set out in the Contract, Contractor shall submit to Company a single invoice for the value ascertained in accordance with the Contract for the Work performed in accordance with the Contract during the month in question or, during such other invoice period. Sales Tax (including value added, sale, use, excise or similar taxes, or a tax instead of or in addition to Sales Tax) chargeable in respect of the Work carried out by Contractor under the Contract, if applicable, shall be itemized separately. Incomplete or incorrectly raised invoices will be returned to Contractor unactioned. Each invoice shall quote the Order number and title and shall be forwarded, together with adequate supporting documentation, to the person and address as set out in the Order. Company shall pay or cause to be paid the due amount within thirty (30) days after the date of Company's receipt of properly submitted and supported invoices in accordance with this Clause 12. If Company disputes the amount of any invoice, in whole or in part, Company will notify Contractor as to the amount Company agrees to be correct and Contractor will issue two (2) invoices to Company: (a) one (1) invoice containing the undisputed amount; and (b) another invoice containing the disputed amount. Company reserves the right to withhold payment of the invoice containing the disputed amount pending resolution, following which payment shall be due from the date and to the extent determined as part of such resolution. Notwithstanding the foregoing, payment of any invoice, even a disputed invoice does not constitute acceptance of the Work and shall not be deemed to have waived Company's right to contest the correctness of any invoice at a later time. The latest time for submission of invoices in respect of amounts due to Contractor in connection with the Contract shall be ninety (90) days from the completion of the relevant part of the Work or the expiry or termination of the Contract, whichever is the earlier. Any amounts payable by Company hereunder may, without prejudice to any other rights or remedies which Company may have, be withheld and/or

set-off by Company in whole or in part by reason of any actual or anticipated claims by Company against Contractor arising under the Contract or any other contract between Company and Contractor.

13. Liabilities and Indemnities: **CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING OUT OF INJURY TO OR SICKNESS, DISEASE OR DEATH OF ANY PERSON IN CONTRACTOR GROUP AND LOSS OF OR DAMAGE TO THE PROPERTY OF ANY MEMBER OF CONTRACTOR GROUP, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE WORK. COMPANY SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING OUT OF INJURY TO OR SICKNESS, DISEASE OR DEATH OF ANY PERSON IN COMPANY GROUP AND, SUBJECT TO CLAUSE 9, LOSS OF OR DAMAGE TO THE PROPERTY OF ANY MEMBER OF COMPANY GROUP, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE WORK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY ELSEWHERE IN THE CONTRACT, COMPANY SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST COMPANY GROUP'S OWN CONSEQUENTIAL LOSS, EXCEPT IN RELATION TO ANY CONSEQUENTIAL LOSS ARISING FROM CONTRACTOR'S BREACH OF CLAUSES 21 (DATA AND INTELLECTUAL PROPERTY RIGHTS), OR 24 (CONFIDENTIALITY) AND CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST CONTRACTOR GROUP'S OWN CONSEQUENTIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE WORK. EXCEPT WHERE EXPRESSLY STATED TO APPLY ONLY TO THE EXTENT OF THE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF THE INDEMNIFYING PARTY, BUT NOTWITHSTANDING THE PROVISIONS OF CLAUSE 14 OR ANY OTHER PROVISION OF THE CONTRACT, ALL EXCLUSIONS AND INDEMNITIES GIVEN UNDER CLAUSE 9 AND THIS CLAUSE 13 SHALL BE FULL AND PRIMARY AND SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, WILFUL MISCONDUCT, BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OF THE INDEMNIFIED PARTY OR ANY OTHER PERSON AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.** Contractor and Company agree that the indemnities provided by Contractor under this Agreement shall be supported by insurance available to Contractor, and the indemnities provided by Company shall be supported by insurance available to Company. The minimum limits of insurance supporting the parties' indemnity obligations shall be the total limits of Company's insurance or the total limits of Contractor's insurance (whether or not required by this Agreement), whichever is less. Any deductibles, self-insurance, or self-insured retention under either party's insurance policies shall be for the sole account of that party, and the other party shall have no liability for same. Company and Contractor agree that the insurance requirements of this Clause shall support but not limit the parties' indemnity obligations, except to the extent mandated by applicable law. Each party shall give the other prompt notice of any Claims with respect to the exclusions and indemnities under this Clause 13, accompanied by full details (where reasonably practicable and to the extent not subject to legal privilege) of the circumstances of any incident giving rise to such Claims and the parties shall co-operate in the defense of any such Claims, including negotiations, appeals or any settlement or compromise. If either party intends to irrevocably settle any Claims under this Clause 13 for which indemnification is sought, it shall do so only after having notified and attempted to obtain the prior consent of the other party, such consent not to be unreasonably withheld or delayed.

14. **Insurance:** Contractor shall effect and maintain as a minimum the insurances of the types and in the amounts as set out in this Clause 14 and shall ensure that they are in full force and effect for the duration of the Contract. All such insurances shall be placed with reputable and substantial insurers satisfactory to Company and Contractor shall bear all excesses, deductibles or limitations incorporated therein. All insurances which Contractor is required to effect and maintain under the Contract shall contain an agreement from the insurers to waive all rights of recourse, including subrogation, against Company Group, and shall be primary and non-contributory as regards any other insurance coverage in respect of the risks assumed by Contractor under the Contract. The insurances required to be effected and maintained pursuant to this Clause 14 are: (a) Worker's Compensation Insurance (or equivalent insurance) covering all jurisdictions where the Work is to be performed, where Contractor's employees reside and wherever the contracts of employment of the insured party are made or expressed to be made, to include coverage for all persons employed including directors, partners and proprietors.; (b) Employers Liability Insurance covering injury to or sickness, disease or death of the employees of Contractor engaged in the Work to the minimum amount required by Legislation, but in any event in an amount not less than five million US Dollars (US$5,000,000) each and every occurrence, inclusive of costs and expenses; (c) General Third Party Liability Insurance covering the operations of Contractor in the performance of the Contract, including bodily injury, death of one or more persons and/or damage to and loss of use of property, blanket contractual liability, contractors protective, broad form property damage, personal injury liability, contingent employer's liability (covering all Contractor employees where such employee is covered by Workers' Compensation), explosion and collapse, severability of insureds and cross liability, liability for products and post-works, and accidental pollution and contamination in an amount not less than five million US Dollars (US$5,000,000) each and every occurrence (annual aggregate in respect of products and post-works, and accidental pollution and contamination), inclusive of costs and expenses. Such insurance shall include Company Group as additional insured to the extent of the liabilities assumed by Contractor under the Contract; and (d) such other insurances as specified in the Order or as required by Legislation. The required limits of insurance noted above may be achieved through a combination of primary and umbrella or excess policies. Contractor shall ensure that the insurance obligations under each Subcontract, including the type and amount of the required insurances, shall be consistent with the Contract in relation to the part of the Work carried out by the relevant Subcontractor. Contractor shall require that such insurances comply with the above requirements and contain an agreement from the insurers to waive all rights of recourse, including subrogation, against Company Group, and to name Company Group as additional insured and to be primary and non-contributory in respect of the risk assumed by Contractor and its Subcontractors.

15. **Taxes and Duties:** Contractor shall be solely responsible for and shall bear and pay all Taxes connected with the Work or use of a Subcontractor, including Taxes connected with personnel ("Contractor Taxes") and shall properly make all necessary filings or registrations. **CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS CONNECTED WITH ANY CONTRACTOR TAXES OR FAILURES TO MAKE NECESSARY FILINGS OR REGISTRATIONS TOGETHER WITH ANY COSTS OF COMPLIANCE THEREWITH.** Where, under the provisions of Legislation, Company is required to deduct any amount from payments made to Contractor, whether as Tax or otherwise, Company shall without further notification to Contractor deduct the required amount from any amount payable to Contractor. Company shall pay over or deal with any amount so deducted in accordance with the provisions of Legislation.

16. **Assignment and Subcontracting:** Contractor shall not at any time assign or otherwise transfer its rights and/or obligations under the Contract in whole or in part without Company's prior consent which may be withheld in Company's sole discretion. Contractor shall not subcontract the whole or part of the Work without the prior approval of Company. Contractor shall be responsible for all work, acts, omissions and defaults of Subcontractors as fully as if they were work, acts, omissions or defaults of Contractor**. CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS THAT A SUBCONTRACTOR HAS NOT BEEN PAID FOR WORK CARRIED OUT IN CONNECTION WITH THE CONTRACT, INCLUDING THE PROVISION OF ANY EQUIPMENT, MATERIALS OR SERVICES**.

17. **Audit and Storage of Documents:** Contractor shall, and shall procure that Subcontractors shall, keep full and complete accounts and records in connection with the Contract. Company and/or its authorized representatives shall have the right at their own cost and at all reasonable times (and in any event within ten (10) days from receipt of a request from Company) to inspect and audit any of Contractor's accounts or records as may be necessary in the sole opinion of Company to verify that the requirements of the Contract are being and have been met and all data and documentation relating to the rates and prices as may be required to verify payments made to or by Contractor under or in connection with the Contract. Company or its authorized representatives shall have the right at all reasonable times to reproduce and retain copies of such accounts and records. Contractor shall co-operate fully with Company and its authorized representatives in the

conduct of any inspection or audit required by Company. Contractor shall obtain equivalent rights of inspection and audit to those specified above from Subcontractors and will cause such rights to extend to Company. Any amounts found as a result of such inspections and audits to have been overcharged by Contractor shall be repayable to Company. Such payment shall be made within thirty (30) days from receipt of an invoice from Company. Contractor shall keep, and shall procure that the Subcontractors keep, all documents and data (howsoever stored) related to the Contract for a period of six (6) years from whichever is the earlier of the completion of the Work or the expiry or termination of the Contract, or such longer period as may be required by Legislation.

18. **Suspension and Variation:** Company shall have the right, by notice to Contractor, to instruct the suspension or variation of all or any part of the Work. Contractor's entitlement to any additional payment or adjustment to the price, as applicable, arising from any suspension or variation shall be valued at the appropriate rates and prices included in the Contract or, in the absence of the same, a fair valuation shall be made by Company. Contractor shall not be entitled to any additional payment or adjustment to the price where the suspension or variation is as a result of any breach of the Contract by Contractor or any error or omission of any member of Contractor Group or instructed under Clause 23. In respect of any suspension, Company may, by further notice, instruct Contractor to resume all or any part of the Work.

19. **Termination:** Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event that Contractor: (a) fails to comply with its obligations under the Contract in relation to health, safety, environment and security or Legislation (including any failure to comply with its obligations under Clauses 22 or 23); (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceeding is taken with respect to Contractor in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events; or (c) is in breach under the Contract. In addition, Company shall have the right at any time by notice to Contractor to terminate all or any part of the Work or the Contract to suit the convenience of Company in which event Company shall only be liable to pay for the part of the Work carried out in accordance with the Contract prior to the date of receipt of Company's termination notice.

20. **Force Majeure:** Neither party shall be responsible for any failure to fulfil any term or condition of the Contract if and to the extent that fulfilment has been delayed or prevented by a Force Majeure Event provided that the affected party notifies the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event. The affected party shall use all reasonable endeavors to limit the effect of that delay or prevention on the other party. For the purpose of this Clause 20, "Force Majeure Event" means and shall be limited to: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, blockades by local communities, revolution, insurrection of military or usurped power; (b) earthquake, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity; (c) strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labor not employed by the affected party, its subcontractors (of any tier) or its suppliers and which affect a substantial or essential portion of the Work; and (d) any local or other governmental authority action or inaction affecting any licenses, permits, temporary permits, authorizations or approvals required by Company for its operations, but in each case only to the extent such events are: (i) not within the control of the party in question; (ii) unavoidable notwithstanding the reasonable care of, or the taking of reasonable steps by the party affected; and (iii) are not the result of any failure of the affected party to carry out any of its obligations under the Contract or any negligence of such party or, where Contractor is the affected party, of any Subcontractors. Following notification of a Force Majeure Event in accordance with this Clause 20, the parties shall meet at appropriate intervals to agree on a mutually acceptable course of action to minimize the impact and effects of such Force Majeure Event on the parties. Upon cessation of a Force Majeure Event, the affected party shall forthwith resume full performance of its obligations under the Contract, taking into account Company's operational requirements. Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to Contractor in the event any Force Majeure Event continues, or it is obvious that it will continue, for more than seven (7) days, provided that Contractor shall not be entitled to any payment in connection with any such termination.

21. **Data and Intellectual Property Rights:** Title to all data and documentation provided by or on behalf of any member of Company Group in connection with the Contract shall at all times remain the property of (and title to it shall remain vested in) Company or, as applicable, the relevant person with title to the same and shall not at any time transfer to any member of Contractor Group. Title to any data or documentation which is or is required to be prepared, produced, created, generated, processed, stored, provided or transmitted by or on behalf of Contractor in accordance with the Contract or in contemplation or the performance of, or for the purposes of, the Work ("Contract Data") shall vest in Company as soon as the preparation, production, creation or generation of the same commences. Contractor shall ensure that all data and documentation provided by or on behalf of any member of Company Group in connection with the Contract and any Contract Data which is in the care, custody or control of any member of Contractor Group, shall be suitably marked or clearly identified as the property of Company. Contractor irrevocably assigns to Company all right, title and interest in and to all intellectual property rights and all other rights created, developed or arising from the performance of the Work by or on behalf of Contractor. Contractor shall, and shall procure that any necessary third party shall, promptly perform such acts as may be required for the purpose of assigning to Company all right, title and interest in and to such intellectual property rights and all other rights. Company grants to Contractor a non-transferable, non-exclusive license during the term of the Contract to use the intellectual property rights vested in Company (including those assigned to Company by virtue of this Clause 21) for the purpose of and to the extent required to perform the Work. Contractor grants to Company an irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to use all property of Contractor Group and all other intellectual property rights of Contractor Group made available or supplied to Company for the purpose of and to the extent required to receive, use and/or obtain the benefit of the Work. **CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT ALLEGING THAT THE PERFORMANCE, RECEIPT OR USE OF THE WORK OR THE GOODS INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY OR OTHER RIGHTS**.

22. **Business Ethics:** Contractor represents and warrants that it has read and understood the Ethics and Conduct Code for Suppliers located at: https://www.repsol.com/imagenes/global/en/Ethics_and_Conduct_Code_for_Suppliers_tcm14-63784.pdf and shall adhere to and shall procure that all other members of Contractor Group shall act in a manner consistent with the same in connection with the Contract. Contractor represents and warrants that Contractor Group has not Bribed in connection with obtaining the Contract. In connection with the Contract, Contractor shall, and shall procure that the other members of Contractor Group shall: (a) strictly observe and comply with all Applicable Corruption Laws; and (b) not Bribe. Contractor represents and warrants, to the best of its knowledge and belief, that neither it nor any other member of Contractor Group is being or has been: (a) convicted of; or (b) investigated for, any offence under Applicable Corruption Laws. For the purpose of the foregoing, the expression "to the best of its knowledge and belief" shall refer only to those matters within the direct knowledge and belief of Contractor and its agents, directors, officers, employees, consultants and agency personnel. Contractor represents and warrants that: (a) its agents, directors, officers, employees, consultants and agency personnel have been given adequate training and informed of their obligations in relation to Applicable Corruption Laws; (b) it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected violations, to prevent wrongdoing and which are compliant with Applicable Corruption Laws; and (c) it has used best endeavors to ensure that the other members of Contractor Group comply with requirements equivalent to those in this Clause 22. To the maximum extent permissible by law, Contractor shall, and shall use best endeavors to procure that the other members of Contractor Group shall, provide Company with access to personnel and/or any facilities or premises at or from which the Contract is being performed in order to confirm compliance by Contractor with its obligations under this Clause 22. Contractor shall notify Company immediately in writing on: (a) becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to the Contract or its subject matter; or (b) becoming aware of or suspecting: (i) that any of the representations, warranties or undertakings set out in this Clause 22 are no longer accurate; or (ii) any failure to comply with any provision of this Clause 22. Contractor shall, and shall procure that the other members of Contractor Group shall, promptly take all such steps as may be necessary and/or requested by

Company to remedy the breach and/or to ensure minimum adverse effect on the Contract.

23. **Sanctions and Trade Controls:** Contractor shall, and shall procure that the other members of Contractor Group shall, comply with all applicable trade, economic and financial sanction laws, anti-boycott and export control laws, including those of the United States of America ("Sanctions and Trade Controls Laws") with respect to any goods, software or technology to be provided or any services to be performed under the Contract and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. With regard to Sanctions and Trade Controls Laws, Contractor shall be responsible for obtaining any required government authorizations, including applicable export licenses or exemption authorizations. Without prejudice to the generality of the foregoing provisions of this Clause 23, in connection with the Contract, Contractor shall avoid any dealings with any person listed or designated as a sanctioned person (or any person owned or controlled (as such terms are defined under any Sanctions and Trade Control Laws) by a person listed or designated as a sanctioned person) under any Sanctions and Trade Controls Laws (a "Designated Person"). Contractor shall notify Company immediately in writing upon: (a) commencement of any procedure through which any member of Contractor Group may become a Designated Person; or (b) any member of Contractor Group becoming a Designated Person. Upon commencement of any procedure through which any member of Contractor Group may become a Designated Person, Company shall be entitled at any time to suspend all or any part of the Work in accordance with the provisions of Clause 18. Following any member of Contractor Group becoming a Designated Person, Company shall be entitled at any time to suspend all or any part of the Work in accordance with the provisions of Clause 18 or terminate all or any part of the Work or the Contract for material breach. Company shall not be required to comply with any obligation under the Contract which would place any member of Company Group in breach of Sanctions and Trade Control Laws. **TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR SHALL BE RESPONSIBLE FOR, RELEASE, INDEMNIFY, DEFEND AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS IN RESPECT OF ANY FAILURE BY CONTRACTOR TO COMPLY WITH ITS OBLIGATIONS UNDER CLAUSE 22 AND THIS CLAUSE 23**.

24. **Confidentiality:** Contractor undertakes to keep confidential all details connected with the Contract and its negotiation, the existence and subject matter of the Contract itself and all information relating to Company Group, and not to publish or disclose such details or information to any third party without Company's prior consent.

25. **Liens, Charges and Encumbrances:** Contractor shall, and shall procure that all other members of Contractor Group shall, protect and hold all property of Company Group free from all liens, charges or other encumbrances in connection with the Contract. Contractor shall be responsible for, indemnify, defend and hold Company Group harmless from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of Contractor Group over the property of Company Group in connection with the Contract.

26. **Status of Company:** Without prejudice to Clause 27: (a) Contractor agrees to look only to Company for the due performance of the Contract and nothing contained in the Contract will impose any liability or obligation upon, or entitle Contractor to commence any proceedings against any Co-Venturers or any of Company's or Co-Venturers' Affiliates; and (b) Company is entitled to enforce the Contract on behalf of Co-Venturers as well as for itself (and for that purpose Company may commence proceedings in its own name to enforce all liabilities and obligations of Contractor and make any claim which any Co-Venturers may have against Contractor, if any).

27. **Third Party Rights:** The parties intend that no provision of the Contract shall by virtue of any Legislation, confer any benefit on, or be enforceable by any person who is not a party to the Contract. Notwithstanding the foregoing, the provisions of Clauses 9, 13, 15, 21, 23 and 24 are intended to be enforceable by an Indemnified Group Member, provided that the Contract may be rescinded or varied by the parties without notice to or the consent of any Indemnified Group Member even if, as a result, any Indemnified Group Member's right to enforce a term or condition of the Contract may be varied or extinguished. "Indemnified Group Member" means any member of Company Group (other than Company) or Contractor Group (other than Contractor).

28. **Notices:** Any notice to be given under the Contract shall be in writing and may be delivered by hand, by commercial courier or by email. Delivery by commercial courier shall be regarded as delivery by hand. Notices shall be sent to the address of the relevant party as set out in the Order. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; or (b) if transmitted by email, upon transmission by the sender, receipt confirmed, provided that if the time of such deemed receipt is not during normal hours of business in the time zone of the territory of the recipient, notice shall be deemed to have been received at 10:00am on the next working day in the territory of the recipient.

29. **Disputes:** Any dispute, difference, controversy or claim between the parties arising out of or in connection with the Contract or the Work, including any question regarding the existence or validity of the Contract or the termination of all or any part of the Work or the Contract (a "Dispute") shall be referred to and finally resolved by arbitration under the American Arbitration Association Rules, which Rules are deemed to be incorporated by reference into this Clause 29, in accordance with the following: (a) the number of arbitrators shall be one (1); (b) the seat, or legal place, of arbitration shall be Houston, Texas; (c) the language to be used in the arbitral proceedings shall be English; and (d) the proper law of this Clause 29 (the "Arbitration Agreement") shall be the governing law of the Contract, as per Clause 30, excluding any choice of law rules which would refer the interpretation of the Arbitration Agreement to the laws of another jurisdiction. Whilst a Dispute is continuing, Contractor shall, unless Company notifies Contractor otherwise, proceed with the performance of the Work and the parties shall continue to comply with the Contract.

30. **General:** (a) Entire Agreement**:** The Contract shall comprise the entire agreement and understanding between the parties in relation to its subject matter. All previous drafts, agreements, understandings, representations, warranties, promises and arrangements of any nature whatsoever between the parties, whether written or oral, relating to the Contract subject matter are superseded and extinguished, except insofar as they are repeated or otherwise reflected in the Contract. Each party acknowledges that, in entering into the Contract it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. The rights and remedies provided in the Contract are independent and cumulative and do not exclude any rights or remedies (express or implied) which are available as a matter of statute, common law or otherwise except to the extent such rights or remedies are expressly excluded in the Contract. (b) Waivers and Amendments: No failure or delay on the part of either party at any time to: (i) enforce or to require the performance of any of the terms and conditions of the Contract; or (ii) exercise any of its rights under the Contract, shall constitute a waiver of such terms and conditions or rights or affect or impair any of such terms and conditions or rights in any way, nor shall it preclude or restrict the right of either party at any time to exercise such remedies it may have for each and every breach of any of the terms and conditions of the Contract. No single or partial exercise of any right or remedy by either party provided under the Contract or by law shall preclude or restrict the further exercise of that or any other right or remedy by that party. No exercise by Company or its authorized representatives of any of its or their rights or obligations under the Contract, including any right of inspection, testing, witnessing, monitoring or examination, or the giving of any instruction by Company or its authorized representatives or the presence of or observation of the Work by Company or its authorized representatives or any payment made or caused to be made by Company under the Contract shall constitute any acceptance or approval of the Work or the Goods by Company or relieve Contractor from any of its liabilities or obligations under the Contract nor entitle Contractor to any adjustment of the Price and/or schedule nor to any additional payment.. The rejection of any part of the Work or the Goods shall not be construed as an approval or acceptance of any part thereof not so rejected. Without prejudice to Clause 18, no amendment to the Contract shall be valid unless it is recorded in an amendment in a format provided by Company and agreed by the parties. (c) Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 30(c) shall not affect the validity and enforceability of the rest of the Contract. If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and

enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. (d) Language: The Contract shall be interpreted and construed according to the English language. All written communications referred to in the Contract, together with all other data and documentation provided by Contractor in connection with the Contract, including documentation supporting or substantiating any invoices, shall be in the English language unless otherwise required by Legislation in which case Company may request a translation to be provided by Contractor. (e) Saving of Rights: The expiry of the Contract or the termination of all or any part of the Work or the Contract, howsoever occasioned, shall be without prejudice to the rights and remedies of the parties up to and including the date of such expiry or termination and shall not affect or prejudice any provisions of the Contract that are expressed or by their nature intended to come into effect on or continue in effect after such expiry or termination, including any exclusions or indemnities, warranties, obligations relating to tax and customs duties, successor contractor obligations, audit rights, record keeping obligations, intellectual property rights, obligations relating to business ethics and compliance with Legislation, confidentiality undertakings and governing law and disputes provisions, which shall continue as valid and enforceable obligations of the parties, provided that in the event of the termination of all or any part of the Work, unless Company notifies Contractor otherwise, the whole of the remaining provisions of the Contract shall remain in full force and effect. (f) Further Assurance: the parties shall at all times do all such further acts and execute and deliver such further deeds and documents as shall be reasonably required in order to perform and carry out the provisions of the Contract. (g) Independent Contractor: Contractor shall at all times be an independent contractor and as such shall control the Work and be responsible for the results. Nothing in the Contract is intended to or shall operate to create a mining or other partnership, joint venture, association or trust between the parties. Neither Contractor nor any person engaged or employed by Contractor, including Subcontractors, shall, other than as expressly authorized by Company in writing, either represent themselves as, or be deemed for any purpose to be, an employee, agent, or representative of Company Group or be authorized to commit Company to any binding legal obligation. Company shall not make any deductions from fees payable to Contractor, nor shall Company Group be in any way responsible to Contractor Group for any employment insurance, workers' compensation, or pension plan contributions, compliance with the Affordable Care Act, income tax or any other responsibilities or payments required by Legislation in respect of employees. All such amounts shall be the responsibility of Contractor Group and Contractor shall provide Company with proof of compliance with these requirements upon request. Contractor Group shall be solely responsible for ensuring that each Person associated with it complies with all immigration requirements and obtains all necessary Permits to enable performance of its obligations hereunder. (h) Governing Law: The Contract, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law principles that could require application of any other law, and the same shall govern any dispute, controversy or Claim arising from or relating to this Contract, including the existence, invalidity, performance, breach or termination hereof.