

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES – MEXICO INCLUDING TRION – January 2025

PART A: STANDARD CONDITIONS

1 DEFINITIONS

“**ABC Law**” includes:

- (a) any Law of the country of incorporation of each Party and that of its parent company and, as applicable, ultimate parent company (including any applicable written law, statute, regulation or other instrument made under statute or by any Governmental Authority) relating to bribery, kickbacks and/or other corrupt business practices;
- (b) the United States Foreign Corrupt Practices Act;
- (c) the UK Bribery Act 2010;
- (d) Australian Criminal Code 1995 (Cth);
- (e) the principles described in the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention’s Commentaries;
- (f) the UN Convention Against Corruption (UNCAC);
- (g) The General Law of the National Anticorruption System and the General Law on Administrative Responsibilities of Mexico; and
- (h) any other applicable Law relating to bribery, kickbacks, and/or other corrupt business practices.

“**ABC Law Violation**” means a situation where Contractor or a subcontractor has:

- (a) directly or indirectly offered, paid, solicited or accepted bribes in any form including facilitation payments; or
- (b) otherwise breached any ABC Law,

in connection with the subject matter of the Contract or subcontract as the case may be.

“**Affiliate**” means, with respect to any person, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person and “**control**” means the power (whether directly or indirectly, through shares, by contract or otherwise) to control the affairs of such person generally and, in this regard, the right to exercise fifty per cent (50%) or more of the voting rights in such person, or to appoint or remove the majority of directors in such person, is deemed to be in “control” of such person, and “**controls**” and “**controlled**” are to be construed accordingly.

“**Anti-Bribery and Corruption Policy**” means the Anti-Bribery and Corruption Policy forming part of the Contract and located on the Website.

“**Authorisation**” means any authorisation, permit, consent, order, approval, resolution, licence, exemption, agreement, permission, notarisation, recording, filing, registration or requirement, from, issued by or made to any Governmental Authority, including any renewals and amendments.

“**Background Intellectual Property**” means:

- (a) in respect of the Company, Intellectual Property that is owned by or licensed to the Company independently of the Contract; and
- (b) in respect of the Contractor, Intellectual Property that is used by the Contractor in performance of the Work, incorporated into the work or otherwise made available to the Company under or in connection with this Contract that (I) is either owned by Contractor or is licensed to the Contractor (whether licensed to the Contractor by an Affiliate or otherwise) independently of this Contract, and (II) either exists prior to the date of the Contract, or is otherwise developed or acquired by the Contractor independently of the Contract or any agreement related to this Contract,

and, for the avoidance of doubt, excludes New Intellectual Property.

“**Business Day**” means a day other than a Saturday, Sunday or day that is an official holiday in accordance with the Mexican Federal Labor Law of the United Mexican States.

“**CFDIs**” means those electronic tax invoices (*Comprobante Fiscal Digital por Internet*) issued pursuant to the requirements set forth in articles 29 and 29-A of the Mexican Federal Fiscal Code.

“**Claim**” means any and all costs, demands, legal proceedings, claims, actions, fines, penalties, obligations, damages, losses and liabilities of every kind and nature (including all expenses of investigation, defense and litigation, court costs, attorneys’ and experts’ fees and all obligation to indemnify another), arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

“**CNH**” means the Mexican National Hydrocarbons Commission (*Comisión Nacional de Hidrocarburos*).

“**CNH Data License**” means a Technical Data use license(s) granted by CNH to Company.

“**CNH Data Regulation**” means the Guidelines for the Use and Delivery of *Information* to the National Hydrocarbons Center (*Lineamientos para el Uso y Entrega de Información al Centro Nacional de Hidrocarburos*) or any other that substitutes it.

“**Company**” means the entity issuing the purchase order and its successors and assigns.

“**Company Equipment**” means all equipment supplied by the Company to the Contractor, to use in the performance of the Work and which is specified in the Contract as “Company Equipment”.

“**Company Group**” means the Company, its Co-Venturers, its Company Invitees, its and their respective Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Contractor Group or any Other Contractors.

“**Company Invitee**” means any person who is not the Company or a Co-Venturer or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing (including representatives of Governmental Authorities and regulatory bodies) but does not include Other Contractors.

“**Company Materials**” means all materials which are supplied by the Company to the Contractor to use in the performance of the Work or incorporate in the Work, and which are specified in the Contract as “Company Materials”.

“**Contract**” means the contract created between Company and Contractor by the issue of the purchase order and comprising these terms and conditions, the purchase order and all documentation accompanying the purchase order.

“**Contractor**” means the entity to whom the purchase order is issued and includes its successors and assigns as permitted under the Contract.

“**Contractor Group**” means the Contractor, its subcontractors (of any tier), its Contractor Invitees, its and their Affiliates and the foregoing’s respective agents, representatives, directors, officers and employees (including agency personnel), or, where the context so permits, any or each of the foregoing, but does not include any member of the Company Group or any Other Contractor.

“**Contractor Equipment**” means all tools and equipment that Contractor supplies or is required to supply for the performance of the Work in accordance with the Contract whether owned, leased or hired.

“**Contractor Invitee**” means any person who is not the Contractor or a subcontractor or either of the foregoing’s Affiliate, agent, representative, director, officer or employee (including agency personnel), but whose presence at the Worksite is by invitation of one of the foregoing.

“**Corporate Code of Conduct**” means the supplier code of business conduct forming part of the Contract and located on the Website.

“**Country**” means the country specified in Section 1 – Form of Agreement.

“**Co-Venturer**” means any other entity with whom the Company is or may be from time to time a Party to a joint operating agreement or unitisation 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.

“**Data Breach**” means where Personal Information is lost, damaged or interfered with or subjected to unauthorised access, acquisition, alteration, modification, use, destruction or disclosure or otherwise is misused.

“**Data Privacy Laws**” means all laws, regulations, orders, rules, principles or other binding obligations relating to data protection, the processing of Personal Information and/or privacy in force from time to time that apply to either the Company or the Contractor in any of the jurisdictions in which they operate or conduct business, including (but not limited to):

(a) the General Data Protection Regulation (EU) (2016/679) (GDPR), and

(b) the Federal Law for Protection of Personal Data in Possession of Private Individuals (Ley Federal de Protección de Datos Personales en Posesión de Particulares)

as may be modified or replaced.

“**Delivery**” means the Goods are received by the Company at the Delivery Point and accepted by the Company as provided in Clause 41.

“**Delivery Date**” means the date(s) upon which the Goods must be delivered as specified in Section 1 - Form of Agreement.

“**Delivery Point**” means the location specified in the Section 1 - Form of Agreement.

“**Double Tax Convention**” means an international convention or treaty for the avoidance of double taxation and the prevention of fiscal evasion with respect to Taxes on income, in force as of the date hereof and hereinafter and executed by and between the countries of residence of Company and Contractor.

“**Effective Date**” means the effective date so specified in the purchase order or, if no date is so specified, the date on which the Parties entered into the Contract.

“**Financial Data**” means the information on the economic capacity of an individual which refers to the resources they possess and their capacity to cope with their debts, such as: money, movable and immovable property; tax information; credit history; income and expenses; bank accounts; insurance; bonds, credit card number, security number, among others.

“**Goods**” means the goods to be provided in accordance with this Contract.

“**Good Industry Practices**” means the practices that would be adopted by, and the exercise of that degree of care, skill, diligence, prudence and foresight that reasonably would be expected from, a competent contractor in the international oil and gas industry experienced in performing work similar in nature, size, scope and complexity to the Work and under conditions comparable to those applicable to the Work, where such work is subject to, and such contractor is seeking to comply with, the standards and codes specified in the Contract or (to the extent that they are not so specified) such national or international standards and codes as are most applicable in the circumstances, and the applicable Laws.

“**Governmental Authority**” means any governmental department, authority, instrumentality or agency having jurisdiction over the relevant matter and includes any governmental department, authority, instrumentality or agency that replaces that Governmental Authority in its jurisdiction over that matter, and in each case excluding Petróleos Mexicanos and any other State productive enterprise (*empresa productiva del Estado*) of Mexico.

“**Government Official**” has the meaning given to it in the Anti-Bribery and Corruption Policy.

“**IMSS**” means the Social Security Mexican Institute (*Instituto Mexicano del Seguro Social*) or any authority or body that replaces it.

“**Income Tax Information**” means the following information as referred to in article 27 of the Mexican Income Tax Law, which under such article currently in force consists of: (i) the CFDIs corresponding to the salary payment of the employees with which the related services or work were rendered or executed; (ii) the payment receipt issued by the bank for the payment of taxes withheld for such employees; (iii) the payment of employee-employer contributions to the IMSS; and (iv) the payment of contributions to INFONAVIT.

“**INFONAVIT**” means the Institute of the National Fund for Housing for Workers (*Instituto del Fondo Nacional de la Vivienda para los Trabajadores*) or any authority or body that replaces it.

“**Insolvency Event**” means the Contractor becoming unable to pay its debts as they fall due (as provided under the Law of the Country or any other applicable Law) or bankrupt, committing an act of insolvency under the Law of the Country or any other applicable Law or making a composition or arrangement with its creditors or an order for its winding-up being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge, or any equivalent act or thing being done or suffered under any Law applicable to the Contractor.

“**Intellectual Property**” means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright (including future copyright), circuit layout, trade secret, know-how, proprietary information or other right in respect of any data, information, process, work, material or method.

“**Law**” means any of the following which is in force from time to time:

(a) any treaty, statute, directive, ordinance, by-law, rule, order, decree, regulation, notification, warrant, or delegated legislation, in each case, of any nation, state, jurisdiction, intergovernmental or supranational organisation, or of any political subdivision of the foregoing, or of any regulatory body having jurisdiction over the Work and/or the Worksite, including any binding requirement, instruction, direction, order, Authorisation, warrant, franchise or scheme of a Governmental Authority or other body of competent jurisdiction; and

(b) any notices, guidance notes, circulars and codes of practice issued, made or published under or in connection with any of the foregoing or of any regulatory body having jurisdiction over the Work and/or the Worksite.

“**List**” means the list published by the Mexican Tax Administration Service in the Federal Official Gazette (*Diario Oficial de la Federación*) and in the Mexican Tax Administration Service’s online platform pursuant to Article 69-B of the Mexican Federal Fiscal Code.

“**Longstop Audit Date**” means the date which is seven (7) years after the later of:

(a) the date of a final non-appealable judgment in any proceedings relating to any dispute referred to in Clause 34 ; and

(b) the date of any termination of the Contract.

“**Mexican Federal Fiscal Code**” means the Mexican Federal Fiscal Code (*Código Fiscal de la Federación*) of 1981, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Mexican Federal Labor Law**” means the Federal Labor Law (*Ley Federal del Trabajo*) of 1970, as amended from time to time.

"Mexican Income Tax Law" means the Mexican Income Tax Law (*Ley del Impuesto sobre la Renta*) of 2013, as amended from time to time, and the rules and regulations promulgated thereunder.

"Mexican Labor Authorities" means the Mexican Labor and Social Security Ministry (*Secretaría del Trabajo y Previsión Social*) and any analogous agencies of the federal states of Mexico.

"Mexican Labor Laws" means the Mexican Federal Labor Law, the Mexican Social Security Law, the Mexican National Workers Housing Fund Law, and all other applicable Mexican labour or social security provisions.

"Mexican National Workers Housing Fund Law" means the Mexican National Workers Housing Fund Law (*Ley del Instituto del Fondo Nacional de la Vivienda para los Trabajadores*) of 1972, as amended from time to time.

"Mexican Social Security Law" means the Mexican Social Security Law (*Ley del Seguro Social*) of 1995, as amended from time to time.

"Mexican Tax Administration Service" means the Mexican *Servicio de Administración Tributaria*.

"Mexican Tax Laws" means the Mexican Income Tax Law, the Mexican Federal Fiscal Code, the Mexican VAT Law, the Mexican Temporary Tax Rules, and all other applicable Mexican Tax legal and regulatory provisions.

"Mexican Temporary Tax Rules" means the Mexican administrative rules issued by the Mexican Tax Administration Service through the *Resolución Miscelánea Fiscal*, as amended from time.

"Mexican VAT Law" means the Mexican Value Added Tax Law (*Ley del Impuesto al Valor Agregado*) of 1978, as amended from time to time, and the rules and regulations promulgated thereunder.

"Mexico" means the United Mexican States and it includes any zones and areas where Mexico exercises sovereign rights and jurisdiction in accordance with applicable Laws.

"Modern Slavery Law" includes:

- (a) the UK Modern Slavery Act 2015;
- (b) Divisions 270 and 271 of the Criminal Code Act 1995 (Cth);
- (c) the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27);
- (d) the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38), and
- (e) any law of the Country, or any other applicable law, that prohibits exploitative practices including slavery, servitude, forced labour, human trafficking, debt bondage, child labour and other slavery-like practices.

"Modern Slavery Law Violation" means a situation where a Contractor or subcontractor has, in connection with the subject matter of the Contract or Subcontract (as the case may be), breached any Modern Slavery Law.

"New Intellectual Property" means any Intellectual Property that arises out of, or is created in the course of, the performance of the Contract.

"Other Contractors" means contractors of the Company (other than Contractor) and also subcontractors (of any tier) of such other contractors of Company who are providing work or services in the vicinity of the Worksite or in relation to any project or activity related to the Work.

"Other Contractor Group" means each Other Contractor and its respective subcontractors (of any tier), and the foregoing's respective agents, representatives, directors, officers and employees (including agency personnel) or, where the context so permits, any or each of the foregoing.

"Party" means either the Company or the Contractor, and "Parties" means the Company and the Contractor.

"Permanent Establishment" or **"PE"** means, generally, any place in Mexico where business activities or services are carried out or rendered by non-residents, but additional assumptions may apply dependent on type of services performed in Mexico.

"Person" means any natural or legal person of any kind, including any company, association, trust, co-investment, government or any body or agency belonging to it.

"Personal Information" means information relating to an identified or identifiable natural person which is an individual who can be identified, directly or indirectly, in particular by reference to certain information, such as a name, identification number or an online identifier. For the purposes of this contract, Personal Information includes Sensitive Data and Financial Data. Information is Personal Information regardless of whether the information is true or whether it is recorded in a material form.

"Pollution" means any liquid or non-liquid pollutant or waste substance of whatsoever nature, including well production and crude oil.

"Privacy Notice" means the physical, electronic or any other format document generated by the controller (Company) in compliance with Data Privacy Laws, that is made available to an individual, prior to any processing of his/her Personal Information. For the purposes of compliance with Data Privacy Laws, any equivalent document issued, such as a privacy policy or terms and conditions, will be considered as fulfilling the obligations of a Privacy Notice.

"PSC" means the production sharing, profit sharing, license or services contract (or a combination thereof) applicable to this Work as amended from time to time.

"REPSE" means the Registry of Providers of Specialized Services or Specialized Works (*Registro de Prestadoras de Servicios Especializados u Obras Especializadas*) kept by the Mexican Labor Authorities and referred to in article 15 of the Mexican Federal Labor Law.

"Required Insurance" means policy of insurance that a Party is required under the Contract to effect and maintain.

"Restricted Person" means any person or entity that is identified on any applicable restricted party list issued by a Governmental Authority, and also includes, without limitation any person:

- (a) that is, or is directly or indirectly owned or controlled by a person that is, or has an Affiliate, director, officer, employee, contractor, agent, branch or representative which is or is directly or indirectly owned or controlled by a person that is, listed on any list of restricted persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or a Co-Venturer, including but not limited to U.S.' consolidated screening list, a searchable version of which can be found at https://build.export.gov/main/ecr/eg_main_023148 as may be updated, amended or superseded from time to time;
- (b) acting or having express or ostensible authority to act on behalf of any of the persons listed in paragraph (a) above; or
- (c) with which any Party under this Contract, its Affiliates or a Co-Venturer is prohibited from dealing or otherwise engaging in any transaction pursuant to any Sanctions or any other applicable Law.

"Sanctions" means any sanctions, restrictions or designations imposed under any laws or regulations of Australia, the European Union, the U.S., the United Kingdom, or any other country with jurisdiction over the Contract, a Party under this Contract, its Affiliates or a Co-Venturer.

"Sensitive Data" means the data which may affect the private affairs of an individual, or which improper use may lead to discrimination or entail a serious risk to the subject of the data. Specifically, sensitive data is such that may reveal information such as racial or ethnic origin, present and future state of health, genetic information, religious, philosophical and/or moral beliefs, labor union affiliation, political opinions, or sexual preference.

“Site Rules” means all rules, regulations, directives and policies notified by the Company from time to time which are intended to be of general application to persons at a Worksite location controlled or managed by the Company.

“Social Security Information” means the following information as referred to in article 15-A of the Mexican Social Security Law, as amended from time to time, which under such article currently in force consists of: (i) the parties to the agreement: name, Federal Taxpayer Registry, corporate or conventional address if different from the tax address, contact e-mail and phone number; (ii) the purpose, period, list of the employees that will render the services or execute the work, including their name, Unique Population Registry Code (CURP), social security number and base salary for social security effects, as well as the name and Federal Taxpayer Registry of the beneficiary of the services or work; and (iii) copy of the registration in the REPSE issued by the Mexican Labor Authorities.

“Specialized Services” means services that are not part of the corporate purpose or main business activity of the contracting entity and that due to their specialized nature, can be subcontracted, according with the provisions of the Mexican Federal Labor Law.

“Taxes” means all taxes, assessments, fees, levies, charges, duties, imposts, contributions, national insurance and social security costs (however named or described) imposed, levied or assessed by any government or Governmental Authority, together with any interest, penalties or additions imposed thereon.

“Tax Invoice” means those invoices issued pursuant to rule 2.7.1.14 of the Mexican Temporary Tax Rules, or any rule or provision that amends or replaces it.

“Tax Return” means any report, declaration, claim for refund, form, return, property rendition, statement or other information (including any amendments) required to be supplied to a Governmental Authority by a person with respect to Taxes, including information returns, any amendments thereof or schedule or attachment thereto and any documents with respect to or accompanying requests for the extension of time in which to file any such report, declaration, claim for refund, form, return, property rendition, statement or other information.

“Technical Data” means all data and information obtained from, or related with, Mexican oil and gas blocks, including but not limited to: geological, geophysical, petrophysical, petrochemical and geochemical data and samples, including, or derived from, the acquisition, processing, reprocessing, interpretation and geological interpretation of 2D, 3D and multicomponent 3C seismic data; the pre-process, seismic data interpretation, derivatives, velocity model and migration, in depth and in time; magnetic, gravimetric, geoelectric and magnetotelluric, and any other data acquisition via any other means; core samples, plugs, drill-cuttings, thin sections, similar products and related analysis; engineering information, geological physical samples for lab testing, well log records, progress reports, studies, spreadsheets and data bases, and any other documents related with oil and gas exploration, appraisal, extraction and production activities. This term includes any data or information created, prepared, generated, evaluated by Contractor from, or using, the data provided by Company under the Contract.

“VAT” means value added tax or similar tax on goods or services, including sales, use, excise and similar taxes, that is levied by any Governmental Authority of the Country.

“VAT Information” means the following information as referred to in article 5 of the Mexican VAT Law, which under such article currently in force consists of: (i) the monthly Tax Return of VAT; and (ii) the payment receipt corresponding to the period in which the contracting party paid the consideration and the VAT that was passed-on to it.

“Website” means the webpage located at http://www.woodside.com.au/supplying_to_woodside/Pages/General-Information-for-Suppliers.aspx.

“Work” means all the work (including the provision of all Goods, services and Contractor Equipment) that the Contractor is required to carry out in accordance with the provisions of the Contract.

“Work in Mexico” means the Work to be provided and performed by Contractor or any member of Contractor Group to Company in Mexico.

“Workers Housing Fund Information” means the following information as referred to in article 29 Bis of the Mexican National Workers Housing Fund Law, as amended from time to time, which under such article currently in force consists of: (i) general data; (ii) service agreements; (iii) the amounts of contributions and amortizations; (iv) information of the employees; (v) determination of the base salary for contribution effects; and (vi) copy of the registration in the REPSE issued by the Mexican Labor Authorities.

“Worksite” means the lands, waters and other places on, under, in or through which the Work is to be performed including offshore installations, floating construction equipment, vessels (including the area covered by approved anchor patterns).

2 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and must exercise control, supervision, management and direction as to the method and manner of performing the Work. The Contractor is not the Company's agent in any way and has no authority to, and will not purport to, represent or bind the Company in any way or do anything else that would or might obligate the Company to third parties, without the Company's prior written consent.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL INDEMNIFY COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY MEMBER OF THE CONTRACTOR GROUP'S INDEPENDENT CONTRACTOR STATUS AS PROVIDED IN THIS CLAUSE 2, INCLUDING ANY EMPLOYMENT-RELATED CLAIM FOR, OR ATTEMPT BY ANY MEMBER OF THE CONTRACTOR GROUP, ANY OF THEIR RESPECTIVE PERSONNEL, OR ANY OF THEIR RESPECTIVE SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, OR PERMITTED ASSIGNS, AS THE CASE MAY BE, TO SEEK FROM ANY MEMBER OF THE COMPANY GROUP ANY BENEFITS OR SUMS ACCORDED TO ANY MEMBER OF THE COMPANY GROUP, INCLUDING BUT NOT LIMITED TO ADDITIONAL COMPENSATION OR REMUNERATION, WORKER'S COMPENSATION, DEATH OR DISABILITY INSURANCE, VACATION, OR SICK PAY, OR ANY CLAIM ALLEGING ANY PERSONNEL OF ANY MEMBER OF CONTRACTOR GROUP ARE EMPLOYEES OF COMPANY GROUP.

3 STATUS OF COMPANY

The Company enters into the Contract for itself and as agent for and on behalf of the other Co-Venturers. Notwithstanding the above:

- (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 upon, or entitle the Contractor to commence any proceedings against any Co-Venturer other than the Company;
- (b) the Company is entitled to enforce the Contract on behalf of all Co-Venturers as well as for itself. For that purpose the Company may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor and to make any claim which any Co-Venturer may have against the Contractor; and
- (c) all losses, damages, costs (including legal costs) and expenses recoverable by the Company pursuant to the Contract or otherwise include the losses, damages, costs (including legal costs) and expenses of the Company's Co-Venturers and its and their respective Affiliates except that such losses, damages, costs (including legal costs) and expenses will be subject to the same limitations or exclusions of liability as are applicable to the Company or the Contractor under the Contract. Any and all limitations of the Contractor's liability set out in the Contract represent the aggregate cumulative limitation of the liability of the Contractor to the Company, its Co-Venturers and its and their respective Affiliates.

4 REPRESENTATIVES

The Company and the Contractor will each appoint a representative, who will be authorised in accordance with applicable Laws to represent them respectively in all matters relating to the Contract. Each Party will shall notify the other Party of its appointed representative. Company may change its representative at any time by notification to Contractor.

5 TERM

The Contractor must commence the Work on the date or within the period specified in the Contract and continue to perform the Work until all obligations under the Contract are fulfilled.

6 VIENNA CONVENTION

The Parties have agreed to exclude the application of the United Nations Convention on the Contracts for the International Sale of Goods to the Contract.

7 CONTRACTOR TO PERFORM THE WORK

The Contractor must:

- (a) perform the Work (which includes all work expressly described in the Contract and all work reasonably inferable from such express description or are required or necessary in order to complete the work expressly required in this Contract) in a safe and workmanlike manner, in accordance with the requirements of the Contract, any applicable Law and Good Industry Practices;
- (b) provide all personnel, materials, resources, Contractor Equipment, facilities and other things necessary to perform the Work in accordance with the Contract;
- (c) ensure all Contractor Equipment is in good working order and suitable for use in connection with the Work;
- (d) obtain all Authorisations required for the performance of the Work; and
- (e) comply with all reasonable directions given by the Company in respect of the Contract and the Work.

8 REPERFORMANCE

- (a) The Contractor must, at its cost, reperform any Work which is defective or otherwise not in compliance with the requirements of the Contract upon notification by the Company at any time during the term of the Contract and:
 - (i) in respect of Work (excluding Goods) until the period ending 12 months after completion of the Work; and
 - (ii) in respect of Goods, pursuant to Clause 43.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and shall be entitled to recover the direct costs and expenses of doing so from the Contractor.

9 REPORTING AND RECORDS

- (a) The Contractor must:
 - (i) provide periodic reports on the performance and progress of the Work under the Contract with such frequency and in such format as the Company may reasonably require from time to time; and
 - (ii) keep full and accurate records relating to the performance of the Contract by both Parties (including all invoiced charges made by the Contractor and all transactions) for a period of not less than 7 years after the completion of the Work. The Company will be entitled to inspect and copy such records upon reasonable notice for the purposes of ensuring the Contractor's compliance with the Contract.
- (b) During the course of the Work and thereafter until the Longstop Audit Date, the Company or its duly authorised representative (including an external auditor appointed by the Company and any Governmental Authority) will have the right to audit at all reasonable times and, upon request, take copies of all of the Contractor's records (including data stored on computers), books, personnel records, accounts,

correspondence, memoranda, receipts, vouchers, dockets and other documents of every kind (including that which is stored on computers) relating to all authorisations and permits obtained or held in respect of the Work and itemised invoices in respect of the costs of those authorisations and permits.

- (c) Without prejudice to the provisions of Clause 10, Contractor shall directly deliver to the Mexican Petroleum Fund for Stabilization and Development, the Ministry of Finance and Public Credit or the CNH of Mexico or to any other Governmental Authority that supersedes or replaces them any information and documents related to the Contract.
- (d) The Contractor shall keep records of the Work performed, including: the date and place in which the execution of the Work took place; the number of workers involved in the performance of such Work; the role, functions and activities carried out by each of them; the assets, equipment, machines, tools, materials and/or any other resources used by Contractor's personnel for this purpose; as well as any deliverables, reports, communications and/or similar documentation that support the rendering of the Work in Mexico. Such records shall be made available to Company upon request.

10 CONFIDENTIALITY AND INFORMATION SECURITY

- (a) The Contractor agrees that it will keep the Contract, any documentation which it receives in connection with the Contract and any information which it learns through Company Group, in strict confidence and will not disclose the same to any third party without the written consent of Company.
- (b) Notwithstanding paragraph (a) above, Contractor may disclose confidential information to the Contractor Group to the extent necessary for the proper performance of the Contract, to obtain advice or insurance in relation to the Contract and to comply with all Laws, provided that prior to the disclosure the Contractor shall obtain written undertaking of confidentiality no less restrictive than this Clause 10.

11 PRIVACY

- (a) In respect of all Personal Information collected, received, or supplied by the Contractor under or in connection with this Contract ("Contract Personal Information"), the Contractor must (and ensure that its personnel and any Subcontracts must):
 - (i) comply with Company's Privacy Notice and all applicable Data Privacy Laws;
 - (ii) implement and assist the Company with implementing appropriate technical and organisational measures to ensure a level of security of the Contract Personal Information appropriate to the sensitivity of the Contract Personal Information;
 - (iii) keep the Contract Personal Information confidential and secure and protect it from misuse, interference, and loss, and unauthorised access, modification, or disclosure;
 - (iv) only use the Contract Personal Information in accordance with the Company's written instructions (including this Contract) for the sole purpose of performing its obligations under the Contract and will not use the Contract Personal Information for any other purpose;
 - (v) notify the Company promptly (and in any event within 24 hours) after becoming aware that a Data Breach has occurred, is likely to have occurred, or is suspected to have occurred in respect of any Contract Personal Information. The Contractor must:
 - (A) promptly provide the Company with all details concerning the Data Breach, such as the nature of the Data Breach and the Personal Information compromised, and all information necessary to assist the Company in identifying the root cause of the Data

- Breach;
- (B) promptly take all necessary steps to contain and mitigate the impact of the Data Breach;
 - (C) cooperate and comply with all reasonable directions of the Company in relation to the Data Breach, including in relation to any requirements to notify the occurrence of the Data Breach to any Governmental Authority or any affected individuals in accordance with applicable Data Privacy Laws;
- (vi) where requested by the Company, assist the Company in conducting appropriate risk assessments of any uses of Contract Personal Information and (where appropriate) consulting with any Governmental Authority and/or affected individual;
 - (vii) upon receipt of any request or communication that the Contractor receives from any individual whose Personal Information is contained in the Contract Personal Information exercising their individual rights under applicable Data Privacy Laws or any request or communication that the Contractor receives from any Governmental Authority, and/or other third party in connection with the Contract Personal Information:
 - (A) notify the Company promptly (and in any event within 72 hours) of any such request or communication;
 - (B) unless required to comply with the Contractor's own obligations under applicable Data Privacy Laws, not respond to the request or communication directly without the prior written consent of the Company; and
 - (C) where appropriate, assist the Company respond to any such request or communication;
 - (viii) promptly upon termination or expiry of the Contract or earlier if requested by the Company, return to the Company or permanently and securely destroy all Contract Personal Information (including copies) in its power, possession or control, except to the extent that retention is required by Law. The Contractor will certify in writing to the Company that it has deleted the Contract Personal Information within seven (7) days after it complete the deletion in each case;
 - (ix) promptly after receipt of a request from the Company, make available to the Company all information necessary to demonstrate compliance with the obligations set out in this clause;
 - (x) the Contractor must not disclose or transfer any Contract Personal Information to any other party or to allow any other party to access or use the Contract Personal Information during or after the term of the Contract unless the Contractor has: (i) obtained the Company's prior written permission to do so; and (ii) imposes binding contractual obligations on the other party in relation to its handling of Personal Information which are no less onerous than the obligations imposed on the Contractor under this Contract. The Contractor will remain responsible and liable to the Company for all acts and omissions of such other parties as if they were its own; and
 - (xi) the Contract must not transfer, disclose, store, handle, provide access to, or process any of the Contract Personal Information outside of its jurisdiction without the prior written consent of the Company, except where doing so is required to comply with domestic law to which the Contractor is subject. If the Company gives its written consent, then the Contractor must comply with any requirements for cross-border transfers as required by applicable Data Privacy Laws.

12 LAW

- (a) The Contractor must comply with all applicable Law and carry out its obligations under the Contract so as not to cause or contribute to any breach by the Company of any Law.
- (b) The Contractor and its personnel, while in the Country, must not interfere in the internal affairs of, or be involved in political activities detrimental to, the Country.
- (c) For Work in Mexico, Contractor shall at all times comply with the applicable Laws of Mexico, including without limitation, with any of the requirements, regulations and policies related to Mexico's Hydrocarbons Law, Hydrocarbons Revenue Law, Mexican Labor Laws, or issued by the CNH and all other Governmental Authorities in Mexico. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, CONTRACTOR SHALL RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO CONTRACTOR GROUP'S FAILURE TO COMPLY WITH ANY NATIONAL CONTENT REQUIREMENTS, REGULATIONS AND POLICIES OF MEXICO'S HYDROCARBONS LAW AND HYDROCARBONS REVENUE LAW, THE CNH AND/OR ANY OTHER GOVERNMENTAL AUTHORITIES OF MEXICO.

13 HEALTH SAFETY AND ENVIRONMENT

- (a) The Contractor is responsible for the management of health, safety and environmental as well as archeological discoveries issues related to the Work and during the performance of the Contract. The Contractor must fully comply with all of the Company's health, safety and environmental as well as archeological discovery requirements, Good Industry Practices and Authorisations.
- (b) The Company may at any time conduct an audit of the Contractor's compliance with any health, safety and environmental and archaeological discoveries requirements of the Contract. The Contractor must cooperate with the Company (including any representative of a Governmental Authority in attendance) in the conduct of such audit, and provide information as and when requested by the Company.
- (c) The Contractor must perform the Contract in a manner that will prevent or minimise Pollution and damage to the environment at the Worksite and ensure that no Pollution emanates from Contractor Equipment in any manner not permitted under any Law. If any Pollution emanates from the Worksite, the Work or from Contractor Equipment, then the Contractor must immediately comply with the directions of the Company with regard to cleaning it up and preventing further Pollution.

14 CONTRACTOR PERSONNEL AND SUBCONTRACTORS

- (a) The Contractor must not, without the Company's prior approval, subcontract any part of the Work.
- (b) All subcontracts between Contractor and its subcontractors, and with their respective subcontractors, agents, and representatives, relating to any portion of the Work in Mexico shall contain covenants relating to national content, indemnity, and safety that are substantially similar, in all material respects, to those required of Contractor in this Contract.
- (c) The Contractor must provide sufficient competent, experienced and appropriately qualified personnel to ensure performance and completion of the Work in accordance with the provisions of the Contract.
- (d) The Contractor must ensure that the supervisory personnel of the Contractor and of its subcontractors can read, write and speak fluent English.
- (e) The Contractor must ensure that all persons involved in the performance of the Work, at all times, hold the appropriate and valid work permits, stay permits, travel permits, employment passes, visas, licences, registrations and any other documents or permissions required for those individuals to lawfully perform the Work in the Country.

- (f) If the Company considers that any Contractor Group personnel is not able to lawfully perform the Work in the Country, is negligent or incompetent, or has failed or is failing to comply with any Laws or the Site Rules or any other requirements of the Contract, the Company may require the Contractor to remove such personnel from the Worksite, and the Contractor must, at its cost, do so and replace such personnel without interruption to the Work. COMPANY SHALL HAVE NO LIABILITY AND CONTRACTOR AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES, OF WHATSOEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM CONTRACTOR OR ANY SUBCONTRACTOR TERMINATING THE EMPLOYMENT OF OR REMOVING FROM THE WORK ANY SUCH EMPLOYEE OR AGENT WHO FAILS TO MEET THE FOREGOING REQUIREMENTS FOLLOWING A REQUEST BY COMPANY TO HAVE SUCH EMPLOYEE OR AGENT REMOVED FROM THE WORK.

15 EMPLOYEE AND INDUSTRIAL RELATIONS

- (a) The Contractor is responsible for managing its employee and industrial relations with, or in relation to, its personnel (including the employees of its subcontractors at every tier) and must do so using a high standard of skill, care and diligence and in accordance with the Law and Good Industry Practice. Contractor must not hinder or adversely affect the employee and industrial relations of the Company or any other employer at the Worksite.
- (b) While performing Work in Mexico, Contractor shall, at Company's request, provide Company, or any third party acting on behalf of Company, with any and all information regarding compliance with Mexican Labor Laws, including, without limitation, tax withholding, payment of profit-sharing obligations, and payment of any and all other obligations under the Laws of Mexico. Contractor expressly acknowledges and understands that it shall be solely responsible and liable for any and all payments arising out of or related to the employees of Contractor Group including any payments made pursuant to Mexican Labor Laws.
- (c) Notwithstanding anything to the contrary in the Contract, Contractor shall be solely and absolutely responsible for the labor relationships with any union that represents Contractor Personnel and for negotiating and adjusting any controversies arising from any cause related to the Work and/or Contractor Personnel.

16 CUSTOMS PROCEDURES

- (a) When applicable, the Company and the Contractor must each apply to the applicable Governmental Authority for their respective import, export and re-import of materials, Goods, tools, equipment and supplies required for the Contract.
- (b) The Contractor undertakes to import, export and re-import any items (including those which are sold to the Company) for the Work which are subject to customs control in such a way as to enable maximum advantage to be taken of customs procedures of relevant Governmental Authorities.
- (c) For the purpose of import duties exemptions, the Contractor must do everything reasonably necessary to ensure all conditions are met and obligations fulfilled to facilitate the obtaining of Free Trade Agreement (FTA) approvals where Goods, equipment and/or inputs are manufactured in a country which is a signatory to an FTA with Mexico. Specifically where FTA treatment is available and rules of origin requirements have been met, the Contractor must, and must ensure that its subcontractors (of any tier), obtain all required 'Certificates of Origins' in the approved formats, and any other documentation from the relevant Governmental Authorities in a timely manner and ensure its availability to the Company upon request.
- (d) Contractor must pay and make payment at such times when due and payable, all import/export Taxes on materials, goods, tools, equipment and supplies required for the Contract and imported or exported by the Contractor. The Contractor will be responsible for ensuring that it holds the necessary Authorisations issued by the relevant Governmental Authorities prior to the commencement of the Work.

17 EXPORT CONTROLS AND SANCTIONS

- (a) The Contractor must comply with all applicable Law concerning the export and re-export of goods, and other foreign trade controls including (without limitation) under U.S., Australian, United Kingdom, European Union and other countries' Law restricting sales and transfers to other countries and parties of commodities, software or technical data.
- (b) Notwithstanding any other provision of the Contract to the contrary, the Contractor agrees that no commodities, software or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in compliance with all relevant U.S. government requirements.
- (c) The Contractor represents and warrants that neither the Contractor, nor any person or entity that owns, controls or is a director, officer or employee of the Contractor, is a Restricted Person.
- (d) Unless in receipt of an approval, licence or other Authorisation from the relevant Governmental Authority, the Contractor must not:
- (i) lend, contribute or otherwise make available funds made available to it under, pursuant to or in connection with the Contract to any person that is a Restricted Person;
 - (ii) engage in, or be a party to, any transaction or activity with any person or entity that is:
 - (A) subject to and in violation of Sanctions or any applicable Law relating to export controls; or
 - (B) a Restricted Person to the extent that such transaction or activity is in violation of Sanctions or any applicable Law relating to export controls or might provide grounds for the Contractor, the Company, its Co-Ventures or any of their Affiliates to be listed on any list of Restricted Persons maintained by any national or supra national body or agency with jurisdiction over a Party or its Affiliates or a Co-Venturer; and
 - (iii) enter into any agreement, transaction or dealing that will result in a violation by any person of Sanctions.
- (e) The Contractor must provide, upon request by the Company, written certification that the Contractor has complied with the provisions of this Clause 17.
- (f) The Contractor will save, indemnify, defend and hold harmless the Company Group from and against any penalty, fine, charge, or other impost (including interest and costs) imposed on the Company Group as a result of a breach by the Contractor of this Clause 17.
- (g) The Contractor must ensure that the requirements of this Clause 17 form part of or are otherwise imposed on any party from which products or Work are procured, including the obligation to impose such terms (including this provision) on any subcontractor.
- (h) If the Contractor or any of its Affiliates breaches any of the obligations in this Clause 17, then the Company may immediately terminate the Contract for breach, by giving written notice of termination to the Contractor.
- (i) In the event of termination in accordance with Clause 17, the Contractor shall be entitled to payment only for that part of the Work properly performed under the Contract, up to the date of termination.
- (j) Any right of termination under Clause 17 is additional to any other right of termination the Company may have, either in the Contract or at law.

18 LOCAL CONTENT

- (a) The Contractor acknowledges that the Company may be subject to obligations ("**local content obligations**") which may require the Company to give preference to local suppliers or contractors with regard to the acquisition of goods or services. The Contractor must, in relation to the

Work (including insofar as it is applicable to subcontractors), comply with the local content obligations referred to in the Contract and with Laws in respect of local content, and must provide sufficient information and reasonable assistance to allow its compliance to be monitored and/or audited.

- (b) Contractor must provide Company by December 15 of each year with an annual certification signed by an officer or attorney in fact vested with sufficient authority of Contractor as to the total invoiced sums for the Work in Mexico for the current year by Contractor for Company that was performed and/or manufactured by companies organized and existing under the Laws of Mexico in compliance with the national content regulations and policies of the CNH and all other Governmental Authorities in Mexico. If any Work is expected to be performed after December 15 or Contractor is unable to provide the certificate for accounting or other justified reasons, the Contractor must provide the aforesaid certification by January 5 of each year. Contractor is solely responsible for ensuring that the documentation evidencing the authority of the officer or attorney in fact of Contractor complies with validity requirements in Mexico.

19 CONTRACTOR'S INVESTIGATIONS

- (a) The Contractor will be deemed to have examined, verified, and taken into account all local and other conditions affecting the performance of the Work and all information which is relevant to the risks, contingencies and other circumstances which could affect its performance of the Work, whether provided by the Company or otherwise obtainable by the making of reasonable enquiries.
- (b) The Company gives no warranty of accuracy, sufficiency or completeness in relation to information provided to the Contractor and disclaims all responsibility for such information. The Company will not be liable to the Contractor, in contract or tort or under any Law, for any inaccuracy in or inadequacy of information provided to the Contractor in relation to the Work.

20 INTELLECTUAL PROPERTY

- (a) Nothing in the Contract affects a Party's title to its Background Intellectual Property.
- (b) All New Intellectual Property incorporated in any Goods supplied by the Contractor under this Contract will vest in the Contractor. All other New Intellectual Property will vest in the Company as soon as the preparation, production or commencement thereof commences.
- (c) The Contractor grants to the Company Group a royalty free, irrevocable, non-exclusive, perpetual, sub-licensable, transferable, world-wide licence to use, modify, adapt, copy and distribute (including electronically distribute) the Contractor's Background Intellectual Property and any Contractor New Intellectual Property for any purposes in connection with the Work or the project for which the Work is being performed. Where Company owns the New Intellectual Property, Company may use Contractor's Background Intellectual Property to exercise its rights in relation to the New Intellectual Property.
- (d) THE CONTRACTOR WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ALL CLAIMS FOR, OR ARISING OUT OF, ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF:
- (i) ANY OF THE INTELLECTUAL PROPERTY LICENSED BY THE CONTRACTOR TO THE COMPANY UNDER THIS CLAUSE 20 OR CONTAINED IN ANY INFORMATION SUPPLIED BY THE CONTRACTOR TO THE COMPANY; OR
- (ii) ANY INTELLECTUAL PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS OF THE CONTRACTOR UNDER THE CONTRACT.
- (e) The Company grants to the Contractor a royalty free, non-exclusive, non-transferable and sub-licensable worldwide licence to use the Company's Background Intellectual Property and New Intellectual Property for the sole purpose of performing its obligations under the Contract.

21 INSPECTION AND TESTING

The Company, and all persons (including any of Company's Other Contractors) as notified by the Company to the Contractor, shall have the right to carry out reasonable inspections and testing to ensure that the Work is in compliance with the Contract. The Contractor will render such reasonable assistance (including access to any premises at which the Work is being performed, including those of the Contractor and its subcontractors of any tier) as may be required to facilitate such inspections and testing.

22 VARIATIONS TO THE WORK

- (a) The Company has the right to issue instructions to the Contractor at any time to make any variations to the Work (including any additions or reductions to the scope of Work). Contractor must comply with Company's instruction without delay irrespective of whether any additional payment has been determined pursuant to Clause (b).
- (b) Any additional payment payable to the Contractor as a result of any variation will be valued at the appropriate rates and prices included in the Contract or, in the absence of any appropriate rates and prices, a fair valuation will be made by written mutual agreement between the Parties, or (if such agreement is not reached within a reasonable period of time) as determined by the Company.
- (c) The Contractor is not entitled to any additional payment if the Company requests the Contractor to perform remedial work due to any defect or if the relevant variation is due to any default on the part of the Contractor.

23 RATES AND PRICES

Except as otherwise expressly provided in the Contract, the Company will pay the Contractor the prices specified in, or to be derived from the rates specified in, the Contract as the sole consideration for the Contractor's performance of its obligations under the Contract. The price which the Company has agreed to pay for the Work is exclusive of VAT but includes all other Taxes. The Contractor is responsible for all costs, expenses and liabilities incurred by the Contractor in connection with the performance of the Work.

24 INVOICING AND PAYMENT

- (a) As and when the Contractor becomes entitled under the Contract to apply for a payment, the Contractor must forward an invoice including satisfactory documentary evidence of the validity of the invoice and amounts claimed in the form required by the Company at the address for payment of invoices specified in Section 1 - Form of Agreement. The Contractor must prepare invoices in a form satisfactory to the Company for the purposes of meeting Company's Taxation and invoice processing requirements.
- (b) If Contractor is not a Mexican resident, Work in Mexico shall be invoiced separately from Work performed outside of Mexico.
- (c) All invoices for Work in Mexico shall be submitted in the form and content as required by applicable Laws and as otherwise required this Contract, including that:
- (i) all CFDIs or Tax Invoices must be submitted in compliance with articles 29 and 29-A of the Mexican Federal Fiscal Code, the Mexican Temporary Tax Rules and/or any other provision that replaces them. The CFDIs shall expressly and separately include any VAT; and
- (ii) all invoices shall be submitted in both English and Spanish.
- (d) Contractor shall be solely responsible for the failure to comply with Mexican Tax Laws requirements related to the issuance of CFDIs/Tax Invoices and any tax assessments that may arise therefrom.
- (e) Unless otherwise stated, the Contractor will be entitled to render an invoice upon completion of the Work or, where performance of the Contract may exceed 30 days in duration, at the end of each calendar month in which the Contract is performed.
- (f) Subject to the Contractor's compliance with Clause 24(a) the

Company will pay the Contractor any amount due by no later than thirty (30) days after receipt of a correctly prepared and adequately supported invoice from Contractor.

- (g) In case the Contractor fails to issue a CFDI pursuant to the requirements established under articles 29 and 29-A of the Federal Fiscal Code, the Company shall be entitled to withhold at a 25% tax rate on the gross amount paid to the Contractor.
- (h) In case the Company can reasonably assess that the Work was entirely rendered from outside of Mexico and that the corresponding Tax Invoice complies with all requirements set forth under rule 2.7.1.14 of the Mexican Temporary Tax Rules or any provision which replaces it, then Company shall withhold the corresponding Taxes as provided under the Mexican Tax Laws or the relevant Double Tax Convention, as applicable to service payments made to foreign tax residents.
- (i) Delay in receiving Contractor's invoices, discrepancies between invoices and Work in Mexico, failure to provide all necessary support and documentation for such invoices, using a Subcontractor for any part of the Work in Mexico without obtaining Company's written consent or other errors or omissions, will be considered just cause for withholding payment without loss of any applicable cash discount privilege. If invoices are issued not meeting the above requirements, the Company will not be obliged to pay them until such time that the invoice is reissued meeting such referred requirements.

25 TAXES

- (a) The Contractor will comply with all Laws relating to Taxation.
- (b) The Contractor is responsible for and is deemed to have allowed for in the rates and prices, and will save, indemnify, defend and hold harmless the Company Group from and against, any and all Taxes, including, without limitation, sales, use, value added, excise, payroll, property, income, profits, and corporation Taxes and Taxes on capital gains, levied or imposed in respect of the Work and any Claims with respect thereto.
- (c) The Company shall be entitled to withhold from payments to or for the benefit of the Contractor such amounts as are required to be withheld under applicable Laws (including, without limitation, all withholding Taxes, minimum Taxes, gross receipts, deemed profit or deemed net profit Taxes, deemed salary and wage Taxes and Taxes in respect of turnover) and remit such amounts to the Governmental Authorities. Any amounts so withheld shall be treated for all purposes of this Agreement as having been paid to the Contractor. For the avoidance of doubt, Company shall be under no obligation to make additional payments (or "gross up") in respect of a withheld or deducted Tax from any payment made to Contractor.
- (d) The Company will furnish to the Contractor all reasonably available government receipts or other evidence substantiating remittance to the Governmental Authority for all Taxes withheld.
- (e) The Company will not be liable, and the Contractor will have no claims against the Company:
 - (i) in respect to any sum of money which would otherwise be payable to or for the benefit of the Contractor under the Contract; and
 - (ii) which the Company has withheld from such payment and paid in accordance with the provisions of any relevant Law, to the person, Governmental Authority or establishment legally entitled to accept payment (including, without limitation, any withholding in respect of Taxes pursuant to Clause 25(c)).
- (f) Within 30 days of the date the Contract has been signed, and prior to submission of any invoices under the Contract, the Contractor must provide the Company with evidence that the Contractor has registered the Contract with all relevant Governmental Authorities (if any) and has paid all necessary stamping or registration charges and has otherwise done all things necessary to ensure the Contract is of full legal force

and effect.

- (g) The Contractor must comply with such directions, provide such information and documents and complete and execute such documents as the Company reasonably requires for Taxation related purposes.
- (h) The Parties agree that the rates and prices herein for any supply of Goods or services under the Contract are stated exclusive of VAT which may become payable under the Mexican Tax Laws.
- (i) Where is payable under the Mexican Tax Laws on any supply of Goods or services made under this Contract, the Party making the supply will charge to the Party receiving the supply, and the Party receiving the supply will reimburse the supplier for, the VAT paid by the supplier to the relevant Governmental Authority, subject to the supplier issuing to the recipient a valid Tax Invoice, for that supply, provided that the Parties shall use commercially reasonable efforts to minimize the imposition of any such VAT, including by providing exemption certificates or other documentation required to substantiate exemptions or by separately stating charges for separate components of the supply or the Work.
- (j) If this Contract requires the Company to pay for, reimburse or indemnify the Contractor against any expense or liability ("**Reimbursable Expense**") incurred by the Contractor, the amount to be paid, reimbursed or indemnified is the amount of the Reimbursable Expense less any input Tax credit, rebate or similar Tax benefit to which the Contractor is entitled in respect of the Reimbursable Expense.
- (k) If a PE for Contractor exists under Mexican Tax Laws, Contractor shall properly issue applicable CFDIs by such PE as required by Mexican Tax Laws. In such case, payments shall include any applicable VAT in terms of applicable Mexican Tax Laws, which shall be expressly and separately passed on by Contractor to Company through the CFDIs to be issued in terms of the Contract. If the CFDI is required and does not meet the requirements as stated in the Contract, the Company shall not be obligated to pay for the Work invoiced until the proper CFDI is issued.
- (l) If the Governmental Authorities of Mexico consider that the Work generates a PE, including as a result from an audit practiced by any such authorities, the Parties shall comply with any related Mexican Tax obligations, as applicable.
- (m) Within twenty (20) days after the Effective Date, Contractor shall provide Company with a valid Form 32-D Tax Compliance Report ("**Form**") issued by the Mexican Tax Administration Service no more than three (3) months prior to the Effective Date. Contractor shall file the proper documentation before the Governmental Authorities and implement all necessary procedures to obtain the Form within the timeframe established for such purposes by the Mexican Tax Administration Service and the applicable Mexican Tax Laws for its issuance. If this requirement causes tax authorities to issue a Form which results in a negative opinion stating that Contractor has not complied with a tax obligation as provided under Mexican Tax Laws, Contractor shall be in material breach and Company shall have the right to terminate this Contract for Contractor default.
- (n) If Contractor is notified that it or any of its subcontractors have been included on the List, Contractor shall notify Company within three (3) Business Days following the date on which Contractor received such notice. If Contractor is named on the List, Company shall have the right to withhold any payments due to Contractor under this Contract until Contractor has fully substantiated to Company's satisfaction by appropriate supporting documentation Contractor's positive resolution of the issue with the Mexican Tax Administration Service and removal from the List (officially or unofficially). If Contractor (i) fails to notify Company in accordance with this Clause, or (ii) fails to remove itself from the List within ninety (90) days following notification by the Mexican Tax Administration Service that it has been included on the List (whether provisionally or definitively), Contractor shall be in default and Company shall have the right to terminate this Contract for Contractor default.

- (o) Contractor shall maintain and deliver, upon the Company's request, all deliverables produced as a consequence of the provision of the Work. In addition, Company may request Contractor to deliver any and all documentation, as Company considers reasonable, which includes but is not limited to documentation that describes (i) the Work that was rendered to the Company; (ii) the date and place in which the Work was provided; (iii) an organizational chart or similar deliverable providing with a detailed description of the personnel engaged in the provision of the Work to the Company and their roles; and (iv) a detailed description of the tools, facilities or any other resources used by the Contractor in order to effectively render the Work.
- (p) Upon request, Contractor agrees to provide Company with all tax identification information, including Contractor's tax identification number necessary for Company to complete its tax reporting obligations. Upon request by Company, Contractor shall provide a tax residence certificate issued by the Governmental Authority of the jurisdiction in which Contractor is a tax resident of for the most recent tax year.

26 INDEMNITIES

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS CLAUSE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS CONTRACT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP.

Property and Personal Injury Indemnities Given by Contractor

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS IN RESPECT OF:

- (a) LOSS OF OR DAMAGE TO PROPERTY OF THE CONTRACTOR GROUP (INCLUDING CONTRACTOR EQUIPMENT), WHETHER OWNED, HIRED, LEASED OR OTHERWISE PROVIDED BY THE CONTRACTOR GROUP, ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT;
- (b) PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) TO ANY PERSON EMPLOYED BY THE CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND
- (c) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) OR LOSS OF OR DAMAGE TO THE PROPERTY OF ANY THIRD PARTY TO THE EXTENT THAT ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE FAULT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE CONTRACTOR GROUP. FOR THE PURPOSES OF THIS CLAUSE 26(C) "THIRD PARTY" WILL MEAN ANY PARTY WHICH IS NOT A MEMBER OF THE COMPANY GROUP OR CONTRACTOR GROUP OR OTHER CONTRACTOR GROUP.

Property and Personal Injury Indemnities Given by Company

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS IN RESPECT OF:

- (d) LOSS OF OR DAMAGE TO PROPERTY OF THE COMPANY GROUP (EXCLUDING ANY GOODS, ANY COMPANY EQUIPMENT AND ANY COMPANY MATERIALS) OR OF THE OTHER CONTRACTOR GROUP, WHETHER:
- (i) OWNED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP, OR
- (ii) LEASED OR OTHERWISE OBTAINED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP UNDER ARRANGEMENTS WITH FINANCIAL INSTITUTIONS,

ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT;

- (e) PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) TO ANY PERSON EMPLOYED BY THE COMPANY GROUP OR THE OTHER CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN

CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT; AND

- (f) SUBJECT TO ANY OTHER EXPRESS PROVISIONS OF THE CONTRACT, PERSONAL INJURY (INCLUDING DEATH, DISEASE OR SICKNESS) OR LOSS OF OR DAMAGE TO THE PROPERTY OF ANY THIRD PARTY TO THE EXTENT THAT ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED BY THE FAULT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, AND WILLFUL MISCONDUCT) OF THE COMPANY GROUP. FOR THE PURPOSES OF THIS CLAUSE 26(F) "THIRD PARTY" WILL MEAN ANY PARTY WHICH IS NOT A MEMBER OF THE CONTRACTOR GROUP OR COMPANY GROUP OR OTHER CONTRACTOR GROUP.

Pollution Indemnities

- (g) TO THE MAXIMUM EXTENT PERMITTED BY LAW BUT EXCEPT AS PROVIDED BY CLAUSES 26(A), 26(B), 26(C) AND 26(H), THE COMPANY WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING FROM POLLUTION EMANATING FROM THE RESERVOIR OR FROM THE PROPERTY OF THE COMPANY GROUP (INCLUDING ANY COMPANY EQUIPMENT) OR OF THE OTHER CONTRACTOR GROUP ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT.
- (h) TO THE MAXIMUM EXTENT PERMITTED BY LAW BUT EXCEPT AS PROVIDED BY CLAUSES 26(D), 26(E) AND 26(F) THE CONTRACTOR WILL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY GROUP AND THE OTHER CONTRACTOR GROUP FROM AND AGAINST ANY CLAIMS ARISING FROM POLLUTION OCCURRING ON THE PREMISES OF THE CONTRACTOR GROUP OR EMANATING FROM PROPERTY OF THE CONTRACTOR GROUP (INCLUDING CONTRACTOR EQUIPMENT) ARISING FROM, RELATING TO OR IN CONNECTION WITH THE CONTRACT.

Tax Indemnities

ADDITIONALLY, CONTRACTOR SHALL SAVE, INDEMNIFY, DEFEND, AND FOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ALL CLAIMS IN RESPECT OF:

- (i) CONTRACTOR'S USE OF SUBCONTRACTORS IN CONNECTION WITH THE WORK IN MEXICO, AS WELL AS ANY BREACH OF CONTRACTOR'S REQUIREMENTS OR OBLIGATIONS REGARDING ITS PERSONNEL;
- (j) CONTRACTOR'S FAILURE TO SUBMIT INVOICES IN ACCORDANCE WITH CLAUSE 24, INCLUDING, BUT NOT LIMITED TO, ANY TAXES, INTEREST, FINES, SURCHARGES, LIABILITIES AND/OR ANCILLARY ITEMS RESULTING FROM THE RELEVANT GOVERNMENTAL AUTHORITY DENYING COMPANY THE DEDUCTION FOR INCOME TAX PURPOSES OF PAYMENTS MADE TO CONTRACTOR AND/OR DENYING THE CREDIT OF THE RELATED VAT, DERIVED FROM SUCH FAILURE, AS WELL AS FROM AND AGAINST ANY COSTS, EXPENSES OR SIMILAR INCURRED BY COMPANY DERIVED THEREFROM, INCLUDING ALL RELATED ATTORNEYS' FEES, CONSULTANT'S FEES AND LITIGATION EXPENSES;
- (k) ANY INCORRECT PAYMENT OR FAILURE TO PAY ANY TAXES; AND/OR ANY INCORRECT PAYMENT, FAILURE TO PAY OR FAILURE TO PROVIDE ANY UNEMPLOYMENT INSURANCE, WORKERS COMPENSATION INSURANCE OR ANY BENEFITS, INCLUDING, WITHOUT LIMITATION, PENSIONS, ANNUITIES, RETIREMENT BENEFITS, THRIFT PLANS, PROFIT-SHARING PLANS, HEALTH, DENTAL, WELFARE, OR LIFE INSURANCE OR ANY OTHER BENEFITS;
- (l) CONTRACTOR'S FAILURE TO COMPLY WITH ANY OBLIGATION RESULTING FROM HAVING A PERMANENT ESTABLISHMENT IN MEXICO;
- (m) CONTRACTOR'S FAILURE TO PROVIDE THE FORM IN TERMS OF CLAUSE 25(M), AS WELL AS FOR THE CONTRACTOR'S INCLUSION ON THE LIST; AND
- (n) CONTRACTOR'S FAILURE TO MAKE ANY PAYMENT OR PERFORM ANY OBLIGATION AS SET FORTH IN CLAUSE 48.

General Provisions for Indemnities

- (o) Notwithstanding anything to the contrary, the indemnities in Clauses 26(a), 26(b), 26(d), 26(e), 26(g) and 26(h) shall not extend to any criminal prosecution, fine or penalty, or for fraud or willful misconduct by any indemnified Party or member of their Group.
- (p) Except as otherwise expressly provided in this Contract, all indemnities given under this Contract (except as otherwise provided in Clauses 26(c), 26(f) and 26(o)) shall, to the maximum

extent permitted by Law, apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified Party or member of their Group and apply irrespective of any claim in tort, under contract or otherwise at law.

Special Provisions for Indemnities

- (q) The Parties acknowledge and agree that this Contract is not a "construction contract" or an agreement "collateral to or affecting a construction contract" within the meaning of Tex. Ins. Code Section 151.102, et seq. or LSAR. S. 9:2780.1, nor is this Contract "an agreement pertaining to a well for oil, gas, or water" under the Texas Oilfield Anti-Indemnity Statute (Tex. Civ. Prac. & Rem Code Ann. SS 127.001-008), and therefore such anti-indemnity statutes are not applicable to this Contract or in determining the "maximum extent permitted by Law." Additionally, to the extent any release, indemnity or hold harmless provisions of this Contract fail to meet the conspicuousness requirements of the express negligence rule, the Parties waive any and all defenses based on such failure.
- (r) If Title 6, chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-indemnity Act, is found to apply to this Contract despite the Parties' intent that such Act not apply to this Contract, the indemnity and insurance provisions of this Contract shall be effective to the maximum extent permitted by such statute, and Contractor and Company each agree to support their respective indemnity obligations by providing liability insurance coverage (or qualified self-insurance or a combination thereof), with the types of coverage not less than those set forth herein and with limits equal to the full limits of liability insurance available to Contractor or the full limits of liability insurance available to Company, whichever is less. Contractor acknowledges and agrees that (i) Company may be self-insured with respect to all or a part of its indemnity obligations hereunder, (ii) Company has the financial capability to fund any such obligations, (iii) such self-insurance is qualified self-insurance for purposes of the Texas Anti-Indemnity Act, and (iv) such self-insurance is satisfactory to Contractor.
- (s) If the restrictions on defense and indemnity obligations (including release and hold harmless, if applicable) set forth in the Louisiana Oil Field Indemnity Act, L-R.S. 9:2780 or the Louisiana Construction-Anti-Indemnity Act, La. R.S. 9:2780.1, as amended from time to time are found to apply to this Contract despite the Parties' intent that such Act not apply to this Contract should Company desire to avail itself of the exceptions described in *Patterson v. Conoco, Inc.*, 670 F. Supp. 182 (W.D. La. 1987) and *Marcel v. Placid Oil Co.*, 11 F. 3d 563 (5th Cir. 1994) and/or as described in La. R.S. 9:2780.1(l). Accordingly, prior to commencement of any Work performed in or off of the coast of Louisiana, Contractor shall, as a separate line item, invoice, or have its brokers, insurers or underwriters invoice, Company for the premium reflecting the full cost of naming the members of Company Group and Other Contractor Group as additional insureds and waiving subrogation against the members of Company Group on Contractor's liability insurance, and, to the extent LSA-R.S. 9:2780.1 is determined to be applicable as described above, the full cost of insuring any obligation of Contractor to indemnify, defend or hold harmless any member of Company Group under this Contract, so that Contractor does not pay any material part of the cost of such coverage and so that no part of the economic burden of obtaining such coverage is shifted from Company to Contractor. No fewer than forty-five (45) days before the renewal date of such policies, Contractor shall notify Company as respects the amount of the premium required for such coverage and arrange to have Company invoiced for the appropriate premium by its brokers, insurers or underwriters. If Contractor does not arrange to have Company invoiced in accordance with this Clause, Contractor shall be deemed to have paid said premium for the separate account of Company, subject to Company's continuing obligation to reimburse Contractor for the costs of such coverage upon submittal of an invoice as described above, and, for purposes of LSA-R.S. 9:2780.1, the Parties acknowledge and agree that the Contract Price includes, and Contractor shall have recovered from Company as part of the Contract Price, the cost of such coverage. To the extent LSA-R.S. 9:2780.1 is determined to be applicable as described above, the Parties acknowledge and agree that any waiver of the right of subrogation or additional insured obligation shall be required only to the extent permitted by applicable Laws. Company and

Contractor agree that any failure to invoice Company for such coverage and Company's failure to pay for such coverage is not a material breach and can be cured by performance after being notified of such deficiency.

- (t) Where applicable, in cases where personnel (to include any direct, borrowed, special or statutory employees of Contractor or its subcontractors of any tier) are providing Work in or offshore the State of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., the Parties agree that the Work provided by such personnel pursuant to this purchase order are an integral part of and are essential to Company's ability to generate its goods, products, and services for the purpose of La. R.S. 23:1061(a)(1). Furthermore, the Parties agree that Company is the statutory employer of such personnel for purposes of La. R.S. 23:1061(a) (3) and that Company shall be entitled to the protections afforded a statutory employer under Louisiana Law. Irrespective of Company's status as the actual or alleged statutory or special employer (as defined in La. R.S. 23:1031(c)) of any such Personnel, as between Company and Contractor, Contractor shall, and shall ensure that its Subcontractors, remain primarily responsible for the payment of all workers' compensation and medical benefits to such personnel and shall not be entitled to seek contribution for any such payments from Company or any other member of Company Group, and Contractor further agrees that it shall protect, defend, indemnify, release and hold harmless Company Group from and against any such payments and any and all Claims relating to or asserted by such personnel for injury, death, illness or property damage or loss, even if any such personnel claim, assert or are also held to be an employee (whether a direct, statutory, special or borrowed employee, or otherwise) of Company or any other member of Company Group.
- (u) Contractor shall require that every subcontractor of every tier agree to the provisions consistent with these subclauses (q) to (u) of this Clause 26, which shall be inserted into each subcontract or purchase order, as applicable, with such subcontractor.

27 INSURANCE

General

- (a) Each Required Insurance must be placed with insurers acceptable to Company and with a financial security rating of A- or better (Standard & Poor's / A M Best).
- (b) The Contractor must ensure that each Required Insurance fully complies with all applicable Laws.
- (c) The Contractor must ensure that the Required Insurance remains in full force and effect throughout the term of the Contract.
- (d) The obligation to take out insurance in no way limits or affects the liability of either Party under the Contract.
- (e) Except where expressly provided in this Contract, the Required Insurances to be taken out by the Contractor are primary to, and without right of contribution from, any insurance or self-insurance Company Group may have.
- (f) If, in compliance with the provisions hereof governing assignability, Contractor employs subcontractors to perform any Work hereunder, Contractor shall require such subcontractors to obtain, maintain and document to Contractor the existence of insurance coverage equivalent to that which said subcontractors would have been required to furnish to Company had they executed this Contract as Contractor. Upon reasonable request, Contractor shall make available to Company the insurance documentation in its possession relating to subcontractors performing work on transactions governed by the Contract.
- (g) All Required Insurance (other than employers liability / workers compensation insurance) must:
- (i) include the Company Group as additional assureds;
 - (ii) be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights, against the Company Group in relation to the Contract to the extent of the liabilities assumed by the Contractor under the Contract;
 - (iii) provide that the Contractor must immediately advise the Company should insurers issue a notice of cancellation of,

or if there is a material change to, cover.

Insurance to be Procured and Maintained by Contractor

- (h) The Contractor must take out and maintain all insurances required by Laws and, in addition, the following insurances:
- (i) comprehensive general liability insurance with a limit of not less than \$5,000,000 per claim
 - (ii) workers compensation insurance and employer's liability insurance as required by Law. Where permitted by law and commercially available, the policy must be endorsed to include indemnity for the Company and such other Parties as the Company may nominate as principals;
 - (iii) motor vehicle third party liability insurance as required by Law, and motor vehicle third party property damage with an indemnity of not less than US\$1,000,000 for any one occurrence.
- (i) The Contractor will at the request of the Company provide for inspection copies of all insurance certificates of currency in respect of the insurances required to be taken out by the Contractor.
- (j) If Contractor fails to maintain any of the required insurance Contractor shall become an insurer to the extent of any such failure and shall, in addition, indemnify and hold harmless Company Group against all claims which would otherwise be covered by said insurance.
- (k) Without limitation to anything in this Contract, Contractor shall ensure that for any Work in Mexico, Contractor shall obtain and maintain insurances through a Mexican insurance company acceptable to Company authorized to do business in Mexico and with an AM Best rating of A-VIII or better, under terms and conditions required by all Laws governing the Work in Mexico, including the Administrative General Guidelines Providing the Minimum Insurance Requirements for Regulated Companies performing works or activities of Exploration and Extraction of Hydrocarbons, Treatment or Refining of Oil and Processing of Natural Gas (*Disposiciones administrativas de carácter general que establecen las reglas para el requerimiento mínimo de seguros a los Regulados que lleven a cabo obras o actividades de Exploración y Extracción de Hidrocarburos, Tratamiento y Refinación de Petróleo y Procesamiento de Gas Natural*). Additionally, any policies for Work in Mexico shall also (i) add as additional insureds to the extent of the risks and liabilities assumed by Contractor under this Contract and (ii) shall waive all rights of subrogation against the Company, Co-Venturer(s), and the following Governmental Authorities of Mexico: *Agencia de Seguridad, Energía y Ambiente, Secretaría de Energía, Secretaría de Hacienda y Crédito Público, Secretaría de Economía, Comisión Nacional de Hidrocarburos, Comisión Reguladora de Energía y El Fondo Mexicano del Petróleo para la Estabilización y el Desarrollo*.
- (l) Notwithstanding any other requirement hereof, prior to commencing Work in Mexico, Contractor shall provide, and shall cause all subcontractors to provide Company with certificates proving the procurement of insurance as required under this contract prior to commencing the provision of Work in Mexico. The requirements of this Clause shall not be construed to alleviate Contractor's obligation to adhere to more stringent insurance requirements set forth in the Contract or required by Law in another jurisdiction where Work is performed or Contractor's personnel are located. Contractor shall promptly provide to Company updated or modified certificates in case that the insurance required by Contractor under the Contract is renewed, modified or otherwise.

28 TERMINATION FOR CONVENIENCE

- (a) The Company may at any time give written notice to the Contractor to terminate the Contract for the Company's convenience (including where the PSC is terminated for any reason not due to any default, including breach of contract and negligence on the part of Contractor Group).
- (b) In the event of termination under this Clause 28, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination (the "**Payment for Work Performed**"), together with any such other payments and fees as may be set

out in the Contract or, in the absence of any such provision, such direct close-out costs which are reasonably and unavoidably incurred by the Contractor as a direct result of such termination and which are not allowed for in the Payment for Work Performed.

29 TERMINATION FOR DEFAULT

- (a) If the Contractor defaults in or materially breaches any of its obligations pursuant to the Contract or an Insolvency Event occurs, or the PSC is terminated due to any default, including breach of contract and negligence on the part of the Contractor Group, the Company may by written notice terminate the Contract or all or any part of the Work for default. The Contractor will be liable to the Company for all additional costs, expenses, losses or damages reasonably incurred by the Company as a direct result of such Contractor's default or material breach of Contractor's obligations under this Contract or Insolvency Event. In the event of such termination, the Contractor will be entitled to payment as set out in the Contract for the part of the Work performed in accordance with the Contract up to the date of termination, provided that such payment shall be adjusted to account for the additional costs, expenses, losses or damages incurred by Company and such payment will not become due to the Contractor until the costs of completing the Work and all other costs, expenses, losses or damages arising as a result of such Contractor's default or breach or Insolvency Event have been finally ascertained.
- (b) Any termination under this Clause or any other provision of the Contract will be without prejudice to any accrued rights of either Party.

30 BUSINESS ETHICS

Code of Conduct

- (a) The Contractor must at all times comply with the Corporate Code of Conduct and the Anti-Bribery and Corruption Policy.

Contractor's Warranties

- (b) The Contractor represents and warrants that, with respect to or in connection with the subject matter of the Contract:
- (i) neither it nor any of its officers, directors, employees, related bodies corporate or agents have:
 - (A) offered, authorised, promised, given, solicited or accepted and none of the foregoing will offer, authorise, promise give, solicit or accept, to or from a Government Official or any other person, directly or indirectly, any payment, gift, service, thing of value or other advantage where such payment, gift, service, thing of value or other advantage would be an ABC Law Violation, and
 - (B) engaged in or allowed, and none of the foregoing will engage in or allow, any conduct which would constitute a Modern Slavery Law Violation; and
 - (ii) it will otherwise comply with the ABC Law and the Modern Slavery Law.

Subcontractors

- (c) Before the award of any subcontract, the Contractor must:
- (i) procure a warranty in the same terms as set out in Clause 27(l)(b) from such subcontractor in favour of Contractor;
 - (ii) conduct, or procure the conduct of, a due diligence on the proposed subcontractor's ability to comply with ABC Law and Modern Slavery Law that a reasonable and prudent contractor subject to the ABC Law and the Modern Slavery Law would conduct under the circumstances to a standard that is proportionate to the identified risk; and
 - (iii) conduct, or procure that each of its subcontractors conduct a due diligence on their proposed subcontractors that satisfies Clause 30(c)(ii).

Books and Records

- (d) The Contractor must:
- (i) maintain adequate internal controls over all transactions in relation to the Contract;

- (ii) properly record all transactions in relation to the Contract;
- (iii) maintain accurate books and records in relation to each transaction for a period of no less than five years from the date of such transaction; and
- (iv) procure each of its subcontractors to do the same.

Right of Termination

- (e) Subject to Clause 27(l)(f) below, if Contractor or any of its subcontractors commits an ABC Law Violation or a Modern Slavery Law Violation then Company may terminate the Contract for breach, by giving written notice of termination to Contractor.
- (f) Company shall not terminate the Contract pursuant to Clause 27(l)(e) above for an ABC Law Violation or a Modern Slavery Law Violation where the ABC Law Violation or the Modern Slavery Law Violation was committed by a subcontractor and Contractor terminates or procures the termination of the relevant subcontract as soon as reasonably practicable.
- (g) In the event of termination in accordance with Clause 27(l)(e), Contractor shall be entitled to payment only for that part of the work properly performed as part of the Scope of Work, up to the date of termination, and Clause 29 applies.
- (h) Contractor must procure that each subcontract includes a termination clause as described in this Clause 27(l).
- (i) Any right of termination under this Clause 27(l) is additional to any other right of termination the Company may have, either in the Contract or at law.

Audit Rights

- (j) Company may, on reasonable notice and at its sole expense, conduct an audit of books and records referred to in Clause 27(l)(d) for the purpose of verifying compliance with the terms of the Contract or to determine whether an ABC Law Violation or a Modern Slavery Law Violation has occurred.
- (k) Contractor agrees to obtain similar audit rights in each subcontract, so that for any subcontract that was entered into solely for the performance of the Contract, Company or Contractor may audit the books and records of the subcontractor, in the same manner as set out in this provision.

31 EXCLUSION OF CONSEQUENTIAL LOSS

- (a) For the purposes of this Clause 31 the expression "**Consequential Loss**" will mean:
 - (i) consequential or indirect loss; and
 - (ii) 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 Clause 31(a)(i) above, and whether or not foreseeable at the Effective Date.
- (b) Subject to Clause 31(b) below, neither Party is liable to the other for, and each Party hereby waives and releases the other from any claim for, Consequential Loss arising from, relating to or in connection with this Contract.
- (c) Nothing in Clause 31(b) relieves:
 - (i) a Party from its indemnities given under Clauses 26 or the Contractor from its indemnity given under Clause 20;
 - (ii) a Party from any liability under Clauses 10 or 25;
 - (iii) a Party from any fine or penalty imposed, or liability in relation to any claim of a third party, under any applicable Law (other than common law or equity);
 - (iv) a Party from any liability arising from fraud or fraudulent misrepresentation or willful misconduct or arising from its repudiation of the Contract.

32 LIMITATIONS ON LIABILITY

- (a) Subject to Clause 32(b) below, the Contractor's total cumulative liability to the Company under the Contract, in tort or otherwise at law will be limited to the Contract price.
- (b) The above limitation under Clause 32(a) will not apply to:

- (i) any of the indemnities given by the Contractor under Clauses 20 and 26.
 - (ii) any liability of the Contractor to remedy defects;
 - (iii) liability of the Contractor under Clauses 10, 12, 16, 17 or 25 or for any fine or penalty imposed; or
 - (iv) any liability of the Contractor arising from fraud or fraudulent misrepresentation or willful misconduct or arising from its abandonment or repudiation of the Contract.
- (c) Any limitation of liability given by the Company to the Contractor under the Contract will include the Affiliates of the Contractor.
 - (d) Any limitation of liability given by the Contractor to the Company under the Contract will include each member of the Company Group.
 - (e) If and to the extent that a liability of the Contractor is covered by any insurance policy which the Company or the Contractor is obliged to take out or maintain under Clause 27, and the Contractor receives proceeds in respect thereof (or would have done so but for:
 - (i) any act or omission on the part of the Contractor; or
 - (ii) the operation of the cap on its liability under Clause 30(a)), the payment of sums equivalent to the proceeds and the deductibles will not count towards or act to reduce the unexpended amount of any limitation on such liability of the Contractor.

33 GOVERNING LAW AND JURISDICTION

- (a) The Contract and any dispute or matter arising out of or in connection with it (including any non-contractual dispute or matter) will be governed by and construed in accordance with the General Maritime Law of the United States of America excluding any conflict of law or choice of law rules, procedures or principles that would direct the Laws of any other jurisdiction to apply, unless and to the extent the General Maritime Law of the United States of America cannot be applied as a matter of Law, and then the Laws of the State of Texas of the United States of America shall apply, as though this Contract and all acts or omissions hereunder had occurred in such state, without reference or regard to any state's conflict of law or choice of law rules, procedures or principles.

34 ARBITRATION

- (a) Any Dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Houston, Texas in accordance with the Commercial Arbitration Rules (the "Arbitral Rules") of the American Arbitration Association ("AAA") at the time being in force, which Arbitral Rules are deemed to be incorporated by reference in this Clause 34(a).
- (b) The arbitral tribunal will consist of one (1) or three (3) arbitrators selected in accordance with this Clause 34(b). Unless otherwise mutually agreed in writing by Contractor and Company, any arbitration conducted hereunder shall be heard by a sole neutral arbitrator, qualified by his or her education, experience and training to resolve the disputed matters. The Parties shall attempt to agree upon a mutually acceptable arbitrator. If they are unable to do so within ten (10) days following referral of the dispute to the AAA, either Party may request the AAA to designate the arbitrator in accordance with the Arbitral Rules. If the arbitrator so chosen shall fail or otherwise become unable to serve as arbitrator, a replacement arbitrator shall be chosen in accordance with the provisions herein. Each arbitrator shall be qualified by his or her education, experience and training to resolve the disputed matters. Each arbitrator shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any ex parte communications with any of the Parties or any other parties to the Dispute concerning the arbitration or the underlying Dispute other than communications directly concerning the selection of the presiding arbitrator.
- (c) The Parties agree that:
 - (i) The seat, or legal place, of the arbitration will be Houston, Texas.

- (ii) English will be the language used in the arbitration.
- (iii) Arbitration proceedings will be confidential and will be heard in private. The Parties do not agree to the publication of any arbitral award.
- (iv) Neither Party is restrained by operation of this Clause 34 from applying to a court of competent jurisdiction to seek urgent relief (including injunction or conservatory measure). The application by a Party for such urgent relief is not an infringement or waiver of the arbitration agreement and does not affect the power of the arbitral tribunal.]

35 NOTICES

- (a) Except as otherwise stated in the Contract, any notice in respect of the Contract must be given in writing and delivered by hand, or sent by fax or post to the relevant address specified in Section 1 - Form of Agreement and copied to such other office or offices of the Parties as are from time to time be nominated by them in writing to the other. Copies of formal notices may be delivered by email but a notice delivered by email shall not be sufficient for purposes of this Contract.
- (b) Any such notice will be effective:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by fax, at the time of transmission unless transmitted after the close of normal business hours or on a non-Business Day, in which case it is effective on the next Business Day following the date of sending; or
 - (iii) if sent by post, on the third Business Day after the date of posting.

36 GENERAL

- (a) The Contractor will not be relieved from any responsibility, obligation or liability by any review, approval, authorisation, acknowledgement, test, inspection or the like, by the Company any person on its behalf or by any failure of the Company or any such person to do any of the foregoing.
- (b) The Contractor will be responsible under the Contract for all acts and omissions of the Contractor Group as if they were acts and omissions of the Contractor.
- (c) Title to the deliverables in the Work will vest in the Company as soon as preparation of those deliverables commences.
- (d) The Contractor must ensure that all items provided by the Contractor under the Contract are free from all liens, attachments, charges, other encumbrances and retention of title claims from any third party.
- (e) The Contractor may not assign the Contract or any part of it without the Company's prior written consent.
- (f) The Company may assign the Contract, any part of it or any of its interests or benefits under it to any person, but must, within a reasonable time after any such assignment, give notice thereof to the Contractor.
- (g) The Contract constitutes the entire agreement between the Parties relating to the subject-matter hereof and supersedes all previous negotiations and communications.
- (h) The Contract may only be amended by written agreement between the Company and Contractor.
- (i) In the event of termination or expiration of the Contract, the provisions which are expressed or intended to survive such termination or expiration, including without limitation those pertaining to warranty, indemnities, audit, confidentiality, intellectual property, insurance, exclusion of consequential losses, limitation of liability, compliance, governing law and jurisdiction shall remain in full force and effect.
- (j) The five (5) year term established in Clause 30(d)(iii) shall be suspended in the event Company initiates a legal or administrative procedure to challenge any Claim that could result in liability subject to an indemnity under the Contract, from the moment the Company initiates the challenge and until the legal or administrative procedure is concluded through a definitive and unappealable ruling or otherwise concluded with the consent of the Company.

PART B: GOODS CONDITIONS

37 APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods, whether in conjunction with the performance of other Work or otherwise, the conditions of this Part B apply in addition to all other terms and conditions of the Contract.

38 QUALITY AND STANDARD OF THE GOODS

The Contractor must ensure that the Goods:

- (a) meet the Company's requirements in respect the quality, quantity, workmanship and specifications as set out in the Contract and, to the extent that such requirements have not been set out in the Contract, in accordance with Good Industry Practices;
- (b) are new and free from faulty design and defects; and
- (c) are fit for the purposes specified in the Contract or, where no such purposes are specified, fit for its ordinary purposes.

39 PACKING AND DOCUMENTATION

- (a) The Contractor must ensure that the Goods are properly packed, secured and labelled in accordance with Good Industry Practices and to meet the requirements set out in the Contract.
- (b) The Contractor must provide to the Company by the Delivery Date all drawings, certificates and other documentation in the format and quantities specified in the Contract.

40 DELIVERY OF THE GOODS

- (a) The Contractor must deliver the Goods or make the Goods available to the Company at the Delivery Point by the Delivery Date.
- (b) If the Contractor is unable to deliver the Goods on the Delivery Date the Contractor must notify the Company at the earliest possible opportunity. The Company and Contractor will endeavour to agree a mutually acceptable revised Delivery Date. If the Company and the Contractor cannot agree, the Company will have the right to terminate the Contract pursuant to Clause 29.

41 ACCEPTANCE OF GOODS BY COMPANY

Acceptance of the Goods will be from the time that a duly authorised representative of the Company accepts the Goods, delivered or collected at the Delivery Point and where such Goods are not defective or damaged in any way and comply with the Contract.

42 RISK AND TITLE

- (a) Title to and property in the Goods immediately passes to the Company upon payment for, or Delivery of, the Goods, whichever occurs first, and the Goods must be appropriately marked and identified as the property of the Company.
- (b) The risk of loss of or damage to the Goods remains with the Contractor until Delivery to the Company in accordance with the Contract.

43 DEFECTS

- (a) The Contractor must, at its own cost, repair, replace or rectify any Goods (or any replacement Goods) which are defective or otherwise not in compliance with the requirements of the Contract during the period commencing on Delivery and ending 24 months later. The Contractor will not be responsible for the costs of remedying any defect to the extent that such defect was caused by the Company's failure to use the Goods in accordance with specific operating conditions set out in the Contract.
- (b) If the Contractor fails to rectify defects in accordance with the timeframe reasonably required by the Company, the Company may arrange to have the defects remedied by alternative means and may recover the direct costs of doing so from Contractor.

44 SPARES

During the operational life of the Goods or any plant or facility in which the Goods will be installed, the Contractor must give sufficient notice to the Company of its or its subcontractors' intention to cease manufacture or supply of any of the Goods or

any component parts or replacements for the Goods, to enable Company to purchase such Goods, component parts or replacements.

45 HAZARDOUS MATERIALS

The Contractor must ensure that the Goods comply with Laws and to the extent that they contain toxic, corrosive or hazardous materials, the Contractor must ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

PART C: PROVISIONS APPLICABLE ONLY TO CONTRACTORS THAT ARE MEXICAN RESIDENTS

46 GENERAL

This PART C shall apply to Contractors that are Mexican residents.

47 SPECIALIZED SERVICES

- (a) If, following Company's approval, Contractor subcontracts work to a Subcontractor for Specialized Services, Contractor shall require and ensure such Subcontractor(s) register in the REPSE.
- (b) Any request by Contractor to subcontract all or part of the Work shall include a declaration under oath made by a legal representative of Contractor that the activities to be rendered by the Subcontractor are not part of the corporate purpose and/or main business activity of the Contractor.

48 REQUIRED FILINGS AND REPORTS

- (a) Contractor shall be obligated to:
 - (i) be registered in the REPSE (if applicable), following the procedure established for such purpose in applicable Laws, and provide Company a copy of such registry within three (3) Business Days after having formally obtained it;
 - (ii) provide to IMSS a copy of the Social Security Information related with the Work in Mexico and Contractor Personnel, no later than the 17th of January, May and September of each year;
 - (iii) if Contractor is required to be registered in the REPSE, provide to INFONAVIT a copy of the Workers Housing Fund Information related with the Work in Mexico and Contractor Personnel, no later than the 17th of January, May and September of each year;
 - (iv) provide to Company a copy of its valid registry in the REPSE (if applicable) and a copy of the Income Tax Information related with the Work in Mexico and Contractor Personnel, at the moment of paying the consideration; and
 - (v) provide to Company a copy of its valid registry in the REPSE and a copy of the VAT Information related with the Work in Mexico and Contractor Personnel, no later than the last day of the month following that in which Company paid the consideration and any VAT passed on to it.
- (b) If Contractor does not provide the complete information regarding compliance with Mexican Labor Laws and Mexican Tax Laws specified in (a) above and within the specified deadline, Company shall be entitled to withhold payment under the Contract until such information is provided. If there are any changes in Mexican Laws, including Mexican Labor Laws and/or Mexican Tax Laws, the Contractor must fully comply with new documentation requirements.
- (c) Contractor expressly acknowledges and understands that it shall be solely responsible and liable for any and all obligations arising out of or related to the Contractor's Personnel, including but not limited to, any obligations related to the Mexican Labor Laws and Mexican Tax Laws.

49 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- (a) Contractor hereby acknowledges and represents:
 - (i) it is registered with the applicable Tax Governmental Authorities, has complied with and complies with the Laws of Mexico, and has paid and pays, on time and in full, any payable Taxes that under Mexican Tax Laws had to be

paid by Contractor, and is not subject to any audit, procedure and/or investigation by the Mexican Tax Administration Service or by any other Governmental Authority that may affect this representation, its obligations and/or responsibilities under the Contract and/or the lawful nature of the Work;

- (ii) it periodically reviews the List, and that as of the date of execution of the Contract, (i) it has not been included in the List, or in any other similar publication issued by any other Governmental Authority, and (ii) none of its suppliers and vendors has been included in the List and, therefore, Contractor has not given tax effects to CFDIs related with transactions deemed inexistent in terms of article 69-B of the Mexican Federal Fiscal Code;
- (iii) is not subject to any audit, procedure and/or investigation by the Mexican Tax Administration Service or by any other Governmental Authority that may affect this representation, its obligations and/or responsibilities under the Contract and/or the lawful nature of the Work.
- (iv) it has not carried out (and will not carry out) the conduct set forth in article 113 bis of the Mexican Federal Fiscal Code consisting in issuing, selling and/or buying CFDIs that relate to non-existent and/or false transactions or simulated legal acts.
- (v) Contractor's personnel providing the Work shall always remain as employees of the Contractor and shall not be deemed as employees of Company Group. Therefore, no employer/employee or labor relationship shall be established between the personnel of Contractor Group and Company Group.
- (vi) the Works will be provided by personnel hired directly by Contractor in compliance with the applicable Laws; and
- (vii) the Works do not fall within the assumptions provided by the Mexican National Property Forfeiture Law (*Ley Nacional de Extinción de Dominio*), in addition to complying with the applicable provisions and, consequently, the Works cannot be affected in terms of the referred Mexican National Property Forfeiture Law, and that it has internal controls and has carried out the necessary investigations to determine that its suppliers and vendors do not fall into the assumptions established in such law, and that the goods they own or produce and/or services they provide cannot be affected in accordance with said law.

PART D: PROVISIONS APPLICABLE TO MEXICAN DATA

50 GENERAL

This PART D shall only apply (i) if the Confidential Information provided by Company to Contractor includes Technical Data; or (ii) in respect of such Technical Data.

51 MEXICAN TECHNICAL DATA

- (a) The Parties represent and acknowledge the following:
 - (i) The Technical Data is being provided by Company to Contractor as part of the Contract with Company or with a vendor/supplier of Company, for the exclusive use and benefit of Company;
 - (ii) The Technical Data is owned by the Mexican government and is subject to the Mexican federal government property regime;
 - (iii) The use of the Technical Data is subject to the provisions contained in either (1) the CNH Data Regulation, and/or (2) a CNH Data License, and/or (3) a PSC, and is deemed therefore confidential information of Company;
 - (iv) The Technical Data cannot be commercialized, encumbered, or disposed of by any means, whether directly or through a different Person, including Affiliates; and
 - (v) CNH shall have, at all times, the exclusive right to grant a CNH Data License to any person different from Company, subject to the CNH Data Regulation.

- (b) Contractor shall:

- (i) keep the Technical Data under strict confidentiality;
- (ii) Not reveal, disclose, publish, deliver or in any other way disseminate the Technical Data, directly or indirectly, to any other Person different from Contractor or its Affiliates;
- (iii) Not use the Technical Data for any purpose other than to fulfill the objective or purpose of the Contract;
- (iv) Not open nor retrieve the Technical Data from the premises of Company, without confirming with Company that CNH has been notified with the purpose of the Contract;
- (v) Not copy, replicate, photograph, film, or duplicate the Technical Data or transcribe it;
- (vi) Not transfer, sell, convey, sublease, assign, lease, license, sublicense, exchange, commercialize, publish, place a lien on, or in any other way dispose of the Technical Data or affect its value, whether voluntarily or involuntarily, or in any other way; and
- (vii) Stamp, in printed form (where applicable), the following notice of restrictive use on the product obtained upon Work performed or the use given to the Technical Data by Contractor under this Contract (reports, electronic data storage units, sample containers, and similar objects):

"NOTICE: This information is the property of the National Hydrocarbons Commission of the United Mexican States. The use of this data is restricted to the holder of a non-exclusive use license and/or Mexican data licensing regulation and/or an oil & gas contract, and is subject to the confidentiality terms contained therein."
- (c) Contractor shall return, and provide Company with, the totality of the Technical Data in its possession, storage, custody or control once the subject matter objectives of the Contract are met, and shall not keep or retain any copy or transcription of the Technical Data.
- (d) The obligations under this PART D shall remain in force during a five (5) year term after the termination of this Contract.
- (e) Contractor agrees to defend, indemnify and hold harmless Company Group from and against any Claims resulting from or arising out of the breach by Contractor Group of any of the provisions contained in this PART D.