

## PURCHASE ORDER TERMS AND CONDITIONS

### 1 Contract Formation

- 1.1 In consideration of the mutual promises and covenants set out in these terms and conditions, when the Company issues a Purchase Order to a Supplier, a contract between the Company and the Supplier will be formed, consisting of the Purchase Order and these terms and conditions which together are referred to as the “**Contract**”.
- 1.2 The Supplier is deemed to have accepted the terms of the Contract unless the Supplier gives written notice to the Company within five (5) Business Days of receipt that it rejects any terms herein.
- 1.3 In the event of any inconsistency, conflict, ambiguity or discrepancy between the Purchase Order and these terms and conditions, the terms of the Purchase Order will take precedence.
- 1.4 To the extent permitted by Law, if the Supplier’s terms and conditions are supplied to the Company in respect of the Goods and/or Services, those terms and conditions will be of no legal effect and will not constitute part of the Contract (notwithstanding any act, omission, representation, promise or other inducement of the Company, any Related Body Corporate of the Company or the Company’s Personnel, including if any Personnel of the Company accepts, signs or acknowledges those terms and conditions or attaches those terms and conditions to a Purchase Order).
- 1.5 The Supplier acknowledges that these terms and conditions may be updated between orders without notice to the Supplier, and any new terms or alterations to existing terms will be subject to clause 1.2 above.
- 1.6 Where there is an existing and current written contract between you and us in relation to the Goods and/or Services the subject of the Purchase Order, then:
- the reference to the Purchase Order terms and conditions must be read as a reference to the existing contract; and
  - these terms and conditions do not apply to the Purchase Order.

### 2 Definitions

- 2.1 In these terms and conditions, unless the context requires otherwise:
- Anti-Bribery and Corruption Law** means any law relating to the prevention of bribery, fraud, kickbacks or other corrupt acts, including but not limited to the *Criminal Code Act 1995* (Cth) (Australia), the *Foreign Corrupt Practices Act 1977* (United States), the *Bribery Act 2010* (United Kingdom) and the *Anti-Corruption Act 8 of 2003* (Namibia).
- Anti-Bribery and Corruption Policy** means any policy or procedure of the Company related to the prevention of bribery, corruption, fraud, kickbacks or other corrupt acts, including the following policies published on the website [www.ccopper.com](http://www.ccopper.com) (as such policy or procedure may be revised from time to time) which includes: (a) Anti-Bribery & Corruption Policy; (b) Business Conduct and Ethics Policy; (c) Anti-Fraud Policy (d) Whistleblower Policy; and (e) Economic Sanctions Policy.
- Authority** means any government department, local government council, government or statutory authority; or any other party under a Law, which has a right to impose a requirement or whose consent is required by a legislative instrument with respect to, or in connection with, the supply of the Deliverables.
- Business Day** means a day other than a Saturday, Sunday or public holiday in the jurisdiction(s) where the Site(s) are located.

**Company** means Consolidated Copper Corp, an international business company incorporated in the Republic of Seychelles with company number 234418.

**Contract** has the meaning given pursuant to clause 1.1 of these terms and conditions.

**Contract Price** means the total amount payable to the Supplier in relation to the Deliverables, as specified in the Purchase Order.

**Defects** means any aspect of the Goods and/or Services not in accordance with the Contract, or any damage, error, omission, nonconformity, malfunction, deficiency, fault or inadequacy in the design, performance, workmanship, quality or makeup of the Goods and/or Services.

**Delivery or Delivered** means the delivery of Deliverables by the Supplier to the Delivery Location and their subsequent acceptance by the Company.

**Delivery Date** means the time and date for Delivery as specified in the Purchase Order.

**Delivery Location** means this place specified in the Purchase Order where Deliverables are to be Delivered.

**Deliverables** means the Goods and/or Services to be Delivered as described in Purchase Order.

**Goods** means the goods specified in the Purchase Order (including any part of the goods specified).

**Intellectual Property Rights** means any patents, know-how, designs, databases, copyrights, trademarks, brands, logos, business names, moral rights and any other intellectual property rights.

**Invoice** means a tax invoice (issued in accordance with the relevant local tax Laws) supplied under the Contract.

**Law** means:

- the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and
- the lawful requirements, directions or instructions of any Authority.

**Liabilities** means damages, claims, losses, liabilities, costs and expenses of any kind (including legal costs on a full recovery basis).

**Personnel** means:

- in relation to the Supplier, any of its employees, agents and representatives, and any Sub-Contractors and any of the employees, agents and representatives of any Sub-Contractors, involved either directly or indirectly in the supply of the Goods and/or Services; and
- in relation to the Company or a Related Body Corporate of the Company, any of their respective past or present officers, employees, agents or representatives.

**Public Official** means any public official, any official or employee of any government, Authority, political party, state owned enterprise or a public international organization, or any representative of any of the foregoing.

**Purchase Order** means the purchase order issued by the Company to the Supplier in respect of the supply of the Goods and/or Services, and includes any specifications or drawings that may be contained in it or annexed to it.

**Related Body Corporate** means, in relation to one entity (the first entity), any other entity which, directly or indirectly, controls, is controlled by or is under common control with, the first entity. It includes: (a) an entity which is a related body corporate, related company or affiliate of the first entity under the Governing Law; and (b) in relation to the Company, any entity from time to time participating in or carrying on a joint venture business or partnership in which the Company or any of its Related Bodies Corporate has a participating interest or is otherwise entitled to cast (or control the casting of) not less than 30% of the maximum number of votes that might be cast

at a general meeting of the managing body of that joint venture or partnership.

**Relevant Requirement** means the Anti-Bribery and Corruption Law and the Anti-Bribery and Corruption Policy.

**Sanctioned Entity** means an entity that is the subject of sanctions imposed by Sanctions Laws.

**Sanctioned Individual** means a natural person who is the subject of sanctions imposed by Sanctions Laws.

**Sanctions Laws** means laws and regulatory requirements relating to the implementation of all applicable sanctions imposed by the laws, regulations and resolutions of the United Nations and the European Union and/or the laws and regulations of Australia, the United States of America, the United Kingdom, Namibia and each of the countries in which the Company operates or trades.

**Services** means the services specified in the Purchase Order (including any part of the specified services and the results of the specified services).

**Site** means any place owned or controlled by the Company where the supply of the Deliverables may be performed by the Supplier.

**Sub-Contractor** means any person engaged by the Supplier to supply all or any part of the Goods and/or perform all or any part of the Services on behalf of the Supplier.

**Supplier** means the person or company referred to in the Purchase Order as the Supplier of the Goods and/or Services to the Company.

**Tax or Taxes** means any and all taxes, fees, withholdings, imposts, levies, duties or other charges of any nature, together with any penalties, fines or interest thereon (but excludes VAT).

**VAT** means any and all forms of direct or indirect taxes levied by reference to added value or sales, and any penalties and interest amounts payable in connection therewith.

**Warranty Period** means the period of twelve (12) months from the date of Delivery of the Goods or twelve (12) months from the date on which the performance of the Services are completed (and in the event that both Goods and Services are being supplied under this Agreement, the Warranty Period shall expire on whichever period ends later).

2.2 In the interpretation of the Contract:

- (a) the words "including" and "include" are references to "including, but not limited to";
- (b) words importing the singular include the plural and vice-versa; and
- (c) no rule of contract interpretation applies to the disadvantage of one party merely because that party was responsible for the preparation of the Contract or the inclusion of a provision in the Contract.

### 3 Supply of Deliverables

- 3.1 The Supplier must supply the Deliverables at the Delivery Location and by the Delivery Date (or if no Delivery Date is specified within a reasonable time after the entry into this Contract has been accepted. Time is of the essence.
- 3.2 A failure by the Supplier to supply any part of the Deliverables to the Delivery Location by the Delivery Date, or perform any part of the Deliverables by the Delivery Date (as may be applicable), will constitute a material breach of the Contract and the Company may:
  - (a) deduct from payments due to the Supplier under the Contract; and/or
  - (b) direct the Supplier to remedy such failure within a reasonable specified period of time. If the Supplier fails to remedy such failure within the specified period, the Company may terminate the Contract by notice to the Supplier in accordance with clause 10.
- 3.3 Non-compliant or partial provision of the Deliverables by the

Delivery Date constitutes a failure under clause 3.2 unless the Company confirms in writing that partial performance or Delivery is acceptable.

- 3.4 The Supplier must at its own expense obtain all licences, certificates and consents required by any Authority or otherwise under applicable Law for the supply of the Deliverables, and produce evidence to the Company upon demand.

### 4 Acceptance and Non-compliant Deliverables

- 4.1 The Supplier must, at no additional cost to the Company, ensure that all Deliverables are provided in a professional manner consistent with best industry practice.
- 4.2 Notwithstanding that payment has been made to the Supplier, the Company will not be deemed to have accepted any Deliverables unless the Company has had a reasonable opportunity to inspect them and has notified the Supplier of the Company's acceptance.
- 4.3 Notwithstanding any prior acceptance of the Deliverables, during the Warranty Period the Company may by written notice to the Supplier reject any part of the Deliverables that is defective or does not comply with the Contract.
- 4.4 If the Company rejects any Deliverables under clause 4.3, the Supplier must re-perform or re-supply such rejected Deliverables within such period of time as is reasonably directed by the Company.
- 4.5 If such Deliverables are not re-performed or re-supplied by the Supplier in accordance with clause 4.4:
  - (a) such Deliverables may be re-performed or re-supplied by the Company (and any additional costs incurred by the Company in this regard shall be to the Supplier's account); and/ or
  - (b) the Company may immediately terminate the Contract in whole or part and the Supplier must refund within fourteen (14) days any payments made by the Company for any Deliverables rejected by the Company.
- 4.6 The Company's acceptance of any Deliverables does not operate to release the Supplier from any of its warranties, obligations or liabilities under or in connection with this Contract.

### 5 Warranties, Risk and Title

- 5.1 The Supplier represents and warrants that in respect of any Goods supplied under this Agreement: (a) it has good title to the Goods and the right to transfer title to the Goods free and clear of any lien, charge, claim or other encumbrance of any kind; (b) the Goods will conform to any specifications and/ or standards provided by the Company (or provided by the Supplier and approved by the Company); (c) the Goods shall be provided in accordance with applicable Laws; and (d) the Goods shall be free from Defects in design, material and workmanship.
- 5.2 The Supplier represents and warrants that in respect of any Services supplied under this Contract: (a) the Services will conform to any specifications and/ or standards provided by the Company (or provided by Supplier and approved by the Company); (b) the supply of the Services shall comply with applicable Laws; and (c) the Services shall be performed expeditiously and with the standard of care, skill and diligence that would normally be expected of a reputable and competent organisation providing services similar to the Services with the highest regard for safety.
- 5.3 Without prejudice to the Company's rights under clause 4, ownership of the Deliverables shall pass to the Company on the earlier of:
  - (a) Delivery of the Deliverables; and
  - (b) payment of the Contract Price to the Supplier for the Deliverables.

5.4 Where ownership of Goods passes to the Company before Delivery, the Supplier must ensure that such Goods are properly stored and protected, kept separate from goods of a similar nature, and labelled the property of the Company.

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## 6 Total Price, Payment and Set-Off

### 6.1 Total Price

- (a) Subject to the Company's receipt and acceptance of the Goods in accordance with the Contract and/or the provision of the Services in compliance with the requirements of and the standards provided for in the Contract, the Company must pay the Contract Price to the Supplier for the Goods and/or Services in the currency stated on the Purchase Order.
- (b) The Contract Price is deemed to include:
  - (i) any applicable Taxes (excluding VAT); and
  - (ii) all expenses incurred by the Supplier in relation to the supply of the Goods and/or Services (except to the extent otherwise expressly stated).

### 6.2 Payment

- (a) Unless the Company agrees otherwise in writing, the Supplier must render an Invoice to the Company at the end of the month in which the Goods are delivered and/or the Services are performed.
- (b) Subject to the other provisions of the Contract, and unless the parties agree otherwise, the Company must pay to the Supplier the amount shown on an Invoice within forty-five (45) days after the end of the month in which the Invoice was received by the Company.
- (c) Each Invoice shall contain reasonable details of the Goods supplied and/or the Services performed and quote the Purchase Order number provided to the Supplier by the Company in respect of the Goods and/or Services.
- (d) If the Company disputes all or any part of the Invoice, the Company must pay the undisputed amount (if any) and notify the Supplier of the basis for disputing the balance before the due date for payment of the Invoice referred to in clause 6.2(b).
- (e) The payment by the Company of any amount (whether in dispute or not) will not constitute acceptance of the Goods and/or Services or admission of any liability or obligation to make that payment.

### 6.3 Set-Off

The Company may deduct from moneys due to the Supplier any money due or payable or claimed to be due or payable from the Supplier or its Personnel to the Company under or for breach of the Contract or otherwise, including but not limited to:

- (a) all debts and moneys due from the Supplier or its Personnel to the Company; and
- (b) all Liabilities which the Company may have paid, suffered or incurred which the Supplier or its Personnel is or are liable to bear, pay or reimburse to the Company.

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## 7 Health, Safety and Environment

7.1 The Supplier must, and must ensure that all its Personnel:

- (a) at all times when on Site, act in accordance with the Company's policies and procedures;
- (b) at all times comply with all applicable Laws;
- (c) at all times when on Site, comply with all reasonable directions of the Company (including in relation to health and safety, industrial relations and environmental matters);
- (d) obtain and maintain, at the Supplier's expense, all licences or permits required under applicable Laws for the conduct of all activities performed by them in connection with this Contract;
- (e) adhere to accepted safe working practices and take reasonable precautions against accident or damage occurring on or to any Site from any cause;
- (f) minimise disruption to the operating Site;
- (g) not harm or damage the environment in the course of

undertaking activities in connection with this Contract; (h) immediately report to the Company and clean up at its own cost any damage to the environment caused by it or its Personnel, in connection with the supply of the Goods and/or performance of the Services under this Contract;

- (i) ensure the safe transportation, handling, storage and usage of all substances brought onto the Site in connection with the supply of the Goods and/or performance of the Services under this Contract; and
- (j) provide all 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 Contract, the supply of the Goods or the performance of the Services.

7.2 If the Supplier or any of its Personnel fail to comply with any of the requirements of this clause 7, the Company may in its absolute discretion deny that person or those persons access to the Site or permit such access subject to terms and conditions the Company thinks appropriate.

7.3 The Supplier acknowledges and agrees that if it enters onto a Site, it does so at the Supplier's own risk. The Supplier must ensure that its Personnel are also aware that they enter onto a Site at their own risk.

7.4 The Supplier and its Personnel must permit the Company to have access to the Supplier's premises, documentation and data and to interview the Supplier's Personnel in connection with the supply of the Goods and/or the performance of the Services, as necessary for the Company to verify, monitor and audit the Supplier's compliance with the health, safety and environmental conditions in this clause 7 and the Company's policies and procedures identified in clause 7.1(a).

7.5 Nothing in this clause 7 limits or removes any obligation or duty imposed in the Supplier or any of its Personnel to secure or have regard to the health and safety of any of its Personnel.

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## 8 Supplier's Insurance

8.1 No provision contained in this insurance clause or the failure of the insurance policies to respond for any reason, will limit the Supplier's liability to indemnify the Company in accordance with this Contract.

8.2 The Supplier shall effect and maintain throughout the term of this Contract, at its own expense, the following insurances:

- (a) **Public and Product liability Insurance** – covering all legal liabilities to pay damages or compensation arising out of any injury to or death of any person or any loss of or damage to (including resulting loss of use) any property. Such insurance must, unless prohibited by law:
  - (i) provide cover in respect of each and every occurrence for public liability and in the annual aggregate for products liability for an amount not less than US\$10,000,000 and in respect of public liability must be unlimited as to the number of claims which can be made under the policy;
  - (ii) insure as principal under the contract for its vicarious contingent liability, the Company (and its Personnel for their respective rights and interests) with respect to liability the Company may incur due to acts and omissions of the Supplier;
  - (iii) include a cross liability clause noting that each insured party shall be considered a separate entity and that the insurance shall apply as if a separate policy has been issued to each insured party;
  - (iv) cover the Company's goods in the possession or custody of the Supplier and held off the premises

- or Site for an amount not less than the replacement value of those goods; and
- (v) provide that the policy is extended to cover worker-to- worker injury liability risks.
- (b) **Workers' Compensation Insurance** – covering all liabilities, whether arising under statute, common law or civil law, in relation to the death of, or injury to, Supplier's workers or any person deemed to be a worker. Such insurance must, unless prohibited by law:
  - (i) be in the names of the Supplier and the Supplier's subcontractors for their respective rights and interests, and
  - (ii) be endorsed to protect the interests of the Company as principal under the Contract for benefits under statute and at common law; and
  - (iii) waive all express or implied rights of subrogation against all insured parties.
- (c) **Motor Vehicle/Automobile Third Party Liability Insurance** – covering all legal liability to pay damages or compensation arising out of any injury to or death of any person or any loss of or damage to any property caused by the ownership, possession, operation or use of registered motor vehicles (which shall include any item of plant or equipment which is required to be licensed in accordance with the requirements of any statute relating to motor vehicles) belonging to or under the physical or legal care custody or control of the Supplier. Such insurance must:
  - (i) be for the lesser of an amount of not less than US\$10,000,000; or the statutory limit in the relevant country, state or territory, in respect of each and every loss and unlimited in the aggregate in respect of all losses occurring during each period of insurance;
  - (ii) unless prohibited by law, be endorsed to:
    - (A) insure, as principal under the contract, for its vicarious contingent liability, the Company (and its personnel for their respective rights and interests) with respect to liability the Company may incur due to acts and omissions of the Supplier; and
    - (B) include a cross liability clause noting that each insured party shall be considered a separate entity and that the insurance shall apply as if a separate policy has been issued to each insured party.

In addition, the Supplier shall comply with all statutory requirements concerning the arrangement of compulsory motor vehicle insurance.

- (d) **Professional Indemnity Insurance** (where the Supplier is providing specialist advice or opinions) – for an amount not less than US\$5,000,000, covering liability resulting in a financial loss to the Company, arising from the Company relying upon the opinion, advice or guidance from the Supplier.

### 8.3 General Requirements for all Insurances

- (a) Notwithstanding anything to the contrary, the Supplier will be responsible for and will bear the cost of any excess applicable to the insurances provided for in the insurance paragraphs above.
- (b) The Supplier must provide the Company with such evidence as the Company may require that the Supplier and Sub-Contractors are, and remain, insured.
- (c) In the event that the Supplier fails to effect or maintain any of the Supplier's insurances, the Company may at its sole option and without being under any duty or obligation to do so:
  - (i) effect and maintain such insurances and deduct

- the cost thereof from any moneys due to the Supplier; and/or
- (ii) treat the failure to insure as a default under the Contract.
- (d) This insurance clause will survive the early termination of the Contract.
- (e) The Supplier will ensure that its Sub-Contractors have the benefit of, or effect and maintain insurances similar to, the insurances required to be effected by the Supplier.
- (f) The Supplier and its Sub-Contractors are responsible for insuring their own vehicles, plant and equipment. No insurance coverage is provided by the Company.

## 9 Indemnities and Liabilities

### 9.1 Indemnities

- (a) Subject to clause 9.1(b), the Supplier must indemnify and keep indemnified the Company against any Liabilities arising directly or indirectly from:
  - (i) any breach by the Supplier or the Supplier's Personnel of the Contract (including breach of any warranty);
  - (ii) any negligent, reckless or intentional act or omission of the Supplier or the Supplier's Personnel, including any such act or omission resulting in:
    - (A) damage to, or loss or destruction of, any property of the Company, the Company's Personnel or any third party; or
    - (B) personal injury, illness or death to any person;
  - (iii) breach of Law by the Supplier or the Supplier's Personnel;
  - (iv) any claim made by the Supplier or the Supplier's Personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal; and
  - (v) the receipt of the Goods and/or Services, or the Company's possession, use or exploitation of any materials supplied, or Intellectual Property Rights assigned or licensed, by the Supplier to the Company under or in connection with the Contract infringing the rights (including Intellectual Property Rights) of any person, and all claims alleging such infringement.
- (b) The Supplier will not be liable under clause 9.1(a) to the extent that the Liability was caused, or contributed to, by the negligent acts, negligent omissions or wilful misconduct (as applicable) of the Company or any Related Body Corporate of the Company.

### 9.2 Limitation of Liability

- (a) Subject to clause 9.2(b), the aggregate liability of the Supplier to the Company under or in connection with the Contract shall not exceed an amount equal to the Total Price (**Liability Limitation**).
- (b) The Liability Limitation in clause 9.2(a) does not apply to any Liability of the Supplier, including under an indemnity whether or not expressly referred to in this clause, for:
  - (i) a failure by the Supplier to effect and maintain the insurances required by the Contract;
  - (ii) events or circumstances in respect of which insurance proceeds are available, and amounts so received will not be included when calculating the Liability Limitation;
  - (iii) events or circumstances in respect of which



- insurance proceeds would have been available under insurance required by the Contract in relation to those events or circumstances but for:
- (A) a failure of the Supplier to obtain or maintain the insurances in accordance with clause 8;
  - (B) a failure by the Supplier to claim under the relevant insurances (or comply with the claim procedures under the relevant insurances); or
  - (C) the Supplier not complying with any provision, obligation or duty owed under the relevant insurance policy;
- (iv) personal injury, illness or death of any person;
  - (v) loss of, or damage to any property of the Company, the Company's Personnel or any third party;
  - (vi) infringement of any Intellectual Property Rights;
  - (vii) breach of confidentiality obligations;
  - (viii) fraud or dishonestly;
  - (ix) unlawful or illegal acts; or
  - (x) negligent, reckless or intentional act or negligent omission.
- (c) Subject to clause 9.2(d), the Company's aggregate liability to the Supplier under the Contract shall not exceed an amount equal to the Total Price.
  - (d) The limitation in clause 9.2(c) does not apply to the liability of the Company to pay the Total Price in accordance with and subject to the terms of this Contract.

### 9.3 Exclusion of Liability

- (a) In this clause "**Excluded Loss**" means:
  - (i) any indirect and consequential loss; and
  - (ii) loss of use, loss of actual or anticipated revenues, loss of income or profits, loss of goodwill, loss of bargain or loss of opportunities, anticipated savings or loss of or corruption of data.

For the purpose of the definition of "Excluded Loss", 'indirect and consequential loss' means, and will be strictly limited to, Liability which:

  - (iii) at the time of entering into the Contract, was in the contemplation of the parties as being the probable result of the event giving rise to the Liability and that comprised of special circumstances of which the parties were aware; and
  - (iv) does not arise naturally according to the usual course of things.
- (b) Subject to clause 9.3(c), neither party shall be liable to the other party for any Excluded Loss which may be suffered by the other party under or in connection with this Contract.
- (c) The limitation in clause 9.3(b) does not apply to liability of either party, including under an indemnity whether or not expressly referred to in this clause, for:
  - (i) with respect to the Supplier, any Excluded Loss covered by insurance proceeds that are available under insurances required by the Contract in relation to that event or circumstance;
  - (ii) personal injury, illness or death or any person;
  - (iii) breach of confidentiality obligations;
  - (iv) fraud or dishonestly;
  - (v) unlawful or illegal acts;
  - (vi) negligent, reckless or intentional act or negligent omission; or
  - (vii) liability under an indemnity relating to infringement of Intellectual Property Rights.

## 10 Termination

- 10.1 The Company may at any time terminate this Contract by giving the Supplier thirty (30) days' written notice.
- 10.2 Either party may terminate this Contract immediately upon giving the other party notice in writing if the other party:
  - (a) has breached any material term of this Contract, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
  - (b) has breached the provisions of clause 13; or
  - (c) has a liquidator, administrator, receiver or manager appointed to it or any of its assets, enters into a scheme of arrangement (other than for the purposes of a solvent reconstruction) or has execution levied against any of its property.
- 10.3 Notwithstanding the termination of this Contract each party shall remain responsible for any obligations or liabilities owed at or arising out of circumstances or transactions occurring prior to the date of termination until satisfied in accordance with the terms of this Contract as though this Contract had not been terminated.

## 11 Confidentiality

- 11.1 The Supplier must treat all information, data and materials provided by the Company (including this Contract) as confidential and must not disclose it to any third party without the Company's prior written consent or use it other than for the supply of the Deliverables.
- 11.2 Clause 11.1 does not apply to the disclosure of information, data or materials which the Supplier proves is required to be disclosed by order of any court or under the requirements of any applicable law, provided in those circumstances the Supplier must, to the extent it is legal to do so, notify the Company as soon as reasonably practicable so as to allow the Company to take any steps it may consider necessary to resist production.
- 11.3 Upon termination or expiry of the Contract and/or upon the Company's request, the Supplier must return or, at the Company's option, destroy all such information, data and materials.

## 12 Intellectual Property Rights

- 12.1 Ownership of all Intellectual Property Rights created by providing or performing the Deliverables will vest in the Company.
- 12.2 Intellectual Property Rights existing prior to commencing the Deliverables will remain with the owner and the owner grants an irrevocable, worldwide, non-exclusive, transferable, royalty free and perpetual licence to the other party to use those rights for the sole purpose of supplying or benefiting from the Deliverables or using, copying or modifying the Deliverables.
- 12.3 The Supplier shall ensure that the supply of the Deliverables, or the use, copying or modifying of the Deliverables by the Company, does not infringe any Intellectual Property Rights of another person or entity.

## 13 Anti-Bribery and Corruption, Sanctions and Human Rights

- 13.1 **Anti-Bribery and Corruption**  
The Supplier must:
  - (a) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
  - (b) have and maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and enforce them where appropriate;
  - (c) not prepare, approve or execute any contract or other document or make any record in connection with this Contract that the Supplier knows, or ought reasonably know, is false, inaccurate or misleading;

- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract which will or may be in breach of the Relevant Requirements; and
- (e) procure, and be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with this Contract on behalf of the Supplier or under its supervision or control.

### 13.2 Sanctions

- (a) The Supplier must comply with all applicable Sanctions Laws in exercising its rights and performing its obligations under this agreement.
- (b) The Supplier must not supply to the Company any Goods and/or Services sourced in whole or in part:
  - (i) in contradiction of Sanctions Laws;
  - (ii) from a Sanctioned Entity; or
  - (iii) from a Sanctioned Individual.
- (c) The Supplier represents and warrants that:
  - (i) The supplier is not, and is no way connected with, a Sanctioned Entity or a Sanctioned Individual; and
  - (ii) The Supplier does not, nor will it, sell any products acquired from a Sanctioned Entity or any Sanctioned Individual or acquired in contradiction of Sanctions Laws.

### 13.3 Human Rights

- (a) The Supplier agrees:
  - (i) that it will not engage in any conduct that is inconsistent with recognised international human rights Laws and standards and local Laws in the countries in which it operates, including as outlined in the United Nations Guiding Principles on Business and Human Rights;
  - (ii) that it will not use forced, bonded or involuntary labour to perform any Services in relation to this Contract; and
  - (iii) that children will not be hired to work in relation to this Contract before completing their compulsory education (as determined by any applicable local Laws) and, in any event, subject to relevant exceptions in the *Minimum Age Convention 1973*, will not be hired to work at the age of fifteen or younger; and
  - (iv) that it will not procure or sell any goods or services acquired or performed in connection with this Contract in contradiction with clauses 13.3(a)(i), (ii) or (iii).
- (b) The Supplier will record and report all credible allegations against it, of human rights abuses and violations of international human rights Laws and standards or local Laws, to the Company within a reasonable time.
- (c) The Supplier understands that the obligations contained in this clause 13.3 are essential to this Contract. The Supplier agrees to indemnify the Company and hold the Company harmless with respect to any liability arising from any contravention of this clause by the Supplier.
- (d) Subject to clause 13.3(e), if the Company determines that a contravention of this clause 13.3 has occurred, the Company shall notify the Supplier in writing and the Supplier shall remedy the contravention immediately and in any event by no later than fourteen (14) days from receiving such notification (or take such other action as required by the applicable Law). In the event that the Company determines that Supplier has not remedied the contravention fourteen (14) days (or taken such other action as required by the applicable Law) after

receiving such notification, then the Company may terminate this Contract immediately and such termination shall be for cause.

- (e) If the Company determines that a contravention of this clause 13.3 has occurred, the Company at its absolute discretion may elect to instead terminate this Contract by providing twenty-four (24) hours written notice to the Supplier of its intention to terminate under this clause 13.3(e). Such termination shall be effective immediately upon expiry of the 24 hour period and shall be for cause.

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## 14 Governing Law and Jurisdiction

- 14.1 This Agreement shall be governed by, and construed in accordance with, the laws in force in England and Wales.

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## 15 Miscellaneous

- 15.1 The Supplier shall not assign, transfer or novate the Contract or subcontract the performance of all or any part of the Deliverables without the Company's prior written consent.
- 15.2 All notices must be in writing, addressed and delivered to the address and/or sent to the email address shown on the Purchase Order, or any other address notified in writing by one party to the other in accordance with this clause 15.2.
- 15.3 Proof of posting by couriered mail of a notice in accordance with this clause is proof of receipt of such notice on the second clear Business Day after posting. Any notice sent by email will be deemed to have been delivered at the time when it enters the recipient's mail server.
- 15.4 The parties acknowledge and agree that the relationship between the Company and the Supplier is that of principal and independent contractor. Nothing in the Agreement will be deemed to constitute either the Supplier or any of its personnel an employee, partner, agent or representative of the Company.
- 15.5 The Supplier or any of its personnel must not act as agent of the Company or in any way bind the Company to any obligation, except with, and to the extent of, the prior written authority of the Company.
- 15.6 A party waives a right under this Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
- 15.7 If a provision of this Agreement would, but for this clause, be unenforceable the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of this Agreement.
- 15.8 No variation of the Agreement shall be effective unless it is in writing and signed by the parties.
- 15.9 Each party to this Agreement agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement and the transactions contemplated by it.
- 15.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
- 15.11 Save for the rights conferred on the Company's directors, employees and agents under the clause 9 of this Agreement (which are intended to be enforceable by such third parties), no term of this Agreement is intended to be enforceable by third parties and, where an obligation or right is expressed to be enforceable by a third party, expressly or otherwise the consent of that third party will not be required to rescind or vary the relevant term.