



The BHP Xplor Terms & Conditions govern applications submitted by you for the Xplor Program conducted by BHP Metals Exploration Pty Ltd (“**BHP**” and collectively with its Related Entities, the “**BHP Group**”). By submitting an application, you are acknowledging that you have read and that you agree to be bound by these terms and conditions.

Terms and Conditions

1. **Application.** This application (“**Application**”) is submitted by you for the purposes of applying for selection to participate in the Xplor Program conducted by BHP Metals Exploration Pty Ltd (“**BHP**” and collectively with its Related Entities, the “**BHP Group**”).
2. **Eligibility; Application Information.** At BHP’s request, you will provide proof of eligibility to participate in the Xplor Program, including with respect to identity, corporate organisation, age and other relevant documentation. The information contained in this Application together with any subsequent information you submit in relation to the Application is referred to as “**Application Information**.”
3. **Confidential & Personal Information.**
 - (a) You agree that:
 - (i) Application Information for the BHP Xplor program is being accepted via a website that is owned and operated by BrightIdea (“**Platform**”), and you acknowledge that Application Information submitted may be handled, collected and stored by BrightIdea (in accordance with the BHP Terms of Use and BHP Privacy Policy);
 - (ii) BHP will use the Application Information submitted to conduct a review of your Application;
 - (iii) You are submitting this Application for the purpose of being considered and evaluated as a Participant in the Xplor Program, and other opportunities for investment and collaboration within the BHP Group (“**Approved Purpose**”); and
 - (iv) BHP may contact you with promotional material relating to the Approved Purpose, which may include newsletters, and other forms of correspondence.
 - (b) To the extent that the Application Information is material non-public, confidential or proprietary information, and you label such Application Information accordingly, BHP agrees that it will not disclose such Application information so labelled outside of the BHP Group (other than to our advisors who are subject to confidentiality obligations) and will use it solely for the Approved Purpose.
 - (c) To the extent that any Application Information is personal information (including for the purposes of the Privacy Act 1988 (Cth)):
 - (i) relating to you, you consent to the disclosure and use of your personal information for the Approved Purpose and otherwise in accordance with BHP’s Privacy Policy and applicable law; and

- (ii) relating to someone else, you represent and warrant that you have obtained that person's consent to the disclosure and use by the BHP Group of their personal information for the Approved Purpose and otherwise in accordance with BHP's Privacy Policy and applicable law. You also agree to notify us immediately if you are advised that such other person has withdrawn their consent.
- (d) You acknowledge that some functions of the Platform used to collect the Application Information also rely on the use of third party providers, including BrightIdea, to host and process different types of content or data (and which may contain third party cookies). Information regarding the terms of use and cookies in third party embedded content will be available in the relevant third party terms of use, privacy policy or cookie policy, and with respect to BrightIdea can be located at <https://www.brightidea.com>.

4. Representations, Warranties and Undertakings.

By submitting this Application, you represent, warrant, covenant and agree that:

- (a) You have the full legal capacity, power and authority to submit this Application, and if you and your intended participants in the Xplor Program are individuals, that you and all of your intended participants are at least 18 years old at the time of registration (or at least the age of majority in your/their jurisdiction of residence), and that neither you nor any such intended participants are employees of the BHP Group.
- (b) Your proposed or existing business complies in all material respects with applicable laws.
- (c) Neither you nor your proposed or existing business is or has been in the past 3 years the subject of any actual or threatened litigation, claim, dispute, regulatory investigation, prosecution or conviction, which you have not disclosed in your Application.
- (d) The Application Information is true, complete and accurate to the best of your knowledge and you have and will maintain the right to disclose the Application Information to BHP for the Approved Purpose.
- (e) You are not submitting the Application on behalf of any third parties whom you have not disclosed in your Application.

5. Application Process; Further Information; Selection Process; Cancellation.

- (a) You may be requested to submit further Application Information in connection with your Application, including about your proposed business, including (where relevant) the business plan and exploration plan, corporate history and structure, funding and capitalization table, financial details, technologies, data, management team, other relevant services and capabilities (as applicable), to enable BHP to evaluate your Application. All such further Application Information will be subject to these terms and conditions.
- (b) You agree that:
 - (i) BHP has no obligation to respond to your Application and/or progress discussions with you;

- (ii) BHP makes no commitment to you or your intended participants for acceptance or participation in the Xplor Program;
- (iii) BHP will select applicants to participate in the Xplor Program in its sole discretion and may disqualify an applicant at any time without being obligated to provide reasons; You may request reasons for disqualification but BHP is not obliged to respond;
- (iv) BHP may at any time decide to cancel, modify or suspend the Xplor Program in its sole discretion;
- (v) any decision of BHP in respect of your Application and the Xplor Program is final and you shall have no claim against any member of the BHP Group in respect of any such decision; and
- (vi) you are responsible for any and all costs and expenses you or your intended participants incur in connection with this Application and your participation in the selection process.

6. **Data; Intellectual Property Rights.**

- (a) Rights in G&G Data. If, during the application process, you provide BHP with any G&G Data (as defined below), you hereby grant to the BHP Group a license (or sublicense, as applicable) to use the G&G Data, in connection with the Approved Purpose (including as contemplated in subsection (b) below). To the extent that any such G&G Data was obtained or received by you under license from a third party, you represent and warrant that:
 - (i) you have obtained all rights necessary to provide such G&G Data to BHP and to grant the license thereto provided in this Section 6; and
 - (ii) in any event, neither your providing BHP with such G&G Data nor a member of the BHP Group using that data shall result in the infringement or other violation of the rights of any third party license by you and/or a member of the BHP Group.

You will, when submitting your Application, notify BHP of any limitations, restrictions, or requirements that arise out of the subject license and to which BHP will be subject in connection with its use thereof, and provide BHP with the relevant documents upon request.

- (b) Intellectual Property Rights in Derivatives. In connection with the Approved Purpose, as contemplated in subsection (a) above, BHP may upload the primary G&G Data you provide into its geological databases and/or other analysis software or platforms (or any successor database or software), which will analyse and process such data (the derivatives of any such analysis or processing, “**Derivatives**”). BHP shall own all right, title, and interest in all intellectual property rights in the Derivatives, including any improvements to its internal database and software resulting from processing the G&G Data, but excluding the G&G Data itself other than historical artefacts retained in the database as a result of processing the G&G Data.

7. **Announcements and Publicity.**

- (a) BHP consents to you disclosing that you have applied for selection to participate in the Xplor

Program. You agree that you will not and will ensure that your intended participants, Affiliates and Related Entities do not disclose to any other person (other than to advisors or other third parties who are subject to confidentiality obligations and need to know in order for you to perform your obligations and give the representations and warranties in this Application) any other information concerning this Application, including any discussions with BHP in relation to the Application or the Xplor Program, the Application and selection process, or the outcome of the Application without the prior written consent of BHP ("**Program Information**").

- (b) If you are required by law or by a governmental authority (including a stock exchange on which your securities or those of a Related Entity are listed) to disclose or to make a public announcement in relation to any Program Information you must to the extent reasonably practicable and permitted by applicable law provide BHP with prior notice and details of the proposed disclosure or announcement to allow BHP a reasonable opportunity to seek a protective order or amendments to the proposed announcement, as the case may be.
- (c) You consent to the BHP Group disclosing that you have applied for selection to participate in the Xplor Program, and you consent to BHP using and disclosing Program Information (excluding any Application Information which you have labelled confidential, unless BHP is required by law or by a governmental authority to disclose) for or in connection with BHP's public communications concerning the Xplor Program.
- (d) Except where otherwise prohibited by applicable law, you consent to BHP's and the BHP Group's photographing, videotaping and otherwise recording footage of you in relation to your possible participation in the Xplor Program or at Xplor Program related events (collectively, "**Footage**"), and agree that the BHP Group will have the right but not the obligation to use, edit, copy, publish and exploit such Footage and all elements embodied therein, in whole or in part in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, publicity, promotional, trade, and other purposes in relation to the Xplor Program without further notification, permission, or consideration. To the extent that any person, third party or contractor attends an Xplor Program event on your behalf, you agree to first obtain consent from that person, third party or contractor (as applicable) and ensure that they have first read and understood this section 7(d).

8. **Governing Law and Disputes; Waiver.** These terms and conditions are governed by the laws of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising out of or in connection with these terms and conditions, this contract or its subject matter or formation (including non-contractual disputes). To the extent that there is any inconsistency between these terms and conditions and the Xplor application form or any Xplor Program-related marketing or similar materials, including but not limited to social media, website content, and television, print, or online advertising, these terms and conditions shall prevail. Failure by BHP to enforce any of these terms and conditions will not constitute a waiver of that or any other provision.
9. **Relationship to BHP.** You acknowledge that nothing in these terms and conditions will constitute an employment, joint venture, or partnership relationship between you and BHP. In no way are you to be construed as the agent or to be acting as the agent of BHP in any respect, and vice versa.
10. **Limits on Liability.** The provision by you of the Application Information, including any personal information, the G&G Data and any other information and data as part of the application process is done at your own risk. To the fullest extent permitted by applicable law, under no circumstance will the BHP Group be liable to you for any losses, liabilities, damages, costs or expenses (including

finances and penalties) which you may suffer in connection with any breach relating to such Application Information, howsoever caused and on any theory of liability, including negligence or any act or omission by BrightIdea (whether in connection with the Application Information, use of the Platform or otherwise).

11. Defined Terms.

In these terms and conditions (unless the context otherwise requires):

“**Affiliate**” means, with respect to any specified person, including any individual or entity (“**Person**”), any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person.

“**BHP Privacy Policy**” means, the privacy policy located at <https://www.bhp.com/privacy-policy>, as updated from time to time.

“**BHP Terms of Use**” means the terms of use located at <https://www.bhp.com/terms-of-use>, as updated from time to time.

“**BrightIdea**” means, BrightIdea Incorporated, having its principal address at 25 Pacific Avenue, San Francisco, CA, 94111.

“**G&G Data**” means geological and geophysical (including but not limited to geochemical analysis, outcrop mapping/sampling, core and well data, gravity/magnetic and hyperspectral), or seismic data or records, whether or not proprietary and any related interpretive data, that is disclosed by you in or in connection with the Application or the matters contemplated by these terms and conditions.

“**Related Entity**” means, in relation to a party or other entity, an entity which is:

- (a) a controlling company;
- (b) a controlled company; or
- (c) a controlled company of a controlling company,

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

- (d) it owns either directly or indirectly, or is otherwise in a position to cast or control the casting of, not less than 50% of the voting rights of that other body corporate; or
- (e) it either directly or indirectly controls the composition of, or has the right to appoint or remove, a majority of the members of the board of directors or other governing body of that other body corporate, or otherwise has the right to exercise a dominant influence over or otherwise control that other body corporate (by virtue of its constitution or otherwise),

and “**controlled**” and “**controlling**” will be construed accordingly.