

Purchase Order Standard Terms & Conditions

1. **The Contract:** The following documents shall form the "Contract": (a) the Company's purchase order, including as issued through the Company's electronic purchase order system ("Order"); (b) these general terms and conditions ("Conditions"); and (c) any other document expressly incorporated either by reference in or as attached to the Order. These documents shall be read as one document, the contents of which, in the event of ambiguity or contradiction, shall be given precedence in the order listed above. The Order sent by the "Company" to the "Contractor", as such parties are more particularly identified in the Order, shall be an offer by the Company for the Contractor to carry out the Work. This offer shall not be accepted until whichever is the earlier to occur of receipt by the Company of the Contractor's written acceptance or the carrying out of any part of the Work by any member of the Contractor Group, which shall constitute unconditional acceptance. The Contract shall be effective from the date of acceptance as determined in accordance with the foregoing or such other date as agreed by the Parties ("Effective Date") and shall continue in effect for so long as the Parties continue to have any rights, liabilities or obligations under the Contract. Except as expressly provided in the Order, these are the only terms and conditions on which the Company shall contract with the Contractor for the Work to the exclusion of all other terms or conditions.
2. **Definitions:** "Affiliate" means in respect of any person, another person that Controls, is Controlled by, or is under common Control with, the first person, provided that in respect of the Company members of the Shell Group and/or the Equinor Group shall be deemed not to be Affiliates of the Company. "Applicable Laws" means all applicable laws and associated requirements of any Authority, including conventions, regulations, directives, statutes, statutory instruments, ordinances, by-laws, orders, notices, decisions, decrees, codes, rules, guidance, guidelines and codes of practice. "Authority" means any international, national, federal, state, provincial, territorial, regional, municipal or local legislative, governmental or regulatory authority, including any branch, division, ministry, department, agency of the same, and any court, tribunal, commission, board or similar authority, with jurisdiction over the Company Group, the Contractor Group, the Work, the Worksite or any matter arising under the Contract. "Background IPR" means all Intellectual Property Rights that are not Foreground IPR. "Claims" means claims, liens, judgments, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses (including legal fees and expenses) or causes of action, of whatever nature, including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors. "Company Group" means the Company, its Co-Venturers, its and their Affiliates, the Company's other contractors and subcontractors (of any tier) performing work at the Worksite and the respective agents, directors, officers, employees, consultants and agency personnel of all of the foregoing, but shall not include any member of the Contractor Group. "Consequential Loss" means: (a) consequential or indirect loss under English law; and (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in sub-Clause (a) of this definition and whether or not foreseeable at the Effective Date. "Contract Documentation" means any documentation in any form, including electronic, magnetic, optical or tangible media, which is, or is required to be, produced, processed, stored, provided or transmitted by or on behalf of the Contractor to or for any member of the Company Group in accordance with the Contract or in contemplation of or the performance of, or for the purposes of, the Work, including text, drawings, diagrams, spreadsheets, tables, certificates, estimates, programmes, manuals, records, studies, reports, charts, designs, engineering documents, plans, images (still or moving) and sounds (together with any database made up of or including any of these) or any other data and information of any kind. "Contractor Group" means the Contractor, its Subcontractors, its and their Affiliates and the respective agents, directors, officers, employees, consultants and agency personnel of all of the foregoing. "Control" means the power of a person to secure, directly or indirectly, that all or substantially all of the affairs of the other person are conducted in accordance with its wishes (whether such power is enjoyed through the holding of shares, possession of voting rights, a provision of the articles of association, constitution, partnership deed or other document regulating the affairs of any person or otherwise). In particular, a person shall be deemed to control a body corporate if: (a) they hold a majority of the voting rights in the body corporate; or (b) they have the right to appoint or remove a majority of the directors of the body corporate. "Co-Venturer" means any entity with whom the Company is or may be from time to time a party to a joint operating agreement, or utilisation agreement or similar agreement relating to the operations for which the Work is being performed and the successors in interest of such Co-Venturer or the assignees of any interest of such Co-Venturer. "Defects Liability Period" means twelve (12) months from the date of completion of the Services, provided that in the case of any defect in the Services (including in any previously rectified Services) that the Company identifies during the Defects Liability Period and which the Contractor is required to rectify in accordance with the Contract, the Defects Liability Period shall be extended until twelve (12) months from the date on which such defect is rectified in accordance with the Contract. "Equinor Group" means Equinor ASA and any person Controlled by Equinor ASA, other than Adura Energy Limited (company number 07403376) and any person Controlled by Adura Energy Limited. "Foreground IPR" means all Intellectual Property Rights that arise as a result of or in the course of the contemplation or in the performance of the Work by or on behalf of the Contractor. "Goods" means any goods as detailed in the Order that the Contractor is required to supply in accordance with the Contract. "Intellectual Property Rights" or "IPR" means patents and rights in inventions, trademarks, trade names, rights to prevent passing off or unfair competition, rights in internet domain names and website addresses, rights in designs, copyright (including rights in computer software and moral rights), database rights, rights in confidential information including know-how and all other intellectual property rights, in each case whether registered or unregistered and including applications (and the right to apply) for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world. "Party" means either the Company or the Contractor, as the context so requires, and "Parties" shall be construed accordingly. "Price" means the price payable for the performance and completion of the whole of the Work and compliance by the Contractor with its liabilities and obligations under the Contract as calculated in accordance with the Contract. "Sales Tax" means any tax on goods or services, including value added, sales, use, excise or similar taxes imposed by any Taxation Authority. "Services" means any services as detailed in the Order that the Contractor is required to perform in accordance with the Contract. "Shell Group" means Shell plc and any person Controlled by Shell plc, other than Adura Energy Limited and any person Controlled by Adura Energy Limited. "Subcontract" means a contract (of any tier) for the performance, supply or provision of any part of the Work, excluding the Contract. "Subcontractor" means any person (other than the Contractor) that is party to a Subcontract. "Tax" or "Taxation" means all forms of direct and indirect taxation, including corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, sales taxes, customs duties, withholdings taxes, stamp duties, contributions, levies, withholdings and other charges and assessments in the nature of taxes wherever chargeable, together with any fines, penalties, surcharge or interest arising in connection therewith. "Taxation Authority" means any Authority competent to impose, administer or collect any Tax. "Warranty Period" means twenty-four (24) months from the date the Goods are delivered in accordance with the Contract, provided that in the case of any defect in the Goods (including in any previously rectified Goods) that the Company identifies during the Warranty Period and which the Contractor is required to rectify in accordance with the Contract, the Warranty Period shall be extended until twenty-four (24) months from the date at the point of use that such rectified Goods are operated, used or entered into commercial operation. "Work" means all work that the Contractor is required to carry out in accordance with the Contract, including the supply of the Goods, the performance of the Services and the provision of all other things to be rendered pursuant to the Contract and, as the context so requires, any rectification work. "Worksite" means all places where the Work is to be carried out.
3. **Interpretation:** The headings in the Contract are for ease of reference and shall not be deemed to be part of or be taken into consideration in the interpretation or construction of the Contract. References in the Contract to: (a) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (b) the words "including", "include" and "other" shall be construed without limitation; (c) any Applicable Laws includes reference thereto as amended, supplemented or replaced from time to time or, as applicable, as extended or re-enacted; (d) the singular shall include the plural and vice versa unless the context otherwise requires; (e) the Contract shall include the same as amended or varied in accordance with its terms; and (f) any Party, Authority or other person, which for the purpose of the Contract shall include, as the context requires, any natural person, body corporate, unincorporated association, partnership or other entity, whether or not having a separate legal personality, shall include that Party's, Authority's or person's successors and permitted assigns. The Contract contains reference, both directly and indirectly, to certain practices, standards, policies and procedures. The Company may at any time amend, supplement or extend such, or provide replacement or additional, practices, standards, policies and procedures, the requirements of which shall, to the extent required by the Company, form part of the Contractor's obligations under the Contract. All instructions, directions, notices, agreements, authorisations, approvals, consents and acknowledgements between the Parties relating to the Contract shall be in writing. The Contractor shall notify the Company without delay of all things which appear to be errors, omissions or inconsistencies in the Contract or that the Contract conflicts with Applicable Laws. The Company shall review these items and issue the necessary instructions before the Contractor proceeds with any part of the Work affected. Any such instruction shall not be a variation and the Contractor shall not be entitled to any extension or allowance of time or to any payment whatsoever in respect of the same.
4. **Contractor's General Obligations:** The Contractor shall provide all management, design, engineering, supervision, personnel, equipment, plant, machinery, vehicles, tools, apparatus, containers, fastenings, hardware, software, materials, consumables, supplies, packaging, spare parts, facilities, premises and all other

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things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract. The Contractor shall, and shall procure that the other members of the Contractor Group shall, carry out the Work with all due skill, care, diligence, prudence and foresight to be expected of a reputable contractor experienced in work of the type to be carried out under the Contract and in compliance with all other provisions of the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognised good practices and standards applicable to the same). The Contractor shall ensure that the Work, the Contract Documentation, the Goods and all other items to be provided by the Contractor Group shall be fit for their intended purpose, free from defect and in compliance with Applicable Laws. Except to the extent that it may be legally impossible or create a hazard to safety, the Contractor shall comply with the Company's instructions and directions on all matters relating to the Work. Except to the extent that the Contract contains specific schedules or dates for the submission of any matter or Contract Documentation for review or approval or specific requirements in relation to the manner in which the same are to be submitted, the Contractor shall submit all matters and Contract Documentation requiring the Company's review or approval within an adequate timeframe so that the Company has a reasonable period in which to review or approve the same and in such manner as agreed by the Company. The Contractor shall take full consideration of any comments made by the Company as part of such review or approval. Once approved, the relevant matter or Contract Documentation will not be deviated from without the Company's prior approval, such approval to be sought in accordance with the foregoing provisions of this Clause. The Company reserves the right to enter into contracts with other contractors for the provision of work or services associated with the Work. The Contractor shall afford the Company and such other contractors (and their subcontractors of any tier) all access and every opportunity required in connection with the execution of such work or services and shall co-operate fully with such persons. The Contractor shall, and shall procure that the Subcontractors shall, exercise full and adequate quality assurance and quality control, including inspection, testing, witnessing and monitoring, in relation to all stages of the Work in accordance with the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognised good quality assurance and quality control practices and standards applicable to work of the type to be carried out under the Contract). The Company and its authorised representatives shall be entitled at any time to carry out any inspection, testing, witnessing or monitoring necessary and to examine all associated documentation in order to confirm compliance by the Contractor with its liabilities and obligations under the Contract. The Contractor shall co-operate fully with the Company and its authorised representatives in relation to the same and shall provide, or shall procure the provision of, all assistance, documentation and access to personnel as may be required in connection therewith. Where the Company or any of its authorised representatives require the permission of any member of the Contractor Group to access any Worksite, including in respect of any inspection, testing, witnessing, monitoring or examination required under the Contract, the Contractor shall permit or procure such access and provide or procure all facilities and assistance as may be required in connection therewith. Where any documentation provided by or on behalf of the Contractor under the Contract is created and stored electronically, the Contractor shall provide, or procure the provision of, the same to the Company on such electronic media as the Company may require and which is compatible with the Company's systems at the times specified in the Contract or if no times are specified, when required by the Company. If requested by the Company, files will be provided in native format (i.e. Word, Excel, CAD, etc.) and if mutually agreed for specific work, in a PDF format. The system compatibility requirements applicable to the Work shall be as set out in the Contract or as otherwise required by the Company. The Contractor shall obtain and maintain all licences, permits, temporary permits, consents, authorisations and approvals (other than those which legally can be obtained only by the Company) required in order to carry out the Work.

5. **Quality of the Goods:** It is a condition of the Contract that the Goods shall: (a) be new (or, subject to the Company's approval, as new), unused, of good quality and sound design, materials and workmanship and of proven technology; (b) not be deleterious, substandard, counterfeit or otherwise provided without legal right or authority; (c) be in compliance with the latest issue of the appropriate international standards or codes of practice applicable to the Goods, except where the same are in conflict with the specification of the Goods as detailed in the Order (the "Specification") in which event (unless otherwise required by the Company) the Specification will prevail; (d) to the extent sold by description or sample, conform to such description or sample; (e) to the extent supplied subject to a shelf life, have sufficient shelf life remaining to satisfy the requirements of the Contract (or, where not expressly set out in the Contract, the requirements of the Company as confirmed by the Contractor prior to the delivery of the Goods); (f) be free from all liens, charges, encumbrances and retention of title claims; and (g) be in compliance with all other provisions of the Contract. Notwithstanding delivery of the Goods, the Company shall not be deemed to have accepted the Goods until the Company or its authorised representatives have had reasonable time and opportunity to finally inspect and/or test the same, including any final inspection and/or testing carried out by the Company, the Contractor or their authorised representatives, as applicable, as part of the Goods being installed, commissioned, operated, used or entered into commercial operation at the point of use. For the purpose of this Clause, acceptance of the Goods by any of the Company's contractors or subcontractors (of any tier) providing transportation or courier services in respect of the Goods shall not be deemed to be acceptance of the Goods by the Company. Any acceptance of the Goods by or on behalf of the Company shall not exclude or limit the Contractor's other liabilities or obligations in respect of the Goods as set out in the Contract. If as a result of any inspection or testing the Company identifies that the Goods have not been supplied in accordance with the provisions of the Contract the Company may, without prejudice to any other rights or remedies which the Company may have, reject the Goods and, at its sole discretion and at the Contractor's cost, either return the same to the Contractor or require the Contractor to collect the same on the basis that, where the Company has paid for such Goods, either in whole or in part, a full refund for the relevant amount shall be paid forthwith by the Contractor following any such rejection. The risk and responsibility for any Goods so rejected shall transfer to the Contractor at the time of rejection, provided that where payment of a refund is due the Company shall retain title to such Goods until payment of the refund is made in full by the Contractor at which time title to the rejected Goods shall immediately transfer to the Contractor. The Parties agree that the provisions of the United Nations Convention for the International Sale of Goods are expressly excluded from the Contract.
6. **Marking of the Goods:** The Contractor shall ensure that the Goods are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark which clearly identifies the manufacturer. In addition, where the Contractor is not the manufacturer, the Contractor shall ensure that the Goods are, without infringing third parties' rights, clearly and permanently marked as having been supplied by the Contractor to the Company. All Goods delivered to the Company shall be suitably marked or clearly identified as the property of the Company. Where title to the Goods transfers to the Company before delivery, the Contractor shall at such time suitably mark or clearly identify the Goods as the property of the Company and shall separately store, safeguard and maintain the same in good order and condition.
7. **Packing and Transportation:** The Goods shall be packed and labelled by the Contractor for transportation and storage in accordance with the Contract (and where not expressly provided for in the Contract, in accordance with internationally recognised good packing and labelling practices and standards applicable to the same), so as to reach the point of use undamaged and in good condition and, to the extent not immediately used, such packing shall ensure that the Goods are preserved in good condition until the same are permanently removed from packaging at the point of use. Unless otherwise stated in the Contract, all costs in connection with packing and transportation, including packaging, labelling, protection and the provision of appropriate transportation and/or storage containers and fastenings, shall be included in the rates and prices as set out in the Contract. All handling and storage instructions shall be clearly displayed on the outside of all packaging and containers. The Contractor shall send with each consignment of the Goods (and at the same time provide the Company with a copy of the same): (a) a packing note (together with a copy of material test certificates where applicable) detailing the Order number, description, code number (if any) and the quantity of Goods consigned; (b) an advice note including the details set out in the foregoing sub-Clause (a); (c) additional documentation as detailed in the Contract or any amendment; (d) the Contractor's clear and full instructions with regard to the safe handling and storage of the Goods; (e) all customs documentation, declarations, clearances, classifications, returns and other information required for the Goods; and (f) all documentation necessary to prove the Goods supplied have been inspected and tested and are properly completed and therefore in accordance with the Contract.
8. **Delivery of Goods/Defects Correction:** The Goods shall be delivered at the delivery point on the delivery date in accordance with the delivery term as the same are determined pursuant to the Order, in the condition and the manner required in accordance with the Contract, along with all documentation necessary for the storage, installation, commissioning, operation, use and maintenance of the Goods and all other documentation required to be provided by the Contractor in connection with the supply of the Goods, except to the extent the same has already been provided or as otherwise agreed with the Company. If and as required by the Company, the Goods shall be delivered loaded or unloaded by the Contractor at the delivery point. Where the delivery term conflicts with any other provision of the Contract, the latter shall prevail. If the Company identifies any defect in the Goods (including in any previously rectified Goods) occurring at any time prior to the expiry of the Warranty Period, the Company may, without prejudice to any other rights or remedies which the Company may have, give notice thereof to the Contractor. Following receipt of such notice, or at such other time as required by the Company to comply with the Company's operational requirements, the Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect, including the making good of any loss or damage to the Goods or the

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replacement (including the temporary replacement) of the Goods, where the same is determined by the Company, at its sole discretion, to be the appropriate course of action, at the point of use or at such other location as required by the Company. If the Contractor fails to comply with the foregoing (or fails to prove to the Company's satisfaction that it has commenced or is continually proceeding with all work necessary to rectify such defect), the Company may, by notice to the Contractor, set a date by which the Contractor must rectify the same. If the Contractor fails to rectify such defect by the date set by the Company, without prejudice to any other rights or remedies which the Company may have, the Company may either carry out such work itself or have the same carried out by others and all costs reasonably incurred by the Company as a direct result thereof shall be recoverable by the Company from the Contractor.

- 9. Ownership:** Title to the Goods shall transfer to the Company: (a) upon delivery, whether in whole or in part (provided that part delivery is permitted under the Contract or is otherwise required by the Company), to the Company in accordance with the Contract; or (b) upon payment by the Company, whichever is the first to occur, provided that the risk and responsibility for such Goods shall at all times remain with the Contractor until delivered to the Company in accordance with the Contract. The Contractor shall be responsible for, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of loss of or damage to any Goods to which the Company has title in accordance with the foregoing at any time when the risk and responsibility for the same is with the Contractor or to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Contractor Group, arising out of or in connection with the Contract.
- 10. Performance of Services/Defects Correction:** The Contractor shall ensure that it is ready to commence the Services on the commencement date as set out in the Order or as otherwise required by the Company and shall commence and continuously proceed with the same in accordance with the scheduling requirements of the Company until complete in accordance with the Contract. If the Company identifies any defect in the Services (including in any previously rectified Services) occurring at any time prior to the expiry of the Defects Liability Period, the Company may, without prejudice to any other rights or remedies which the Company may have, give notice thereof to the Contractor. Following receipt of such notice, or at such other time as required by the Company to comply with the Company's operational requirements, the Contractor shall forthwith carry out all work necessary at its own cost to rectify such defect. If the Contractor fails to comply with the foregoing (or fails to prove to the Company's satisfaction that it has commenced or is continually proceeding with all work necessary to rectify such defect), the Company may, by notice to the Contractor, set a date by which the Contractor must rectify the same. If the Contractor fails to rectify such defect by the date set by the Company, without prejudice to any other rights or remedies which the Company may have, the Company may either carry out such work itself or have the same carried out by others and all costs reasonably incurred by the Company as a direct result thereof shall be recoverable by the Company from the Contractor.
- 11. Payment and Invoicing:** For the performance and completion of the Work and compliance by the Contractor with its other liabilities and obligations under the Contract, the Company shall pay, or cause to be paid, the amounts as provided in the Order to the Contractor at the times and in the manner as set out in the Order and this Clause 11. Except where it is expressly provided that the Company shall carry out an obligation under the Contract at its own cost, all rights to be exercised and liabilities and obligations to be complied with by the Contractor shall be at the Contractor's own cost, whether or not expressly stated in the Contract, and included in the rates and prices set out in the Contract. To the extent that the Contract requires payment to be made following achievement of a particular stage in the Work, the Contractor shall submit to the Company an invoice within thirty (30) days, or such other period as set out in the Contract, from the achievement of such stage in the Work and showing the amount calculated in accordance with the Contract. Subject to the foregoing and in relation to any other amounts payable by the Company under the Contract in relation to the Work, the Contractor shall submit to the Company an invoice within thirty (30) days from the end of the relevant calendar month (the "month in question") and showing the amount calculated in accordance with the Contract for the Work carried out under the Contract during the month in question. Each invoice shall be broken down into individual items in such detail as to enable the Company to calculate how the total value of the invoice has been reached and shall quote the Order reference number, title and any other details, and contain such further information, as specified in the Contract or which the Company may otherwise request, and shall be forwarded, together with adequate supporting documentation, including time sheets, to the person and address as set out in the Order. Sales Tax chargeable in respect of the Work, if applicable, shall be itemised separately. The Company shall pay, or cause to be paid, the due amount within thirty (30) days after the date of the Company's receipt of a properly submitted and supported invoice (or credit note, as the case may be) in accordance with this Clause 11. The Company will make payment in the currency as set out in the Order. If the Company disputes any item in any invoice in whole or in part or if the invoice is incorrectly prepared or submitted in any respect then the Company shall inform the Contractor of the reasons and request the Contractor to either issue a new invoice (which shall be subject to the provisions of this Clause 11) or a credit note for the unaccepted whole or part of the invoice as applicable. In respect of any credit note, unless and until a credit note is received the Company shall have no liability to pay the Contractor any sums due under the disputed invoice. Upon receipt of a credit note the Company shall be obliged to pay only the undisputed portion of the disputed invoice which shall be paid in accordance with this Clause 11. On settlement of any dispute, the Contractor shall without delay submit an invoice for sums due and the Company shall make the appropriate payment in accordance with this Clause 11. If the Company fails to make payment of any amounts properly due to the Contractor in accordance with this Clause 11 within thirty (30) days of payment becoming due, the Contractor shall be entitled to claim interest on the amount outstanding at the rate of three percent (3%) per annum over the Bank of England base rate currently in force, which the Parties agree is a substantial remedy. Such interest shall accrue day to day from the payment due date until such payment is made, whether before or after judgment, but shall not be compounded. Any such interest to be claimed by the Contractor shall be invoiced separately and within ten (10) working days of payment of the invoice to which the interest relates. Payment of the invoice claiming the interest shall be in accordance with this Clause 11. The Contractor's entitlement to reimbursement of expenses incurred in connection with the Work shall be as set out in the Contract and subject to approval by the Company. Approval shall be subject to the Contractor providing evidence of such expenses to the satisfaction of the Company and on that basis that the Company shall not be obliged to reimburse the Contractor for any input Sales Tax which is recoverable by the Contractor. The latest time for submission of invoices in respect of amounts due to the Contractor in connection with the Contract shall be ninety (90) days from the completion of the relevant part of the Work or the expiry or termination of the Contract, whichever is the earlier. Any amounts payable by the Company hereunder may, without prejudice to any other rights or remedies which the Company may have, be withheld and/or set-off by the Company in whole or in part by reason of any actual or anticipated claims.
- 12. Liabilities and Indemnities:** The Contractor shall be responsible for, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of loss of or damage to the property of, or injury to or sickness, disease or death of, any person, arising out of or in connection with the Contract, except (but subject to Clause 9) to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Company Group. Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages, the Company shall be responsible for, indemnify, defend and hold the Contractor Group harmless from and against the Company Group's own Consequential Loss and the Contractor shall be responsible for, indemnify, defend and hold the Company Group harmless from and against the Contractor Group's own Consequential Loss, arising out of or in connection with the Contract. All exclusions and indemnities given under Clause 9 and this Clause 12 shall be full and primary notwithstanding the provisions of Clause 13 and, except where expressly stated to apply otherwise, shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified Party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law, and shall not affect or limit the Contractor's liabilities or obligations in connection with the rectification of any defect that the Contractor is required to carry out pursuant to the Contract.
- 13. Insurance:** The Contractor shall effect and maintain insurances of the types and amounts sufficient to cover its liabilities and obligations under the Contract and under Applicable Laws and shall ensure that they are in full force and effect for the duration of the Contract.
- 14. Taxes and Duties:** Other than Sales Tax properly charged to the Company in respect of the Work in accordance with Clause 11, the Contractor shall be solely responsible for and shall bear and pay all Taxation connected with the Work or use of a Subcontractor, including Taxation connected with personnel, and any other Taxation assessed or imposed on the Contractor or a Subcontractor in connection with the Contract ("Contractor Tax") and shall properly make all necessary filings or registrations relating thereto. The Contractor shall be responsible for, indemnify, defend and hold the Company Group, the Equinor Group and the Shell Group harmless from and against all Claims connected with any Contractor Tax or failures to make necessary filings or registrations together with any costs of compliance therewith. Where, under the provisions of Applicable Laws, the Company is required to deduct any amount from payments made to the Contractor, whether as Tax or otherwise, the Company shall without further notification to the Contractor deduct the required amount from any amount payable to the

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Contractor. The Company shall pay over or deal with any amount so deducted in accordance with Applicable Laws and subject to the Off Payroll Working Rules set out in Appendix 1.

- 15. Assignment and Subcontracting:** The Contractor shall not at any time assign or otherwise transfer its rights and/or obligations under the Contract in whole or in part without the Company's prior consent, provided that the Contractor may assign its rights to receivables under the Contract without the prior consent of the Company where the withholding of such consent would be prohibited by law and, notwithstanding any other provision of the Contract to the contrary, shall be entitled to disclose the relevant parts of the Contract to any such assignee to the extent such disclosure is required by law. The Company may at any time assign or otherwise transfer its rights and/or obligations under the Contract in whole or in part to: (a) a Co-Venturer, a member of the Shell Group, a member of the Equinor Group, an Affiliate of the Company or any successor in the Company's role as operator without the Contractor's consent; or (b) any other third party with the Contractor's prior consent, such consent not to be unreasonably withheld or delayed. The Contractor shall not subcontract the whole or part of the Work without the prior approval of the Company. The Contractor shall be responsible for all work, acts, omissions and defaults of Subcontractors as fully as if they were work, acts, omissions or defaults of the Contractor.
- 16. Suspension and Variation:** The Company shall have the right, by notice to the Contractor, to instruct the suspension or variation of all or any part of the Work or the Contract. The effect on the Price as a result of any suspension or variation shall be valued at the appropriate rates and prices included in the Contract or, in the absence of the same, a fair valuation shall be made by the Company. The Contractor shall not be entitled to any payment whatsoever where the suspension or variation is as a result of any breach of the Contract by the Contractor or any error or omission of any member of the Contractor Group. In respect of any suspension, the Company may, by further notice, instruct the Contractor to resume all or any part of the Work.
- 17. Termination:** The Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to the Contractor in the event that the Contractor: (a) fails to comply with its obligations under the Contract in relation to health, safety, environment and security or Applicable Laws (including any failure to comply with its obligations under Clause 19); (b) makes any composition or arrangement with its creditors, becomes insolvent or goes into liquidation or receivership or is the subject of an administration order or any event occurs, or proceedings are taken with respect to the Contractor in any jurisdiction that has an effect equivalent or similar to any of the aforementioned events; or (c) commits a material breach of the Contract, in which event the Company shall: (i) if claimed by the Contractor within thirty (30) days of the date of receipt of the Company's termination notice, and as the Company's sole and exclusive liability, pay the Contractor only as set out in the Order for the Work carried out in accordance with the Contract prior to such termination date provided that the Company has finally ascertained all costs associated with such termination and such Work has been completed to the satisfaction of the Company; and (ii) be entitled to recover from the Contractor all costs reasonably incurred by the Company as a direct result of such termination, including any costs incurred by the Company in completing the Work itself or having the Work completed by others, including Subcontractors or any other member of the Company Group. Notwithstanding the foregoing, in the event that all or any part of the Work or the Contract is terminated as a result of the Contractor's failure to deliver the Goods in accordance with Clause 8 or be ready or to commence the Services in accordance with Clause 10, no payment whatsoever shall be due to the Contractor in connection with such termination and any payments made in advance, including any mobilisation or booking fees, shall be refunded forthwith by the Contractor to the Company. In addition, the Company shall have the right to terminate all or any part of the Work or the Contract at any time by notice to the Contractor to suit the convenience of the Company (including for the purpose of the Company carrying out all or any part of the Work itself or having it carried out by others, including Subcontractors or any other member of the Company Group) in which event the Company shall if claimed by the Contractor within thirty (30) days of the date of receipt of the Company's termination notice, and as the Company's sole and exclusive liability, pay the Contractor only as set out in the Order for the Work carried out in accordance with the Contract prior to such termination date.
- 18. Intellectual Property Rights and Contract Documentation:** All documentation and media containing or embodying Background IPR of any member of the Company Group shall at all times remain the property of the Company or, as applicable, the relevant person with title to the same and shall not at any time transfer to any member of the Contractor Group. Title to the Contract Documentation shall vest in the Company as soon as the production, processing, storage, provision or transmission of the same commences. The Contractor shall ensure that: (a) all documentation and media containing or embodying Background IPR of any member of the Company Group; or (b) any Contract Documentation which in either case is in the care, custody or control of any member of the Contractor Group shall be suitably marked or clearly identified as the property of the Company. All Foreground IPR shall, immediately on creation, vest in the Company. The Contractor shall, and shall procure that any necessary third party shall, forthwith perform such acts as may be required for the purpose of assigning to the Company all right, title and interest in and to the Foreground IPR. The Contractor shall provide the Contract Documentation in the manner and at the times as required in accordance with the Contract, provided that to the extent the Contract contains no such provisions the Contractor shall provide the Contract Documentation forthwith following the receipt of any request from the Company for the same (or any part thereof), including at any time within six (6) years from the expiry or termination of the Contract. If the Company at any time identifies any defect in the Contract Documentation then the Company may give notice thereof to the Contractor. Following receipt of such notice the Contractor shall forthwith carry out all work necessary at its own cost to rectify the same, which shall include the making good of any loss or damage to the Contract Documentation. If the Contractor fails to comply with the foregoing (or fails to prove to the Company's satisfaction that it has commenced or is continually proceeding with all work necessary to rectify such defect), the Company may, by notice to the Contractor, set a date by which the Contractor must rectify the same. If the Contractor fails to rectify such defect by the date set by the Company, without prejudice to any other rights or remedies which the Company may have, the Company may either carry out such work itself or have the same carried out by others and all costs reasonably incurred by the Company as a direct result thereof shall be recoverable by the Company from the Contractor. Except as expressly set out in the Contract: (a) no member of the Company Group shall acquire any right, title or interest in or to the Contractor Group's Background IPR; and (b) no member of the Contractor Group shall acquire any right, title or interest in or to the Company Group's Background IPR or the Foreground IPR. The Company grants to the Contractor a worldwide, royalty-free, non-transferable, non-sublicensable, non-exclusive licence during the term of the Contract to use the Company Group's Background IPR and the Foreground IPR for the purpose of and to the extent required to perform the Work. The Contractor grants (or shall procure the grant) to the Company an irrevocable, perpetual, worldwide, royalty-free, sub-licensable licence to use all the Contractor Group's Background IPR to the extent required to receive, use and/or obtain the full benefit of the Work, the Goods, the Contract Documentation and all other things to be rendered pursuant to the Contract and to use and exploit the Foreground IPR. The Contractor shall obtain waivers of any moral rights in respect of any materials to which any individual is now or may be at any future time entitled which are to be owned by the Company under this Clause 18. The Contractor shall be responsible for, indemnify, defend and hold the Company Group, the Equinor Group and the Shell Group harmless from and against all Claims arising out of or in connection with the Contract alleging that the performance, receipt or use of the Work or the use and exploitation of the Foreground IPR, or the use and exploitation in accordance with the foregoing provisions of this Clause of the Contractor Group's Background IPR infringes any third party's Intellectual Property Rights. Notwithstanding any other provision of the Contract to the contrary, no member of the Contractor Group shall have any right to use any of the names, logos or trademarks of the Company, the Co-Venturers or its or their Affiliates (or the Shell Group or the Equinor Group) on or in association with any of their products, services or materials without the prior consent of the Company.
- 19. Compliance with Applicable Laws, Practices, Standards, Policies and Procedures:** The Contractor shall, and shall procure that the other members of the Contractor Group shall, observe, be bound by and comply with all Applicable Laws and all practices, standards, policies and procedures as provided by the Company to the Contractor from time to time, including any practices, standards, policies and procedures as attached to the Order. To the maximum extent permissible by law, the Contractor shall be responsible for, indemnify, defend and hold the Company Group, the Equinor Group and the Shell Group harmless from and against any Claims in respect of any failure by the Contractor to comply with its obligations under this Clause 19.
- 20. Confidentiality:** The Contractor shall, and shall procure that the other members of the Contractor Group shall, keep confidential and not publish, whether in any press release, public announcement, advertising or promotional material, written or otherwise, any information provided by or on behalf of any member of the Company Group in connection with the Contract, the Contract Documentation, the Company Group's IPR and any other information in relation to the Company's business, including the existence or subject matter of the Contract, the naming of any member of the Company Group as being connected with the Contract or reference to the activities of the Contractor Group in connection with the Contract, and shall not store, retain, copy, disclose or divulge the same to any third party

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without the Company's prior consent, use it for any purpose other than for the purpose of the Work or delete or remove any protective or proprietary notices contained within or relating to such information.

- 21. Data and Cyber Security:** (a) For this purpose of this Clause: "Cyber Security Risk" means any threatened or actual security breach of any IT Systems and Data of the Company or any other member of the Company Group, including any cyber-attack, any unauthorised access of data or any disruption, circumvention, misuse, impairment, loss, destruction, damage or other harm to such IT Systems and Data, whether by reason of any virus, malware, phishing or other incursion event; "ISMS" means an information security management system as defined by ISO/IEC 27001 or similar as approved by the Company; and "IT Systems and Data" means software, databases, networks, internet sites, information technology systems and any confidential information stored or contained therein or transmitted therein or thereby. (b) The Contractor shall, and shall procure that the other members of the Contractor Group shall: (i) develop, implement, maintain, review, test and periodically update (including to reflect changes in internationally recognised good practices and standards applicable to the same and new perceived or changed security threats) and audit a data security management plan and an ISMS which are designed to protect the Contract Documentation, the Company Group's IPR and any IT Systems and Data used by or for the benefit of the Company Group (and to address any specific security threats to them or the ISMS) in accordance with (and so as to provide appropriate coverage of): (aa) the applicable principles and practices of ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27003 or similar as approved by the Company; (bb) any other specific security standards set out in the Contract; and (cc) where not expressly provided for in the Contract, internationally recognised good practices and standards applicable to the same; (ii) comply with its (and their) obligations set out in such data security management plan and the ISMS; (iii) promptly (and in any event within forty-eight (48) hours) notify the Company on becoming aware of a Cyber Security Risk which impacts or is likely to impact the Company (such notification to be in writing and include the nature of and the facts relating to the Cyber Security Risk concerned); and (iv) take all reasonable steps to prevent or minimise the effects of a Cyber Security Risk, including implementing all measures necessary to restore the security of compromised data (if any). (d) The Contractor shall be responsible for, indemnify, defend and hold the Company Group harmless from and against all Claims in respect of any failure by the Contractor to comply with its obligations under this Clause 21.
- 22. Liens, Charges and Encumbrances:** The Contractor shall be responsible for, indemnify, defend and hold the Company Group, the Equinor Group and the Shell Group harmless from and against all Claims in respect of liens, charges or other encumbrances created or asserted by or on behalf of any member of the Contractor Group over the property of the Company Group in connection with the Contract.
- 23. Status of Company:** The Company enters into the Contract for itself and as agent for and on behalf of the Co-Venturers. Without prejudice to Clause 24 and notwithstanding the foregoing: (a) the Contractor agrees to look only to the Company for the due performance of the Contract and nothing contained in the Contract will impose any liability or obligation upon, or entitle the Contractor to commence any proceedings against any Co-Venturers or any of the Company's or the Co-Venturers' Affiliates; (b) the Company is entitled to enforce the Contract on behalf of the Co-Venturers as well as for itself (and for that purpose the Company may commence proceedings in its own name to enforce all liabilities and obligations of the Contractor and make any claim which any Co-Venturers may have against the Contractor); and (c) all claims recoverable by the Company pursuant to the Contract or otherwise shall include the claims of the Co-Venturers, provided that such claims shall be subject to the same limitations or exclusions of liability as are applicable to the Company or the Contractor under the Contract.
- 24. Third Party Rights:** The Parties intend that no provision of the Contract shall by virtue of any Applicable Laws, including the Contracts (Rights of Third Parties) Act 1999, confer any benefit on, or be enforceable by any person who is not a Party to the Contract. Notwithstanding the foregoing, the provisions of Clauses 4, 9, 12, 14, 18, 19 22 Appendix 1 and Appendix 2 are intended to be enforceable by the relevant Indemnified Group Member, provided that the Contract may be rescinded or varied by the Parties without notice to or the consent of any Indemnified Group Member even if, as a result, any Indemnified Group Member's right to enforce a term or condition of the Contract may be varied or extinguished. "Indemnified Group Member" means any member of the Company Group (other than the Company), the Equinor Group, the Shell Group or the Contractor Group (other than the Contractor).
- 25. Notices:** Any notice to be given under the Contract shall be in writing and may be delivered by hand, by first class pre-paid post, by recorded delivery or by commercial courier. Delivery by commercial courier shall be regarded as delivery by hand. Notices shall be sent to the address of the relevant Party as set out in the Order. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; or (b) if sent by first class pre-paid post or recorded delivery, two (2) working days after mailing, provided that if the time of such deemed receipt is not during normal hours of business in the time zone of the territory of the recipient, notice shall be deemed to have been received at 10:00am on the next working day in the territory of the recipient. Any notice required to be given under the Contract shall not be validly given if transmitted by e-mail. As a convenience and without prejudice to the validity and content of a notice properly given pursuant to this Clause, a Party may by e-mail provide the other Party with an electronic copy of any notice sent. Receipt, whether or not acknowledged, of such electronic copy will not affect the date of deemed receipt and may be disregarded by the other Party.
- 26. Disputes:** Any dispute, difference, controversy or claim between the Parties arising out of or in connection with the Work or the Contract, whether in tort, under contract or otherwise at law, including any question regarding the existence or validity of the Contract or the termination of all or any part of the Work or the Contract (a "Dispute") shall be referred to and finally resolved by litigation and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute. Whilst a Dispute is continuing, the Contractor shall, unless the Company notifies the Contractor otherwise, proceed with the performance and completion of the Work and the Parties shall continue to comply with the Contract. Nothing in this Clause 26 shall prevent court proceedings being issued for urgent injunctive relief.
- 27. General:** (a) Entire Agreement: The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, except insofar as they are repeated or otherwise reflected in the Contract. The Parties agree that each of them fully participated, and was adequately legally represented, in the negotiation and preparation of the Contract. The Parties further agree that the Contract shall not be construed in favour of, or against, one Party as a consequence of that Party having a greater role in the preparation of the Contract, but will be construed as if the Contract was mutually drafted by both Parties with full legal assistance. Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The rights and remedies provided in the Contract are independent and cumulative and do not exclude any rights or remedies (express or implied) which are available as a matter of statute, common law or otherwise except to the extent such rights or remedies are expressly excluded in the Contract. Except as expressly set out in the Contract, the Contractor shall not be entitled to any extension or allowance of time or to any payment whatsoever. (b) Waivers and Amendments: No failure or delay on the part of either Party at any time to: (i) enforce or to require the performance of any of the terms and conditions of the Contract; or (ii) exercise any of its rights under the Contract, shall constitute a waiver of such terms and conditions or rights or affect or impair any of such terms and conditions or rights in any way, nor shall it preclude or restrict the right of either Party at any time to exercise such remedies it may have for each and every breach of any of the terms and conditions of the Contract. No single or partial exercise of any right or remedy by either Party provided under the Contract or by law shall preclude or restrict the further exercise of that or any other right or remedy by that Party. Any exercise by the Company or its authorised representatives of their rights under the Contract, including any right of inspection, testing, witnessing, monitoring or examination, the giving of any instruction, direction, authorisation, approval, consent or acknowledgement by the Company or its authorised representatives, the review, approval or comment upon any matter or Contract Documentation by the Company, the presence of the Company or any of its authorised representatives at any Worksite or any payment made or caused to be made by the Company under the Contract (or any failure to carry out any of the foregoing), shall not constitute acceptance of the Work or the Contract Documentation or relieve the Contractor from any of its liabilities or obligations under the Contract. The rejection of any part of the Work or the Contract Documentation shall not be construed as approval or acceptance of any part not so rejected. Without prejudice to Clause 16, no amendment to the Contract shall be valid unless it is recorded in an amendment in a format provided by the Company and agreed by the Parties. (c) Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 27(c) shall not affect the validity and enforceability of the rest of the Contract. If one Party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. (d) Language: The Contract shall be interpreted and construed according to the English language. All

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written communications referred to in the Contract, together with all other documentation provided by the Contractor in connection with the Contract, including documentation supporting or substantiating any invoices, shall be in the English language unless otherwise required by Applicable Laws in which case the Company may request a translation to be provided by the Contractor. (e) Saving of Rights: The expiry of the Contract or the termination of all or any part of the Work or the Contract, howsoever occasioned, shall be without prejudice to the rights and remedies of the Parties up to and including the date of such expiry or termination and shall not affect or prejudice any provisions of the Contract that are expressed or by their nature intended to come into effect on or continue in effect after such expiry or termination which shall continue as valid and enforceable obligations of the Parties, provided that in the event of the termination of all or any part of the Work, unless the Company notifies the Contractor otherwise, the whole of the remaining provisions of the Contract shall remain in full force and effect. (f) Further Assurance: The Parties shall at all times do all such further acts and execute and deliver such further deeds and documents as shall be reasonably required in order to perform and carry out the provisions of the Contract. (g) Independent Contractor: The Contractor shall at all times be an independent contractor and as such shall control the Work and be responsible for the results. Nothing in the Contract is intended to or shall operate to create a mining or other partnership, joint venture, association or trust between the Parties. Except to the extent that the Contractor is appointed as agent for and on behalf of the Company, as the terms of such agency, if any, are expressly set out in the Contract, no member of the Contractor Group shall be deemed to be an employee, agent or other representative of the Company Group or authorised to commit any member of the Company Group to any binding legal obligation. Subject to the foregoing, the Contractor shall, and shall procure that the other members of the Contractor Group shall, not represent themselves to be employees, agents or other representatives of the Company Group or attempt to commit any member of the Company Group to any binding legal obligation. (h) Governing Law: The Contract, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales, excluding any choice of law rules which would refer the interpretation of the Contract to the laws of another jurisdiction other than England and Wales. (i) Counterpart Execution: Each Party agrees that the Contract may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the intention to be bound by the Contract as if signed by manuscript signature.

28. **Data Protection:** The Parties agree that the data protection provisions set out in Appendix 2 (Data Protection) shall apply and form part of this Contract.

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Appendix 1 Off Payroll Working Rules

(a) Definitions

For the purpose of this Appendix 1 the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Contract Worker" means any person that the Contractor is required to provide in accordance with the provisions of the Contract, including as the same may be employed or otherwise engaged (including on an agency or consultancy basis) by the Contractor or a Defined Subcontractor;

"Defined Subcontractor" means a Subcontractor other than an Intermediary;

"Intermediary" means a third party through which any Contract Worker provides services in an engagement to which the provisions of Chapters 8 or 10 of Part 2 of ITEPA apply;

"ITEPA" means Income Tax (Earnings & Pensions) Act 2003;

"Status Determination" means a conclusion by the Company that if the services performed by the Contract Worker in relation to any part of the Work were provided under a contract directly between the Company and the Contract Worker either that the Contract Worker would be regarded for income tax purposes as an employee of the Company, as applicable, or that the Contract Worker would not be so regarded;

"Status Determination Disputes Process" means such process as is required to be implemented by the Company in accordance with Applicable Laws to address disputes relating to any Status Determination;

"Status Determination Statement" means a written statement confirming the Status Determination; and

"Tax Liabilities" means income tax, the apprenticeship levy, National Insurance or similar taxes, levies, or contributions which may be assessed by any Authority whether of the United Kingdom or elsewhere arising in consequence of payments made or benefits provided in connection with the services of any Contract Worker together with any penalty, fine, interest, expense, cost or charge incurred or payable by any member of the Company Group in connection with such liabilities, including any such liability for which any member of the Company Group becomes liable in connection with the failure by any other person to satisfy such liability, excluding any Sales Tax payable on the Price.

(b) The Contractor and the Company agree that, for the performance of all or part of the Work, the Company shall be the "client" for the purposes of Chapter 10 of Part 2 of ITEPA and accordingly (subject to the remaining terms of this Appendix 1) the Company shall be responsible for (i) reaching Status Determinations under ITEPA in respect of any Contract Workers where Chapter 10 of Part 2 of ITEPA applies; and (ii) subsequently issuing any Status Determination Statements in respect of any Contract Workers in accordance with Applicable Laws.

(c) In the performance of the Work, the Contractor shall not engage, or permit any Defined Subcontractor to engage, any Contract Worker through a personal service company ("**PSC**") or other Intermediary in circumstances where Chapter 10 of Part 2 of ITEPA may apply unless:

- (i) the Contractor provides written notice to the Company at least twenty-one (21) days prior to the proposed engagement (the "**Prior Notification**"), identifying the PSC or Intermediary, the Contract Worker, and the nature of the services to be performed as part of the Work; and
- (ii) the Company provides written confirmation to the Contractor stating the Company's acceptance of such engagement (the "**Acceptance**"); and
- (iii) the Company has subsequently issued a Status Determination Statement to the Contractor and confirmed to the Contractor that it has issued the same to the Contract Worker; and
- (iv) where a Status Determination Statement has been disputed by the proposed Contract Worker, the Contractor or any Defined Subcontractor, such dispute has been addressed in accordance with the Status Determination Disputes Process.

(d) Following receipt of the Acceptance, the Contractor shall promptly provide all information and assistance reasonably requested by the Company for the purposes of the Company:

- (i) issuing any Status Determination Statement in respect of any Contract Worker (to the extent required under Chapter 10 of Part 2 of ITEPA); and

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- (ii) managing any Status Determination Disputes Process.
- (e) Subject to the Contractor complying with its obligations under Appendix 1, Clauses (c) and (d) above, the Company shall:

 - (i) reach Status Determinations relating to relevant Contract Workers (using reasonable care) at such intervals as prescribed by Applicable Laws;
 - (ii) issue the Status Determination Statements to relevant Contract Workers and the Contractor; and
 - (iii) manage any Status Determination Disputes Process in accordance with Applicable Laws.
- (f) The Contractor shall:

 - (i) procure that all information supplied by the Contractor to the Company pursuant to Appendix 1, Clause (d) (the “**Contract Worker Information**”) shall be in writing, and accurate and complete in every respect to the best of the Contractor’s knowledge as at a specified date not more than thirty (30) days before the date of provision of the Contract Worker Information to the Company;
 - (ii) be fully responsible for all costs and fees associated with the preparation, issuance, and management of any Status Determination Statement and any subsequent Status Determination Disputes Process;
 - (iii) procure that the Status Determination Statements are provided to the relevant fee-payers; and
 - (iv) be fully responsible for, or shall procure that any relevant Defined Subcontractor shall be fully responsible for, deduction of and accounting for all income tax and National Insurance Contributions required to be deducted and accounted for and for accounting for all secondary Class 1 National Insurance Contributions and any apprenticeship levy required to be accounted for in respect of all Contract Workers in accordance with Applicable Laws.
- (g) The Contractor shall be responsible for and shall indemnify, defend and hold the Company Group harmless from and against:

 - (i) any Tax Liabilities (to the extent that such recovery is not prohibited by law); and
 - (ii) any Claims suffered or incurred by the Company Group in connection with a breach by the Contractor of its obligations under Appendix 1, Clauses (c), (d) and (f).
- (h) The Contractor shall not, and shall procure that any Defined Subcontractor shall not, directly or indirectly seek to recover from any Contract Worker or Intermediary any secondary Class 1 or any Class 1A or Class 1B contributions as prohibited by Paragraph 3A of Schedule 1 of the Social Security Contributions and Benefits Act 1992.
- (i) The Contractor agrees that if the Company reasonably believes that the Contractor has breached any of the obligations it has undertaken under this Appendix 1, the Company may, without prejudice to any other rights and remedies that the Company may have, exercise any or all of the following options:

 - (i) withhold any payments which are payable to the Contractor under the Contract; and/or
 - (ii) immediately terminate the part of the Work to be performed by the relevant Contract Worker who is engaged via an Intermediary; and/or
 - (iii) require the Contractor to immediately redeploy or terminate (or procure the immediate redeployment or termination of) the relevant Contract Worker’s engagement such that the Contract Worker is not involved in the performance of all or any part of the Work.
- (j) Throughout the term of the Contract and for a period of six (6) years after expiry or termination of the Contract, the Contractor shall permit the Company and its third-party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect a breach of this Appendix 1, to:

 - (i) access and take copies of the Contractor’s records and information held at the Contractor’s premises which are relevant to the Contractor’s liabilities and obligations under this Appendix 1; and
 - (ii) meet with the Contractor’s personnel, for the purposes of auditing the Contractor’s compliance with its obligations under this Appendix 1. The Contractor shall give all necessary assistance required by the Company and/or its representatives in the conduct of such audits.

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(k) During the term of the Contract and following its expiry or termination, the Contractor will promptly notify the Company if the Contractor has reasonable grounds to believe that any breach of its obligations under this Appendix 1 has occurred or on becoming aware of any investigation or proceedings initiated by an Authority relating to any Status Determination in connection with the Contract, and in that case will cooperate in good faith with any response by the Company in response to such investigation or proceedings. The Contractor shall cooperate in good faith with any investigations which the Company may seek to initiate in order to determine whether any breach of this Appendix 1 has occurred.

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Appendix 2 Data Protection

1.1 Definitions

- (a) "Commissioner", "Data Subject", "International Organisation", "Personal Data", "Personal Data Breach" and "Processing" have the meanings set out in DP Laws (and related terms like "Process" and "Processed" shall have corresponding meanings);
- (b) "Data Protection Supervisory Authority" means the Commissioner, or other data protection supervisory authority with competent jurisdiction;
- (c) "Data Subject Request" means a request to exercise any rights of Data Subjects under DP Laws in respect of the Regulated Data;
- (d) "DP Laws" means all applicable laws in any relevant jurisdiction relating to the processing, privacy and/or use of Personal Data, as applicable to either Party or the Work, including: (a) the UK GDPR; (b) the Data Protection Act 2018 ("DPA 2018"); (c) the Data (Use and Access Act) 2025; (d) the Privacy and Electronic (EC Directive) Regulations 2003; (e) the EU General Data Protection Regulation (EU) (2016/679) ("EU GDPR"), and any applicable national data protection or privacy laws in the European Economic Area ("EEA"); (f) any laws that supplement, replace, extend, re-enact, consolidate or amend any of the foregoing; and (g) all mandatory guidance issued by a Data Protection Supervisory Authority;
- (e) "Regulated Data" means Personal Data received from or on behalf of the Company, or otherwise obtained or accessed in connection with the Contractor's obligations in the Contract;
- (f) "Third Country" means: (i) where the UK GDPR applies, any country or territory outside the UK; and (ii) where the EU GDPR applies, any country or territory outside the EEA; and
- (g) "UK GDPR" has the meaning set out in Section 3(10) of the DPA 2018.

1.1 This Appendix 2 applies where the Contractor (and/or its Subcontractors) Process Regulated Data under the Contract.

1.2 The Contractor shall:

- (a) only Process Regulated Data for purposes that fall within the scope of this Contract, and as may otherwise be legally required by Applicable Laws;
- (b) comply with DP Laws (and ensure that third parties (appointed by the Contractor for carrying out Processing) and Contractor Group personnel comply with DP Laws) in respect of the Processing of Regulated Data; and
- (c) all times take and maintain appropriate technical and organisational measures to: (i) safeguard against unauthorised and unlawful Processing of the Regulated Data and against accidental loss or destruction of, or damage to, the Regulated Data in accordance with the requirements of DP Laws; and (ii) to assist the Company in the fulfilment of the Company's obligations to respond to Data Subject Requests.

1.3 In respect of any Personal Data Breach (actual or suspected) related to the Regulated Data, the Contractor shall notify the Company of such an incident without undue delay (but in no event later than twenty four (24) hours after becoming aware of it) and provide the Company without undue delay (wherever possible, within forty eight (48) hours of becoming aware of the incident) with such details relating to it as the Company may reasonable require, which may include the information specified in Article 33(3) of the UK GDPR or EU GDPR (as applicable).

1.4 The Contractor shall not, and shall ensure each third party (appointed by the Contractor for carrying out Processing) shall not, make or permit any transfer of, Regulated Data to a Third Country or International Organisation (including any onward transfer within a Third Country or between Third Countries) (a "**Restricted Transfer**").

1.5 The Contractor shall ensure that all Contractor Group personnel that may Process Regulated Data have signed binding written agreements to keep Regulated Data confidential.

1.6 The Contractor shall make available to the Company promptly on request such information as the Company reasonably requires to demonstrate the Contractor's compliance with its obligations under DP Laws and this Appendix 2 and the audit rights of the Company shall extend to audits, including inspections, which the Company or another auditor mandated by the Company may conduct in relation to the Contractor's (and any relevant third party's) Processing of Regulated Data.

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1.7 The Contractor shall indemnify and keep indemnified the Company Group in respect of all Claims arising out of or in connection with any breach by the Contractor of its obligations under this Appendix 2.