PURCHASE ORDER TERMS AND CONDITIONS (OTHER)

1. DEFINITIONS

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

Advance Payment means any payment made by the Company to the Contractor in connection with this Contract, prior to the Contractor issuing an Invoice.

Affected Obligations means the obligations of an Affected Party the performance of which are prevented by a Force Majeure Event.

Affected Party means the Party affected by a Force Majeure Event.

AI Functionality means any functionality, component, tool or feature of the Software or the Cloud Services that is licensed to the Company under this Contract that incorporates, uses, depends on, or employs an AI System.

AI System means a machine-based system that can, for a given set of human-defined objectives, make forecasts, predictions (including generating content), recommendations, or decisions influencing real or virtual environments.

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

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

(a) the United States Foreign Corrupt Practices Act;

(b) the United Kingdom Bribery Act 2010;

(c) the Australian Criminal Code 1995 (Cth); and

(d) the Criminal Finance Act 2017.

Applicable Modern Slavery Laws means any Laws directed to criminalising, regulating or preventing Modern Slavery which are applicable to the Contractor, the Company or the subject matter of this Purchase Order, including without prejudice to the generality of the foregoing the Australian *Modern Slavery Act 2018* (Cth) and the UK *Modern Slavery Act 2015*.

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

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

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

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

Cloud Services means any cloud services to be provided under this Purchase Order, as specified as such in a Purchase Order.

Code of Conduct is the policy developed by BHP referred to in clause 21.

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

Company Data means any information or data provided by the Company to the Contractor or which relates to the Company or its (or its Related Entities') business including its (or their) operations, facilities, Personnel, assets, products, sales and transactions, in whatever form the information or data exists, and includes any:

(a) information or data generated or developed through the use or operation of any equipment, software, or AI System or otherwise in connection with the delivery of Supplies;

(b) data accessed by any person through the provision of the Services, the Software, the Cloud Services or Support Services

(c) data created, generated or derived by any person through the Use of, or access to, the Software or the Cloud Services;

(d) database in which data or information is contained;

(e) documentation or records related to data or information;

(f) products resulting from the use or manipulation of data or information; and

(g) copies of any of the above.

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

(a) the Company;

(b) the Company's Related Entities;

(c) the Company's separate contractors;

(d) the Company's co-venturers, co-owners, partners, joint venturers, co-lessees, co-working interest owners, farmors, and farmees, and their respective Related Entities; and

(e) the agents, representatives, directors, officers, assigns, managers, members, shareholders, owners, and employees of all of the foregoing.

Company Personal Information means all Company Data that is Personal Information.

Confidential Information means:

(a) the terms of this Purchase Order;

(b) all information (in any form) relating to the Company or the Company Group made available to the Contractor at any time in connection with this Purchase Order;

(c) any information that concerns the business, operations, finances, plans, Personnel or customers of the Company or the Company Group, which is disclosed to, or acquired by, the Contractor (including any information that is derived from such information); and

(d) includes the Company Data,

but does not include information which:

(e) is or becomes public knowledge other than by a breach of this Purchase Order; or

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

Consequential Loss means loss of production, loss of profit or anticipated profit, or loss of opportunities.

Consumption Tax means value-added tax, goods and services tax or any tax analogous thereto, but excludes any statutory late payment interest or penalties except where the replacement clause applies pursuant to clause 6.9, in which case **Consumption Tax** means value-added tax, goods & services tax, sales tax, use tax, or any tax analogous thereto, but excludes any statutory late payment interest or penalties.

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

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

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

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

Defects Correction Period means:

(a) in respect of Goods, 24 months from the date of delivery of the Goods;

(b) in respect of Software, 12 months from the date of installation of the Software;

(c) in respect of Services, 12 months from the date on which a Service is last performed; and

(d) in respect if the Cloud Services, the Subscription Term.

as adjusted in accordance with this Purchase Order.

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

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

Develop, in connection with a thing, includes to alter, customise, modify or create derivative works based on that thing.

Disabling Code means any computer virus or other code which is intended to or would have the effect of intercepting, accessing, copying, disrupting, impairing, denying or otherwise adversely affecting security, performance, integrity, reliability, access to or use of any information technology, data or telecommunications system, equipment or network, including worms, spyware, adware, keyloggers, trojans and any new types of programmed threats that may be classified.

Documentation means all documentation reasonably necessary to effectively Use the Software or the Cloud Services (as applicable), including the documentation specified in the Purchase Order and any amendments or updates to the documentation provided by the Contractor.

Existing Infrastructure means existing plant, services or improvements, if any, located within or in the vicinity of the Site, including any buildings and infrastructure providing any power, water and other necessary consumables for the Services, to which the Services will be interconnected.

Fixed Term Licence means a Software licence granted under clause 38 on a fixed term basis, as set out in the Purchase Order.

Force Majeure Event means:

(a) industrial disputes of general application which are not particular to the affected Party or its Personnel and which are not limited to the Site;

(b) cyclone, hurricane, flood, fire or earthquake; or

(c) war, revolution, embargo, riot, act of terrorism, or civil disturbance;

provided that the event or circumstance:

(d) is beyond the control of the Party affected by that event or circumstance;

(e) prevents the performance by the Affected Party of any of its obligations under this Contract; and

(f) cannot be prevented, overcome or remedied by the exercise by the Affected Party of a reasonable standard of care and diligence or the expenditure of a reasonable sum of money.

Good Industry Practice means that degree of skill, care, prudence, foresight and practice which would ordinarily be expected of an expert, skilled, experienced and leading supplier of services of the same or a similar nature to the Services or the Cloud Services (as applicable).

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

Government Official means any:

(a) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity, wholly or partially-owned government entity, or public international organisation;

(b) political party, party official or candidate;

(c) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or

(d) individual who holds themselves out to be the authorised intermediary of any person specified in paragraphs (a), (b) or (c) above.

GST means goods and services tax applicable on any transaction under the GST Law and includes goods and services tax compensation cess.

GST Law means the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax Act, 2017, Goods and Services Tax Compensation Cess Act, 2017, any State Goods and Services Tax Acts, and any associated ordinance, regulations or rules as may be introduced and amended from time-to-time.

High-Risk AI System means an AI System that is:

(a) designated as high-risk under applicable Laws or regulations that may apply from time-to-time, including any relevant guidance or codes of practice issued by an Authority; or

(b) which is otherwise designated by the Company as a high-risk AI System from time-to-time.

High-Risk Service means any activity or Service which, when performed by the Contractor, would:

(a) involve the processing of an individual's financial information or sensitive Personal Information (including information about a person's health, race, ethnicity, religion, sexuality, political views, trade union membership, government identification numbers or documents, biometric data, or criminal record);

(b) make or support decisions that have a legal or similarly significant effect on individuals, including decisions relating to an individual's employment, insurance, access to essential services, or exercise of fundamental rights;

(c) involve monitoring of individuals or groups or their activities;

(d) involve automation of, or otherwise relate to the Company's Sarbanes Oxley (SOX) controls;

(e) perform tasks that may have a direct impact on the health, safety or well-being of individuals or groups;

(f) perform tasks or make or support decisions that may have a direct impact on Company production or operations; or

(g) be designated as high-risk under applicable Laws or regulations that may apply from time-to-time, including any relevant guidance or codes of practice issued by an Authority,

or which is otherwise designated by the Company as a high-risk service from time-to-time.

Indemnified Person(s) means the Company, its Related Entities and their respective representatives, officers, shareholders and Personnel.

Infringement Claim means a claim by a third party that the Intellectual Property Rights, Moral Rights and any other rights of any person are or will be infringed by:

(a) the assignment or grant of any licence of any Intellectual Property Rights under this Purchase Order; or

(b) the Use or Development of the Software and Documentation in accordance with this Purchase Order.

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

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

(a) all rights in all applications to register these rights; and

(b) all renewals and extensions of these rights.

Interest Rate means the monthly corporate overdraft interest rate (or where that rate is not available, a similar rate chosen by the Company) quoted by the Commonwealth Bank of Australia for amounts comparable to the amount in question.

Invoice means an invoice submitted by the Contractor in accordance with clause 5 containing all particulars prescribed under the applicable Law including, for the purposes of Error! Reference source not found.Error! Reference source not found.Schedule 1, the tax invoice requirements of the GST Law or a recipient created tax invoice generated by the Company which meets all of the requirements of a valid invoice for Consumption Tax purposes in the Jurisdiction.

Jurisdiction means the jurisdiction where the Site is located.

Law means:

(a) all legislation including regulations, bylaws, orders and other subordinate legislation;

(b) other than in circumstances where the Site is located in a civil law jurisdiction, common law; and

(c) any licence, permit, consent, authorisation, registration, filing, agreement, notice, notarisation, approval, determination, certificate, ruling, exemption from any Authority or under any Law which must be obtained or satisfied and includes any condition or requirement under the foregoing.

Licence Term means the term of the Fixed Term Licence granted under clause 38, for the Software, as set out in the Purchase Order.

Loss means loss, damage, liability, charge, expense, outgoing or cost (including all reasonable legal and other professional costs) of any nature or kind.

Minimum Requirements for Suppliers are the Company's minimum health, safety, environment, community and business conduct requirements for its suppliers, as published by the Company from time to time on the Company's website: https://www.bhp.com/suppliers/become-a-supplier.

Modern Slavery means serious exploitation of individuals for commercial or personal gain. This includes trafficking in persons; slavery; servitude; forced marriage; forced labour; debt

bondage; deceptive recruiting for labour or services; and the worst forms of child labour, as defined in Applicable Modern Slavery Laws or relevant international standards from time to time. The worst forms of child labour means situations where children (ie, persons under the age of 18) are subjected to slavery or similar practices, or engaged in hazardous work.

Moral Rights means:

(a) any moral rights arising under the *Copyright Act 1968* (Cth);

(b) any rights described in Article 6b is of the *Berne Convention for the Projection of Literary and Artistic Works 1886* (as amended or revised from time to time), being 'droit moral'; and

(c) any other similar rights arising under any other Law in Australia or anywhere else in the world at any time.

Party means the Company or the Contractor, and **Parties** means both of them.

Payment Period means the number of days specified in the relevant Purchase Order under "Payment Terms" after:

(a) the date on which the relevant Invoice is generated (in the case of a recipient created tax invoice); or

(b) the date on which the relevant Invoice is submitted by the Contractor (in all other cases),

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

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

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

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

Project IP means all Intellectual Property (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of this Purchase Order and, for clarity, excludes the Software and the Cloud Services.

Project Technical Material means all Technical Material which is:

(a) created or prepared, or required to be created or prepared, by or on behalf of the Contractor under this Purchase Order, including outputs generated by an AI System that is used to provide the Supplies

(b) delivered, or required to be delivered, by or on behalf of the Contractor to the Company under this Purchase Order; or

(c) incorporated into Technical Material described in paragraph (a) or (b).

Purchase Order means a document entitled "Purchase Order" which is issued by the Company to the Contractor to order any Supplies. A Purchase Order incorporates the

Purchase Order Terms and Conditions and any other document which is attached to, or incorporated by reference in, the Purchase Order or Purchase Order Terms and Conditions.

Purchase Order Terms and Conditions means these terms and conditions.

Related Entities means, in relation to a Party or other entity, a body corporate which is:

(a) a controlling company;

(b) a controlled company; or

(c) a controlled company of a controlling company,

of that Party or other entity.

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 shares entitled to vote at general meetings of that other body corporate; or

(e) it controls the composition of a majority of the board of that other body corporate,

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

Sanctioned Country or Territory means any country or territory against which comprehensive sanctions are imposed, administered or enforced under any Applicable Trade Controls Laws. As at the date of this Purchase Order, Sanctioned Country or Territory includes, for example, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine.

Sanctioned Party means:

(a) any person, vessel or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated on an affirmative list of sanctions targets such as the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, Australia's Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions;

(b) a government of, government agency of, an entity that is owned or controlled by the government of, or an entity organised under the laws of or that is located in or a resident of a Sanctioned Country or Territory; and

(c) any entity 50% or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or entities.

Security Incident means any actual or potential accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised third party access to or disclosure of Company Data.

Service Levels means the service levels set out in the Purchase Order.

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

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

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

Software means the software to be licensed to the Company as specified in the Purchase Order, including any Update provided by the Contractor as part of the Support Services.

Source Code means:

(a) computer programs expressed in a source language or form which can be interpreted or compiled and then executed by a computer as commands; and

(b) all documentation and tools reasonably required to enable a person having commercially available computer programming skills to read, understand and modify those computer programs.

Specifications means the specifications for the Software or Cloud Services (as applicable) set out in or referred to in the Purchase Order.

Subscription Term means the term for provision of the Cloud Services as set out in the relevant Purchase Order.

Supplies means the:

(a) supply of the Goods;

(b) performance of the Services;

(c) supply of the Software licence; and/or

(d) supply of the Cloud Services or Cloud Services licence,

as applicable.

Support Services means the support services provided by the Contractor in connection with the Software or the Cloud Services (as applicable), as described in Appendix C or Appendix D (as applicable) and any relevant Purchase Order.

Tariff Concession means a tariff, customs, excise or importation concession, or any concession analogous thereto.

Tax:

(a) includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,

(b) does not include Consumption Tax.

Technical Material means the models, software (including source code and object code versions), information, design concepts, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, diagrams, charts, specifications, records,

concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means.

Update means any improvement to, or an extension of, the existing functionality or performance of the Software or Cloud Services (as the case may be).

Use includes receiving, using, installing, adapting, modifying, operating, exercising, maintaining, managing, testing, copying and supporting.

Wilful Misconduct means any act or omission which was deliberate and wrongful, or involved reckless disregard or wanton indifference to the harmful consequences.

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

2. APPLICATION OF TERMS

2.1 **If the Purchase Order provides for the:**

(a) provision of Goods to the Company, the terms and conditions set out in Appendix A shall form part of the Purchase Order Terms and Conditions;

(b) provision of Services to the Company, the terms and conditions set out in Appendix B shall form part of the Purchase Order Terms and Conditions; or

(c) licensing of Software to the Company, the terms and conditions set out in Appendix C and Schedule 3 shall form part of the Purchase Order Terms and Conditions; or

(d) provision of Cloud Services to the Company, the terms and conditions set out in Appendix D and Schedule 3 shall form part of the Purchase Order Terms and Conditions,

and if this Purchase Order is for any combination of Supplies, each relevant Appendix and Schedule shall apply. The terms of the appendices take precedence over these Purchase Order Terms and Conditions to the extent of any inconsistency.

2.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Company in respect of the Supplies (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).

2.3 Where this Purchase Order relates to Supplies the subject of a contract between the Contractor and the Company, the terms of that contract apply to the exclusion of these Purchase Order Terms and Conditions.

2.4 The Contractor agrees this Purchase Order does not prevent the Company from entering into arrangements or agreements with third parties for the purchase of any goods, software or services which are the same as or similar to the Supplies.

3. SUPPLY AND PERFORMANCE OF THE SUPPLIES

3.1 In consideration of payment of the Price by the Company, the Contractor must supply the Supplies to the Company in accordance with, and as specified in, this Purchase Order (which includes these Purchase Order Terms and Conditions).

3.2 The Contractor and the Company acknowledge that the health and safety of all persons affected by the performance of the Purchase Order is at all times the paramount consideration in the undertaking and completion of the supply or performance of the Supplies.

3.3 The Contractor must, in supplying and performing the Supplies:

(a) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with all applicable Laws;

(b) obtain, at the Contractor's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under this Purchase Order; and

(c) on request by the Company, provide to the Company and its Personnel any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Contractor's obligations under this Purchase Order.

4. PRICE

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

4.2 Unless this Purchase Order expressly provides otherwise, the Price is:

(a) inclusive of all charges including insurance, premiums and costs, leave entitlements, freight, packaging, packing and delivery costs and Taxes;

(b) inclusive of the cost of any miscellaneous services of a kind which are commonly provided with the supply or performance of goods, services or software of the same or a similar nature to the Supplies and any miscellaneous items of a kind which are commonly used or supplied in conjunction with goods, services or software of the same or a similar nature to the Supplies; and

(c) not subject to rise and fall, escalation or review.

5. INVOICING AND PAYMENT

5.1 The Contractor is not entitled to submit, and the Company is not obliged to pay any amount in respect of, a Contractor Reference Document or any Invoice unless the Contractor has:

(a) effected the insurance required by clause 17 and when required, provided evidence of this to the Company in accordance with clause 17.4; and

(b) complied with its obligations under clause 34.

5.2 On delivery of the Goods, installation of the Software, completion of the Services, or grant of access to Cloud Services, or such other time as may be specified in the Purchase Order the Contractor must provide to the Company:

(a) where the Parties have agreed to recipient created tax invoices, a Contractor Reference Document; or

(b) if the Company directs, an Invoice which meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction,

which must comply with clause 5.3.

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

(a) be provided using an electronic invoicing system if the Company directs;

(b) refer to the Purchase Order including the line item numbers on the Purchase Order and the Purchase Order number (if any);

(c) include a detailed description of the delivered Goods, installed Software, licensed Cloud Services, or Services completed, including the date of delivery, installation or completion in respect of which the Contractor Reference Document or Invoice relates and the relevant quantity;

(d) include an individual reference number for the Company to quote with remittance of payment;

(e) detail the Price relating to the relevant Supplies, broken down to reflect the same Price components on the relevant Purchase Order;

(f) set out the amount of any applicable Consumption Tax;

(g) state the Company operation and Site; and

(h) state the Company contact name.

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

5.5 If any Contractor Reference Document or Invoice does not contain the information required by clause 5.3 the Company may at its option complete any missing information or return it to the Contractor, in which case the Contractor must submit a replacement compliant Contractor Reference Document or compliant Invoice.

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

5.7 Subject to clause 5.8 and clause 5.9, the Company must pay all Invoices in the payment run that occurs immediately following the expiry of the Payment Period, except where the Company is required by Law to pay within a shorter time frame, in which case the Company must pay within that time frame.

5.8 If the Company reasonably disputes any Invoice or Contractor Reference Document:

(a) to the extent permitted by Law, the Company may withhold payment of the disputed part of the relevant Invoice or Contractor Reference Document pending resolution of the dispute; and

(b) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of the dispute, plus simple interest accruing daily at the Interest Rate on the amount withheld, from the date which is 30 days after the due date for payment under clause 5.7 for such withheld amount. The Contractor agrees that payment of interest under this clause 5.8(b) will be full compensation for the Contractor's loss due to non-payment and, subject to clause 9.3(a) is the Contractor's sole remedy for late payment.

5.9 The Company may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay the Company, including costs, charges,

damages and expenses and any debts owed by the Contractor to the Company in relation to or in connection with this Purchase Order, any other contract or agreement between the Company and the Contractor (including any other Purchase Order between the Company and the Contractor), or the Supplies. This does not limit the Company's right to recover those amounts in other ways.

5.10 Any money payable under this Purchase Order is to be paid by electronic funds transfer to the Contractor's nominated bank account or by such other means as the Parties agree.

5.11 A payment made pursuant to this Purchase Order will not be taken or construed as proof or admission that the Goods, Software or ServicesSupplies supplied or performed, or any part of the Goods, Software or ServicesSupplies supplied or performed, were to the satisfaction of the Company but will only be taken to be payment on account.

5.12 The Parties agree that the Company takes no responsibility to ascertain whether or not any payment made under this Contract has been received by the Contractor.

5.13 The Company shall not be liable for any payment made by the Company but not received by the Contractor as a result of any actual or potential accidental, unauthorised or unlawful destruction, loss, alteration or unauthorised third party use of, access to or control of a computer, computer system, data, information or electronic communications network used or managed by, or on behalf of, the Contractor or the Contractor's financial institution.

6. TAXES

6.1 Except where otherwise provided by Law, the Contractor must pay all Taxes to the relevant Authority. If the Contractor pays any Taxes on behalf of the Company, the Contractor must provide the Company with documentary evidence of the payment of those Taxes.

6.2 Where the Company reasonably believes in good faith that it is required by Law to withhold or deduct any Withholding Amount from any payment due to the Contractor, the Contractor:

(a) authorises the Company to withhold or deduct the Withholding Amount; and

(b) acknowledges and agrees that when the Company pays the Withholding Amount to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Contractor. For the avoidance of doubt, the Company shall not be under any obligations to make payments of additional amounts (or "gross up") in respect of Tax it has withheld or deducted from any payment to the Contractor,

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

6.3 Where a relevant Authority requires the Company to pay to it a Withholding Amount that exceeds the amount that was withheld or deducted under clause 6.2, the Company may provide the Contractor with proof from the relevant Authority that payment is required, request the Contractor to pay and the Contractor:

(a) must pay the excess amount to the Company; and

(b) acknowledges and agrees that when the Company pays the Withholding Amount referred to in clause 6.3(a) to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Contractor. For the avoidance of doubt, the Company shall not be under any obligations to make payments of additional amounts (or "gross up") in respect of Tax it has withheld or deducted from any payment to the Contractor or an amount referred to in this clause 6.3(b),

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

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

(a) if a Tariff Concession is available to the Company, the Contractor must supply all documentation and do all that is reasonably necessary to assist the Company to obtain the Tariff Concession in respect of those Goods;

(b) if a Tariff Concession is available to the Contractor, the Contractor must take all reasonable steps to obtain the Tariff Concession in respect of those Goods; and

(c) the Company will be entitled to the sole and full benefit of any Tariff Concession granted in respect of those Goods under clause 6.4(a) or (b).

6.5 All amounts, consideration, supplies and transactions referred to in, or made under or in connection with, this Purchase Order are exclusive of Consumption Tax, unless expressly indicated otherwise.

6.6 The Consumption Tax treatment of a taxable supply or taxable transaction made by a Party (the supplier) to another Party (the recipient) under or in connection with this Purchase Order will be determined pursuant to the Consumption Tax Laws applicable in the jurisdiction where the taxable supply or taxable transaction for Consumption Tax purposes is deemed to take place. If Consumption Tax is payable by the supplier, the recipient will pay to the supplier an amount equal to the Consumption Tax at the rate applicable from time to time provided that such amount will only be required to be paid:

(a) once the supplier provides the recipient with a valid Invoice (or if applicable, upon the creation of a valid recipient created tax invoice) for Consumption Tax (applicable in the jurisdiction) in relation to that amount; and

(b) if the Company is the recipient, where the Company is entitled to claim a refund or credit for that amount under the applicable Consumption Tax Law.

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

6.8 If:

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

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

6.9 If there is any purchase or receipt of either or all of any goods, software or services Supplies made under, or in connection with, this Purchase Order in a State of the United States of

America, then the above clauses 6.6, 6.7 and 6.8 will not apply in respect of such and the following replacement clause will apply instead:

> "As allowed by law, the Contractor may collect Consumption Taxes imposed by law on the Company's payment of the Price, provided that the Contractor includes a charge for such Consumption Taxes as a line item on the related invoice. The Contractor shall not collect Consumption Taxes to the extent that the Company provides documentation that the payment is for Supplies that are not subject to Consumption Taxes or that it is entitled to an exemption. The Parties shall cooperate in minimizing Consumption Taxes under this Purchase Order. The Contractor agrees to remit and report Consumption Taxes collected from the Company to the appropriate Authority. The Contractor shall be solely responsible for all penalty, interest, and additions to tax resulting from its failure to properly and timely collect and remit Consumption Taxes and shall indemnify and hold the Company harmless for any such penalty, interest, and additions to tax imposed on the Company."

6.10 If the Jurisdiction is India, or where the Jurisdiction is not India but there is a taxable supply in India, as defined under the GST Law, then Clauses 6.5 to 6.8 above will not apply and the terms set out in Schedule 1 to this Purchase Order will apply.

7. PERSONNEL

7.1 The Company may require the removal from the Site of any Contractor's Personnel who, in the Company's opinion:

(a) do not have the competence, qualifications or experience necessary for the Services under Contract assigned to that person;

(b) may be unsuitable; or

(c) have breached the Site Standards and Procedures.

7.2 The Contractor must promptly remove such Personnel identified pursuant to clause 7.1 and find replacements at the Contractor's cost.

8. ACCEPTANCE AND CHANGE OF A PURCHASE ORDER

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

9. ENDING THIS PURCHASE ORDER

9.1 The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, end this Purchase Order at any time by giving written notice to the Contractor.

9.2 The Company may immediately end this Purchase Order by notice in writing to the Contractor:

(a) if the Contractor does not carry out (in whole or in part) a material obligation at the time and in the manner required under this Purchase Order and either:

(i) the Company, acting reasonably, does not believe the breach of the material obligation is capable of remedy; or

(ii) the Company has provided a notice of default and the Contractor fails to remedy that default within the time specified in the notice of default; or

(b) if the Contractor is insolvent; or

(c) if the Company ends any other Purchase Order between the Company and the Contractor, provided it is no more than 30 days since the other Purchase Order was ended.

9.3 The Contractor may immediately end this Purchase Order by notice in writing to the Company:

(a) if the Company fails to make a payment due to the Contractor under the Purchase Order and in respect of which there is no bona fide dispute as to the Company's liability to make the payment and the Contractor has provided a notice of default and the Company fails to remedy the non-payment within the time specified in the notice of default;

(b) if the Company is insolvent.

9.4 If the Company terminates this Purchase Order pursuant to clause 9.2, then the Company is entitled to recover from the Contractor any costs, losses, damages and liabilities incurred or suffered by it or its Related Entities as a result of, or arising out of, or in any way in connection with, the termination or any preceding breach.

9.5 Except as set out in this clause 9, and clauses 31, 36 and 43 (as applicable) the Contractor will not be entitled to make, and the Company will not be liable for, any further claim, including for any loss caused by the termination of the Purchase Order.

9.6 The consequences of termination in respect of Supplies are set out in the relevant Appendix.

10. CONFIDENTIAL INFORMATION AND PUBLICITY

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

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

(a) use Confidential Information other than as necessary for the purposes of fulfilling the Contractor's obligations under this Purchase Order; or

(b) disclose the Confidential Information, other than:

(i) to the Contractor's Personnel who need the information to enable the Contractor to perform this Purchase Order;

(ii) to the Contractor's legal advisors, accountants or auditors; or

(iii) where disclosure is required by Law (including disclosure to any stock exchange).

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

10.4 Where the Contractor is a natural person, nothing in this clause prohibits, or requires approval for, the reporting of violations of Law to a governmental entity where permitted by applicable Laws. This provision is not intended to waive any applicable legal privilege or to affect the Parties' rights and obligations under clause 12.

10.5 The rights and obligations under this clause 10 continue after the termination of this Purchase Order.

11. ARTIFICIAL INTELLIGENCE

AI Restrictions

11.1 The Contractor must not, and must ensure that its Subcontractors do not, without the Company's prior written consent (such consent is not to be unreasonably withheld):

(a) upload or disclose any Confidential Information to any AI System where the AI System or use of it would permit the supplier of the AI System or any other third party to use or disclose Confidential Information for their own purposes, including for the purposes of improving the AI System or any other product or service, or where the AI System may learn or improve from use of that Confidential Information;

(b) use a High-Risk AI System to perform and supply the Supplies;

(c) use an AI System in the performance of a High-Risk Service; or

(d) use any Confidential Information to train, validate, update, modify, fine-tune, or otherwise improve any AI System, unless expressly specified as part of the Supplies

Safe policies, practices and processes

11.2 If the Contractor uses an AI System in connection with the performance and supply of the Supplies, the Contractor must implement and maintain appropriate policies, practices and processes to:

(a) ensure that the use of any AI System is reliable and has a level of explainability that is appropriate to the impact of the output on the Supplies;

(b) ensure that it and the Contractor's Personnel, Related Entities and Subcontractors comply with this clause 11; and

(c) identify, prevent, mitigate and account for the risks and potential harms from the use of any AI System in the Contractor's operations and broader supply chains.

Right to use AI Systems

11.3 The Contractor is responsible for obtaining all necessary rights, licences, and permissions for the use of any AI System and any third-party materials used in connection with any AI System.

Human oversight

11.4 The Contractor must ensure that:

(a) any outputs generated by an AI System which are to be relied upon to perform and supply the Supplies are subject to human review appropriate to the impact of the output on the Supplies before they are relied upon; and

(b) it implements and maintains a level of human oversight over the operation of each AI System that is appropriate to the potential impact of that AI System on the Supplies.

Contractor responsibility

11.5 Notwithstanding whether consent from the Company is required or not under clause 11.1, or where required, is granted, the Contractor's liability and obligations under this Purchase Order are not lessened or otherwise affected by its use of AI Systems.

Transparency and explainability

11.6 Without limiting the Contractor's obligations in clauses 3.3(c) and 23, the Contractor must at the Company's request provide the Company with clear and accurate information about the AI Systems it uses, and the manner and extent to which AI Systems are used in connection with the Supplies or processing of Confidential Information.

Notification

11.7 The Contractor must notify the Company immediately upon becoming aware of any actual or potential breach of this clause 11, or where the use of an AI System by the Contractor has contributed to a breach of clause 3.3, and take reasonable steps to mitigate the impacts of such breach on the Company and the Supplies.

12. INTELLECTUAL PROPERTY

12.1 Subject to the terms and conditions of this clause 12 the Contractor's Background IP remains vested in the Contractor and the Company's Background IP remains vested in the Company.

12.2 The Contractor:

(a) grants the Company a worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable licence to Use the Contractor's Background IP (including the right to assign and sub-license the Contractor's Background IP), to the extent necessary to Use the Supplies and the Project IP; and

(b) assigns to the Company all Project IP upon the creation of that Project IP.

12.3 The Company grants the Contractor a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP and the Company's Background IP to the extent required to perform the Contractor's obligations under this Purchase Order.

13. COMPANY DATA

13.1 The Company Data will at all times be the property of the Company, and the Company owns all rights, including Intellectual Property Rights, in and to the Company Data immediately on and from creation (including part creation).

13.2 The Contractor hereby unconditionally assigns, and must procure that any Related Entities of the Contractor and the Contractor's Personnel unconditionally assign, to the Company:

(a) all Intellectual Property Rights (other than copyright) in and to the Company Data without the need for further assurance; and

(b) all copyright in the Company Data (or compilations of Company Data), as an assignment of future property under section 197 of the *Copyright Act 1968* (Cth) and in equity.

13.3 The Contractor must, if required by the Company, do all further things and execute all further documents necessary to assign Intellectual Property Rights in and to the Company Data to the Company.

13.4 The Contractor must not:

(a) use the Company Data except as required for the supply or performance of the Supplies under this Purchase Order;

(b) use the Company Data (including in anonymised form) to train or improve the Software, the Cloud Services or any AI Systems without the Company's prior written consent;

(c) reproduce the Company Data in whole or in part in any form except as required for the supply or performance of the Supplies under this Purchase Order; or

(d) disclose the Company Data to any third party or persons not authorised by the Company to receive it, except with the prior written consent of the Company.

13.5 If any of the Company Data in the possession or control of the Contractor, including any Company Data accessed through the provision of the Software , Cloud Services or Support Services, is corrupted, lost or degraded as a result of the Contractor's breach of this Purchase Order, the Contractor must, to the extent it is capable, at its own cost carry out such remedial action to restore such Company Data.

13.6 The obligations on the Contractor under this clause 13 apply until the Contractor no longer has a copy of the Company Data.

14. INFORMATION SECURITY

14.1 The Contractor warrants, represents and undertakes that it will secure and protect the Supplies and all Company Data that it holds or has access to in connection with the Supplies, including by:

(a) ensuring that access to Company Data by any of the Contractor's Personnel is restricted on a strict need to know basis and that such Personnel who have access to Company Data are bound by appropriate obligations of confidentiality and taking all reasonable steps in accordance with good industry practice to ensure the reliability of such Personnel;

(b) maintaining and enforcing safeguards against the accidental, unauthorised or unlawful destruction, loss, disclosure or alteration of, or access to Company Data that are no less rigorous than those maintained by the Contractor for its own information of a similar nature, or otherwise in accordance with good industry practice, including by;

(i) undertaking prior to the supply or performance of the Supplies and maintaining a risk assessment that identifies, estimates and prioritizes cybersecurity, data protection and privacy risks resulting from the operation and use of the information systems and processes used in connection with the provision of the Supplies;

(ii) applying, and updating, a proportional cybersecurity program that identifies and remediates weaknesses through the operationalisation of relevant security controls within the information systems and processes used in connection with the provision of the Supplies as a matter of routine; and

(iii) being able to demonstrate to the reasonable satisfaction of the Company that the Contractor has an ongoing commitment to managing cybersecurity, data protection and privacy risk;

14.2 The obligations on the Contractor under this clause 14 apply for so long as the Contractor holds or has access to a copy of the Company Data.

15. PERSONAL INFORMATION AND PRIVACY

Contractor processing of Company Personal Information

15.1 Where the Contractor processes Company Personal Information in connection with this Purchase Order, the Contractor will:

(a) comply with all applicable Data Privacy Laws and not process Company Personal Information in a manner that will or is likely to result in the Company breaching its obligations under Data Privacy Laws;

(b) in respect of Company Personal Information collected directly from Company's Personnel, provide clear written notice to all such Company's Personnel of:

(i) the identity and contact details of the Contractor and its data protection officer ("**DPO**");

(ii) the categories of Personal Information that the Contractor may process about such Company's Personnel;

(iii) the purposes for which the Contractor may process such Personal Information and the legal basis for it doing so;

(iv) the categories of third parties to whom the Personal Information may be disclosed;

(v) subject to the Contractor's compliance with clause 15.1(d), if the Contractor intends on transferring Personal Information that is collected within one particular country outside that country, the Contractor must list the jurisdictions which the Contractor intends to transfer the collected Personal Information to and the transfer mechanism that will be used to transfer the collected Personal Information in accordance with applicable Data Privacy Laws; and

(vi) any other matters required by applicable Data Privacy Laws; and

(vii) any matters reasonably required by the Company from time to time,

and the Contractor will process such Company Personal Information solely for the purposes identified in such notice, or otherwise as necessary to perform its obligations under this Purchase Order;

(c) notwithstanding its obligation to comply in full with clause 14, take all appropriate technical and organisational measures against unauthorised or unlawful processing of Company Personal Information;

(d) not transfer (including by way of remote access) Company Personal Information collected within one particular country outside of that country unless the Company has given its prior written consent and the Contractor participates in a valid cross-border transfer mechanism under, or otherwise undertakes the transfer in compliance with, applicable Data Privacy Laws; and

(e) ensure that all Contractor's Personnel who have access to Company Personal Information are bound by appropriate obligations of confidentiality and have been provided with adequate training on the handling of Personal Information, and take all reasonable steps in accordance with Good Industry Practice to ensure the reliability of all such personnel.

15.2 If, for whatever reason, any transfer of Company Personal Information under clause 15.1(d) ceases to be lawful, the Contractor shall either:

(a) with the Company's consent, implement an alternative lawful transfer mechanism; or

(b) where an alternative lawful transfer mechanism is not viable, allow the Company to terminate this Purchase Order on 30 days' written notice at no additional cost to the Company.

Contractor processing of Company Personal Information on Company's behalf

15.3 Without prejudice to clauses 15.1 and 15.2, where the Contractor processes Company Personal Information on behalf of the Company or otherwise on the Company's instructions, the Contractor will:

(a) process such Company Personal Information only as is necessary for the purposes of performing its obligations under this Purchase Order and only in accordance with the written instructions given by the Company from time to time;

(b) not publish, disclose or divulge (and ensure that no Contractor's Personnel will publish, disclose or divulge) any Company Personal Information to any third party unless the Company has given its prior written consent except to the extent required by applicable law;

(c) inform the Company promptly, and in any event within two (2) Business Days, of any enquiry or complaint received from any regulatory body or any data subject;

(d) provide, at the Contractor's own cost, full cooperation and assistance to the Company in relation to queries, complaints and other correspondence with any data subject or regulatory body regarding the Contractor's processing of Company Personal Information and any other co-operation and information as the Company may reasonably request; and

(e) amend, update, supplement, return or destroy any Company Personal Information as soon as reasonably practicable at the Company's request.

15.4 Notwithstanding clause 15.3(a), the Contractor may:

(a) process Company Personal Information as required for the Contractor to comply with applicable laws to which the Contractor is subject, provided that the Contractor must inform the Company of the applicable legal requirement before proceeding, unless the law prohibits the Company from doing so on important grounds of public interest; and

(b) process Company Personal Information that has been de-identified and aggregated in accordance with Good Industry Practice solely for the purposes of internal research and development or statistical reporting.

15.5 The categories of Company Personal Information to be processed by the Contractor and the processing activities to be performed under this Purchase Order are set out in Schedule **2** to this Purchase Order.

Subcontractors

15.6 The Contractor will not subcontract any processing of Company Personal Information without the Company's prior written consent.

15.7 The Contractor acknowledges that it is solely responsible for all processing of Company Personal Information, including processing by any subcontractor, and the Contractor must conduct its own due diligence on any subcontractor it chooses to subcontract to subject to clause 15.6.

16. INCIDENT NOTIFICATION AND MANAGEMENT

16.1 The Contractor must notify the Company immediately (and in any event within 24 hours) upon becoming aware of any actual or potential Security Incident, breach of clause 15, or breach of any applicable Data Privacy Laws ("Notifiable Incident"), take all reasonable steps to mitigate the impact of the Notifiable Incident and provide, at the Contractor's own cost, all reasonable assistance required by the Company in investigating and resolving the Notifiable Incident.

16.2 In the event of a Notifiable Incident, the Contractor must:

(a) provide the Company with a detailed description of the Notifiable Incident, the type of information that was the subject of the Security Incident, the identity of any affected individuals and all other information and cooperation which the Company may reasonably request no later than 48 hours after becoming aware of the Notifiable Incident;

(b) take immediate action, at the Contractor's own cost, to investigate the Notifiable Incident, to identify, prevent and mitigate the effects of the Notifiable Incident and, to carry out any recovery or other action necessary to remedy the Notifiable Incident. The Contractor must not tamper with any evidence and must ensure that any such recovery or other action does not compromise any technical information or artefacts (including, for example, logs) which would reasonably be required by the Company to understand the Notifiable Incident, mitigate its effects and/or prevent its recurrence; and

(c) not issue, publish or otherwise make available to any third party any press release or other communication concerning the Notifiable Incident without the Company's prior approval;

17. INSURANCE

17.1 The Contractor must at its cost procure and maintain the following minimum insurances, unless stated otherwise in the Purchase Order:

(a) workers' compensation and employer's indemnity insurance (referred to as employer's liability insurance in some jurisdictions) which complies with the relevant Laws, covering all claims and liabilities under any Law;

(b) public and product liability insurance on an occurrence basis with a limit of indemnity of not less than USD $5,000,000.00 for each and every occurrence and, in the case of product liability, no less than USD $5,000,000.00 in the aggregate during any 12 month period of insurance;

(c) if the Purchase Order requires the Contractor to use or provide the use of motor vehicles, motor vehicle liability insurance;

(d) if the Purchase Order requires the Contractor to provide professional services or advice, professional indemnity insurance of not less than USD $1,000,000.00 for each claim and in the aggregate for all claims arising in the same insurance period, covering the liability of the Contractor for any professional services

provided by the Contractor and the Contractor's Personnel under this Purchase Order;

(e) if the Purchase Order requires the Contractor to use or provide any plant or equipment for use on Site, property insurance covering the Contractor's Plant and Equipment against the risks of loss, damage or destruction by all insurable risks to the reasonable satisfaction of the Company for not less than their market value; and

(f) such other insurances as are stated in the Purchase Order.

17.2 The Contractor must ensure that each insurance referred to in:

(a) clauses 17.1(a), 17.1(b), 17.1(c) and 17.1(e) is in force from the Purchase Order Date and is maintained until the end of the last Defects Correction Period;

(b) clause 17.1(d) is in force from the date of this Purchase Order and is maintained for at least 7 years after the end of the last Defects Correction Period, or such other period as the Parties may agree in writing; and

(c) clause 17.1(f) is in force from the date of this Purchase Order and is maintained until the end of the last Defects Correction Period unless otherwise stated in this Purchase Order.

17.3 The Contractor must ensure (and, where relevant, procure that its Subcontractors ensure) that any insurance required to be taken out under this clause 17 (other than statutory insurances under clauses 17.1(a) and 17.1(c)) is effected with reputable insurers with a financial security rating of A- or better by Standard & Poors or the equivalent rating with another internationally recognised rating agency.

17.4 The Contractor must, at the commencement of this Purchase Order and otherwise when requested by the Company provide to the Company certificates of currency as evidence of insurance.

17.5 Whenever a claim is made under any of the policies of insurance referred to in clause 17.1, the Contractor is liable for any excess or deductible payable as a consequence.

17.6 The insurance policies under this Purchase Order are primary, and not secondary, to the indemnities referred to in this Purchase Order. It is the intention of the Parties that the insurer cannot require any Party to exhaust a claim under an indemnity referred to in this Purchase Order before the insurer considers or pays the relevant claim.

18. LIABILITY

18.1 The Contractor indemnifies, and holds the Indemnified Persons harmless in respect of any Loss suffered or incurred in connection with any claims, proceedings, demands and actions of any nature whether actual or threatened made against an Indemnified Person arising out of or in connection with:

(a) loss of or damage to real or tangible personal property, personal injury or death caused or contributed to by the Contractor or its Personnel under or in connection with this Purchase Order;

(b) use by the Indemnified Person of the Contractor's Intellectual Property pursuant to this Purchase Order; or

(c) breach by the Contractor of clause 15,

(d) the Contractor's payment of the Contractor's Personnel in respect of the performance of the Services under this Purchase Order, including from any Authority regarding any payroll tax, superannuation or worker's compensation insurance.

except to the extent that such claim, proceeding, demand or action is caused by the breach or negligent act or omission of the Indemnified Person.

18.2 Except as set out in clause 18.4, neither Party will be liable to the other Party for any Consequential Loss suffered or incurred by the other Party in connection with this Purchase Order.

18.3 Except as set out in clause 18.4, each Party's liability to the other arising out of or in connection with this Purchase Order is limited to an amount equal to 100% of the Price.

18.4 Nothing in clause 18.2 or clause 18.3 excludes or limits:

(a) a Party's liability for any:

(i) deliberate breach of this Purchase Order, Wilful Misconduct or fraud;

(ii) breach of any applicable Law;

(iii) death, personal injury or property damage;

(iv) breach of confidentiality; or

(v) breach of clause 15; or

(b) the Contractor's liability:

(i) to indemnify the Indemnified Persons under clauses 18.1(b) and 44.1 in respect of breach of the Intellectual Property Rights or any other liability of the Contractor in relation to an infringement of Intellectual Property Rights; or

(ii) to the extent that the Contractor is required by this Purchase Order to procure and maintain insurance in respect of that liability.

18.5 If any Law relating to the apportionment of liability applies to this Purchase Order, then, to the extent that the Law may be lawfully excluded, the Law is excluded from operation with respect to any Dispute or action brought by one Party against the other Party arising out of or in connection with this Purchase Order or any Personnel of the Contractor or any of its subcontractors.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 The rights under this Purchase Order are personal to the Contractor and the Contractor cannot assign, transfer, charge or otherwise dispose of (including by way of declaration of trust) any of its rights, interests or obligations in respect of this Purchase Order without the prior written consent of the Company (which consent must not be unreasonably withheld).

19.2 The Company may assign its rights or delegate any obligation in respect of this Purchase Order or novate the Purchase Order to a Related Entity or a party financially capable of meeting its obligations, and the Contractor irrevocably consents to such assignment, delegation or novation. If required by the Company, the Contractor must enter into any document reasonably required to give effect to the assignment, delegation or novation.

19.3 The Contractor must obtain the approval of the Company before appointing a subcontractor to perform any part of its obligations under this Purchase Order. The Contractor is liable to the Company for the acts and omissions of any subcontractor as if they were acts and omissions of the Contractor.

19.4 The Contractor must ensure that all subcontracts contain terms that oblige the subcontractor to perform its obligations under the subcontract in a way that ensures that the Contractor complies with its obligations under this Purchase Order (including, but not limited to, clauses 3.3(c), 12.2, 21, 22, 24 and 25).

20. FORCE MAJEURE

20.1 If a Force Majeure Event occurs, the Affected Party may give the other Party a notice containing full particulars of the Force Majeure Event (including its nature and likely duration), the Affected Obligations and the nature and extent of the effects of the Force Majeure Event on the Affected Obligations.

20.2 Provided that the notice contains all of the details referred to in clause 20.1, the Affected Obligations are suspended, to the extent that they are affected by the Force Majeure Event, from the date of the notice under clause 20.1 (and not before that date) until the impact of the Force Majeure Event has ceased.

20.3 On cessation of the Force Majeure Event which is the subject of a notice given under clause 20.1, the Affected Party must within a reasonable time, give notice to the other Party of the cessation of the Force Majeure Event and resume performance of the Affected Obligations suspended as a result of the Force Majeure Event.

20.4 The Affected Party must:

(a) at its cost, use reasonable endeavours to reduce and remove the effect of the Force Majeure Event, which is the subject of a notice given under clause 20.1 (but this clause 20.4 does not require the Affected Party to settle strikes or industrial disputes which constitute Force Majeure Events on terms which are not commercially acceptable to the Affected Party); and

(b) inform the other Party in writing every 10 Business Days (or any other period agreed in writing by the Parties) after the date of notification of the Force Majeure Event of the ongoing effect of, and the steps taken to remove the effects of, the Force Majeure Event.

21. BHP CODE OF CONDUCT AND MINIMUM REQUIREMENTS FOR SUPPLIERS

21.1 BHP has developed a policy entitled “Working with Integrity: Code of Conduct”.

21.2 The Contractor acknowledges that it has access to a copy of the Code of Conduct and the Minimum Requirements for Suppliers, which can also be found at BHP’s website.

21.3 The Contractor is expected to read, understand and adhere to the Code of Conduct applicable from time to time. Where an aspect of the Code of Conduct mandates a BHP internal standard, practice or process for the Company and its Related Entities, the Contractor is expected to adopt and adhere to a similar standard, practice or process, as applicable.

21.4 In connection with performing the Contractor’s obligations under this Purchase Order, the Contractor must:

(a) actively promote and require the Contractor’s Personnel to familiarise themselves and uphold the Company’s core values of respectful behaviours consistent with the Code of Conduct;

(b) ensure that it does not, and the Contractor's Personnel do not engage in conduct that is inconsistent with the Company's Code of Conduct including, but not limited to:

(i) violent or abusive conduct (actual or threatened);

(ii) sexual assault or harassment;

(iii) bullying, harassment or discrimination;

(iv) where a Contractor's Personnel has alleged conduct that is inconsistent with the Company's Code of Conduct, enforce any confidentiality obligations against that Contractor's Personnel or require execution of any form of confidentiality agreement by that Contractor's Personnel;

(c) familiarise itself with, and inform the Contractor's Personnel of the availability of, the Company's misconduct reporting channels for filing complaints and reporting compliance or business conduct-related concerns;

(d) use the misconduct reporting channels to report compliance or business conduct-related concerns;

(e) at the conclusion of any process undertaken by the Contractor to address a complaint which involves Contractor Personnel, the Contractor will if requested by the Company submit a report which outlines:

(i) a summary of the process undertaken by the Contractor;

(ii) a summary of any records of interview (if applicable);

(iii) a summary of any evidence reviewed;

(iv) how conclusions were reached;

(v) findings; and

(vi) disciplinary outcomes or other resolutions if applicable

21.5 Where the Company is conducting its own process to address a complaint which involves the Contractor's Personnel, the Contractor must:

(a) provide the Company with such access, information and documentation as the Company reasonably requests to permit the Company to investigate and respond to the complaint; and

(b) on reasonable request by the Company, make the Contractor's Personnel available for interview by the Company.

21.6 The Contractor must, and must ensure that its subcontractors, comply with the Minimum Requirements for Suppliers in the supply or performance of the Supplies.

22. ANTI-CORRUPTION OBLIGATIONS

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

(a) any Government Official, in order to influence or reward official action relating to either, or both, the Company or this Purchase Order;

(b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust ("acting improperly") in relation to either, or both, the Company or this Purchase Order, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or

(c) any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be authorised, offered, promised or given to:

(i) a Government Official in order to influence or reward official action relating to either, or both, the Company or this Purchase Order; or

(ii) any person in order to influence or reward such person for acting improperly.

22.2 The Contractor will notify the Company promptly, and in any event within 5 Business Days, of any request or demand for any payment, gift or other advantage that violates any Applicable Anti-corruption Laws received by the Contractor, any of its Related Entities or their Personnel in relation to the Company or this Purchase Order.

22.3 The Contractor must ensure that neither the Contractor, any of its Related Entities nor their Personnel will receive or agree to accept any payment, gift or other advantage that violates any Applicable Anti-corruption Laws in relation to the Company or this Purchase Order.

22.4 Save for any ownership interest in respect of shares listed on a recognised stock exchange, the Contractor represents and warrants that:

(a) neither the Contractor, any of its Related Entities nor any other entity in which the Contractor has an ownership interest is directly or indirectly owned or controlled, in whole or in part, by any Government Official in a position to take or influence official action for or against the Company; and

(b) no officer, director, employee or shareholder of the Contractor is, or currently expects to become, such a Government Official during the term of this Purchase Order.

22.5 The Contractor will notify the Company promptly, and in any event within 5 Business Days, upon becoming aware that any officer, director, employee or shareholder becomes, or expects to become, a Government Official in a position to take or influence official action for or against the Company.

22.6 The Contractor will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with the Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.

22.7 If:

(a) a breach of this clause 22 (other than clause 22.6) occurs or the Company knows or believes, acting reasonably, that such a breach is imminent; or

(b) notice is given pursuant to clause 22.5 above,

then the Company may (without prejudice to any other rights that it might have) exercise its right under clause 9 to end this Purchase Order, in which event, the Company will not be obliged to:

(c) make any payment (whether under clause 9 or otherwise) to the Contractor in respect of the Supplies or other benefits that have been procured through, or are related to, the breach of this clause 22; and

(d) reimburse or indemnify the Contractor for any liability or cost connected with the breach of this clause 22.

22.8 The Contractor must notify the Company promptly upon becoming aware of any breach, imminent breach or suspected or potential breach of clause 22.1, clause 22.3 or clause 22.4 by the Contractor, the Contractor's Related Entities or their Personnel.

23. CONTRACTOR TO MAINTAIN BOOKS AND RECORDS

23.1 The Contractor will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, this Purchase Order.

23.2 The Contractor will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with this Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.

23.3 The Contractor will, upon request, permit the Company to audit and examine the Contractor's systems and any documents and records necessary for the verification of compliance with the Contractor's obligations under clauses 5, 13, 15, 19, 21 and 22. The Company has the right to make copies of any such documents or records.

23.4 The Contractor will provide any records, information and assistance reasonably required by the Company to enable and facilitate the audit and examination under clause 23.3, including providing the Company with access to the Contractor's systems and premises and Contractor's Personnel.

24. ANTI-COMPETITIVE BEHAVIOUR

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

25. TRADE CONTROLS

25.1 Each Party must, in performing this Purchase Order, comply with Applicable Trade Controls Laws.

25.2 The Contractor must not, without the Company's prior written consent, provide to the Company any:

(a) Goods that have been transported by a Sanctioned Party or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any Goods grown, produced, manufactured, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned Party and any Goods that have entered into commerce in a Sanctioned Country or Territory;

(b) Software or Cloud Services that have been delivered, licensed or installed by a Sanctioned Party or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any Software or Cloud Services developed, licensed, produced, manufactured, modified, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned Party and any Software that has entered into commerce in a Sanctioned Country or Territory;

(c) Services of Sanctioned Country or Territory origin, including but not limited to any Services performed in a Sanctioned Country or Territory and any Services performed outside of a Sanctioned Country or Territory by an entity organised under the laws of a Sanctioned Country or Territory, or a person ordinarily resident in a Sanctioned Country or Territory; or

(d) Services that involve a Sanctioned Party in any respect.

25.3 Each Party represents and warrants that it is not a Sanctioned Party and it will not take any actions that cause it to become a Sanctioned Party or otherwise to become sanctioned, restricted, or designated under Applicable Trade Controls Laws during the term of this Purchase Order, but if a Party becomes or expects to become a Sanctioned Party or otherwise sanctioned, restricted, or designated, that Party must notify the other Party as soon as possible. These representations and warranties continue in effect for the term of this Purchase Order.

25.4 The Contractor must before the date of the first delivery provide to the Company the export control jurisdiction and classification and harmonised tariff/import code of any Goods, Software, technology or other items that the Contractor provides to the Company in connection with this Purchase Order.

25.5 Nothing in this Purchase Order requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.

25.6 Either Party may immediately end this Purchase Order by giving written notice to the other Party if that other Party breaches this clause 25 (other than clause 25.4). Despite anything to the contrary in this Purchase Order, including clause 9, if the Company ends this Purchase Order for a breach by the Contractor of this clause 25 (other than clause 25.4), the Company will have no obligation to return any Goods or, in the case of a Fixed Term Licence, Software, make any payments, or otherwise provide compensation to the Contractor, unless the Company has received all government authorisations required to do so.

26. MODERN SLAVERY

26.1 In connection with performing the Contractor's obligations under this Purchase Order, the Contractor must:

(a) not engage, and use reasonable endeavours to ensure that the Contractor's Personnel and Related Entities do not engage, in Modern Slavery;

(b) comply, and use reasonable endeavours to ensure that the Contractor's Personnel and Related Entities comply, with Applicable Modern Slavery Laws where applicable; and

(c) not use any Supplies that the Contractor knows, or should reasonably suspect, have been wholly or partly sourced, made or provided using Modern Slavery.

26.2 Without limiting clause 26.1, provided that it is lawful to do so, the Contractor agrees that it will notify the Company within a reasonable timeframe if the Contractor becomes aware of any Modern Slavery engaged in by it, its Personnel or its Related Entities, and provide the Company with adequate particulars of the Modern Slavery and any actions taken, or being taken, in response.

26.3 Without limiting clauses 26.1 and 26.2, the Contractor must provide, and use reasonable endeavours to ensure the Contractor's Personnel and Related Entities provide, all reasonable assistance to the Company to enable the Company to comply with its obligations under Applicable Modern Slavery Laws, including providing the Company and/or its Related Entities with such access, information and documentation as the Company (or its nominee)

reasonably requests in writing so as to permit the Company to verify that the Contractor, and the Contractor's Personnel and Related Entities, comply with this clause 26.

26.4 The Contractor represents and warrants to and for the benefit of the Company that, as at the date of this Purchase Order and on a continuing basis that neither the Contractor nor, so far as the Contractor is or ought to be reasonably aware, any of the Contractor's Personnel or Related Entities has engaged, or engages, in Modern Slavery.

26.5 The Contractor acknowledges that all costs of compliance with this clause 26 are for the Contractor's own account.

26.6 For the purposes of clause 9, the Contractor agrees that a breach of clause 26.1 is a breach of a material obligation.

27. GENERAL

27.1 The Parties waive any right to have this Purchase Order translated from the English language into any other language. If this Purchase Order is subsequently recorded in any other language, the English language version shall prevail to the extent of any inconsistency.

27.2 This Purchase Order and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the law in force in the Jurisdiction.

27.3 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Purchase Order.

27.4 The Parties irrevocably agree that the courts located within the Jurisdiction will have non-exclusive jurisdiction to settle any dispute that arises out of or in connection with this Purchase Order or its subject matter or formation (including non-contractual disputes).

27.5 To the extent permitted by Law, this Purchase Order constitutes the entire agreement between the Parties.

27.6 An amendment to any term of this Purchase Order, or a waiver of any right arising under or in connection with this Purchase Order, must be in writing and signed by the Parties.

27.7 Where this Purchase Order relates to Supplies the subject of a contract between the Contractor and the Company, the terms of that contract apply to the extent of any inconsistency with the Purchase Order Terms and Conditions.

APPENDIX A

GOODS

28. SUPPLY OF GOODS

28.1 Delivery and Time for Performance

The Contractor must:

(a) deliver the Goods (and copies of all relevant instruction manuals relating to the Goods) to the Delivery Point by the Delivery Date;

(b) provide the Company with 48 hours prior notice of the time the Goods will be delivered to the Delivery Point; and

(c) mark each package with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.

28.2 **Health and Safety**

The Contractor must, in supplying the Goods:

(a) not interfere with the Company's activities or the activities of any other person at the Delivery Point or the Site;

(b) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with:

(i) all Site Standards and Procedures, to the extent that these documents are applicable to the supply of the Goods by the Contractor; and

(ii) all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Contractor;

(c) ensure that the Contractor's Personnel entering the Site supply the Goods in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site;

(d) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with this Purchase Order and the supply of the Goods; and

(e) leave the Company's premises secure, clean, orderly and fit for immediate use having regard to the condition of the Company's premises immediately prior to the supply of the Goods.

28.3 Title and Risk

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

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

(c) The Contractor warrants that the Company will be entitled to free and clear legal and beneficial title to and free and quiet possession of the Goods at the time title passes in accordance with clause 28.3(a).

29. CONDITIONS AS TO QUALITY OF THE GOODS

The Contractor must ensure that:

(a) the Goods supplied by the Contractor match the description of the Goods in this Purchase Order;

(b) if the Contractor gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;

(c) the Goods are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;

(d) the Goods are new and of merchantable quality;

(e) the Goods are free of Defects; and

(f) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

30. DEFECTS

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

30.2 If, at any time prior to the expiry of the Defects Correction Period, the Company finds any Defect in the Goods, the Company may give the Contractor written notice of the Defect and require the Contractor to rectify the Defect within a reasonable period stated in the notice. However, if, in the Company's view, the relevant Defect creates a circumstance or condition that is Unsafe and which requires prompt rectification, then the Company is not obliged to give the Contractor an opportunity to make good the Defect before the Company rectifies, or engages others to rectify, the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.

30.3 The Contractor must, at its cost, promptly rectify the Defect notified by the Company pursuant to clause 30.2 in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner) and to the satisfaction of the Company.

30.4 If the Contractor does not rectify the Defect in accordance with clause 30.3, the Company or the Company's representative may:

(a) reject the Goods with the Defect and return them to the Contractor, in which case the Contractor must replace the Goods at its cost and reimburse the Company for all costs and expenses the Company incurs as a result of the Defect; or

(b) rectify or engage another contractor to rectify the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.

30.5 If the Contractor does not replace the Goods pursuant to clause 30.4(a) and the Company has:

(a) paid the Contractor for the Goods with the Defect, the Contractor must repay the Company the Price for those Goods rejected under clause 30.4(a); or

(b) not paid the Contractor for the Goods with the Defect, the Company is not liable to pay the Contractor for those Goods rejected under clause 30.4(a).

30.6 Where the Contractor has made good any Defect under this clause, those Goods will be subject to a Defects Correction Period commencing on the date the Contractor rectified the Defect.

30.7 The Contractor will not be liable for any Defect caused by the negligence of the Company or the Company's Personnel.

30.8 **The Company's rights under this clause 30 do not in any way affect:**

(a) the Contractor's obligations under this Purchase Order; or

(b) any of the Company's other rights under this Purchase Order or at Law, including the right to claim for any damage or loss it may suffer because of the Contractor's failure to fulfil any of its obligations under this Purchase Order.

31. TERMINATION

If the Company terminates this Purchase Order under clause 9.1 or the Contractor terminates this Purchase Order under clause 9.3, the Company must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Purchase Order:

(a) subject to clause 5, pay the Contractor the Price for the Goods delivered to the Delivery Point prior to the date of termination and not yet paid; and

(b) if the Contractor has shipped any Goods before the termination but the Goods have not been delivered to the Delivery Point at the time of termination, the Company must either:

(i) subject to clause 5, accept those Goods when delivered to the Delivery Point, and pay the Purchase Order Price for them; or

(ii) return the Goods to the Contractor at the Company's expense; and

(c) reimburse the Contractor for any unavoidable costs or expenses that the Contractor has reasonably incurred as a direct result of the termination and that the Contractor is not able to recoup or otherwise mitigate.

APPENDIX B

SERVICES

32. PERFORMANCE OF THE SERVICES

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

32.2 The Contractor must, in performing the Services:

(a) not interfere with the Company's activities or the activities of any other person at the Site and ensure that the Company, the Company's Representative and any other person authorised by the Company (including Separate Contractors) and any person authorised by Law have access to the Site;

(b) execute the Services under this Purchase Order so as not to interfere with the operation of the Existing Infrastructure;

(c) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with:

(i) all Site Standards and Procedures, to the extent that these documents are applicable to the performance of the Services by the Contractor; and

(ii) all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Contractor;

(d) ensure that the Contractor's Personnel entering the Site have met and complied with the Company's Site access requirements and perform the Services in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site;

(e) ensure that all Contractor's Personnel who are engaged in performing the Contractor's obligations under this Contract have appropriate skill, experience and professional qualifications and hold all necessary licences, permits, registrations and other statutory requirements necessary to perform their roles;

(f) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with this Purchase Order and the performance of the Services; and

(g) leave the Company's premises secure, clean, orderly and fit for immediate use having regard to the condition of the Company's premises immediately prior to the performance of the Services.

33. CONDITIONS AS TO QUALITY OF THE SERVICES

The Contractor must ensure that:

(a) the Services supplied or performed by the Contractor match the description of the Services in this Purchase Order;

(b) if the Contractor provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;

(c) if the Contractor showed the Company a result achieved by the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services that achieved that result;

(d) the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;

(e) the Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;

(f) the Services are free of Defects;

(g) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;

(h) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order; and

34. PAYMENT OF CONTRACTORS PERSONNEL

34.1 The Contractor must pay the Contractor's Personnel in respect of the performance of the Services under this Purchase Order in accordance with all applicable Laws.

34.2 If the Contractor owes any Contractor's Personnel money in connection with their performance of the Services under this Purchase Order and:

(a) that money has been outstanding for more than 10 Business Days (or any other period agreed in writing by the Parties) and the Contractor cannot satisfy the Company that there is a valid reason for that outstanding money not having been paid; or

(b) the Company becomes obliged to make a payment to that Contractor's Personnel,

the Company may pay the Contractor's Personnel the outstanding amount and the outstanding amount so paid will be a debt due from the Contractor to the Company.

35. DEFECTS

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

35.2 If, at any time prior to the expiry of the Defects Correction Period, the Company finds any Defect in the Services, the Company may give the Contractor written notice of the Defect and require the Contractor to rectify the Defect within a reasonable period stated in the notice. However, if, in the Company's view, the relevant Defect creates a circumstance or condition that is Unsafe and which requires prompt rectification, then the Company is not obliged to give the Contractor an opportunity to make good the Defect before the Company rectifies, or engages others to rectify, the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.

35.3 The Contractor must, at its cost, promptly rectify the Defect notified by the Company pursuant to clause 35.2 in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner) and to the satisfaction of the Company.

35.4 If the Contractor does not rectify the Defect in accordance with clause 35.3, the Company or the Company's representative may:

(a) reject the Services with the Defect, in which case the Contractor must re-perform the Services free of charge; or

(b) rectify or engage another contractor to rectify the Defect at the Contractor's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Contractor to the Company.

35.5 If the Contractor does not re-perform the Services pursuant to clause 35.4(a) and the Company has:

(a) paid the Contractor for the Services with the Defect, the Contractor must repay the Company the Price for those Services rejected under clause 35.4(a); or

(b) not paid the Contractor for the Services with the Defect, the Company is not liable to pay the Contractor for those Services rejected under 35.4(a).

35.6 Where the Contractor has made good any Defect under this clause 35, those Services will be subject to a Defects Correction Period commencing on the date the Contractor rectified the Defect.

35.7 The Contractor will not be liable for any Defect caused by the negligence of the Company or the Company's Personnel.

35.8 The Company's rights under this clause 35 do not in any way affect:

(a) the Contractor's obligations under this Purchase Order; or

(b) any of the Company's other rights under this Purchase Order or at Law, including the right to claim for any damage or loss it may suffer because of the Contractor's failure to fulfil any of its obligations under this Purchase Order.

36. TERMINATION

36.1 If the Company terminates this Purchase Order under clause 9.1 or the Contractor terminates this Purchase Order under clause 9.3, the Company may engage other persons to supply or perform the Services, and must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Purchase Order:

(a) subject to clause 5, pay the Contractor:

(i) for the Services performed prior to the date of termination (and not yet paid); and

(ii) the relevant portion of the Purchase Order Price allocated for demobilisation;

(b) reimburse the Contractor for any unavoidable costs or expenses that the Contractor has reasonably incurred as a direct result of the termination and that the Contractor is not able to recoup or otherwise mitigate.

APPENDIX C

SOFTWARE

37. DELIVERY, TIME FOR PERFORMANCE AND INSTALLATION

37.1 On or before the date specified in the Purchase Order, the Contractor must:

(a) deliver or make available to the Company the number of copies of the Software and Documentation as specified in the Purchase Order, in the format for such Software and Documentation specified in the Purchase Order (or if no format is specified in an industry standard format),

(b) if required by the Company, install one copy of the Software on the Company's hardware systems in accordance with the Company's directions; and

(c) provide the Company with the Support Services.

37.2 Where the Contractor is required to install the Software on the Company's hardware systems, then the Company must:

(a) prepare its hardware systems for installation of the Software in accordance with the Contractor's reasonable recommendations; and

(b) give the Contractor such assistance as the Contractor reasonably requires to ensure successful installation of the Software.

38. LICENCE TO THE SOFTWARE

38.1 Subject to clause 38.2 below, on and from the date specified in the Purchase Order (or if no date is specified, then the date of the Purchase Order), the Contractor grants to the Company, and each member of the Company Group from time to time, a worldwide, perpetual, non-exclusive, irrevocable, royalty-free (other than the Price set out in this Purchase Order), transferable licence (with the right to sub-licence in accordance with clause 38.1(d)) to:

(a) Use, reproduce or otherwise exploit the Software and the Documentation;

(b) make as many copies of the Software as permitted by the Purchase Order and as otherwise reasonably required for backup, testing, security and archival purposes at no additional charge;

(c) make as many copies of the Documentation as reasonably necessary to make full use of the Software and for backup, testing, disaster recovery, security and archival purposes at no additional charge; and

(d) sub-licence the Software and Documentation to:

(i) the purchaser of any business or assets of the Company Group in connection with which the Software is Used by the Company;

(ii) any contractor, agent or third party service provider of the Company Group for the purpose of providing services to the Company Group;

(iii) any person or entity to which the Company provides goods or services; and

(iv) any other person with the consent of the Contractor (however, the Contractor's consent is not to be unreasonably withheld or delayed or to be subject to the payment of any fee),

as is necessary for receipt and provision of the Supplies under this Purchase Order and as necessary for the Company or the Company Group to conduct its normal business activities from time to time.

38.2 In the case of a Fixed Term Licence, the licence granted by the Contractor pursuant to clause 38.1 above shall be limited in duration to the Licence Term.

38.3 Except as otherwise permitted under this Purchase Order or any Law, the Company will not seek to rent, lease, reverse engineer, decompile or disassemble the Software.

38.4 The Company may move the Software between machines, platforms, environments or locations, at any time, without notice to the Contractor, and at no additional cost.

38.5 Where the licence to Use the Software is restricted by reference to a quantity limitation and the Company makes changes to the machines or platforms on which the Software is installed, for a grace period of 60 Business Days, the Company may create and Use such additional copies of the Software as necessary to effect such a change. The Contractor must not unreasonably refuse to extend that grace period if requested by the Company.

38.6 In the case of a Fixed Term Licence, the Company may retain and continue to Use one copy of the Software and Documentation after the expiry of the Licence Term or earlier termination of this Purchase Order for archival, regulatory compliance or audit purposes.

39. DOCUMENTATION AND TRAINING

39.1 The Contractor must provide the Company with Documentation containing sufficient information to enable the Company to make full and proper Use of the Software.

39.2 The Contractor must develop and maintain all Documentation on a regular basis and provide the Company with any new or updated Documentation as soon as reasonably practicable.

39.3 The Contractor must ensure that the Documentation:

(a) contains sufficient information to enable the Company to make full and proper Use of the Software;

(b) is reasonably acceptable to the Company in terms of its presentation, accuracy and scope;

(c) includes the most current and up to date versions of documentation available;

(d) is in English and clearly expressed; and

(e) includes adequate definitions of all key terms, words and symbols.

39.4 The Contractor must, if requested by the Company, provide to the Company's Personnel, at the times and locations required by the Company, any training that is necessary to enable the Company's Personnel to make full and proper Use of the Software.

40. SUPPORT SERVICES

40.1 **First Line Support**

During the support hours specified in the Purchase Order (or if none are specified, during normal business hours in Melbourne, Australia), the Contractor must make available the first line support facility described in the Purchase Order (**First Line Support**) to enable:

(a) the Contractor to respond to requests made to the First Line Support by or on behalf of the Company;

(b) the Contractor to respond to technical and user questions relating to the Software or Documentation; and

(c) the Company to report to the Contractor any Defects relating to the Software of which it becomes aware,

each in accordance with the Service Levels.

40.2 **Correction of Defects**

When a Defect is reported to the Contractor, or when the Contractor otherwise becomes aware of a Defect, the Contractor must:

(a) **respond** – notify the Company;

(b) **restore** – restore the Software affected by the Defect (which may include the provision of a workaround or alternative procedure to address the Defect, provided that this does not adversely affect the Software and the Contractor uses its best endeavours to limit the use of workarounds); and

(c) **rectify** – permanently fix the Defect,

promptly and in each case within the timeframes specified in the Service Levels.

40.3 **Service Levels**

The Contractor must meet or exceed the Service Levels and report on performance against the Service Levels in accordance with the Purchase Order. If the Contractor fails to meet a Service Level, it must pay the Company any applicable amounts calculated in accordance with the Purchase Order (**Service Credits**).

40.4 **Updates**

(a) The Contractor must offer Updates (which may include any improvements to, or extensions of, the existing functionality or performance of any software or firmware that forms part of the Software (each an **Update**)) promptly after they become available and, if requested by the Company, provide any information relating to that Update reasonably requested by the Company.

(b) If the Company notifies the Contractor that it wishes to use an Update, the Contractor must deliver the Update at no additional charge.

(c) The Company is not obliged to accept an Update. Where the Company notifies the Contractor that it does not wish to use an Update, the Contractor must continue to provide Support Services in relation to the existing Software.

40.5 **Defects**

(a) If the Contractor does not restore or rectify a Defect pursuant to clause 40.2 and the Company has:

(i) paid the Contractor for the Software with the Defect, the Contractor must repay the Company the Price for the Software with the Defect; or

(ii) not paid the Contractor for the Software with the Defect, the Company is not liable to pay the Contractor for the Software with the Defect.

(b) The Company's rights under clause 40.2 do not in any way affect:

(i) the Contractor's obligations under this Purchase Order; or

(ii) any of the Company's other rights under this Purchase Order or at Law, including the right to claim for any damage or loss it may suffer because of the Contractor's failure to fulfil any of its obligations under this Purchase Order.

41. WARRANTIES

The Contractor represents and warrants that:

(a) any Use of the Software or Documentation in accordance with this Purchase Order will not infringe the rights, including the Intellectual Property Rights and Moral Rights, of any person; and

(b) it has all authorisations from its Related Entities and any other third party it requires to grant the licence of the Software to the Company under clause 38.

42. CONDITIONS AS TO QUALITY OF THE SOFTWARE AND SUPPORT SERVICES

The Contractor must ensure that:

(a) the software and services supplied or performed by the Contractor match the description of the Software and Support Services in this Purchase Order;

(b) if the Contractor gave the Company a sample of the Software before the Company issued this Purchase Order, the Software corresponds with the sample;

(c) the Support Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;

(d) the Software and Support Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;

(e) the Software and Support Services are free of Defects;

(f) the Software conforms with and will, during the Defects Correction Period, comply with and perform in accordance with, the Specifications, including each Update, and any Updates will not degrade the functionality or performance of the Software in any way;

(g) the Software will be compatible and inter operate with any system, network, hardware, software or service with which it is to be Used by the Company and will not detrimentally affect the operation or performance of the system, network, hardware, software or service;

(h) the Software will not contain any Disabling Code; and

(i) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Software (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

43. TERMINATION

43.1 In respect of Software:

(a) if the Company terminates this Purchase Order under clause 9.1 the Company must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Purchase Order, and subject to clause 5, pay the Contractor for the Software supplied prior to the date of termination (and not yet paid);

(b) if the Company terminates this Purchase Order under clause 9.1 or 9.2, any Software licence granted under this Purchase Order will subsist as provided for in accordance with the terms of clause 38 notwithstanding the termination of this Purchase Order; and

(c) if the Contractor terminates this Purchase Order under clause 9.3, any Software licence granted under this Purchase Order will terminate upon termination of the Purchase Order.

43.2 In addition to the rights and obligations set out in this clause 43, upon this Purchase Order terminating or ending in accordance with this clause 43, or, in the case of a Fixed Term Licence, on the expiry of the Licence Term, the Company:

(a) must, subject to clause 43.2(b), within 20 Business Days:

(i) cease using the Software; and

(ii) return to the Contractor, or destroy, at the Company's option, all copies of the Software and Documentation in the Company's possession, custody or control; and

(b) may retain and continue to Use one copy of the Software and Documentation solely for archival and backup purposes.

44. INTELLECTUAL PROPERTY INDEMNITY

44.1 The Contractor indemnifies and holds the Indemnified Persons harmless in respect of any Loss suffered or incurred in connection with any claim that the Intellectual Property Rights, Moral Rights or any other rights of any person are or will be infringed by:

(a) the assignment or grant of any licence of any Intellectual Property Rights under this Purchase Order; or

(b) the Use of the Software and Documentation in accordance with this Purchase Order,

(an "**Infringement Claim**");

44.2 If an Infringement Claim is made and the Company requires, the Contractor must, at no cost to the Company and without prejudice to the Contractor's obligations under clause 44.1:

(a) procure for the Company the right to continue to Use the Software and Documentation in accordance with the terms of this Purchase Order; or

(b) replace or modify the Software and Documentation in a manner acceptable to the Company and ensuring that:

(i) there is no adverse effect on the functionality or performance of the Software;

(ii) the modified or replaced Software does not have an adverse effect on the Company's information systems or telecommunications networks; and

(iii) the modified or replaced Software and Documentation comply with the requirements of this Purchase Order.

APPENDIX D

CLOUD SERVICES

45. PROVISION OF CLOUD SERVICES

45.1 The Contractor must provide the Cloud Services to the Company during the Subscription Term in accordance with this Appendix D and the relevant Purchase Order.

45.2 Unless otherwise stated in a Purchase Order, the Company may renew the Subscription Term by a period equal to or less than the then-current Subscription Term by providing the Contractor with 30 days' written notice before the end of the then-current Subscription Term unless the Contractor otherwise notifies the Company in writing that the Contractor does not wish to renew the Subscription Term during that period.

46. LICENCE TO CLOUD SERVICES

46.1 The Contractor grants to the Company a worldwide, non-exclusive, irrevocable, royalty-free (other than the Price set out in this Purchase Order) right and licence during the Subscription Term, to:

(a) access and Use, and to allow any person authorised by the Company (each an **Authorised User**) to access and Use, the Cloud Services and the Documentation for the business purposes of the Company and any other member of the Company Group; and

(b) make as many copies of the Documentation as reasonably necessary to make full use of the Cloud Services and for backup, testing, disaster recovery, security and archival purposes at no additional charge.

47. PROVISION OF CLOUD SERVICES

47.1 As part of the Cloud Services, the Contractor must:

(a) provide and maintain any software applications, including application software, used in the Cloud Services;

(b) supply to the Company any Software required to be loaded on the Company's systems for the purpose of accessing and using the Cloud Services in the manner contemplated in the relevant Purchase Order;

(c) provide and maintain all infrastructure necessary to host the Cloud Services and ensure that it meets or exceeds the Service Levels contemplated in the relevant Purchase Order (if any);

(d) provide maintenance of and support for the Cloud Services, which at a minimum meets the requirements in clause 49;

(e) perform back-ups of the Company Data hosted in the Cloud Services in accordance with Good Industry Practice;

(f) perform maintenance of the security and integrity of the Cloud Services, and all Company Data within the Cloud Services, to ensure that no access to any Company Data can be gained by any person other than:

(i) an Authorised User with access rights appropriate to that Company Data; and

(ii) a limited number of authorised Contractor's Personnel who are administrators of the Cloud Services and who need access to the Company Data to provide the Cloud Services;

(g) provide all other services and supplies that are required to ensure that the Cloud Services are made accessible to Authorised Users in a functional and operational state for the purposes contemplated in the relevant Purchase Order; and

(h) provide Documentation sufficient to enable the Company to make full and proper Use of the Cloud Services.

47.2 The Contractor must host the Cloud Services, including all hosting environments for the Cloud Services, whether production, test and development and disaster recovery, in the location(s) specified in the relevant Purchase Order, unless otherwise agreed in writing by the Company. Without limitation to the foregoing, any change to the location of the hosting environment must not:

(a) adversely affect compliance by the Contractor with this Purchase Order or increase the risk of the Contractor not complying with this Purchase Order; and

(b) adversely affect the performance of the Cloud Services as experienced by the Authorised Users (and in particular not adversely affect the network latency between the Authorised User and the hosting environment of the Cloud Services).

48. UPDATES TO CLOUD SERVICES

48.1 The Contractor must provide at least 20 Business Days' notice to the Company prior to making any modifications or Updates to the Cloud Services that is not an AI Update.

48.2 Subject to clause 48.3, the Contractor must not make any modifications or Updates to the Cloud Services that are likely to:

(a) adversely vary the functionality or performance of the application software forming part of the Cloud Services (other than a modification or update which exclusively remedies a Defect, and does not vary any other functionality or adversely affect the use of the Cloud Services);

(b) affect the Company Data;

(c) alter any configurations or application programming interfaces that the Company is using as part of or in connection with the Cloud Services; or

(d) otherwise detrimentally affect the Authorised Users' use of the functionality of, the Cloud Services,

without the prior written approval of the Company.

48.3 If the Contractor proposes to introduce new AI Functionality or make any material Updates, upgrades or changes to any AI Functionality in the Cloud Services (**AI Update**), then:

(a) the Contractor must provide the Company with 60 days' written notice of the proposed AI Update, including a detailed description of how the AI Update will impact the Cloud Services and any information reasonably requested in relation to the Contractor's governance, processes or procedures to manage risks;

(b) if the Company does not agree to the proposed AI Update, the parties must work together in good faith to attempt to agree a suitable workaround for the AI Update; and

(c) if the parties are unable to reach agreement as to the implementation of the AI Update, the Company may terminate the Purchase Order (in whole or in part) by providing 30 days written notice to the Contractor at no additional cost to the Company provided that the Company has paid or pays the Price for the Cloud Services due or payable for the period prior to the date of termination.

49. SUPPORT SERVICES FOR CLOUD SERVICES

49.1 **The Contractor must:**

(a) ensure that all elements of the Cloud Services are regularly inspected, replaced and upgraded (as applicable) and that preventative maintenance is performed on them in accordance with the standards expected of a Professional Contractor;

(b) ensure that the Cloud Services conform with and will, during the Subscription Term, comply with and perform in accordance with, the Specifications, including each Update; and

(c) monitor the performance of the Cloud Services and notify the Company of any Defects as soon as these are known.

49.2 **The Contractor must operate a helpdesk service accessible via the methods specified in the relevant Purchase Order (if applicable), during the hours specified in the relevant Purchase Order (the Support Hours), in order:**

(a) to receive, respond to and action calls and emails from the Company in connection Defects; and

(b) for the Contractor to itself monitor the Cloud Services for Defects,

(the Helpdesk Service).

49.3 **The Contractor must provide the Helpdesk Service in the language or languages specified in the relevant Purchase Order, and must operate for, and be available to the Company during, the Support Hours.**

50. DEFECTS

50.1 **The Contractor must respond promptly to Defects in the Cloud Services (whether reported by the Company or otherwise identified by the Contractor), must resolve Defects promptly and must keep the Company regularly updated with the progress of resolution of Defects. The Contractor must record each Defect in a database so that it can monitor status, progress and effectiveness of responses.**

50.2 **The Contractor must promptly remedy any Defects, whether identified and reported by the Company as a Defect or otherwise identified by the Contractor. The time for remedy shall be based on the severity of the Defect, with the greater the severity of the Defect, the shorter the resolution period.**

50.3 **When a Defect is reported to the Contractor, or when the Contractor otherwise becomes aware of a Defect, the Contractor must:**

(a) respond – notify the Company;

(b) restore – restore the Cloud Services affected by the Defect (which may include the provision of a workaround or alternative procedure to address the Defect, provided that this does not adversely affect the Cloud Service and the Contractor uses its best endeavours to limit the use of workarounds); and

(c) rectify – permanently fix the Defect,

promptly and in each case within the timeframes specified in the Service Levels.

51. SERVICE LEVELS

The Contractor must meet or exceed the Service Levels and report on performance against the Service Levels in accordance with the Purchase Order. If the Contractor fails to meet a Service Level, it must pay the Company any applicable amounts calculated in accordance with the Purchase Order (**Service Credits**).

52. WARRANTIES

The Contractor represents and warrants that:

(a) any Use of the Cloud Services or Documentation in accordance with this Purchase Order will not infringe the rights, including the Intellectual Property Rights and Moral Rights, of any person; and

(b) it has all authorisations from its Related Entities and any other third party it requires to grant the licence of the Cloud Services to the Company under clause 46.1.

53. CONDITIONS AS TO QUALITY OF THE CLOUD SERVICES AND SUPPORT SERVICES

The Contractor must ensure that:

(a) the Cloud Services and related services supplied or performed by the Contractor match the description of the Cloud Services and Support Services in this Purchase Order;

(b) if the Contractor gave the Company a sample or trial of the Cloud Services before the Company issued this Purchase Order, the Cloud Services correspond with the sample or trial;

(c) the Support Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;

(d) the Cloud Services and Support Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;

(e) the Cloud Services and Support Services are free of Defects;

(f) the Cloud Services will be compatible and inter operate with any system, network, hardware, software or service with which it is to be Used by the Company and will not detrimentally affect the operation or performance of the system, network, hardware, software or service; and

(g) the Cloud Services will not contain any Disabling Code.

54. INTELLECTUAL PROPERTY INDEMNITY

54.1 **The Contractor indemnifies and holds the Company and its Related Entities harmless in respect of any Loss suffered or incurred in connection with any Software Infringement Claim, except to the extent that such claim, proceeding, demand or action is caused by the breach of this Purchase Order by the Company or the negligent act or omission of the Company, its Related Entities, or the Personnel of the Company or its Related Entities.**

54.2 **If a Software Infringement Claim is made and the Company reasonably requires, the Contractor must, at no cost to the Company and without prejudice to the Contractor's obligations under clause 54.1:**

(a) procure for the Company the right to continue to Use the Cloud Services and Documentation in accordance with the terms of this Purchase Order; or

(b) replace or modify the Cloud Services and Documentation in a manner acceptable to the Company and ensuring that:

(i) there is no adverse effect on the functionality or performance of the Cloud Services;

(ii) the modified or replaced Cloud Services do not have an adverse effect on the Company's information systems or telecommunications networks; and

(iii) the modified or replaced Cloud Services and Documentation comply with the requirements of this Purchase Order.

55. TERMINATION OR EXPIRY

55.1 **If the Company terminates this Purchase Order under clause 9.1 the Company must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Purchase Order, and subject to clause 5, pay the Contractor for the Cloud Services provided prior to the date of termination (and not yet paid).**

55.2 **Without limiting clause 55.1, upon termination or expiry of this Purchase Order or the relevant Subscription Term:**

(a) the Company:

(i) must cease using the Cloud Services; and

(ii) may retain and continue to Use one copy of the Documentation solely for archival and backup purposes; and

(b) the Contractor must:

(i) make all Company Data available for a minimum of 90 days and return it to the Company within 5 days of a request (in such format as the Company may reasonably request);

(ii) delete all copies of Company Data on request and certify that deletion has taken place, save to the extent that the Contractor is required to retain a copy in order to comply with any professional or regulatory obligations (in which case the Contractor must ensure that access remains restricted); and

(iii) provide the Company with reasonable exit and transition assistance, as described in the Purchase Order.

SCHEDULE 1

India GST Provisions

1. TAXES

1.1 Notwithstanding anything contrary contained herein, the following provisions shall govern the Contractor's obligations with respect to GST:

(a) Words and phrases defined in the GST Law shall have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.

(b) Unless expressly stated otherwise, the consideration payable under this Purchase Order is exclusive of applicable GST. The Company shall pay applicable GST to the Contractor subject to submission of a valid, original and duly signed Invoice issued by the Contractor in terms of GST Law. This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse charge.

(c) The Contractor shall raise the Invoice at the billing address provided by Company in the purchase order or as notified by Company in writing from time to time and shall accordingly determine the 'place of supply' pursuant to the GST Law.

(d) GST charged by the Contractor on the Invoices shall be final and no additional amount as GST, interest or penalty shall be claimed by the Contractor from the Company on account of the Contractor being subjected to any audit, scrutiny, assessment, recovery or any other proceedings. The Contractor is solely responsible for any such amounts.

(e) If the Company makes any Advance Payment to the Contractor, such payment should be treated as inclusive of GST and the Contractor shall be responsible for depositing the GST on Advance Payment with the government. The Contractor shall undertake all necessary compliances including issuance of receipt vouchers *etc.* as prescribed with respect to Advance Payment under the GST Law.

(f) If the Contractor's GST registration number is not included in the Invoice, the Contractor will be deemed to be an unregistered person under the GST Law and the requirements of the GST Law applicable to taxable supplies by unregistered persons to registered persons will be complied with. It is specifically agreed between the Parties that no GST would be paid to the Contractor in such cases.

(g) With respect to the Price, the Contractor specifically agrees that:

(i) It has passed on and undertakes to pass on to the Company all direct or indirect economic benefits that accrue or arise on account of introduction of the GST including as contemplated under the anti-profiteering provisions incorporated into the GST Law. The Company reserves its right to understand and seek the manner/ mechanism in which such benefits are passed on to it and the Contractor agrees to provide any information as may be required by Company in this regard;

(ii) The Contractor shall make all endeavours to ensure that its suppliers pass on all benefits arising out of introduction of GST Law including as contemplated under the anti-profiteering provisions incorporated in the relevant GST Law.

(h) The Contractor undertakes to indemnify, and keep indemnified, the Company from and against all losses (including loss of input tax credits), claims, proceedings, demands and actions of any nature, whether actual or threatened, made against the Company arising in connection with any failure by the Contractor to comply

with relevant obligations under GST Law including anti-profiteering obligations, mentioning incorrect particulars on the Invoice, failure to deposit GST with the government in timely manner, failure to file statutory returns in time, blacklisting or cancellation of registration of the Contractor.

(i) Any such indemnity amount recovered from the Contractor is exclusive of GST and any applicable GST will be recovered from the Contractor over and above such indemnity amount.

(j) If the Company disputes any Invoice and the payment of such Invoice remains pending for more than 180 days from the date of Invoice because no resolution is arrived at within 180 days, any interest payable by the Company to the government on account of reversal of input credits of GST shall be on account of the Contractor.

(k) Any debit note/credit note required to be issued by the Contractor on account of adjustment in Price must be issued in a timely manner as prescribed under GST Law. The Company shall not be responsible for any additional GST liability arising on account of delay in issuance of such debit /credit notes. Amount paid by the Company after such adjustment shall be deemed as full and final payment of the Invoice.

(l) If the Company is required under to GST Law to make any statutory deduction from amount payable under this Purchase Order, the Company shall only be liable to make payment under this Purchase Order net of such deductions. The Company shall issue a certificate to the Contractor with respect to such deduction in such time frame as may be prescribed under GST Law.

(m) The Contractor undertakes to notify the Company in writing immediately if the Contractor’s GST compliance ratings fall below 5 at any point in time.

(n) The Company reserves its right to immediately terminate this Purchase Order by notice in writing to the Contractor, if the Contractor has been blacklisted by any Authority appointed under GST Law or declared as non-compliant of anti-profiteering provisions under the GST Law.

SCHEDULE 2

Data Processing Activities

The data processing activities carried out by the Contractor under this Purchase Order are as follows:

Subject matter of Personal Information	The provision of the Supplies, as described in this Purchase Order.
Duration of processing	For the term of the Purchase Order.
Nature and purpose of processing	All processing required in connection with the provision of the Supplies, including as set out in the Purchase Order and as implied in the performance of the Services.
Categories of Personal Information processed	Personal Information relating to the data subjects listed below, which may include, without limitation: (i) for current or former Company Personnel and job applicants - name, title, contact data, job tile, CV, correspondent, payment information, administration information related to the Company's relationship with the data subject (such as financial data, dependents' data, equal opportunities data, location and travel data, passport information), professional life data (such as email traffic and content data, background check data, employment history, skills, awards or performance reviews or any other information relating to professional life), health data, data relating to personal life and (ii) for other data subjects – name, contact data, demographic information, unique IDs, IP address, usage activity, location data and opinion data.
Categories of data subjects	Data subjects may include, without limitation: current or former Company Personnel (including dependents where applicable), job applicants, Personnel of the Company's customers, prospects, vendors, affiliates, business partners or other related organisations.

SCHEDULE 3

Additional Software and Cloud Services Provisions

1. AI FUNCTIONALITY

1.1 The Contractor must ensure that all AI Functionality incorporated into the Software or the Cloud Services is designed and implemented to:

(a) enable effective human oversight, including the ability for the Company to monitor, intervene in, or disengage the AI Functionality or feature at any time;

(b) provide the Company with clear, accessible, and sufficient information to understand how the AI Functionality operates, including the logic, key factors, and data inputs that contribute to any output or decision; and

(c) supply, upon request, technical and other information reasonably necessary for the Company to explain or justify any output or decision to affected persons or regulators.

1.2 The Contractor warrants that any AI Functionality forming part of the Software or the Cloud Services has been developed, implemented, and operated in accordance with ethical, trustworthy, and responsible artificial intelligence principles, including transparency, accountability, safety, security, fairness, and mitigation of bias.

1.3 The Contractor must:

(a) comply with all applicable Company policies relating to AI Systems, as notified to the Contractor at the commencement of the relevant Purchase Order and as updated from time to time and notified in writing to the Contractor, provided that where a change to the policies causes a change to the scope of the Contractor's obligations under this Purchase Order, provided that the costs of such change can be substantiated by the Contractor to the Company's reasonable satisfaction, the Company will reimburse the Contractor for any reasonable costs directly incurred in implementing the change to the Contractor's obligations;

(b) regularly monitor, test, and validate the performance of AI Functionality including (as relevant to the AI Functionality) for bias, discrimination, and model drift, and promptly report any material issues to the Company;

(c) retain detailed records in human-readable form about the AI Functionality, including the data processed, interactions with other systems, and any changes or updates, that explain or could be used to explain the decisions made or facilitated by the AI Functionality;

(d) provide the Company with regular reports on the performance, accuracy, reliability, and risk management of AI Functionality, including the results from any tests conducted in accordance with clause 1.3(b) and details of any incidents relating to the AI Functionality; and

(e) not incorporate any AI Functionality into the Software or the Cloud Services that incorporates or employs a High-Risk AI System or that is otherwise banned or prohibited by any applicable Laws or any relevant Authority.

2. ADDITIONAL INFORMATION SECURITY REQUIREMENTS

2.1 The Contractor must, in each case, in accordance with Good Industry Practice:

(a) **(Encryption)** maintain and use cryptography to safeguard Company Data during transmission and at rest, including but not limited to password encryption;

(b) **(Patch Management)** implement patches and maintain patch management procedures that prioritise security patches for systems used to process Company Data;

(c) **(Network Security)** configure all network infrastructure to enforce the "principle of least privilege," including (i) filters that allow only the minimum required access/traffic, (ii) anti-spoofing filters, (iii) network ingress and egress filters, and (iv) access control lists and routing protocols;

(d) **(Web Security)** conduct regular periodic penetration tests (no less than annually) to identify and resolve security vulnerabilities in the applications and systems used by the Company and provide a summary of the test results to the Company;

(e) **(Authorisation and Access Controls)** maintain policy and role- based access controls to log user access information for compliance, audit, and incident investigation purposes;

(f) **(Secure Development and Source Code)** if applicable, incorporate security-by-design principles into the development and build process;

(g) **(Endpoint Security)** install and maintain anti-virus and anti-malware software on equipment connected to the network used to process Company Data, including servers, production, and training desktops to protect against potentially harmful viruses and malicious software applications; and

(h) **(Physical Security)** maintain and enforce robust physical security of data centres where Company Data is stored, accessed, or otherwise processed (or, to the extent any data centre is managed by a third party, ensuring that the third party does so)