Terms and Conditions

of

Atlas Professionals Australia Pty Ltd.

For

Delivery of Hired Consultants or Personnel

ATLAS NEXTWAVE

1. Definitions / Interpretation

1.1 "**Supplier**", "**Agent**", "**Agency**" shall mean **Atlas Professionals Australia Pty Ltd.**, a company incorporated and registered in Australia **(ABN number 42 617 748 544)** whose registered office is situated at **Level 36, 152 St Georges Terrace, 6000, Perth, Australia** or any of its Affiliates.

1.2 "**Customer**" shall mean the company who requested the provision of personnel including but not limited to technical, administrative and managerial personnel from the Supplier.

1.3 "**Affiliates**" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with either Atlas Professionals Australia Pty Ltd or the Customer, but excluding any legal entity operating in the United States of America that is affiliated with Atlas Professionals Australia Pty Ltd.

1.4 "**Party and Parties**" shall mean the Supplier and/or Customer.

1.5 "**Addendum**" shall mean a document entitled 'Addendum' and signed by both parties. The Addendum will amend the terms of the Contract as set out at clause 2 of this Contract.

1.6 "**Client**" shall mean any client of the Customer.

1.7 "**Confidentiality Agreement**" shall mean the Confidentiality Agreement that all Consultant or Personnel hired by the Supplier shall sign prior to any assignments.

1.8 "**Confidential Information**" shall mean: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the Customer or Client and covering:

(i) The project which the Consultant or Personnel (referred to as the "Individual") is assigned;
(ii) Data collected in any form;
(iii) The business, products, affairs and finances of the Customer or Client
(iv) Trade secrets

and which for the time being is confidential to either the Customer or the Client and includes without limitation technical data and know-how relating to the Customer or Client or the project to which the Individual is assigned by the Customer or any of the business contacts of the Customer or Client.

1.9 "**Contract**" shall mean these Terms and Conditions (this document).

1.10 "**Core Compliance**" means the compliance obligations set out in Appendix 1 (Core Compliance & Business Conduct), as may be amended from time to time in accordance with this Contract.

1.11 "**Consultant**" shall mean any self-employed individual or company introduced by and/or contracted to the Customer by the Supplier.

1.12 "**Door to door**" shall mean a period in whole days commencing on and including the date that the Consultant or Personnel travels from the Point of Origin to the work location and ending on and including the date when the Consultant or Personnel returns to his Point of Origin.

1.13 "**Equal time**" shall mean a period of leave equal in time to each Service Period.

1.14 "**MLC**" means the International Labour Organization (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.

1.15 "**Personnel**" shall mean any individual employed by the Supplier and contracted to the Customer.

1.16 "**Point of Origin**" shall mean the destination from which the Consultant or Personnel commences travel, which shall be the home of said person unless agreed otherwise in advance by the Customer and Supplier.

1.17 "**Relevant Period**" means the period of twelve calendar months from the final day that either a Consultant ceases to be hired to or introduced by the Supplier to the Customer or the services of Personnel were provided by the Supplier to the Customer.

1.18 "**Service Period**" shall mean any period or periods in days specified in the individual Purchase Orders that a Consultant is hired or Personnel are provided to the Customer from the Supplier.

1.19 Words in the singular shall include the plural and words in the masculine shall include the feminine and vice versa.

1.20 The Customer and Supplier agree with clauses within this Contract intended to operate or continue after termination of individual Consultant or Personnel hire Purchase Orders.

1.21 The headings in this Contract are for reference purposes only and shall not affect the interpretation of this Contract.

1.22 No variation of this Contract shall have effect unless made in writing and signed by duly authorised representatives of the Supplier and the Customer.

1.23 This Contract shall prevail over all terms and conditions of the Customer trade or customary practice or previous course of dealing between the Supplier and the Customer.

2. Addendum

2.1 Without prejudice to the remainder of the Contract, where there are any specific provisions relating to the Contract these are set out in the Addendum.

2.2 For the avoidance of doubt, in the event of any inconsistency between the terms of the Contract and the terms of the Addendum, the terms of the Addendum will prevail.

3. Hire of Consultants/Provision of Personnel

3.1 The Supplier will procure that the Consultant or Personnel:

(i) promptly give to the Customer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services under the assignment;

(ii) complete the report on the fulfillment of the assignment as may be required by the Customer.

3.2 If the Consultant or Personnel is unable to provide the Services due to illness or injury the Supplier shall advise the Customer of that fact as soon as reasonably practicable. Where the Individual becomes ill on an assignment, the Supplier shall provide the Customer with a replacement for the Individual as soon as reasonably practicable and at its own expense.

3.3 Without prejudice to the above the Supplier shall where appropriate provide Personnel to the Customer under contract in accordance with the terms and conditions of this Contract

3.4 By the Customer engaging a Consultant or the Supplier providing Personnel, the Customer shall be deemed to have accepted the terms and conditions of this Contract.

4. Fees (rates)

4.1 The Supplier shall provide Personnel to the Customer under Contract in accordance with the fees as stated in the Placement Confirmation or as agreed on an individual basis between the Parties.

5. Purchase Orders

5.1 It is agreed by the Customer that on each occasion a Consultant is hired or Personnel are required the Customer shall submit a completed purchase order. The Purchase Order should be sent by facsimile or electronic mail to the Supplier and contain information on the following:

(i) Name of the Consultant or Personnel.

(ii) Nature of the services of the Consultant or Personnel.

(iii) Location of the Project location (where the services are to be provided).

(iv) Vessel name (if applicable)

(v) Vessel flag (if applicable)

(vi) Estimated commencement date.

(vii) Approximate duration of services and stating the period is chargeable Door to Door.

(viii) The proposed fees and currency.

5.2 The Customer shall be responsible for ensuring the accuracy of the information contained in any purchase order.

5.3 The Customer shall provide sufficient information to enable the Consultant or Personnel to provide their services.

5.4 The Supplier shall provide copies of medical and survival certificates, passport, and any other industry standard documents which pertain to the Consultant or Personnel and which are required by the Client.

5.5 Each purchase order for the supply of Consultants or personnel shall constitute a separate contract relating to each individual.

6. Termination

6.1 Termination for Convenience

The Customer may at any time and for any reasons whatsoever, whether or not the Supplier is in default, terminate this Contract in whole or in part by giving written notice to the Supplier specifying the part or parts of the work to be terminated and the effective date of termination. Such written notice shall be sent to the Supplier 7 calendar days prior to the required effective date of termination. In the event of termination of convenience of any Purchase Orders under this Contract, compensation will be payable by the Customer to the Supplier to include payment of all documented expenses incurred by the Supplier, such as hire days already completed up to and including the day the Consultant or Personnel returns to his Point of Origin and in addition for cancellation prior to the travel date for the Consultant or Personnel, additional compensation to represent a charge for air travel tickets and associated expenses already incurred by the Supplier which will be charged to the Customer at cost plus 15%. All reasonable travel expenses including receipts shall be submitted to the Customer within 90 days of completion of the project.

6.2 Termination for Default

In addition to any other right of termination provided for in other articles hereof, either Party may forthwith terminate this Contract by written notice to the other Party in any of the following events: (i) Either Party shall be entitled to terminate this Contract immediately, by written notice to the other Party, if the other Party becomes bankrupt or insolvent, institutes proceedings, in case proceedings are instituted for its bankruptcy or insolvency, in case a receiver is appointed for itself, its property or any part thereof or in case of issuance of an order for an attachment of the properties of the other Party. (ii) In case of any material default of a Party, including breach of a major obligation under this Contract, or a non-performance which constitutes a material breach of the Contract, the non-breaching Party shall give the other Party written notice of default, and provided the defaulting Party within 30 calendar days has not either remedied or presented a satisfactory plan to remedy the default of the non-performance or the breach, the other Party may terminate this Contract within 5 calendar days written notice hereof by registered mail to the Party in default.

6.3 Termination and expiration of this Contract shall not relieve the Party's obligations to pay invoices that may be due and unpaid at the date of termination.

7. Invoicing and Payment

7.1 The Supplier shall invoice the Customer each calendar month. Unless otherwise agreed by Customer and Supplier, any one invoice shall relate to one Purchase Order. Unless the Consultant or Personnel changes project, invoices for expenses shall be raised per Consultant or Personnel or per Purchase Order depending on the Customer's requirements. Invoices shall be settled no later than 30 days from the date of invoice. Interest shall accrue on overdue amounts at a rate of 5% above the cash rate target published by the Reserve Bank of Australia (RBA), accruing daily and compounding monthly until payment is made in full.

7.2 All payments in respect of invoices submitted by the Supplier in respect of Consultants or Personnel shall be made direct to the Supplier without deduction, set-off, contra settlement (whether in law or equity) or counter-claim. The Customer is entitled to withhold any cash advances or payments made to the Consultant or Personnel where correctly signed for and notified to the Supplier in writing within 7 days of the advance being made.

7.3 Without limitation to any other rights or remedies the Supplier reserves the right to withhold the provision of its services and its Personnel and invite Consultants to stop providing their services in the event of non-payment by the Customer, subject to the Customer being given 7 days' notice to remedy the situation before withdrawal of services.

8. Travel and Subsistence

8.1 The Customer will provide or reimburse at cost +15% all travel from the Point of Origin to the project location and return to the Point of Origin.

8.2 The Customer will be responsible and liable for the cost of travel and making arrangements for Consultants and /or Personnel to travel to their Point of Origin as a result of the Customers' work project being suspended or terminated for whatever reason. If such travel is arranged by the Supplier, this will be charged at cost + 15%.

8.3 The Customer by prior agreement with Supplier may contact Consultants or Personnel direct to organise travel.

8.4 The Customer will provide reasonable subsistence and accommodation for Consultants and Personnel whilst under contract.

8.5 The Supplier can arrange and fund travel for Consultants or Personnel if required by the Customer. Travel will be arranged in accordance with the Customer travel policy. The cost of travel and an administration fee will be recharged to the Supplier in accordance with Clause 7 (Invoicing and Payment).

8.6 A 15% administration fee will be added to invoices presented for documented travel and associated expenses incurred by Consultants or Personnel and/or the Supplier.

8.7 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Suppliers appointed travel agent, or travel provider, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

9. Permanent Employment, Direct Contracting and Other Suppliers

9.1 The Customer will;

9.1.1 not during the relevant period (without prejudice to the rights of individual Consultants or Personnel) offer permanent or part-time employment whether under a service contract or contract for services to Consultants or Personnel (or any individual employed by a Consultant if a company) except by mutual agreement between the Supplier and the Customer provided that the Supplier’s agreement shall not be unreasonably withheld where such Consultant or Personnel is offered a permanent position.

9.1.2 be liable with reference to any agreed appointment pursuant to clause 9.1.1 to pay a placement fee to the Supplier on the same payment terms as referred to in clause 7 and clause 10 if the Consultant or Personnel is offered employment placement, or a direct service contract or subcontract or contract for services by the Customer, or any other company within the same group of companies as the Customer or a holding or subsidiary of the Customer during the Relevant Period that the Consultant or Personnel ceased to be hired to, or introduced by, the Supplier to the Customer.

9.1.3 notify the Supplier of any application for permanent or temporary employment of whatever nature that is being processed at the date of any active Purchase Orders, or within 6 months prior to this date. Failure to notify Supplier of the aforesaid will result in Supplier presenting an invoice to the Customer for placement fees.

10. Placement Fees

10.1 The current rate for direct employment placements is calculated as a percentage of the first year’s gross income for the relevant individual. The current placement fee is 15%. For offshore workers gross income will be calculated for 183 days offshore sea pay and any benefits earned in the first year. For onshore workers gross income will be calculated for 242 onshore days and any benefits earned in the first year. This fee is subject to the sliding scale for service period served as set out below:

Length of Continuous Service	Placement Fee (%)
Less than 1 year	15%
1 - 2 years	10%
2 - 3 years	5%
More than 3 years.	0%

"Length of Continuous Service" shall mean a period of continuous contracting by the consultant to the Customer, without any interruptions in work schedule.

10.2 If an annual salary is not supplied by the Customer to the Supplier, for the purposes of calculating the placement fee, the Supplier will use the standard day rate of the Consultant or Personnel, multiplied by 183 days (offshore workers), or 242 (onshore workers), to calculate an approximate annual salary on which to base the placement fee percentage.

10.3 Refund of placement fee.

If the employment of the consultant terminates for any reason, before 6 months from its commencement, the following refund will be applied by the Supplier to the Customer;

0 - 1 months 75% refund
2 - 3 months, 50% refund
3 - 6 months, 25% refund

If the employment is broken for any reason during the first 12 months from its commencement, and the Consultant returns to the employment of the Customer within this period, the Customer agrees to repay any refund given by the Supplier with respect to the placement fee payable within 30 days from date of invoice.

11. General Suitability of Consultant or Personnel

11.1 The Supplier endeavours to make every reasonable effort to ensure the suitability of Consultants and Personnel. It is agreed by the Customer that the Supplier will not be held responsible for any failure on the part of the Consultant or the Personnel to conform to the standard of work set by the Customer or any Client of the Customer. The Supplier is not responsible for any errors or omissions within the curriculum vitae of Consultants or Personnel presented to the Customer.

11.2 It is agreed by the Customer that the Supplier will not be held responsible for any failure on the part of Consultants or Personnel to carry out any task assigned to the Consultant or Personnel by the Customer or Client.

11.3 During the Service Period the Consultants and Personnel shall not to be under the control and direction of the Supplier.

11.4 Any complaint regarding the services provided by Consultants or Personnel should be made by the Customer to the Supplier during the service period, and not later than 21 days after the Service Period has terminated.

11.5 Employment status and labour hire compliance

11.5.1 Nothing in this Contract creates a relationship of employment, partnership, or joint venture between the Customer and any Personnel or Consultant supplied by the Supplier.

11.5.2 Atlas Professionals Australia Pty Ltd acts solely as a labour hire provider in respect of Personnel and as an introducing agent in respect of Consultants.

11.5.3 the Supplier shall maintain all licenses and registrations required under the Labour Hire Licensing Acts applicable in the States and Territories where Personnel are deployed

12. Confidentiality

12.1 The Supplier acknowledges that in the course of the engagement it and the Consultant or Personnel will have access to Confidential Information. The Consultant or Personnel has therefore agreed to accept the restrictions in this clause 12.

12.2 The Supplier shall not, and shall procure that the Consultant or Personnel shall not (except in the proper course of its or his duties) either during the Service Period or at any time after the completion of the Client project, use or disclose to any firm, person or company (and shall use its best endeavours and procure that the Consultant or Personnel shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

12.2.1 any use or disclosure authorised by the Customer or required by law; or

12.2.2 any information which is already in, or comes into, the public domain otherwise than through the Supplier's or the Consultant or Personnel's unauthorised disclosure.

All documents, manuals, hardware and software provided for the Individual's use by the Customer or Client, and any data or documents (including copies) produced, maintained or stored on the Supplier's computer systems or other electronic equipment (including mobile phones if provided by the Company), remain the property of the Customer.

13. Taxation and Customer Responsibilities

13.1 The Supplier shall be responsible for all statutory obligations relating to income tax, PAYG withholding, and superannuation contributions for Personnel employed by the Supplier, in accordance with the Income Tax Assessment Act 1997 (Cth) and the Superannuation Guarantee (Administration) Act 1992 (Cth).

13.2 The Customer shall promptly inform the Supplier of the work location and any change thereof, and shall disclose any known foreign tax liabilities arising from the project location that may impact either Party.

13.3 The Customer will make the Supplier aware of any foreign tax liabilities incurred by either the Supplier or its Personnel and Consultants and which arise as a consequence of the work location and of which the customer has or gains knowledge.

13.4 Subject to clause 13.3 above, the Supplier shall not be liable for any tax or levy imposed on the Customer, nor shall the Customer be liable for taxes payable by the Supplier, except as expressly agreed in writing.

13.5 Consultant or Personnel Fees (rates) may be increased for work in certain areas where additional tax / NI liabilities apply. Rates for applicable work areas, where tax / NI issues apply, will be agreed prior to and confirmed within the purchase order.

14. Application of Hire Prices and Rates and Termination of Services

14.1 Each Service Period commences on the day that the Consultant or Personnel leaves his Point of Origin to travel to the project location as defined in the relevant purchase order. The hiring ends on and includes the day the Consultant or Personnel returns to his Point of Origin. If the return travel is deviated at the request of the Personnel or Consultant, the hiring will end on and include the day that the Personnel or Consultant would have arrived at his Point of Origin if no deviation had occurred. The full hire day rate will be applied to the entire Service Period. Should a Consultant or Personnel become ill or have an accident whilst on hire, the Customer will ensure that the Supplier is kept fully informed of the situation, and where necessary will liaise with the Supplier’s Insurers or their agent to ensure a timely and effective remedy. Any other hire rates agreed should be fully stated on the Purchase Order.

15. Safety at Work

15.1 The Customer shall ensure that all Consultants and Personnel receive a safety induction or tour at the work location prior to commencing their duties. Consultants and Personnel shall be responsible for providing their own personal protective equipment (PPE), including overalls, hard hats, and appropriate safety footwear (such as sea boots or other oil industry–standard footwear suitable for offshore or onshore use). If the Customer requires Consultants or Personnel to use only Customer-issued equipment or clothing, the Customer shall provide such items free of charge. The Customer shall be solely responsible for:

15.1.1 providing any additional safety clothing, equipment, or protective measures necessary for the performance of the work;

15.1.2 ensuring that the work environment complies with all applicable international health, safety, and industry standards; and

15.1.3 implementing and enforcing all site-specific safety rules, risk assessments, and control measures.

15.2 The Supplier shall not be responsible or liable for the provision, maintenance, or adequacy of any safety equipment, clothing, or other protective measures at the work location.

15.3 The Customer shall indemnify, defend, and hold harmless the Supplier, its affiliates, and their officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

15.3.1 any breach by the Customer of its obligations under this clause; or

15.3.2 any injury, illness, damage, or loss sustained by any person (including Consultants or Personnel) as a result of the Customer’s failure to comply with applicable health and safety obligations or industry standards.

15.4 The Customer shall comply with all applicable requirements under the Work Health and Safety Act 2011 (Cth) and any corresponding State or Territory legislation in relation to the health, safety, and welfare of all Personnel and Consultants engaged at the work location.

15.5 The Customer shall be responsible for providing a safe working environment for Consultants or Personnel and shall ensure that the working environment conforms with the international Health and Safety Executive standards appropriate to the workplace.

15.6 It is the Consultant's and/or the Personnel’s responsibility to observe all relevant laws and regulations applicable to the place of work and the provision of services by the Consultant.

15.7 It is the Consultant's and/or the Personnel’s responsibility to comply with the Customer’s Health & Safety & Environment (HSE) Policy.

This indemnity is specific to health, safety and environmental matters and shall apply without prejudice to the general mutual indemnities and liability allocations set out in Clause 20.

16. Certification, Survival & Fire-fighting, Medical Examinations

16.1 The Supplier is responsible for ensuring that Consultant and Personnel industry survival and fire-fighting certification and medical certification is valid and complies with Customer specification and instructions. Consultants are responsible for renewing their certification as and when required.

17. Insurance

17.1 The Supplier shall maintain, and shall ensure that its subcontractors maintain, the following insurances during the performance of the Services and for a reasonable period thereafter:

17.1.1 Workers Compensation Insurance, as required under the applicable State or Territory legislation.

17.1.2 Public Liability Insurance with a minimum coverage of AUD 10 million per occurrence.

17.1.3 Professional Indemnity Insurance with a minimum coverage of AUD 5 million per claim.

17.2 Certificates of insurance shall be provided to the Customer upon request.

18. Evacuation and Repatriation from Vessel or Work Location

18.1 The Customer will be responsible for the evacuation and any necessary repatriation of any Personnel and/or Consultant, and will employ the same procedures and criteria which apply in the case of the Customer's own employees.

18.2 Where applicable, the Customer will evacuate the Personnel and / or Consultant to the nearest hospital. Thereafter, the Customer will contact the Supplier, for the Supplier to liaise with their emergency service to facilitate further treatment repatriation and/or evacuation of any Personnel or Consultant.

18.3 The Customer will keep the Supplier informed at the soonest possible opportunity of any developments which require medical intervention, repatriation and/or evacuation of any Personnel or Consultant.

18.4 The cost of the repatriation and/or evacuation from the work location to the nearest onshore facility will be met by the Customer. The Supplier will manage and be responsible for all costs relating to the further treatment and/or repatriation from the onshore location to the Personnel or Consultants country of residence.

18.4.1 The Supplier reserves the right to refuse liability for repatriation and/or evacuation costs if the Customer has not informed the Supplier of the repatriation and/or evacuation incident occurring.

19. Substance Abuse & Blood & Urine

19.1 The Supplier will endeavour to ensure that all Personnel and Consultants shall comply with the Customer and/or Client substance abuse policy to the extent that such policy is made known to the Supplier. The Supplier understands and agrees that the Customer and/or Client's substance abuse policy may require Personnel or Consultants to consent to the searching of their persons and/or belongings by the Customer or Client's authorised representatives. If required by contract or law or other statute or if it is considered necessary by authorised persons, Personnel or Consultants shall consent to the giving of a blood or urine sample. The taking of a blood or urine sample shall be administered by a qualified medical practitioner or a trained medical orderly under European standards, or equivalent, of clinical hygiene. The right of refusal to submit to providing a blood sample will be sustained should the Personnel:

19.1.1 be able to demonstrate objection on medical grounds in which case a urine sample may be offered;

19.1.2 have reason to believe that the conditions of clinical hygiene do not conform to European or equivalent standards;

19.1.3 have reason to believe that the person taking the blood sample is not qualified or competent so to do.

20. Liability and Indemnity

The Parties acknowledge that this Clause 20 sets out their mutual allocation of risk on a "knock-for-knock" basis and is intended to operate to the fullest extent permitted by Australian law. Nothing in this Contract shall be construed to exclude or restrict any liability that cannot lawfully be excluded or indemnified under any applicable statute, regulation, or public policy requirement.

20.1 The Customer shall be responsible for and shall release, defend, indemnify, and hold harmless the Supplier from and against any and all liabilities, claims, losses, damages, and expenses (including reasonable legal costs) arising from:

20.1.1 death, illness, or injury to any person of the Customer; and

20.1.2 loss of or damage to any property of the Customer regardless of cause, including where such loss or damage is caused or contributed to by the negligence or other fault of the Supplier.

This indemnity shall not apply in cases of the Supplier's sole negligence, gross negligence, fraud, or wilful misconduct

20.2 The Supplier shall be responsible for and shall release, defend, indemnify, and hold harmless the Customer from and against any and all liabilities, claims, losses, damages, and expenses (including reasonable legal costs) arising from:

20.2.1 death, illness, or injury to any person of the Supplier; and

20.2.2 loss of or damage to any property of the Supplier, regardless of cause, including where such loss or damage is caused or contributed to by the negligence or other fault of the Customer.

This indemnity shall not apply in cases of the Customer's sole negligence, gross negligence, fraud, or wilful misconduct.

20.3 Each Party shall indemnify the other for third-party claims only to the extent that such claims arise from the acts, omissions, or negligence of that Party or its Group.

20.4 Nothing in this Contract requires either Party to indemnify the other for any liability which cannot lawfully be contracted out of, including but not limited to liabilities under:

20.4.1 any applicable Workers Compensation or Workplace Injury legislation; or

20.4.2 the Work Health and Safety Act 2011 (Cth) or corresponding State or Territory legislation. Each Party remains responsible for compliance with its own non-delegable duties under such laws.

20.5 Each Party shall maintain appropriate insurance to support the indemnities it provides, and the indemnities in this Clause 20 shall apply only to the extent permitted by the terms of such insurance and by law.

20.6 Except for liabilities arising from fraud, wilful misconduct, or those that cannot be excluded by law, each Party's aggregate liability under this Contract shall not exceed the greater of AUD 100,000 or the total value of the applicable Purchase Order.

20.7 For the purposes of this clause 20, "Customer", "Supplier" and "Party" shall include Customers parent, subsidiary and affiliated companies (where affiliated means any entity more than 50 per cent owned, either directly or indirectly, by Customers ultimate parent company), subcontractors, co-venturers and other contractors (including Customer's client if any), and its respective owners, shareholders, directors, officers and employees (where any person provided by the Customer in connection with the services shall be deemed the Customer employee).

20.8 Neither Customer or Supplier shall be liable to the other (or anyone for whom the other may be acting) for special, indirect or consequential and/or contingent loss or damage (and such loss or damage shall include without limitation loss of use or profit, loss of revenue, loss of product, liquidated damages or penalties, economic loss, delay in operations, loss of contracts, loss of business or loss of mineral reservoirs) whether or not the same are foreseeable and whether arising out of breach of contract tort, statutory duty or otherwise.

For the avoidance of doubt, any specific indemnities contained elsewhere in this Contract (including but not limited to Clause 15 Safety and PPE, and Clause 25 MLC Compliance) shall operate in addition to, and not in limitation of, the provisions of this Clause 20.

21. Force Majeure

21.1 Neither Party shall be in breach of these terms and conditions if there is any total or partial failure of performance by it or its duties and obligations under the terms and conditions of this Contract, occasioned by any act of God, strike, lockout, other industrial disturbance, Government restriction, act of public enemy, war, terrorism, blockage, riot, lightening, fire, storm, flood, explosion, civil commotion, insurrection, embargo, sabotage, labour disputes of whatever nature and any other reason beyond such Party's reasonable control. Force Majeure shall not however excuse payment by the Customer for services performed up until the event of Force Majeure.

21.2 If either Party is unable to perform its duties and obligations under these terms and conditions as a direct result of the effect of one of those reasons that Party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of these terms and conditions shall be suspended during the period (and only during the period) in which the reason continues. If the aforementioned reason or reasons persist or will persist for more than 10 calendar days, either party shall have the right to terminate the Contract by giving written notice to the other Party.

21.3 Nothing in this clause relieves either Party of its obligation to make payment for Services duly performed prior to the occurrence of the Force Majeure event. The Party claiming relief must use all reasonable endeavours to mitigate the impact of the event and resume performance as soon as practicable.

22. Data Protection

22.1 Supplier shall ensure that the Consultant or Personnel consents to the Customer collecting, holding, and processing their personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) for legitimate business, personnel, administrative, and management purposes.

23. Environmental, Social and Governance (ESG) Principles

23.1 Commitment to ESG

The Supplier and the Customer acknowledge the importance of responsible business practices in line with Environmental, Social, and Governance ("ESG") principles. Both Parties agree to conduct their activities under this Agreement in accordance with applicable laws and internationally recognised ESG standards.

23.2 Ethical Employment and Labour Standards

The Supplier shall ensure that all Personnel supplied to the Customer are engaged in compliance with applicable employment, labour, and immigration laws, and that no forced, compulsory, or child labour is used. Personnel shall be treated fairly, respectfully, and in a safe working environment.

23.3 Diversity, Equity and Inclusion (DEI)

The Supplier shall use reasonable endeavours to promote diversity, equity, and inclusion in the recruitment and placement of Personnel. The Customer shall not unlawfully discriminate against Personnel supplied by the Supplier and, where applicable, shall cooperate to support DEI objectives.

23.4 Environmental Responsibility

Both Parties shall take reasonable steps to minimise environmental impacts arising from their operations, including promoting efficient use of resources, digital or paperless processes, and reducing unnecessary travel.

23.5 Governance and Compliance

Each Party shall maintain policies and procedures to ensure compliance with anti-bribery, corruption, data protection, human rights, and other applicable laws. Upon reasonable request, the Supplier may require the Customer to provide information demonstrating compliance with ESG principles.

23.6 Breach and Remediation

A material breach of this Article shall constitute a material breach of the Agreement. The non-breaching Party may require corrective action within a reasonable timeframe and, if compliance is not achieved, may suspend or terminate the Assignment without liability.

23.7 Continuous Improvement

The Parties agree to cooperate, where reasonable, to identify opportunities to enhance ESG performance throughout the duration of their business relationship.

24. Obligations upon completion of assignment or termination

23.1 On the completion of an assignment the Supplier shall, and shall procure that the Consultant or Personnel shall:

24.1.1 immediately deliver to the Customer or the Client (where directed to do so by the Customer) all documents, materials, records, correspondence, papers and information (on whatever media and wherever located) relating assignment which is in its or his possession or under its or his control;

24.1.2 irretrievably delete any information relating to the assignment stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Customer; and

24.1.3 provide, if so requested, a signed statement that it or he has complied fully with its or his obligations under this clause.

25. Maritime Labour Convention

25.1 The Customer shall provide the Supplier with a copy of Part I of the Declaration of Maritime Labour Compliance for any vessel that the Consultants or Personnel may be working on.

25.2 The Customer shall ensure compliance with the MLC in respect of any Consultant or Personnel supplied to them by the Supplier.

25.3 The Customer shall procure insurance cover or financial security to satisfy its financial security obligations under the MLC, including but not limited to compensation for the vessel's loss or floundering (A2.6 of MLC).

25.4 The Customer shall fully indemnify, protect, defend and hold harmless the Supplier from any and all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with the Supplier's failure to comply with the MLC.

25.5 Prior to the commencement of hire of any Personnel or Consultant the Customer will inform the Supplier whether any required Consultant or Personnel will be in an emergency type role onboard a vessel and subsequently noted on the vessel's muster list. Should any additional training be required as a result of the Consultant or Personnel being noted on the muster list, the Customer shall inform the Supplier immediately and bear the costs of any additional training such as STWC courses.

25.6 The Customer shall procure insurance cover or financial security to satisfy its financial security obligations under the MLC, including but not limited to compensation for the vessel's loss or floundering (A2.6 of MLC).

25.7 As a minimum, the Customer shall ensure compliance with the following MLC articles and regulations in respect of any Consultants or Personnel working onboard a vessel and supplied by the Supplier. If the Customer becomes aware of a contravention of any of the following articles, the Supplier shall be informed immediately:

i. Regulation 2.3 – Hours of work and hours of rest
ii. Regulation 3.1 – Accommodation and recreational facilities
iii. Regulation 3.2 - Food and catering
iv. Regulation 4.1 - Medical care onboard ship and ashore
v. Regulation 4.3 – Health and safety protection and accident prevention
vi. Regulation 4.4 - Access to shore based welfare facilities
vii. Regulation 5.1.5 – On-board complaint procedures

26. Core Compliance

26.1 Each Party shall comply with the Core Compliance requirements.

26.2 The Parties agree that Appendix 1 forms an integral part of this Contract and is binding on both Parties.

26.3 In the event of any conflict between the provisions of Appendix 1 and any policy or requirement imposed by Party A, the provisions of Appendix 1 shall prevail unless otherwise expressly agreed in writing.

26.4 Party A shall not require Party B to act in a manner that would result in a breach of Core Compliance or Applicable Laws.

26.5 Party B shall be entitled to rely on and enforce the provisions of Appendix 1, including any rights to suspend and/or terminate performance in accordance with its terms.

27. Governing Law and Jurisdiction

27.1 This Contract shall be governed by and construed in accordance with the laws of the State of Western Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia, and each Party waives any objection to proceedings being brought in those courts on the grounds of venue or forum non conveniens.

28. Assignment

28.1 Should either Party hereto be the subject of merger or any other form of re-organisation, the successor in law to such Party shall also be bound by the terms of this Contract as if the successor was an original party hereto.

28.2 The Parties shall not be entitled to assign or transfer its rights or obligations under this Contract without a prior written approval by the other Party. It is agreed by both parties that consent to assign or transfer is not to be unreasonably withheld or delayed.

29. Entire Agreement

29.1 This Contract together with all documents entered or to be entered into pursuant to its provisions constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements understandings or discussions between the parties other than representations made fraudulently.

29.2 Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by the other in relation to the subject matter of this Contract, save those expressly set out in this Contract and the other documents referred to above and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Contract save to the extent that they arise out of the fraud or fraudulent misrepresentation of any Party.

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Appendix 1 – Core Compliance & Business Conduct

1. Definitions

For the purposes of this Appendix:

1.1. "**Party A**" means the Client / Customer entity receiving services under the Contract.

1.2. "**Party B**" means the Supplier / Service Provider providing personnel or services under the Contract.

1.3. "**Personnel**" means any employee, contractor, consultant, or other individual supplied or engaged by Party B to perform services under the Contract.

1.4. "**Applicable Laws**" means all laws, statutes, regulations, codes, and legally binding standards applicable to a Party in connection with the performance of the Contract, including (without limitation) those relating to employment, anti-corruption, data protection, sanctions, and health and safety.

1.5. "**Sanctions**" means any economic or trade sanctions laws, regulations, embargoes, or restrictive measures administered or enforced by any relevant governmental authority, including but not limited to the European Union, United Nations, United Kingdom, or United States.

1.6. "**Anti-Corruption Laws**" means all applicable laws relating to anti-bribery, anti-corruption, fraud, and financial crime, including (where applicable) the UK Bribery Act and the US Foreign Corrupt Practices Act.

1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.

1.8. "**Compliance Policies**" means a Party's internal policies and procedures relating to ethics, conduct, anti-corruption, workplace behaviour, and regulatory compliance.

2. General Compliance Obligation

2.1. Each Party shall comply with all Applicable Laws in connection with the performance of this Contract.

2.2. Party A acknowledges that Party B operates Compliance Policies and agrees not to require Party B or its Personnel to act in a manner inconsistent with such policies or Applicable Laws.

2.3. Where Party A policies apply, these shall:

2.3.1. Be provided in writing in advance; and

2.3.2. Not materially conflict with Applicable Laws or impose disproportionate operational burden on Party B.

3. Workplace Conduct & Ethics

3.1. Each Party shall maintain a working environment free from discrimination, harassment, and bullying.

3.2. Each Party shall maintain appropriate policies addressing:

3.2.1. Diversity, equity and inclusion

3.2.2. Anti-harassment and grievance procedures

3.3. Party B confirms that such matters are incorporated within its internal policies and procedures (including HSE frameworks where applicable).

4. Human Rights & Labour Standards

4.1. Each Party shall comply with internationally recognised human rights and labour standards, including:

4.1.1. Prohibition of forced labour and human trafficking

4.1.2. Prohibition of child labour

4.1.3. Respect for freedom of association (where legally permitted)

4.2. Party A shall not require Personnel to work under conditions that violate Applicable Laws or recognised industry standards.

5. Anti-Corruption & Financial Crime

5.1. Each Party shall comply with all Anti-Corruption Laws.

5.2. Neither Party shall:

5.2.1. Offer, give, or receive any bribe or improper advantage

5.2.2. Engage in facilitation payments (unless legally permitted and unavoidable)

5.2.3. Engage in fraud, tax evasion, or financial misconduct

5.3. Reasonable and proportionate hospitality is permitted, provided it is lawful and not intended to improperly influence decisions.

6. Sanctions & Trade Compliance

6.1. Each Party represents that it is not subject to Sanctions and is not acting on behalf of any sanctioned entity.

6.2. Each Party shall comply with all applicable Sanctions and export control laws.

6.3. Party B shall not be required to perform services where doing so would expose it to sanctions risk or legal restriction.

7. Conflicts of Interest

7.1. Each Party shall take reasonable steps to identify and manage conflicts of interest.

7.2. Any actual or potential conflict shall be disclosed promptly.

7.3. The Parties shall cooperate in good faith to mitigate such conflicts.

8. Data Protection & Information Security

8.1. Each Party shall comply with Applicable Laws relating to data protection (including GDPR where applicable).

8.2. Party A shall:

8.2.1. Use Personal Data solely for purposes related to this Contract;

8.2.2. Implement appropriate technical and organisational security measures.

8.3. Each Party shall maintain appropriate IT and cybersecurity safeguards.

8.4. Any data breach affecting the other Party shall be notified without undue delay.

9. IT Systems & Communications

9.1. Party A shall ensure that access to its IT systems is:

9.1.1. Limited to what is necessary; and

9.1.2. Subject to reasonable security requirements.

9.2. Personnel shall comply with reasonable IT policies provided in advance.

9.3. Party B shall not be liable for failures or issues arising from Party A systems, except where caused by Party B's proven breach.

10. Health, Safety & Substance Abuse

10.1. Party A remains responsible for providing a safe working environment, as set out in the Contract and any HSE requirements.

10.2. Personnel shall comply with applicable site safety and substance abuse policies.

10.3. Any testing requirements must be lawful, proportionate, and communicated in advance.

11. Whistleblowing & Reporting

11.1. Each Party shall maintain mechanisms for reporting suspected misconduct.

11.2. Personnel may report concerns through Party B's reporting channels without retaliation.

11.3. Party A shall not take adverse action against any individual raising a genuine concern.

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12. Environmental & Corporate Responsibility

12.1. Each Party shall comply with applicable environmental laws and standards.

12.2. Party A shall provide relevant environmental requirements for the worksite where applicable.

12.3. The Parties shall use reasonable efforts to support responsible and sustainable business practices.

13. Supply Chain Compliance

13.1. Party B shall ensure that any subcontractors engaged in connection with the Contract are subject to obligations substantially equivalent to those set out in this Appendix.

13.2. Party B shall remain responsible for the acts and omissions of its subcontractors.

13.3. Party A shall not require the use of any subcontractor that would expose Party B to a breach of Applicable Laws or this Appendix.

14. Records & Documentation

14.1. Each Party shall maintain accurate books, records, and documentation sufficient to demonstrate compliance with Applicable Laws.

14.2. No Party shall maintain off-book accounts or falsified records.

15. Compliance Notifications

15.1. Each Party shall promptly notify the other of:

a) any investigation by a regulatory authority relating to this Appendix;

b) any actual or suspected material breach;

c) any sanctions designation affecting the Party or its affiliates.

16. Suspension Rights

16.1. Party B may suspend performance (without liability) where it reasonably believes that continued performance would:

a) breach Applicable Laws;

b) expose it to sanctions or regulatory risk; or

c) violate its Compliance Policies.

16.2. The Parties shall cooperate in good faith to resolve the issue.

17. No Employment or Agency

17.1. Nothing in this Appendix shall create any employment, agency, or partnership relationship between Party A and Personnel.

17.2. Party A's supervision of Personnel shall be limited to operational direction and shall not alter Party B's role as employer or provider.

18. Insurance & Compliance Alignment

18.1. Each Party shall maintain appropriate insurance coverage consistent with its obligations under this Appendix.

18.2. Each Party shall, upon reasonable request, provide evidence of such insurance.

19. Modern Slavery Compliance

19.1. Each Party shall comply with applicable modern slavery legislation, including the UK Modern Slavery Act 2015 where applicable.

19.2. Upon reasonable request, each Party shall confirm the existence of policies and controls addressing modern slavery risks.

20. Cooperation & Compliance Procedure

20.1. The Parties shall cooperate in good faith in all matters relating to compliance with this Appendix and Applicable Laws.

20.2. Such cooperation shall include, without limitation:

20.2.1. the timely exchange of relevant information reasonably required to assess compliance risks;

20.2.2. coordination in responding to regulatory enquiries, inspections, or investigations;

20.2.3. support in investigating any suspected or actual breach of this Appendix;

20.2.4. implementation of mutually agreed remedial actions where appropriate.

20.3. Where a compliance issue arises:

20.3.1. the Parties shall promptly notify each other in writing;

20.3.2. the Parties shall designate appropriate points of contact to manage the matter;

20.3.3. the Parties shall use reasonable efforts to agree a proportionate and practical resolution.

20.4. No Party shall be required to:

20.4.1. disclose legally privileged information;

20.4.2. breach confidentiality obligations owed to third parties; or

20.4.3. take any action that would expose it to legal or regulatory risk.

20.5. Each Party shall bear its own costs of cooperation unless otherwise agreed in writing.

20.6. Party B shall not be required to comply with any instruction from Party A that:

20.6.1. is inconsistent with Applicable Laws;

20.6.2. conflicts with Party B's Compliance Policies; or

20.6.3. would reasonably expose Party B to regulatory, sanctions, or reputational risk.

20.7. The Parties shall ensure that any cooperation activities are conducted in a manner that does not unduly disrupt business operations.

21. Fees / Zero Fees Guaranteed

21.1. Party B shall not charge any fees, costs, or other remuneration to Personnel in connection with their engagement, placement, or assignment under the Contract.

21.2. Party A shall not request, require, or permit any arrangement whereby Personnel are charged fees (directly or indirectly) in relation to their engagement.

21.3. The Parties acknowledge that all fees payable in connection with the services are solely those agreed between Party A and Party B under the Contract.

21.4. Any breach of this clause shall be deemed a material breach of the Contract.

22. Audit & Cooperation

22.1. Each Party shall reasonably cooperate with compliance-related enquiries where required by law or reasonably necessary.

22.2. Any audit or request shall:

22.2.1. Be reasonable in scope;

22.2.2. Be subject to confidentiality obligations;

22.2.3. Not unduly disrupt operations.

23. Breach & Remedies

23.1. A material breach of this Appendix shall constitute a material breach of the Contract.

23.2. The non-breaching Party shall provide written notice and a reasonable opportunity to remedy the breach (where remediable).

23.3. Party B shall not be required to continue performance where doing so would result in a breach of Applicable Laws or Sanctions.

24. Precedence

24.1. In the event of conflict between this Appendix and Party A policies, this Appendix shall prevail unless otherwise agreed in writing.

24.2. In the event of conflict between this Appendix and any operational instruction, this Appendix and Applicable Laws shall prevail.

24.3. This Appendix shall be read together with the Contract, including provisions relating to:

- 24.3.1. Duties and Responsibilities
- 24.3.2. Confidentiality
- 24.3.3. Data Protection