

1. Definitions & Interpretation

1.1 Definitions

In the Contract unless the context clearly indicates otherwise:

ABC Laws, or anti-bribery and corruption laws, has the meaning given to that term in clause 15.1(b).

Authority means all persons and any government, government body, semi-government, local government, authority, administrative or judicial body, public authority, statutory corporation or instrumentality that has jurisdiction over the Goods and Services.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Best Industry Practice means exercising the degree of skill, care, diligence, efficiency, prudence and foresight which would be expected from a skilled and competent service provider experienced in providing goods and services commensurate to the type, size, value and complexity of the Goods and / or Services.

Breach Notice means a notice issued by a Party specifying:

- (a) details of a breach of the Contract; and
- (b) requiring the Defaulting Party to remedy that breach within a reasonable time.

Claim means any claim, action, demand, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether in connection with the Contract, at Law, in equity, or otherwise.

Conditions means these Purchase Order General Conditions.

Confidential Information means any information in any form which:

- (a) is, by its nature, confidential or non-public;
- (b) is marked or designated or confirmed by a Party as confidential or proprietary at the time of its disclosure; or
- (c) a Party knows or ought to know is confidential, but excludes:
 - (d) information that is in or enters the public domain through no fault of the receiving Party;
 - (e) information that was made available to a Party by a person (other than the other Party) who, as far as that Party knows, has or then had the unrestricted legal right to do so;
 - (f) information that is required to be disclosed by Law, any Authority or the rules of a recognised securities exchange;
 - (g) information that is disclosed to the Party's professional advisers to obtain professional advice; or
 - (h) disclosure of the information to a Related Body Corporate of the Party, provided that the Related Body Corporate is subject to an obligation of confidence no less onerous than that owed under the Contract.

Consequential Loss means any loss of opportunity, profit, anticipated profit, business, business opportunities or revenue or any failure to realise anticipated savings.

Contract means the following documents:

- (a) the Purchase Order;
- (b) these Conditions; and
- (c) any other document which is attached to, or incorporated by reference in, the Purchase Order or these Conditions (provided that documents incorporated by reference have been provided or made available to Supplier).

Corporations Act means the *Corporations Act 2001 (Cth)*.

Data Breach has the meaning given to that term in clause 14.2(d).

Date for Delivery means the date for the Delivery of the Goods and Services as specified in the Purchase Order.

Defective Goods means Goods which are not in conformity with the Contract.

Deficient Services means Services or the results of any Services which are not in conformity with the Contract.

Delivery means delivery of the Goods and performance of the Services at the Site.

Developed IP means all Intellectual Property Rights created, developed, designed, reduced to material form, or invented in the course of providing the Goods or Services, or otherwise derived or resulting from or arising in connection with the provision of the Goods or Services, and includes

without limitation, any Intellectual Property Rights in or in relation to any improvements, modifications, iterative development or adaptation of JV Partner Background IP or Supplier Background IP.

Fit for the Intended Purpose means that the Goods and Services satisfy the purposes, functions and requirements set out in, or which can reasonably be inferred from, the Contract, and the written communications between the Purchaser and the Supplier.

Goods mean the goods to be supplied by Supplier under the Contract.

GST means any form of goods and services tax payable under the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

JV means the unincorporated joint venture formed by the JV Partners.

JV Partners means BlueScope FT Holdings Pty Ltd, BHP Group Operations Pty Ltd, Mitsui Iron Ore Development Pty Ltd, Hammersley Iron Pty Ltd and Woodside Energy Ltd, or such other entities as may change or be added to the JV from time to time.

JV Partner Background IP means any Intellectual Property Rights owned, controlled or licensed by any of the JV Partners or any of their respective Related Companies prior to the date of the Contract or that is subsequently acquired, licensed in, created, developed or reduced to practice independently of the Contract by any of the JV Partners or their respective Related Companies, and that is made available by the Purchaser to the Supplier under the Contract.

Indemnified Parties means:

- (a) the Purchaser and its respective Personnel; and
- (b) each JV Partner and its respective Personnel and Related Companies,

and an **Indemnified Party** means any of the Indemnified Parties.

Insolvency Event in relation to an entity, means:

- (a) a receiver, receiver and manager, administrator, trustee or similar official being appointed over any of the assets or undertaking of the entity;
- (b) the entity suspending payment of its debts generally;
- (c) the entity being or becoming unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act;
- (d) the entity entering into or resolving to enter into any arrangement, understanding or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) an application or order being made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the entity or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction which has the prior consent of all of the members of the entity; or
- (f) an administrator, or administrator of a deed of company arrangement being appointed in accordance with the Corporations Act,

and in relation to an individual, means the individual being or becoming insolvent or committing an act of bankruptcy as those terms are used in the *Bankruptcy Act 1966 (Cth)*.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and Confidential Information, and any other results of intellectual activity in any field whether or not registrable, registered or patentable, including rights that may exist in applications to register these rights and all renewals and extensions of these rights.

Law means:

- (a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, statutory instruments, directions and practice notes of the Commonwealth, a State or Territory or any government agency or authority and mandatory codes of practice;
- (b) certificates, Licences, consents, permits, approvals, qualifications, registrations, standards and requirements of organisations having jurisdiction in connection with the provision of the Goods and Services; and

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- (c) all other laws from which legal rights and obligations may arise, including those principles of common law and equity established by decision of the courts.

Liability Cap means the greater of:

- (a) 200% of the Price; or
(b) \$1,000,000.

Licence means all licences, qualifications, registrations and other statutory requirements necessary for the performance of Services pursuant to and in compliance with the Contract.

Loss includes any losses, liabilities, damages, costs, charges or expenses (including lawyers' fees and expenses on a full indemnity basis), fines and penalties, however arising.

Manufacturer's Warranty means a warranty given by the manufacturer of the Goods in relation to those Goods.

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under the *Modern Slavery Act 2018 (Cth)*, the *Criminal Code Act 1995 (Cth)*, Sch 1, divisions 270 and 271 and *Modern Slavery Act 2018 (NSW)*. For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes.

Motor Vehicle Insurance means a policy of comprehensive motor vehicle insurance covering third party property damage, or any injury to or death of any person, arising from or in relation to any plant or vehicles (registered or unregistered) in connection with the Contract or the Services.

Party means Purchaser or Supplier and **Parties** has a corresponding meaning.

Personnel means:

- (a) in the case of Supplier, any of its employees, agents and representatives, any Subcontractors and any of the employees, agents and representatives of any Subcontractors, who are involved either directly or indirectly in the provision of either or both of the Goods and Services; and
(b) in the case of Purchaser or any Related Company, any of their respective past or present officers, employees, agents or representatives, and any JV Partner or any Related Company of a JV Partner.

Personal Information means any information about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
(b) whether the information is recorded in a material form or not.

Policies means the Site Requirements and any rules, plans, standards, policies and procedures of Purchaser as communicated or made available to Supplier from time to time.

Price means the amount payable for the Goods and Services specified in the Purchase Order and adjusted in accordance with the Contract.

Privacy Laws means the *Privacy Act 1988 (Cth)*, and any regulations made thereunder, as amended or replaced from time to time, and/or any other Law applying to the use, storage, handling or transfer of Personal Information, as such Laws apply to the Parties.

Professional Indemnity Insurance means a policy of insurance providing cover in respect of liability arising from an act or omission by Supplier or its Personnel, whether owed in contract or otherwise, in relation to the performance of Supplier's professional services and duties in relation to the Goods and Services.

Project means the collaboration between the JV Partners to develop a Direct Reduced Iron (DRI) – Electric Smelting furnace (ESF) process for Pilbara iron ores, in order to accelerate the transition to low carbon emissions iron and steelmaking in Australia and beyond.

Project Funder means any actual or prospective financier of the Project, including any bank or Government funding body and includes their agents.

Project Participant means any party involved in the Project, including any Project Funder, consultant or advisor engaged by any of the JV Partners for the purposes of the Project.

Public and Products Liability Insurance means a policy of insurance, written on an occurrence basis, covering all liability in respect of:

- (a) loss of, damage to, or loss of use of property; and
(b) the injury (including disease or illness) to, death of or illness of any person,

in connection with the Contract.

Purchaser means the Party so identified in the Purchase Order.

Purchaser Material means any material provided by or on behalf of Purchaser to Supplier under or in connection with the Contract or the supply of the Goods and Services.

Purchase Order means a document so identified from Purchaser to Supplier requiring the provision of Goods or the performance of the Services.

Quality Standards means all standards, codes, specifications and requirements to be complied with pursuant to the Contract or by Law.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Related Company means, in respect of the Purchaser or a JV Partner:

- (a) a Related Body Corporate of that entity; and
(b) any joint venture, whether incorporated or not, in relation to which Purchaser or JV Partner, or a Related Body Corporate of the Purchaser or JV Partner, has the ability to influence the business decisions of that joint venture.

Sanctions Laws means laws, statutes, rules, regulations or orders of Australia, Canada, the United Nations, the United Nations Security Council, the United States of America or the European Union, European Union Member States, Switzerland or the United Kingdom or any other country with jurisdiction over activities undertaken in connection with the Contract, (i) imposing economic or fiscal sanctions or trade embargoes on a person; (ii) blocking the assets of a person or financial transactions involving the assets of a person; (iii) designating a person as a terrorist or terrorist organisation or an organisation that assists or provides support to a terrorist person or organisation; (iv) otherwise prohibiting or restricting dealings with a person on similar grounds; or (v) relating to export control or import, imposing economic or fiscal sanctions or trade embargoes on a sector of an economy, specific geographical region of the world, or specific project or activity.

Sanctioned Person means:

- (a) a person with whom any Party or its direct or indirect parent entities is prohibited or restricted from engaging in transactions or from conducting business with under Sanctions Laws, including but not limited to those designated on an affirmative list of sanctions targets such as the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, Australia's Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions;
(b) a government of, government agency of, an entity that is owned or controlled by the government of, or an entity organised under the laws of or that is located in or a resident of, a any country or territory against which comprehensive sanctions are imposed, administered or enforced under any Sanctions Laws; or
(c) any entity 50% or more owned or any entity which is controlled, directly or indirectly, by one or more of the persons or entities in paragraph (a) or (b).

Security Interest means:

- (a) any security under the *Personal Property Securities Act 2009 (Cth)*; and
(b) any mortgage, charge, pledge, hypothecation or lien or any security or preferential interest of any kind, or arrangement with any creditor.

Services means the services to be performed by Supplier specified in the Purchase Order.

Site means the site for Delivery of the Goods and Services as specified in the Purchase Order.

Site Requirements means the requirements relating to working on or around the Site as Purchaser provided to Supplier in writing whether as part of a Purchase Order or otherwise.

Small Business means a supplier that supplies Goods or Services pursuant to a Small Business Contract as defined in section 23(4) of the Australian Consumer Law.

Subcontractor means any contractor or subcontractor (including consultants and suppliers) engaged by Supplier and those contractor's or subcontractor's employees, officers, agents, consultants and contractors.

Supplier means the Party so identified in the Purchase Order.

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Supplier Background IP means any Intellectual Property Rights owned, controlled or licensed by the Supplier or any Related Company of the Supplier prior to the date of the Contract, or that are subsequently acquired, licensed in, created, developed or reduced to practice independently of the Contract, which the Supplier uses in the provision of the Goods or Services or which is included in, or necessary or desirable for, the full use and enjoyment of any Developed IP.

Supplier Material means any material provided to the Purchaser by Supplier or on Supplier's behalf in connection with the Contract.

Tax means any present and future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature imposed or levied by an Authority, together with any penalties, fines or interest thereon.

Tax Invoice means an invoice which complies with the GST Act in relation to the production and form of tax invoices for GST purposes.

Warranty Period means in respect of the Goods, either;

- (a) the period commencing on the date on which those Goods are delivered and ending on the expiry of 12 months; or
- (b) the period of any applicable Manufacturer's Warranty, whichever is longer.

Workers' Compensation Insurance means insurance as required by Law which fully insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged by Supplier in the supply of the Goods or the performance of the Services in accordance with the Contract (or their dependants).

1.2 Interpretation

In the Contract unless expressly provided otherwise:

- (a) a reference to this Contract or another instrument, Licence, policy, code or standard includes any variation, supplement, assignment, novation, substitution or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) includes or including means includes or including without limitation;
- (d) a reference to a person includes a natural person, firm, partnership, body corporate, unincorporated association, authority, the Crown or any other organisation or legal entity;
- (e) a reference to a natural person includes a reference to the person's executors, administrators, successors, substitutes (including, persons taking by novation) and assigns;
- (f) a reference to a corporation includes its successors and permitted assigns;
- (g) a reference to a body or Authority which ceases to exist is a reference to either a body or Authority having substantially the same objects as the named body or Authority;
- (h) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) a reference to a time is to that time in the State or Territory in which the Goods are Delivered or the Services are performed;
- (j) a requirement to do anything includes a requirement to cause or procure that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (k) a word that is derived from a defined word has a corresponding meaning;
- (l) any reference to a right or a discretion on the part of Purchaser means that Purchaser may exercise that right or discretion in its sole and absolute discretion;
- (m) any terms used in this Contract (unless the context otherwise requires) which are defined in the GST Act are taken to have the meaning as defined in the GST Act;
- (n) a reference to \$, AUD or dollar is to the lawful currency of the Commonwealth of Australia;
- (o) headings and the table of contents are inserted for convenience only and do not affect interpretation of the Contract; and
- (p) a reference to 'supplier', 'contractor' or 'service provider' or any similar derivative of such terms in any document comprising this Contract will be taken to mean Supplier.

2. Provision of Goods and Services

2.1 Goods and Services to be provided

- (a) Goods and Services may be ordered by way of Purchase Order or in accordance with such other procedures advised by Purchaser from time to time.

- (b) Supplier must provide to Purchaser the Goods and Services requested in each Purchase Order.
- (c) Purchaser may cancel all or part of a Purchase Order at any time before the supply or receipt of all or part of the relevant Goods or Services, respectively.

2.2 Goods and Services Warranties

- (a) Supplier represents and warrants that the Goods and Services:
 - (i) are provided in accordance with:
 - (A) this Contract;
 - (B) all relevant Laws and Policies;
 - (C) Best Industry Practice; and
 - (D) any reasonable direction by Purchaser or its Personnel;
 - (ii) are provided using goods and materials of new and merchantable quality;
 - (iii) are Fit for the Intended Purpose and fit for the purpose for which goods and/or services of the same kind are commonly supplied;
 - (iv) correspond with any sample, demonstration model or description of the Goods, and description or demonstration of Services, provided to Purchaser; and
 - (v) any subsequent use or on-sale of the Goods and Services, will not infringe any Intellectual Property Rights of any third person and Purchaser will not have to pay any licence fee, royalty or other amount to any person in connection with the ownership, use, on-sale, or operation of the Goods and Services by Purchaser.
- (b) Supplier represents and warrants that all information about the Goods and Services provided by Supplier to Purchaser is true and correct in all respects, and no material information regarding the Goods and Services has been withheld from Purchaser.
- (c) Supplier represents and warrants that the Goods:
 - (i) will be provided with all technical information required to install, assemble and otherwise use the Goods;
 - (ii) are free of defects, are of merchantable quality and will remain so for the Warranty Period; and
 - (iii) have a life expectancy commensurate with that which would be expected of the same or similar Goods provided by a competent and reputable supplier.

2.3 Provision of Personnel

Supplier must provide, at its own expense, appropriately qualified, accredited, licenced and trained Personnel to provide the Goods and Services. Supplier must verify the credentials of its Personnel at Purchaser's request.

2.4 Inspection

Purchaser may:

- (a) including prior to Delivery, inspect or audit all or any of the Goods (and any tests or other information relating to the intended performance or composition of the Goods); and
- (b) inspect or audit all or any of the Services or the results of such Services.

2.5 Deficient Services or Defective Goods

- (a) If at any time during the Warranty Period any of the Goods or Services are or become Defective Goods or Deficient Services, then Purchaser may reject the Deficient Services or Defective Goods (as applicable) in whole or part and direct Supplier to:
 - (A) refund any payments made by Purchaser in respect of any Deficient Services or Defective Goods (as applicable); or
 - (B) repair, replace, re-perform or make good, at its cost, any Deficient Services or Defective Goods (as applicable) within a reasonable timeframe; and
- (b) Goods repaired or replaced by Supplier will be subject to the same Warranty Period as the original Goods commencing from the date

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on which those Goods were delivered to Purchaser following any such repair or replacement.

2.6 Benefit of Goods and Services

- (a) The Purchaser is entering into the Contract as agent for and on behalf of the JV Partners, in furtherance of the JV and the Project, and the rights and obligations applying to the Purchaser under the Contract are for the JV Partners.
- (b) The Goods are provided, and the Services are being performed, for the benefit of the JV Partners.
- (c) Although the JV Partners are not parties to the Contract, each of them is a third party beneficiary under the Contract and is granted certain rights and benefits hereunder, in particular under clauses 12 (*Liability & Indemnities*), 13 (*Intellectual Property*) and 14 (*Confidential & Personal Information*), and the Purchaser holds those rights and benefits on trust for each JV Partner.

3. Exclusivity and minimum purchase

3.1 Contract is non-exclusive

Nothing in the Contract imposes an obligation of exclusivity on Purchaser, any JV Partner or any of their Related Companies. Purchaser may engage a third party to provide any combination of goods and services of the same nature as the Goods and Services in addition to or in place of Supplier at any time and from time to time.

3.2 No minimum volume

Neither Purchaser nor any JV Partner nor any of their Related Companies has an obligation to purchase a minimum volume, or any particular volume, of Goods and Services from Supplier.

4. Assignment, novation and subcontracting

- (a) Neither party may assign, novate or subcontract its rights or obligations under the Contract to another party without the prior written consent of the other party (which shall not be unreasonably withheld).
- (b) Notwithstanding clause 4(a), the Purchaser may assign or novate any or all of its rights or obligations under the Contract at any time to a Related Body Corporate of the Purchaser or a JV Partner or Related Body Corporate of a JV Partner.
- (c) The subcontracting of a right or obligation does not relieve Supplier from any liability or obligation. Supplier will remain liable to Purchaser for the acts and omissions of any subcontractor as if they were acts or omissions of Supplier.

5. Delivery

5.1 Delivery Term

Supplier must deliver the Goods in accordance with the delivery term stated in the Purchase Order. If no delivery term is specified in the Purchase Order, the Goods must be delivered Delivery Duty Paid (DDP) (*Incoterms 2010*) to the destination made known to Supplier.

5.2 Supply difficulties

If Supplier is, or reasonably believes it will be, unable to provide the Goods or Services by the Date for Delivery, Supplier must notify the Purchaser, and use its best endeavours to, at its own cost, obtain the Goods or Services from an alternative source or provide alternate goods or services, by the Date for Delivery.

5.3 Alternate supply

Where Supplier is unable to procure Goods, Services or acceptable alternative goods or services in accordance with clause 5.2, and Purchaser procures Goods or Services from an alternative supplier, then Supplier must pay Purchaser the difference between:

- (a) the actual price of the goods or services purchased (including all freight costs); and
- (b) the Price that would have been paid for the Goods or Services had Supplier satisfied its obligations under the Contract.

Purchaser must use reasonable endeavours to mitigate its costs procuring alternative goods.

6. Risk and Title

6.1 Risk

Goods will be at the risk of Supplier until Delivery. Supplier must, at its cost, make good any damage to Goods that occurs prior to Delivery.

6.2 Title

Unless otherwise stated in a Purchase Order, title in Goods passes to Purchaser on the earlier of Delivery and payment for the Goods. Purchaser will receive full unencumbered title in Goods free of any Security Interest.

7. Performance on Site

Supplier must, and must ensure that all of Supplier's Personnel:

- (a) minimise any interference with any of the activities of Purchaser and any other person on Site (including any other contractor, invitee or Personnel of Purchaser);
- (b) only access Purchaser's Sites in the manner and at the times provided for in the Contract or, if none are specified, as directed by Purchaser;
- (c) adhere to all accepted safe and environmentally satisfactory working practices to be expected of an experienced and competent service provider exercising Best Industry Practice;
- (d) complete such safety and or other training or induction necessary for the performance of Services pursuant to and in compliance with the Contract, including any safety requirement or obligation or as required for the Purchaser to meet its legal obligations;
- (e) not do anything which may place the Purchaser or its Personnel in breach of any Laws relating to employment, health, safety and environment; and
- (f) to the extent that the Supplier's Personnel access the Site, ensure the Site is left secure, clean and tidy.

8. Price

Purchaser agrees to pay the Price to Supplier. Unless otherwise stated in a Purchase Order, the Price is inclusive of all costs and Taxes (excluding GST) incurred by Supplier in supplying the Goods and performing the Services.

9. Invoicing and payment

9.1 Invoicing

Supplier must submit a Tax Invoice to Purchaser in respect of Goods or services provided on Delivery of Goods or Completion of the Services.

9.2 Payment

- (a) Purchaser must pay Supplier the amount certified as being due for payment in the relevant Tax Invoice within 62 days of the end of the month in which the Tax Invoice is submitted.
- (b) Payment is payment on account only and is not evidence of the value of the Goods or Services, an admission of liability or an admission that the Goods or Services are in accordance with the Contract.

9.3 Set-off

Either Party (**First Party**) may deduct from any amount due, or to become due to the other Party (**Second Party**), all debts and monies due and payable from the Second Party or its Personnel to the First Party under or in connection with the Contract or any other agreement between the Parties.

10. Termination

10.1 Breach capable of remedy

If a Party is in breach of the Contract and that breach is capable of remedy, then the other Party may issue that Party with a Breach Notice requiring that Party to remedy the breach.

10.2 Termination for Material Breach or Insolvency

A Party may immediately terminate the Contract by notice to the other Party (**Defaulting Party**):

- (a) if the Defaulting Party is in material breach of the Contract and:
 - (i) the Defaulting Party fails to comply with a Breach Notice; or
 - (ii) the breach is not capable of remedy; or
- (b) if an Insolvency Event occurs in relation to the Defaulting Party; or
- (c) on any other grounds specified in the Contract giving rise to a right of termination.

10.3 Consequences of termination

Notwithstanding any other provision of this Contract, on termination of the Contract for any reason:

- (a) the sole liability of Purchaser to Supplier will be the payment of amounts payable for Goods Delivered and Services performed up to the date of termination; and

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- (b) the rights and obligations of the Parties under clauses 1, 10, 12, 13 and 14 survive termination of this Contract.

11. Insurance

11.1 Insurances required to be effected by Supplier

Supplier must, before performing any of its obligations, effect the following insurance policies with a reputable insurer and maintain those policies during the performance of the Supplier's obligations under the Contract:

- (a) Public and Products Liability Insurance with a limit of liability of \$20 million per occurrence (and for products liability insurance, in the aggregate);
- (b) where the Services are professional services, Professional Indemnity Insurance with a limit of liability of \$5 million per occurrence;
- (c) Motor Vehicle Insurance with a limit of liability of at least \$10 million per occurrence where driving a motor vehicle in connection with the provision of Goods and/or Services;
- (d) Workers' Compensation Insurance; and
- (e) any other insurances agreed between the Parties and set out in a Purchase Order.

11.2 Evidence of Insurance

Before commencing the performance of its obligations under the Contract, and at other times requested by Purchaser, Supplier must give Purchaser certificates of currency issued by the insurer in respect of each insurance policy.

11.3 Supplier's Liability

Nothing in this clause limits Supplier's liability or responsibility under any other provision of this Contract.

12. Liability & Indemnities

12.1 Liability

- (a) Supplier is liable for and will indemnify and keep indemnified the Indemnified Parties against any Loss arising out of or in connection with any:
 - (i) breach by Supplier or its Personnel of the Contract (including any warranty);
 - (ii) negligent act or omission of Supplier or its Personnel;
 - (iii) false or misleading conduct, fraudulent or reckless act or omission or any wilful default by Supplier and/or Supplier's Personnel;
 - (iv) act or omission of Supplier or its Personnel causing property damage or personal injury, illness or death to any person;
 - (v) breach of Law by Supplier or its Personnel;
 - (vi) Claim regarding the infringement or alleged infringement of Intellectual Property Rights of any person or breach of confidentiality; and
 - (vii) (where the Goods have been on-supplied to a third party), Claim by that third party that the Goods are Defective Goods or do not comply with any statutory warranties, any Manufacturer's Warranty, or any warranties provided by Supplier under this Contract, to the extent the defect or non-compliance is attributable to the Supplier or its Personnel.
- (b) Each indemnity in the Contract is a continuing obligation separate and independent from Supplier's other obligations.
- (c) It is not necessary for any Indemnified Party to incur expense or make payment before enforcing a right of indemnity conferred by the Contract.

12.2 Limit on liability

- (a) Supplier's liability will be reduced proportionally to the extent that the Loss is caused or contributed to by any negligent act or omission, error, fraud or wilful misconduct by the Indemnified Parties.
- (b) Subject to clause 12.2(d), neither Party (including for the avoidance of doubt, the JV Partners in the case of the Purchaser) will be liable to the other Party for any Claims or Liability in respect of any Consequential Loss suffered or incurred as a result of any breach, act or omission by the Party (whether in negligence or otherwise) (**Consequential Loss Exclusion**).
- (c) To the extent permitted by Law, Supplier's total liability under the Contract is limited to the Liability Cap.

- (d) The Liability Cap and the Consequential Loss Exclusion do not limit Supplier's liability to the extent that the Claim or Loss:

- (i) is recoverable under an insurance policy required by this Contract (or would have been covered by such insurance policy had the Supplier complied with its insurance obligations);
- (ii) arises as a result of fraud, wilful misconduct (including wilful default) or criminal conduct of the Supplier or its Personnel;
- (iii) is the result of the Supplier's abandonment (whether wholly or substantially) of Supplier's obligations under this Contract;
- (iv) arises as a result of a breach of Law by Supplier or its Personnel;
- (v) arises as a result of any Claims for infringement of the Intellectual Property Rights of any person or breach of confidentiality; or
- (vi) is in connection with any damage to third party property or injury to, illness or death of any person.

- (e) Notwithstanding anything else in this Contract and to the full extent permitted by Law, the maximum aggregate liability of Purchaser and the JV Partners to Supplier for all Claims and Loss arising under or in connection with this Contract or in connection with the Good and Services is limited to an amount equal to the Price.

12.3 Related Company and JV Partner Loss

For the purpose of the Purchaser making any Claim against the Supplier under the Contract, where any JV Partner, any of their respective Related Companies or any Related Company of the Purchaser, and each of their respective Personnel, suffer any Loss which, if suffered by the Purchaser, would be recoverable from the Supplier under the Contract, then the Purchaser shall be entitled to recover such Loss from the Supplier as though it were suffered or incurred by the Purchaser.

13. Intellectual Property

13.1 JV Partner Background IP

- (a) Nothing in the Contract affects the ownership of any JV Partner Background IP.
- (b) Subject to clause 13.1(c), Purchaser must, and must procure that each of the JV Partners or their relevant Related Companies (as applicable), grants to the Supplier a revocable, non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use the JV Partner Background IP to the extent necessary for the Supplier to provide Goods or Services during the Term.
- (c) The Supplier must:
 - (i) only use JV Partner Background IP in accordance with the Contract and for providing the Goods or Services;
 - (ii) not permit any other person to access or use any JV Partner Background IP for any other purpose, without the prior written consent of Purchaser, on behalf of the relevant JV Partner; and
 - (iii) take all reasonable steps to safeguard JV Partner Background IP from unauthorised use, access and disclosure.
- (d) The Supplier acknowledges that the JV Partners do not grant any licence by implication or otherwise, to any Intellectual Property Rights except as expressly set out in the Contract.

13.2 Supplier Background IP

- (a) Nothing in the Contract affects the ownership of any Supplier Background IP.
- (b) The Supplier grants to Purchaser an irrevocable, perpetual, worldwide non-exclusive, royalty-free, transferable, sublicensable licence (including to grant a sub-licence on the same terms to the JV Partners) to use Supplier Background IP to the extent necessary for Purchaser, the JV Partners and their respective Related Companies to:
 - (i) progress the Project;
 - (ii) fully exploit, and continue to develop, any of the Developed IP;

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- (iii) enable their customers and suppliers to fully exploit any products or processes incorporating or based upon the Developed IP;
 - (iv) enable Purchaser's, the JV Partners' and their respective Related Companies' present, past and future customers, suppliers and delivery partners to fully exploit any products, services or processes using, incorporating or based upon any of the Developed IP, including to accelerate the transition to low carbon emissions iron and steelmaking; and
 - (v) internally evaluate Purchaser's, the JV Partners' and their respective Related Companies' low carbon steelmaking options.
- (c) Purchaser may sub-license its rights under clause 13.2(b) only to (each, a **Sub-Licensee**):
- (i) its Related Companies;
 - (ii) each of the JV Partners and their respective Related Companies;
 - (iii) third party suppliers, contractors, subcontractors and consultants, but only on a strict need-to-know basis as required for those third parties to perform services for Purchaser; and
 - (iv) such other entities in respect of whom the Supplier has, acting reasonably, granted prior written consent,
- provided that each Sub-Licensee is under obligations of confidentiality no less stringent than as applying to Purchaser under clause 14.
- (d) The Supplier agrees that each of the JV Partners and their respective Related Companies may further sub-license the Supplier Background IP in accordance with, and to the entities or persons described in, clause 13.2(c).
- (e) The Supplier warrants to Purchaser that:
- (i) it is able to license its Background IP in accordance with the Contract;
 - (ii) use by Purchaser, the JV Partners, their respective Related Companies, and any Sub-Licensee, of its Background IP in accordance with the Contract will not infringe the rights, including Intellectual Property Rights or moral rights, of any third party or breach any Law; and
 - (iii) none of Purchaser, the JV Partners, their respective Related Companies, and any Sub-Licensee, is liable to pay any third party any licence or other fee in respect of the use of the Supplier's Background IP in accordance with the Contract.

13.3 Disclosure and Ownership of Developed IP

- (a) The Supplier must as soon as reasonably practicable disclose, at its own cost, and notify, and make available to Purchaser in such detail as Purchaser may reasonably require, all Developed IP that the Supplier has or may create, generate, develop or acquire, and must provide Purchaser with full and complete information so as to enable Purchaser (or its assignee or nominee) to make a relevant application in respect of any registerable Developed IP or to seek or put in place any mechanisms or protocols for the protection of that invention, discovery or development.
- (b) The Parties acknowledge and agree that all right, title and interest in Developed IP is owned by Purchaser on and from the date on which it is created, generated, invented, developed or acquired.
- (c) The Supplier hereby assigns to Purchaser, and Purchaser accepts, all right, title and interest, including any Intellectual Property Rights, in and to the Developed IP on and from the date such Developed IP is or was created, discovered, made, invented, identified, developed or conceived, including any right to commence legal proceedings in respect of the Developed IP and to obtain any damages or any other remedy as a court or tribunal may order.
- (d) To the extent that any other person acquires or holds any right, title or interest, including any Intellectual Property Rights, in any of the Developed IP, the Supplier must procure that each such person assigns all of such right, title and interest, including any Intellectual Property Rights, in and to such Developed IP to Purchaser with

effect from the date on which that right, title or interest is created, including any right to commence legal proceedings in respect of the Developed IP and to obtain any damages or any other remedy as a court or tribunal may order. As soon as reasonably practicable, the Supplier will procure that any such person confirms in writing the assignment to Purchaser of the Developed IP.

(e) The Supplier warrants that:

- (i) it has the right to assign the Developed IP pursuant to clause 13.3(c) on an unencumbered basis;
 - (ii) the Developed IP has been and will be created for and on behalf of Purchaser and that it has not been and will not be encumbered in any way or copied in whole or in part from any third parties' material (excluding any material provided by any of the JV Partners) in which any third party's Intellectual Property Rights subsist, where the use of such material would preclude Purchaser from freely using or reproducing same throughout the world without reference to or obtaining a license from any third party; and
 - (iii) its activities undertaken in providing the Goods and/or Services have not and will not breach any Intellectual Property Rights of any third party.
- (f) All Intellectual Property Rights in any Goods and/or Services provided under the Contract shall be considered Developed IP, however to the extent that any Supplier Background IP is incorporated therein, the ownership and use of that Supplier Background IP will be subject to clause 13.2.

13.4 Protecting and registering Developed IP

- (a) Until such time that Purchaser, on behalf of the JV Partners, notifies the Supplier in writing, the Supplier must maintain (and must procure that its Personnel maintain) any and all details of any invention, discovery or development that is Developed IP in strict confidence as Confidential Information.
- (b) As between the parties, Purchaser may determine in its sole and unfettered discretion whether to prepare, file, prosecute or maintain any intellectual property applications or registrations in respect of any of registerable Developed IP residing, existing or subsisting in any of the Developed IP or to authorise any third parties to do any of the above.
- (c) As between the Parties, Purchaser is responsible, at its expense, for:
 - (i) preparing, filing, prosecuting and maintaining any intellectual property applications or registrations in respect of any registerable Developed IP relating to, existing or subsisting in the Developed IP anywhere in the world; and
 - (ii) preparing, filing, prosecuting and maintaining any intellectual property applications or registrations in respect of any registerable Developed IP relating to, residing, existing or subsisting in the Developed IP anywhere in the world.
- (d) The Supplier must, and must procure that its Personnel, execute all such documents and do all such things as Purchaser may request to:
 - (i) perfect, confirm, evidence or give effect to any of the obligations set out in the Contract including without limitation the right of ownership, assignment and registration of Developed IP;
 - (ii) assist Purchaser to apply for and prosecute applications for the registration of any of the Developed IP anywhere in the world;
 - (iii) enforce any of Purchaser's rights in relation to any of the Developed IP, including the right to obtain damages or any other remedy;
 - (iv) assist Purchaser to enforce and defend any alleged infringements of any Developed IP; and
 - (v) assist Purchaser to defend any opposition or other challenge to the validity of any registerable Developed IP.
- (e) The Supplier must not, and must ensure that its Personnel do not, do any act or omit to do any act that may potentially prejudice

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Purchaser's ability to apply for, or prosecute an application, for registration of any Developed IP. In particular, the Supplier must not sell, or consent to the sale of, or otherwise encumber any of the Developed IP and must not reproduce, publish, communicate, adapt or share any of the Goods and/or Services provided under the Contract (other than to the extent expressly permitted hereunder).

- (f) Purchaser will reimburse any reasonable out of pocket costs that the Supplier incurs in complying with this clause 13.4.

13.5 Licence of Developed IP

- (a) The Supplier acknowledges that it has not been granted any licence, by implication or otherwise, to Developed IP except as expressly set out in the Contract.
- (b) Purchaser grants to the Supplier a revocable, non-exclusive, royalty-free, non-sublicensable, non-transferable licence to Developed IP to the extent necessary for the Supplier to provide the Goods and/or perform the Services during the Term.
- (c) For the purpose of the licence to Developed IP granted under clause 13.5(b), the Supplier must:
- (i) only use Developed IP in accordance with the Contract and for providing the Goods and/or performing the Services;
 - (ii) not permit any other person to use the Developed IP for any other purpose without the prior written consent of Purchaser; and
 - (iii) take all reasonable steps to safeguard the Developed IP from unauthorised use, access and disclosure.

13.6 Prohibition of Publication

- (a) The Supplier must not publish, present, make any public reference to or make any public disclosures, announcements or statements in relation to:
- (i) the Contract, the provision of Goods, or the provision of Services;
 - (ii) JV Partner Background IP and any document or material relating to JV Partner Background IP;
 - (iii) Developed IP and any document or material relating to that Developed IP; and
 - (iv) Confidential Information,
- without Purchaser's prior written consent (which can be withheld or delayed in the sole and unfettered discretion of Purchaser).
- (b) In requesting Purchaser's prior written consent under this clause 13.6, the Supplier must provide Purchaser with a copy of any proposed publication, presentation, public reference or public disclosure, announcement or statement and must make any modification or deletion as Purchaser may require, or comply with any terms and conditions imposed by Purchaser

14. Confidential & Personal Information

14.1 Application

- (a) The Supplier acknowledges that, in the course of carrying out the Services, it may receive or otherwise learn Confidential Information of or relating to a JV Partner and/or their respective Related Companies (**JV Partner Confidential Information**), which for the purposes of the Contract, and in particular this clause 14, is considered Purchaser's Confidential Information.
- (b) The Supplier agrees that:
- (i) its obligations of confidence in this clause 14.1 and elsewhere in the Contract with respect to Confidential Information apply equally to any JV Partner Confidential Information and, in addition to Purchaser, are given for the benefit of each JV Partner and their respective Related Companies; and
 - (ii) any JV Partner may bring a claim against the Supplier directly for any breach of this clause 14 by the Supplier to the extent that the breach relates to their Confidential Information.

14.2 Obligations

Subject to this clause 14.2, the Recipient must ensure that:

- (a) Confidential Information is kept confidential, secure and protected from loss, disclosure, access, use, or modification that is inconsistent with the Contract;
- (b) its Personnel maintain in confidence all Confidential Information;
- (c) promptly notify the Discloser if it suspects, or becomes aware of, any unauthorised use, storage, copying or disclosure of Confidential Information;
- (d) do anything reasonably requested by the Discloser to prevent or stop a breach or threatened breach of the obligations under this clause 14.2 by any person, whether by court proceedings or otherwise; and
- (e) maintain such procedures as are necessary to ensure compliance with the obligations under this clause 14.2 by it and its Personnel and, upon request, provide the Discloser with details of the procedures adopted.

14.3 Permitted Use and Disclosure

- (a) Subject to clause 14.3(b), the Recipient must:
- (i) only use the Discloser's Confidential Information for the purposes of performing its obligations or exercising its rights under the Contract; and
 - (ii) only disclose Confidential Information to its Personnel where such disclosure is reasonably necessary for the performance of the Recipient's obligations or the exercise of its rights under the Contract.
- (b) Where the Recipient is Purchaser, the Supplier acknowledges and agrees that:
- (i) Purchaser's Personnel to whom Confidential Information may be disclosed include each JV Partner, their respective Related Companies and the Personnel of each of the foregoing, as well as any Project Funder and any Project Participant; and
 - (ii) in addition to any disclosure pursuant to clause 14.3(a)(ii), Purchaser may disclose Confidential Information to third party at its discretion for the purpose of progressing the Project.
- (c) The Recipient may disclose Confidential Information on condition that it:
- (i) procures that each person to whom Confidential Information is disclosed strictly observes all of the Recipient's confidentiality obligations under the Contract as if those obligations were imposed on that person, and where the Supplier is the Recipient and is requested by Purchaser to do so, it must procure that each person execute an individual confidentiality undertaking in a form provided by the Purchaser; and
 - (ii) generally ensures that no person to whom Confidential Information is disclosed does anything which, if done by the Recipient, would be inconsistent with the Recipient's confidentiality obligations under the Contract.

14.4 Exceptions

- (a) The Recipient's confidentiality obligations under the Contract do not apply to any Confidential Information:
- (i) to the extent it is required to be disclosed by Law or any Authority or agency having authority over the Recipient, or by the rules and regulations of a recognised stock exchange (in which case the Recipient must immediately notify the Discloser of the requirement and must take lawful steps and permit the Discloser to oppose or restrict the disclosure to preserve, as far as reasonably practicable, the confidentiality of the Confidential Information); or
 - (ii) to the extent it is required to be disclosed in connection with a dispute or legal proceedings relating to the Contract.
- (b) The Supplier acknowledges and agrees that where Purchaser has, pursuant to clause 14.3(b)(i), disclosed Confidential Information to any of the JV Partners, their respective Related Companies or any of the Personnel of each of the foregoing, each of them shall have the benefit of the exceptions under clause 14.4(a) as if they were the Recipient.
- (c) The Contract may be disclosed to a person entitled to receive Confidential Information under this clause 14 provided that the Recipient:

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- (i) procures that each such person strictly observes all of the Recipient's confidentiality obligations under the Contract as if those obligations were imposed on that person; and
- (ii) generally ensure that no such person does anything which, if done by the Recipient, would be inconsistent with the Recipient's confidentiality obligations under the Contract.

14.5 Data security and privacy

- (a) During this Contract, either Party may receive Personal Information from the other party in the form of data or other information contained on physical or electronic media. Each Party agrees that:
 - (i) it will only use the Personal Information for the purposes of fulfilling its obligations under this Contract, and will not disclose any Personal Information to any third party without the disclosing Party's prior written consent;
 - (ii) it will effect and maintain industry-standard security measures (including the use of secure passwords and encryption at rest and in flight) to prevent any unauthorised use or disclosure of, or unauthorised access, loss or damage to, Personal Information;
 - (iii) it will apply and update a proportional cybersecurity program that identifies and remediate weaknesses through the operationalisation of relevant security controls within the information systems and processes used in connection with the activities to be undertaken under the Contract as matter of routine;
 - (iv) it will at all times comply with all applicable laws and regulations, including the Privacy Laws, applying to the use, storage, handling or transfer of that Personal Information;
 - (v) it will notify the other Party as soon as practicable if there is any actual or suspected loss, theft or unauthorised access, use or disclosure to/of any Personal Information which the notifying Party has in its possession or control (a **Data Breach**);
 - (vi) it will provide any information reasonably required by the notified Party in relation to the Data Breach;
 - (vii) the notifying party will take all reasonable steps to mitigate the impact of the Data Breach; and
 - (viii) a Party must not issue, publish or otherwise make available to any third party (unless required to by Law or any Authority), any press release or other communication concerning the Data Breach, which identifies or names another Party without the other Party's prior written approval.

15. Business Standards

15.1 Anti-bribery and corruption

- (a) The Parties must not offer or provide any benefit (including any payment, gift, hospitality or gratuity, whether monetary or in-kind) to any person with the intention of improperly influencing such person in the exercise of their duties (including to make a decision or to take or refrain from taking other action).
- (b) Each party represents, warrants and undertakes that:
 - (i) in performing its obligations under this Contract neither it nor any of its Personnel have offered, authorised, promised, given, solicited or accepted, and none of the foregoing will offer, authorise, promise, give, solicit or accept, to or from any person (including any Authority), any payment, gift, service, thing of value or other advantage where such an action would violate any laws relating to anti-bribery and corruption in the jurisdictions in which it operates (**ABC Laws**);
 - (ii) in performing its obligations under this Contract it and its Personnel will comply with all ABC laws;
 - (iii) neither the Supplier nor any of its Personnel, engage in Modern Slavery and, in the case of the Supplier, it will take reasonable steps to ensure that none of its Subcontractors or suppliers directly or indirectly involved in the provision or manufacture of goods or services supplied under this Contract engage in Modern Slavery; and

- (iv) it will comply with all Modern Slavery reporting requirements applicable to it.

15.2 Sanctions

- (a) The Supplier:
 - (i) warrants that, at the date of the Contract, it and its Related Companies and their respective Personnel are not Sanctioned Persons; and
 - (ii) covenants that such it and its Related Companies and their respective Personnel will not engage in any conduct that, whether directly or through any other person or entity, will result in, or will likely result in:
 - (A) such person violating Sanctions Laws or becoming a Sanctioned Person; or
 - (B) Purchaser violating Sanctions Laws.
- (b) Subject to any restrictions under applicable Laws, the Supplier shall, as soon as reasonably practicable, notify Purchaser of any investigation or proceeding initiated by a governmental authority, or any self-reporting to a governmental authority, relating to an alleged violation of Sanctions Laws by it, or its Related Companies, or any of their respective Personnel, concerning the Goods, Services or any other operations and activities under the Contract. The Supplier shall use reasonable efforts to keep Purchaser reasonably informed as to the progress and disposition of such investigation or proceeding (to the extent relevant to the Goods, Services or any other operations or activities under the Contract), except that the Supplier shall not be obligated to disclose to Purchaser any information that would be considered legally privileged or where prohibited by law.
- (c) The Supplier shall promptly respond in reasonable detail to any reasonable request from Purchaser concerning:
 - (i) the Supplier's compliance with clause 15.2; or
 - (ii) a notice sent by the Supplier under clause 15.2(b),
 - (iii) and shall furnish applicable documentary support with its response, except that the Supplier shall not be obligated to disclose to Purchaser any information that would be considered legally privileged or where prohibited by law.
- (iv) Without limiting anything else in the Contract, including clause 15.2, the Supplier must take all reasonable steps to confirm that with respect to all Services provided under the Contract:
 - (A) no goods are transported by a Sanctioned Party or sourced in whole or in part from a Sanctioned Party or country or territory the subject of Sanctions Laws (**Sanctioned Country or Territory**), including but not limited to any goods grown, produced, manufactured, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned Person and any goods that have entered into commerce in a Sanctioned Country or Territory; and
 - (B) no services are provided from a Sanctioned Country or Territory origin, including but not limited to any services performed in a Sanctioned Country or Territory or any services performed outside of a Sanctioned Country or Territory by an entity organised under the laws of a Sanctioned Country or Territory, or a person ordinarily resident in a Sanctioned Country or Territory.
- (d) The Supplier shall release, defend, and indemnify Purchaser against any damages, losses, penalties, costs (including reasonable legal costs and attorney's fees), and liabilities arising from, or related to, the events underlying:
 - (i) a breach of clause 15.2;
 - (ii) the Supplier's admission of allegations made by a governmental authority or self-reporting to a governmental authority concerning the Goods, Services or any other operations and/or activities under the Contract that it or its

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Related Companies or their respective Personnel have violated Sanctions Laws; or

- (iii) the final adjudication concerning the Goods, Services or any other operations and/or activities under the Contract that the Supplier or its Related Companies or their respective Personnel have violated Sanctions Laws.
- (e) Such indemnity obligations shall survive termination or expiration of the Contract.

15.3 Policies and Procedures

- (a) The Supplier shall have appropriate policies, procedures, and controls in place to comply with applicable ABC Laws and Sanctions Laws, including at a minimum, policies, procedures, and controls relating to:
 - (i) accounting, approval, and recording of financial transactions;
 - (ii) risk assessment and mitigation;
 - (iii) training of personnel;
 - (iv) appropriate, risk proportionate based due diligence on third party engagements or subcontractors; and
 - (v) gifts and hospitality, promotional expenditures, sponsorship, and charitable donations.

15.4 Modern Slavery

- (a) The Supplier undertakes that in the provision of Goods or performance of the Services or any other operations and activities under the Contract, it will:
 - (i) not engage in Modern Slavery, comply with applicable Modern Slavery Laws, and use reasonable endeavours to ensure that the Supplier, its Related Companies, and their respective Personnel, do not engage in Modern Slavery and comply with applicable Modern Slavery Laws;
 - (ii) take all reasonable steps to confirm that there are not any goods or services used or sourced in connection with providing the Goods or performing the Services or any other operations and activities under the Contract that the Supplier knows, or should reasonably suspect (after undertaking reasonable due diligence consistent with the United Nations Guiding Principles on Business and Human Rights), have been wholly or partly sourced, made or provided using Modern Slavery; and
 - (iii) implement (if not already in place) and maintain appropriate policies and processes designed, and reasonably capable of, ensuring that the Supplier, its Related Companies and their respective Personnel comply with clause 15.4(a), including by making available appropriate audit and grievance mechanisms (**Modern Slavery Policies**). Purchaser acknowledges that the Supplier's size, sector, operational context, ownership and structure are relevant to its implementation of Modern Slavery Policies. For the avoidance of doubt, a risk-based, proportional approach is acceptable.
- (b) The Supplier must notify Purchaser as soon as reasonably practicable in the event that the Supplier becomes aware of:
 - (i) any failure to comply with the obligations set out in clause 15.4(b); and/or
 - (ii) any formal written finding of a court, regulator, agency, commission, judicial or administrative body or similar bodies (including the United Nations Special Procedures of the Human Rights Council and the OECD Responsible Business Conduct National Contact Points) arising in any jurisdiction in relation to any actual breach of Modern Slavery Laws by the Supplier or its Related Companies and their respective Personnel.
- (c) The Supplier shall promptly respond in reasonable detail to any reasonable request from Purchaser concerning:
 - (i) the Supplier's compliance with clause 15.4; or

- (ii) a notice sent by the Supplier under clause 15.4(c),
- (iii) and shall furnish applicable documentary support with its response, except that the Supplier shall not be obligated to disclose to Purchaser any information that would be considered legally privileged or where prohibited by law.

15.5 Business Practice Standards

- (a) Purchaser has developed the following policies, guides and statements regarding business practices and standards:
 - (i) BlueScope's Supplier Code of Conduct;
 - (ii) BlueScope's Human Rights Policy; and
 - (iii) BlueScope's Responsible Sourcing Policy,(together, the **Business Practice Standards**) which are available at <https://www.bluescope.com/sustainability/supply-chain>.
- (b) Supplier acknowledges that it has received or gained access to copies of the Business Practice Standards.
- (c) Supplier is expected to read, understand and at all times comply with the Business Practice Standards and Purchaser reserves the right to monitor and/or audit Supplier's compliance with the Business Practice Standards.

15.6 Notice

Upon becoming aware of any actual or reasonably anticipated breach of clauses 15.1 or 15.2, Supplier must immediately provide written notice of the breach (giving full details of such breach) to Purchaser.

15.7 Right of Termination

- (a) if a Party is in material breach of any part of this clause 15, or the other Party reasonably suspects such a breach in its sole discretion, then without prejudice to any other remedy the other Party may have, the other Party may terminate this Contract immediately by notice to the breaching Party.
- (b) Despite any other provision in this Contract, as a consequence of termination under clause 15.4, the terminating Party shall not be liable for any Loss that the other party or any other person may suffer as a result of such termination, and where the terminating Party is the Purchaser, the Purchaser shall not be liable to purchase any Goods or Services.
- (c) Any right of termination under this clause is in addition to any other right of termination the Party may have under the Contract or at Law.

16. General

16.1 Inconsistency

Unless expressly provided otherwise, to the extent of any inconsistency between the terms set out in these Conditions or a Purchase Order issued pursuant to these Conditions, the terms of the Purchase Order shall prevail.

16.2 Construction

The Contract is not to be construed against a Party on the basis that the Party or its lawyers were responsible for its drafting.

16.3 Purchaser holds for the benefit of each Indemnified Party

Each Party to the Contract acknowledges and agrees that Purchaser and each Related Company holds each exception, limitation, defence, immunity or other benefit contained in the Contract on behalf of and for the benefit of each Indemnified Party.

16.4 No reliance

- (a) Without limiting any other provision of the Contract, except where the Supplier is a Small Business, the Supplier represents and warrants that it has not entered into the Contract in reliance on any representation expressly or impliedly given by or on behalf of Purchaser; and
- (b) the Supplier represents and warrants that it has made its own inquiries as to the Licences which apply to the supply of the Goods and the performance of the Services.

16.5 Relationship of Parties

- (a) Nothing in the Contract creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties or between the Supplier and a JV Partner.
- (b) Neither Party has the authority to bind the other Party by any representation, declaration or admission, or to make any contract or

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commitment on behalf of the other Party or to pledge the other Party's credit.

16.6 Governing Law

- (a) The Contract is governed by the laws of the State or Territory in which the Goods are supplied and the Services are performed.
- (b) The Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the State or Territory in which the Goods are supplied and the Services are performed and courts competent to determine appeals from those courts with respect to any proceedings which may be brought arising out of or in connection with the Contract.

16.7 Waiver

A right created by the Contract cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

16.8 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from the Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

16.9 Preservation of existing rights

The expiration or termination of the Contract does not affect any right that has accrued to a Party before the expiration or termination date.

16.10 No merger

Any right or obligation of any Party that is expressed to operate or have effect on or after the completion, expiration or termination of the Contract for any reason, will not merge on the occurrence of that event but will remain in full force and effect.