

GLENCORE TECHNOLOGY

General Terms and Conditions of Purchase

INTERPRETATION

Agreed Supply means the goods and/or services described in the Purchase Order provided by You to Glencore.

Agreement means this agreement between Glencore and You which incorporates the Purchase Order and any documentation referred to therein.

Applicable Sanctions Authority means the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), Switzerland, the Australian Department of Foreign Affairs and Trade ("DFAT") or any other applicable sanctions authority.

Confidential Information means all non-public or proprietary information exchanged between the parties relating to the business or technology of Glencore but does not include information:

- a) which is in, or becomes part of, the public domain other than through a breach of confidence;
- b) which You can prove was already known to You at the time of disclosure by Glencore (unless such knowledge arose from a breach of confidence); or
- c) which You acquire from a source other than Glencore where such source was entitled to disclose it.

Date of Supply means the date on which the Agreed Supply is actually provided to Glencore by You in accordance with the Delivery Terms.

Defects Liability Period is a period of 12 months from the Date of Supply or such other period so agreed by the parties in the Purchase Order.

Delivery Date means the date specified in a Purchase Order by which You are required to supply the Agreed Supply to Glencore in accordance with the Delivery Terms.

Delivery Terms means the terms of delivery of the Agreed Supply as set out in the applicable Purchase Order.

Fee means the total price for the Agreed Supply specified in the Purchase Order.

Force Majeure Event means an exceptional event or circumstance which is outside the reasonable control of the affected party, which was not reasonably foreseeable, which could not have been prevented or avoided by that party taking all reasonable steps and which cannot be substantially attributed to that party. A Force Majeure Event shall not include any of the following: economic hardship; changes in market conditions, non-performance or delay by subcontractors or strikes or other similar labour actions (unless a nationwide or regional strike).

Glencore means the Glencore entity specified in the Purchase Order.

A party is **Insolvent** if it has been declared insolvent under any law applicable to it or is otherwise unable to pay its debts when they fall due.

Payment Terms means the terms for payment of the Fee as set out in the Purchase Order or if none are specified in the Purchase Order then the Payment Terms shall be 30 days end of month upon receipt of invoice.

Purchase Order means the document described as a Purchase Order which is issued to You by Glencore and sets out the basis on which Glencore will purchase the Agreed Supply from You.

Related Corporation has the meaning given to it by section 50 of the Corporations Act 2001 (Cth).

Representative means an employee, agent, officer, director, advisor, consultant, contractor or subcontractor of that party.

"Sanctions" means any economic or financial sanctions, trade embargoes or restrictive measures administered or enforced by any Applicable Sanctions Authority. Without limiting any of its other rights or remedies, in the event that:

- (i) you, or any party that directly or indirectly owns or controls you, is sanctioned by any Applicable Sanctions Authority;
- (ii) Glencore is of the reasonable opinion that you

have breached or will breach any Sanctions; or (iii) performance by Glencore of any obligation required by this Agreement would or could result in violation of, or be inconsistent with, any Sanctions, or expose Glencore to other Sanctions risks, including, without limitation, the risk of being designated as a sanctioned person by any Applicable Sanctions Authority.

Technical and Commercial Information means designs, plans, specifications, flowsheets, operating instructions, computer software, know-how and other information of a technical or commercial nature (including Intellectual Property) relating to Glencore's business or to the Agreed Supply which is provided, directly or indirectly, by Glencore to You.

You or Your means the supplier of the Agreed Supply, being the party to whom a Purchase Order is addressed.

GENERAL TERMS

1. Supply

- 1.1 By accepting the Purchase Order, You agree that You shall provide the Agreed Supply to Glencore in accordance with the terms and conditions of this Agreement to the exclusion of any of Your terms and conditions (written or verbal) which You may provide to Glencore at any time or otherwise reference
- 1.2 If You are unable to, or do not wish to, completely comply with every aspect of a Purchase Order, you should immediately reject the Purchase Order by notifying Glencore's Representative nominated in such Purchase Order.
- 1.3 If You provide the Agreed Supply as required by a Purchase Order, You are deemed to have accepted the Purchase Order in accordance with clause 1.1.

2. FEE AND PAYMENT

- 2.1 In consideration of the provision of the Agreed Supply, Glencore agrees to pay You the Fee in accordance with the Payment Terms.
- 2.2 The Fee is net (i.e. exclusive) of all taxes and charges payable, and any amount required to be withheld, by Glencore under any relevant law in force which remain Glencore's responsibility.
- 2.3 The Fee is also net of any goods and services tax or similar charge. If such charge is payable on the Fee by You, Glencore shall also pay to

You an amount equivalent to that charge within 28 days of You providing Glencore with a correct tax invoice (or similar documentation) for the relevant supply.

3. DELIVERY

- 3.1 You are required to supply the Agreed Supply on the Delivery Date.
- 3.2 You must ensure that any goods that form part of the Agreed Supply are suitably packed to avoid damage in transit or storage.
- 3.3 If any part of the Agreed Supply provided by You:
 - a) does not conform with the requirements of the Purchase Order; or
 - b) is defective, unsatisfactory, unfit for the required purpose or otherwise unacceptable,

Glencore may reject that part of the Agreed Supply or all of it.

- 3.4 If Glencore rejects a part or all of the Agreed Supply and:
 - a) that part of the Agreed Supply is not rectified or replaced; or
 - b) a written agreement for rectification or replacement is not reached,within 14 days of rejection by Glencore, Glencore may return any rejected goods to You at Your cost and You agree to reimburse Glencore's costs incurred in association with the return as well as the Fee already paid.
- 3.5 Time is of the essence for the delivery of the Agreed Supply to Glencore in accordance with the terms of the Purchase Order and this Agreement.
- 3.6 If You become aware of anything which may prevent You from providing the Agreement Supply by the Delivery Date, You shall notify Glencore in writing however, unless notified pursuant to clause 13, You are not relieved of Your obligation to provide the Agreed Supply by the Delivery Date.

4. VARIATION

- 4.1 Glencore may at any time, vary a Purchase Order by issuing a Change Order.

- 4.2 If such variation causes an increase or decrease in the Fee (excluding loss of profits) or a change to the Delivery Date, You must notify Glencore's Representative nominated on such Change Order within 5 business days of receipt of the Change Order.
- 4.3 If a notice is given by You pursuant to clause 4.2, You must not commence supply of any part of the Change Order until a reasonable adjustment to the Fee or the Delivery Date has been agreed in writing between You and Glencore.
- 4.4 If agreement can not be reached pursuant to clause 4.3, either party may rely on clause 14 to resolve the matter.

5. RISK AND TITLE

- 5.1 Risk in any goods that are part of the Agreed Supply shall pass from You to Glencore on the Date of Supply.
- 5.2 Title in any goods that are part of the Agreed Supply shall pass from You to Glencore on the Date of Supply.

6. DEFECTS LIABILITY

- 6.1 The Defects Liability Period shall commence on the Date of Supply.
- 6.2 During the Defects Liability Period, Glencore may notify You in writing of a defect in the Agreed Supply and may require You to rectify such defect, or replace the Agreed Supply within a reasonable time.
- 6.3 If rectification is not complete within such reasonable time, Glencore may have the rectification carried out by others, at Your expense, without prejudice to Glencore's other rights.
- 6.4 The obligations set out in this clause are in addition to the obligations described in clause 3.4.

7. DEFECTS LIABILITY

- 7.1 No title, right or interest in the Technical and Commercial Information (including the Intellectual Property) shall pass to You under this Agreement.
- 7.2 You shall ensure that all documents, drawings and other materials issued in connection with the Agreed Supply, and which contain any part of Glencore's Technical and Commercial Information, are marked with a clear note informing the reader that the document, drawing or material contains information that is proprietary to Glencore.

8. CONFIDENTIAL INFORMATION

- 8.1 You undertake to keep Glencore's Confidential Information secret and to preserve the confidential nature of that information.
- 8.2 You may only disclose Glencore's Confidential Information:
- to Your Representatives who require it for the purposes of this Agreement;
 - with the prior written consent of Glencore; or
 - if You are required to do so by law or by a corporate regulator.
- 8.3 Any person receiving Confidential Information from You must be made aware of its confidential nature and the restrictions on its disclosure set out in clause 8.2.
- 8.4 You shall be liable for any loss suffered by Glencore as a result of a breach of this clause by a person or party to whom You disclosed Confidential Information pursuant to clause 8.2(a).

9. WARRANTIES

- 9.1 Both parties warrant that they are validly existing under the applicable law and have the power and authority to enter into and perform their obligations under this Agreement.

Glencore warranties

- 9.2 Any Intellectual Property in any materials, design, documents or methods of working provided by Glencore to You under this Agreement is either licensed to or the property of Glencore.

Your warranties and acknowledgements

- 9.3 You represent and warrant that you have, before signing this Agreement, satisfied Yourself about all matters relevant to your rights and obligations under this Agreement and, if necessary, have sought legal advice.
- 9.4 You have evaluated all aspects of the Agreed Supply and have the expertise and capability (including availability of resources) to provide the Agreed Supply in accordance with this Agreement.
- 9.5 Any goods and/or services provided as part of the Agreed Supply will be complete, will have been prepared with reasonable care and will be fit for the purposes for which they are required.

10. LIABILITY AND INDEMNITY

- 10.1 You indemnify Glencore and its Related Corporations against all loss, damage and expense (including legal cost) incurred by Glencore, its Related Corporations and their Representatives in relation to:
- a) any death/injury to persons or loss/damage to property caused by any negligent act or omission by You or Your Representatives in connection with the provision of the Agreed Supply; and
 - b) any breach of this Agreement by You
- 10.2 The indemnities in this Agreement are continuing obligations which shall continue after this Agreement ends.
- 10.3 Any amount claimed by Glencore under this indemnity shall be reduced proportionally to the extent that any loss, damage or expense is directly caused or contributed to by the negligence of Glencore, its Related Corporations or their Representatives.
- 10.4 Glencore shall not be liable to You in respect of any consequential or indirect loss or damage (including loss of profits) arising out of any default or negligence of Glencore in connection with this Agreement.

11. ASSIGNMENT

- 11.1 Subject to clause 11.2, You may not assign, transfer or novate any right or obligation under this Agreement to a third party without the written consent of Glencore (not to be unreasonably withheld, provided that You indemnify Glencore against any failure by the third party to perform such obligations).
- 11.2 Either party may, with notice to the other party, assign or subcontract its rights or obligations under this Agreement to a third party if that party is a Related Corporation of the assigning party.

12. TERMINATION AND CANCELLATION

- 12.1 Either party may terminate this Agreement immediately by written notice if:
- a) the other party commits a material breach of an obligation under this Agreement and such breach is incapable of remedy;
 - b) the other party commits a material breach of an obligation under this Agreement and has not taken all

reasonable steps to rectify that breach within the reasonable time period specified by the non-defaulting party in a notice of breach (such period to be not less than seven (7) days);

- c) the other party is declared Insolvent; or
 - d) it is expressly entitled to do so under a clause of this Agreement.
- 12.2 Termination shall not relieve the parties of any obligation arising under this Agreement prior to the date of termination and shall not relieve You of the confidentiality obligations referred to in this Agreement.
- 12.3 Glencore may at any time, by written notice, cancel that part of a Purchase Order which is yet to be delivered by You. Upon receipt of a notice You must cease manufacture or provision of the Agreed Supply and mitigate Your costs. Glencore shall pay You any unrecoverable costs reasonably incurred by You prior to cancellation which are directly attributable to the placing of the Purchase Order. Upon such payment, title in all complete and incomplete goods or services that would have formed part of the Agreed Supply shall pass to Glencore.

13. FORCE MAJEURE

- 13.1 Despite any other provision in this Agreement, no party shall be liable to the other for any delay or inability to perform an obligation under this Agreement if such delay is due to a Force Majeure Event which has been notified to the other party in writing.
- 13.2 A party affected by a Force Majeure Event must:
- a) take all reasonable steps to avoid or limit the effects of the Force Majeure Event on the performance of its obligations; and
 - b) promptly recommence performing its obligations as soon as reasonably possible.
- 13.3 Either party may terminate this Agreement under clause 12.1(d) if performance is disrupted by a Force Majeure Event for a period greater than three (3) months.

14. DISPUTE RESOLUTION

- 14.1 If a dispute arises in connection with this Agreement, either party may provide the other with a notice of the dispute. Within 14 days of such notice, the parties must meet to resolve the dispute or agree on a method for doing so.

- 14.2 If the dispute is not resolved within 28 days of the notice of dispute, the dispute must be referred to arbitration.
- 14.3 Arbitration shall be conducted in the city of Glencore's registered office before a single arbitrator in accordance with the UNCITRAL rules as at present in force and in English. The arbitral decision shall be final and binding.
- 14.4 Despite the existence of a dispute the parties, subject to clause 12 and 14.5 shall continue to perform their obligations under this Agreement.
- 14.5 Nothing in this clause prevents a party from seeking injunctive or urgent declaratory relief.

15. NOTICES

- 15.1 All communications in connection with this Agreement must be in English and addressed to the relevant party in accordance with the details set out in the Purchase Order.
- 15.2 All communications take effect from the time of receipt. They will be deemed to be received:
- if sent by post, either three days (domestic) or seven days (international) after posting;
 - if sent by fax, at the time shown in the transmission report as the time the whole fax was sent;
 - if sent by email, at the time shown as the time that the email was sent.

16. VESSEL NOMINATION

- 16.1 You warrant and represent that you will not nominate any vessel in the performance of your obligations under this Agreement that is, or will become during the performance of this Agreement, in violation of US sanctions, European Union sanctions, Swiss sanctions or any other applicable sanctions (hereinafter, "Sanctions") or which would put Glencore in breach, or under designation risk, of Sanctions.
- 16.2 Glencore will have the right to reject any nomination which (a) violates any Sanctions, (b) would or could, in Glencore's reasonable opinion, put Glencore in breach, or under designation risk, of any Sanctions, or (c) otherwise involves a vessel that is the subject of any Sanctions (including, but not limited to, vessels that are the subject of Sanctions due to ownership or country of registration, or that appear on any Sanctions list), by serving a rejection notice on you detailing the grounds for the rejection. Service of such

notice shall not constitute a breach of this Agreement and Glencore shall not be liable to you for any losses, claims, costs, expenses, damages or liabilities arising in connection with any such rejection. If Glencore rejects a nomination on these grounds it shall be entitled, at its sole discretion, to (i) require you to promptly nominate a suitable substitute vessel; or (ii) terminate this Agreement.

- 16.3 To the full extent permitted by applicable law, you shall indemnify Glencore against any and all costs, expenses, losses and liabilities it incurs as a result of you nominating a vessel in breach of this clause.

17. SUPPLIER CODE OF CONDUCT

- 17.1 Undertaking to comply
You shall comply with the Glencore Supplier Code of Conduct available at <https://www.glencore.com/suppliers>, as amended from time to time (the "Glencore Supplier Code"), the terms of which are incorporated into this Agreement.
- 17.2 Processes and Controls
Your obligations under clause 17.1 of this Agreement include but are not limited to:
- instituting and maintaining processes and controls designed to ensure that you, and that each of your affiliates and any third party supplying goods or services to you that are related to the performance of this Agreement (in each case a "Relevant Third Party") complies, with the Glencore Supplier Code; and
 - carrying out your business in accordance with the Glencore Supplier Code.
- 17.3 Notification Requirements
You shall notify Glencore as soon as you become aware that there is any actual or suspected breach by you of clause 17.1 or 17.2 of this Agreement.
- 17.4 Glencore's monitoring, review and audit rights
- Glencore reserves the right to monitor, review and/or audit your compliance with clauses 17.1 to 17.3, 17.5 and 17.6, of this Agreement.
 - You shall and shall procure that your affiliates and Relevant Third Parties (including any refinery or smelter that has processed or will process any material delivered or to be delivered under this Agreement) shall, co-operate with, and provide any information and assistance reasonably requested by, Glencore in

connection with any monitoring, review and/or audit that Glencore may at its discretion undertake to verify your compliance with clause 17.1 of this Agreement.

- c) Without limiting the generality of clauses 17.4(a) and (b), Glencore shall be entitled, as part of any monitoring, review and/or audit conducted under this clause 17.4 to:
 - i. inspect relevant books, records and other documents in your possession or control; and
 - ii. speak to or otherwise communicate with your directors, officers, employees, agents and/or representatives.

17.5 Corrective Action Plan

- a) If Glencore becomes aware of facts or circumstances that, in Glencore's reasonable determination:
 - i. indicate or could lead to a breach by you of 17.1 or 17.2 ("Non-Compliance"); or
 - ii. indicate a material adverse change in the responsible sourcing risk associated with you ("Additional Risk"), then without prejudice to any other rights available to us, Glencore will notify you of the relevant facts and circumstances and you shall: (a) cooperate with, and provide any information and assistance reasonably requested by Glencore in connection with the Non-Compliance and/or the Additional Risk; and (b) shall, if requested by Glencore and following engagement with Glencore, propose a Corrective Action Plan ("Corrective Action Plan") which, if agreeable to Glencore in content and timing, shall be undertaken by you to address the Non-Compliance and/or the Additional Risk to Glencore's satisfaction.
- b) You shall, at your own cost, take all steps that are necessary and appropriate to remedy any Non-Compliance and to implement any Corrective Action Plan agreed in accordance with clause 17.5(a).

17.6 Mirror obligations

In your contractual arrangements with any Relevant Third Party, you shall use your best endeavours to procure the inclusion of terms imposing similar obligations on such third party as are set out in clauses 17.1 to 17.5 and 17.7 of this Agreement.

17.7 Consequences of breach

Glencore may, in addition to any other remedies it may have under this Agreement or at law, terminate or suspend this Agreement in whole or in part immediately by giving written notice to you if:

- a) you breach clause 17.5 of this Agreement;
- b) you breach clause 17.6 of this Agreement;
- c) there is any Non-Compliance that Glencore in our reasonable discretion, conclude to be serious and unlikely to be capable of remediation or effective mitigation pursuant to clause 17.5 of this Agreement;
- d) there is repeated Non-Compliance; or
- e) there is any intentional Non-Compliance.

18. COMPLIANCE REQUIREMENTS

- a) Compliance with laws and prohibition on improper inducements
You warrant, represent and undertake to Glencore that, in connection with the subject matter of this Agreement, you, your affiliates and you and their directors, officers, employees, agents, representatives and any other person acting on its or their behalf:
 - i. have complied with, and will comply with, all applicable laws, rules and regulations including, without limitation, sanctions, anti-bribery and corruption, anti-money laundering and tax laws; and
 - ii. have not authorized, offered, promised, paid or otherwise given, and will not authorize, offer, promise, pay or otherwise give, whether directly or indirectly, any financial or other advantage to or for the use or benefit of any public official or any private individual: (i) for the purpose of inducing or rewarding that person's improper performance of their relevant function, or (ii) that would be a breach of any applicable law.
- b) Record keeping
You shall at all times maintain accurate and complete books, records and accounts of all transactions connected with the subject matter of this Agreement in accordance with the requirements of applicable laws (including, without limitation, data retention laws).
- c) Notification requirements
You shall notify Glencore in writing as soon as you become aware that:
 - i. there is any actual or suspected breach by you of clause 18(a) or (b) of this Agreement;

- ii. any of the warranties and representations given in clause 18(a) of this Agreement are not true and accurate in all respects; or
 - iii. you, or any of your affiliates, becomes the subject of any investigation in connection with this Agreement by any law enforcement, regulatory or other governmental agency in relation to any sanctions, anti-bribery and corruption, anti-money laundering and/or tax-evasion.
- d) Termination
- i. Glencore may, in addition to any other remedies it may have under this Agreement or at law, terminate or suspend the Agreement in whole or in part (including, without limitation, any obligation to make payment to you in connection with this Agreement) immediately by giving written notice to you if:
 - A. you have breached clause 18(a) in connection with any applicable anti-bribery and corruption law, applicable sanctions, or any anti-money laundering law, or have breached clause 18(c); or
 - B. you have materially breached clause 18(a) in connection with any applicable law other than any applicable anti-bribery or corruption law, applicable sanctions, or anti-money laundering law and the breach is not capable of remedy, or where the breach is capable of remedy, you have not remedied the breach within 14 days of being requested to do so in writing by Glencore.
 - ii. Notwithstanding any other provision of this Agreement, Glencore shall have no obligation to pay any amount due to you in the event of any actual or reasonably suspected breach of the nature described in clause 18(d)(i)(A) in connection with any applicable anti-bribery and corruption law or any anti-money laundering law. In the event of a reasonably suspected breach, Glencore shall have no obligation to make any payment unless and until it has determined (acting reasonably) that there is no actual breach and notified you in writing of its determination.
- e) Raising Concerns
- You may report any concerns relating to conduct of Glencore in connection with the subject matter of this Agreement that

breaches Glencore's Code of Conduct or underlying policies to its contact at Glencore or through the Glencore's corporate Raising Concerns Programme, details of which are available

<https://glencore.raisingconcerns.org/>.

f) Sanctions

Glencore may (without incurring any liability of any nature and regardless of any subsequent ownership change to you) terminate or suspend all or any part of the Agreement with immediate effect by written notice to you or take any other action it deems necessary in order for Glencore to comply with Sanctions or avoid the risk of designation as a sanctioned person by any Applicable Sanctions Authority.

19. GENERAL

- 19.1 The governing law of this Agreement will be the law of the location of Glencore's registered office.
- 19.2 If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 19.3 This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, negotiations, arrangements and agreements whether oral or written, with respect to the subject matter of this Agreement.
- 19.4 Nothing in this Agreement will be taken to constitute either party as an employee, agent, partner or joint venturer of the other. Neither party is authorised to incur any obligation on behalf of the other party.
- 19.5 The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.
- 19.6 The parties agree to pay their own costs with respect to the preparation and execution of this Agreement.
- 19.7 A party may not make a public announcement relating to this Agreement without the approval of the other party.
- 19.8 If a provision of this Agreement is unenforceable in a jurisdiction, that provision may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement provided that such severance does not materially alter the nature of the Agreement or the commercial position of one of the parties.