INEOS | AUTOMOTIVE

1. BASIS OF AGREEMENT

a. The "**Order**" is the offer, made by INEOS Automotive Australia PTY Ltd ("**INEOS**") and/or an Affiliate of INEOS to the supplier (the "**Supplier**"), for the Supplier to perform the Services for, and supply the Deliverables to, INEOS. These terms and conditions are incorporated into the Order together with any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable) (together, the "**Agreement**").

b. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.

c. Except as otherwise agreed in writing between the Parties, the terms of this Agreement apply to the exclusion of the terms of any other document, which may be issued by either Party relating to the performance of the Services and the supply of the Deliverables.

d. Without prejudice to the generality of clause 1.c, any terms or conditions which the Supplier seeks to incorporate into the Order by way of any order acknowledgement, collateral contract or any other means shall not be incorporated into, and shall not apply to, the Order unless expressly accepted in writing by a director of INEOS.

2. APPOINTMENT

a. The Supplier shall perform the Services and supply the Deliverables regularly and diligently, fully and faithfully, in the best interests of INEOS and subject to and in accordance with the terms of this Agreement.

b. If the Supplier has performed any services or supplied any deliverables, parts, products or goods prior to the Effective Date in connection with the Project (or any part thereof), then such services and deliverables, parts, products and goods shall be deemed to have been provided under this Agreement only, and any fee paid or payable in respect thereof will be deemed to be a payment on account of the Fees.

c. Each Party warrants that it has full power to enter into this Agreement and to carry out its obligations under this Agreement.

3. TERM

This Agreement shall have full force and effect and be binding upon the Parties on and from the earlier of:

a. the date on which the Supplier notifies INEOS that it accepts the Order; and

b. the date on which the Supplier commences performance of its obligations under this Agreement,

(such earlier date being the "**Effective Date**") and shall continue until the earlier of:

c. the date on which the Supplier has performed all Services and delivered all Deliverables in accordance with the terms of this Agreement; and

d. the date on which this Agreement is terminated in accordance with clauses 18 (*Termination*) or 20.i

(the "**Term**").

4. **DETAILED TIMING PLAN**

a. The Supplier shall perform the Services and supply the Deliverables in accordance with the Detailed Timing Plan.

b. The Supplier shall notify INEOS as soon as practicable after becoming aware that it may be unable to meet the delivery dates or times set out in the Order or Detailed Timing Plan (as applicable) or any other aspects of the Detailed Timing Plan and such notice shall include full details of the delay including the cause of the delay and the expected effects of the delay.

c. As soon as practicable following receipt of a notice under clause 4.b, INEOS shall grant to the Supplier in writing such extension of time for the Order or Detailed Timing Plan (as applicable) as INEOS then estimates to be fair and reasonable if, in its opinion, the regular progress of the performance of the relevant Services or supply of the relevant Deliverables has been delayed or is likely to be delayed by reason of: (i) a Force Majeure Event; (ii) delay caused by any act of prevention or default by INEOS of its obligations under this Agreement; or (iii) compliance with INEOS' express written instructions in respect of the relevant Services or Deliverables, provided always that: (A) the Supplier shall use reasonable endeavours to prevent or mitigate the effects of any delay; and (B) the Supplier shall not be entitled to an extension of time to the extent that any delay is due to any act, omission, default (of the Supplier's obligations under this Agreement), negligence or breach of statutory duty of the Supplier or its agents or of any subcontractor or its agents.

5. CHANGE REQUESTS

a. Either Party shall be entitled at any time to request a Variation by submitting a Change Request to the other Party. The Supplier shall, in respect of any Change Request in respect of any Good, apply the standard proceedings as defined in VDA Volume 2: Quality Assurance for Supplies: Production Process and Product Approval (PPA) and take into special consideration the "Trigger Matrix" set out in Appendix 2 to VDA Volume 2 : Quality Assurance for Supplies: Production Process and Product Approval (PPA).

b. If either Party submits a Change Request under clause 5.a, then INEOS shall, as soon as is reasonably practicable after submission of the relevant Change Request, determine if the relevant Variation should be further evaluated or not and notify the Supplier of its decision.

c. If INEOS decides, under clause 5.b that a Variation should be further evaluated, then INEOS shall, as soon as is reasonably practicable after the relevant decision under clause 5.b, establish a team to evaluate the relevant Variation comprised of such persons as INEOS considers (acting reasonably) to be relevant for the purposes of evaluating the relevant Variation (each an "**Evaluation Team**").

d. The Supplier shall, at the request of any Evaluation Team, cooperate with, assist and support the relevant Evaluation Team with its evaluation of the relevant Variation and, unless otherwise expressly agreed in writing by each Party, such cooperation, assistance and support shall be at the Supplier's sole cost and expense.

e. An Evaluation Team shall, in respect of the relevant Change Request:

   i. carry out an assessment of the technical, financial and commercial impact of the relevant Variation which may include considering, amongst other relevant considerations, the details of the changes contemplated in the relevant Change Request and the impact (if any) of such changes on the Deliverables, Detailed Timing Plan, Fees, Payment Schedule, Services and/or Specification (an "**Evaluation Team Assessment**"); and

   ii. provide the relevant Evaluation Team Assessment to such representatives of INEOS as are authorised to make a final determination in respect of the relevant Change Request.

f. INEOS shall, as soon as is reasonably practicable after an Evaluation Team Assessment being provided to the relevant representatives of INEOS under clause 5.e.ii: (i) determine whether the relevant Variation is approved (in whole or in part), rejected (in whole or in part) or should be considered further by the relevant Evaluation Team; and (ii) notify the Supplier of its decision (a "**Variation Release**").

g. If INEOS determines that a Variation should be considered further by the relevant Evaluation Team, then clauses 5.e and 5.f shall apply in respect of such further consideration with the necessary changes.

h. If INEOS approves a Variation (in whole or in part) in accordance with clause 5.f, then:

   i. with effect from the date on which INEOS submits the relevant Variation Release to the Supplier, this Agreement shall be deemed to be amended to implement the relevant Variation approved (in whole or in part) by INEOS under clause 5.f; and

   ii. the Parties shall execute such further documents as may be necessary to give effect to such Variation.

i. The Supplier shall not make, incorporate or otherwise implement any Variation other than in accordance with this clause 5 (*Change Requests*).

6. STANDARD OF CARE

a. The Supplier represents, warrants and undertakes that in performing its obligations under this Agreement, the Supplier has exercised and shall continue to exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent member of the Supplier's profession experienced in performing services similar to the Services and supplying deliverables, parts, products or goods similar to the Deliverables for a project of a similar size, scope, nature and complexity to the Project.

b. Without prejudice to the generality of clause 6.a, the Supplier shall:

   i. perform its obligations under this Agreement in accordance with:

      (A) Applicable Law;

      (B) the Supplier's Insurances; and

      (C) the Necessary Consents;

   ii. supply any Goods that are automotive parts in accordance with IATF 16949:2016;

   iii. cooperate with INEOS in all matters relating to the Services and Deliverables and comply with INEOS' reasonable instructions in relation to the Project;

   iv. ensure that the Services and Deliverables conform with all descriptions and specifications set out in this Agreement (including the Order) and all Applicable Law;

   v. observe all health and safety rules and regulations and any other security requirements that apply at any of INEOS' premises (if applicable);

   vi. hold any materials, equipment and tools, drawings, specifications and data supplied by INEOS to the Supplier (the "**INEOS Materials**") in safe custody at its own risk, maintain INEOS Materials in good condition until returned to INEOS, and not dispose or use INEOS Materials other than in accordance with INEOS' written instructions or authorisation;

vii. not do or omit to do anything which may cause INEOS to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

viii. conduct its business in a manner that is consistent with all Applicable Law.

7. GOODS; SHIPPING, BILLING AND CERTIFICATION

a. The Supplier shall:

i. properly pack, mark and ship Goods in accordance with any requirements agreed in writing with INEOS and with relevant carriers in a manner to secure lowest transportation cost;

ii. route shipments in accordance with instructions from INEOS (whether included in the Order or otherwise);

iii. make no charge for: (A) handling, packaging, storing or transporting Goods; (B) protective packaging; (C) material; (D) delivery of Goods to various plants in special racks/different container types; or (E) re-assignment of any type of container unless otherwise stated in the Order; and

iv. promptly provide the bill of lading or other shipping receipt for each shipment to INEOS.

b. The Supplier shall include correct identification of the Goods shipped and any applicable carrier's requirements on bills of lading or other shipping receipts. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable INEOS to easily identify the Goods contained therein.

c. The Supplier shall provide INEOS with sufficient warning and notice in writing (including appropriate labels on Goods, containers and packing) of any hazardous material which is a raw material in, or a part of, any of the Goods, together with such special handling instructions as may be necessary to advise carriers, INEOS, and their respective employees, of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers and packing shipped to INEOS.

d. The Supplier shall, as soon as is reasonably practicable, inform INEOS if any Good is, or any materials, components or works forming part of any Good are, not manufactured in the European Union and in such cases shall supply INEOS with documentary evidence of origin certified by the appropriate authorities.

e. The Supplier shall apply an effective batch coding system to each Good supplied pursuant to this Agreement.

f. If requested by INEOS from time to time, the Supplier shall promptly provide to INEOS:

i. a list of all raw materials, substances, components or parts in the Goods;

ii. the amount of all such raw materials, substances, components or parts; and

iii. information concerning any changes in or additions to such raw materials, substances, components or parts,

in each case in such form and detail as INEOS may direct.

8. GOODS; DELIVERY AND TITLE

a. The Supplier shall deliver the Goods at the delivery location set out in the Order or expressly agreed between the Parties in accordance with either:

i. FCA Incoterms® 2010; or

ii. DAP Incoterms® 2010,

as specified in the Order and the applicable terms shall, unless otherwise expressly agreed by the Parties, be incorporated into the Order save to the extent inconsistent with this Agreement's, or the Order's, express terms.

b. The Supplier shall procure that title to each Good passes to INEOS free from liens and encumbrances upon collection by, or on behalf of, INEOS at the delivery location set out in the Order.

c. The Supplier shall deliver the Goods at the dates and times set out in the Order or Detailed Timing Plan (as applicable) or expressly agreed between the Parties.

d. If INEOS requests delivery of:

i. any Goods at a date or time earlier than the date or time set out in the Order or Detailed Timing Plan (as applicable) or expressly agreed between the Parties; or

ii. a greater quantity of any Good than set out in the Order,

then the Supplier shall use reasonable endeavours to perform delivery of the relevant Goods at such earlier date or time or supply such greater quantity of the relevant Good.

e. Timely delivery of Goods in accordance with this Agreement is a material condition of this Agreement. If the delivery dates or times as set out in the Order or Detailed Timing Plan (as applicable) or expressly agreed between the Parties cannot be met, then the Supplier shall promptly:

   i. notify INEOS of such fact; and
   ii. provide INEOS with all relevant information in respect of the relevant failure to meet delivery dates or times and the mitigating actions the Supplier proposes to take (including the cause of such failure to meet delivery dates or times, maximum production capacity planned & actual output quantities, reviewed alternative production options (including any risks), deliverable alternative parts, options for lot splitting and partial deliveries, options for reducing the transportation time using special transports, any backlog reduction plans and process analysis / bottleneck process analysis),

   and INEOS may require the Supplier to accelerate delivery of the relevant Goods at the Supplier's sole risk and expense. The Supplier acknowledges that failure to deliver in accordance with each Binding Delivery Schedule or All Time Buy Order (as applicable) may result in INEOS suffering loss of profits and other direct, indirect, incidental or consequential losses, costs, and expenses (including losses and damages relating to and arising out of incremental cost of labour, transportation, production changes and storage) and all such losses, costs and expenses are now agreed to be within the Parties' contemplation as the probable result of any such failure by the Supplier.

f. INEOS shall not be required to make payment for Goods delivered to INEOS that are in excess of quantities specified in the Order except to the extent such excess quantity was requested by INEOS under clause 8.d.ii.

g. INEOS may return all or any part of any over-shipment of Goods to the Supplier at the Supplier's own risk and the Supplier shall pay to INEOS such amount as will reimburse INEOS for any costs incurred in connection with such return shipments.

9. GOODS; WARRANTY

a. At the time of delivery of any Good, the Supplier shall be deemed hereby to warrant that:

   i. such Good conforms to the Specification and is of satisfactory quality, of good material and workmanship and free from defects in material and workmanship;

   ii. such Good conforms to this Agreement and the Order and to all applicable safety requirements; and

   iii. it knows of INEOS' intended use of such Good and expressly warrants that such Good is fit and sufficient for the particular purposes intended by INEOS.

b. Any Good (or part thereof) repaired, modified or reinstated by the Supplier in accordance with clause 10.f, or any replacement Good, shall be deemed to be warranted by the Supplier in accordance with clause 9.a on the date on which the relevant Good is replaced, repaired, modified or reinstated such that it conforms with the terms of this Agreement (including the Specification) and the Order and, if applicable, delivered to INEOS in accordance with this Agreement and the Order.

10. GOODS; NON-CONFORMING GOODS

a. The Supplier shall immediately notify INEOS, and INEOS may notify the Supplier, upon becoming aware of a potential safety or quality issue in respect of the Supply of the Goods.

b. If, in INEOS' reasonable opinion, any Good is a Non-conforming Good, then INEOS shall notify the Supplier as soon as is reasonably practicable after discovering such suspected non-conformity. The Supplier may (at its own expense) inspect the relevant Good within ten (10) Business Days of the relevant notice from INEOS under this clause 10.b and INEOS shall permit the Supplier to carry out any such inspection.

c. If the Supplier is subject to any process disruption or a notice is given under clause 10.a, then the Supplier shall, no later than ten (10) Business Days after becoming aware of the relevant disruption or the relevant notice being given, provide to INEOS an '8D Report' including:

   i. the isolation and marking of (potentially) defect parts (at its premises and at relevant INOES facilities) and how it is ensured, that no potentially defect parts are further used;

   ii. the initiation of immediate actions to ensure deliveries to INEOS;

   iii. the analysis of the root causes of the defect;

   iv. the initiation of improvement measures; and

   v. the evaluation of such measures' effectiveness.

d. The Supplier shall report to INEOS any immediate actions taken by the Supplier in respect of any process disruption or notice given under clause 10.a no later than twenty-four (24) hours after the relevant action.

e. Payment for any Non-conforming Good shall not: (i) constitute an acceptance thereof or a waiver of any claims in respect thereof; (ii) limit or impair INEOS' right to assert any legal or equitable remedy in respect thereof; or (iii) relieve the Supplier's responsibility for latent defects in respect thereof.

f. If any Good is a Non-conforming Good, then INEOS may request that the Supplier replaces, repairs, modifies or reinstates, in each case at the Supplier's expense, the relevant Good, and the Supplier shall replace, repair, modify or reinstate (as applicable) the relevant Good, so that it conforms with the terms of this Agreement (including the Specification) and the Order and the due date for payment of any invoice in respect of the relevant Good shall be the date that is forty-five (45) days after the date on which the relevant Good is replaced, repaired, modified or reinstated such that it conforms with the terms of this Agreement (including the Specification) and the Order and, if applicable, delivered to INEOS in accordance with this Agreement and the Order.

g. If, in INEOS' reasonable opinion:

i. the relevant Non-conforming Good cannot be repaired, replaced, modified or reinstated, such that it conforms with the terms of this Agreement (including the Specification) and the Order, within a reasonable period;

ii. the Supplier fails to replace, repair, modify or reinstate the relevant Non-conforming Good within a reasonable period; or

iii. any replacement, repair, modification or reinstatement of the relevant Non-conforming Good may cause disruption to INEOS' operations,

then INEOS may:

iv. return the Non-conforming Good to the Supplier at the Supplier's risk, following which the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the relevant Non-conforming Good and any costs incurred by INEOS in returning the relevant Non-conforming Good; or

v. carry out, or procure that a third party carries out, such works as may be necessary to make the relevant Non-conforming Good conform with the terms of this Agreement (including the Specification) and the Order and the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the costs and expenses incurred by INEOS in carrying out, or engaging a third party to carry out, such works,

and INEOS may refuse to accept any further deliveries or instalments of the Goods or any part thereof.

11. CONFLICT

If the Supplier becomes aware of any ambiguity, discrepancy, conflict or inconsistency in any obligation or standard in this Agreement or between any such obligation or standard and another such obligation or standard, then the Supplier shall notify INEOS of such ambiguity, discrepancy, conflict or inconsistency and INEOS shall, as soon as is reasonably practicable following receipt of the relevant notice, issue an instruction to the Supplier informing it which obligation or standard shall prevail. In each case, compliance by the Supplier with the prevailing obligation or standard shall be deemed not to breach the relevant ambiguous, discrepant, conflicting or inconsistent obligation or standard.

12. INEOS' OBLIGATIONS

INEOS shall:

a. provide the Supplier with reasonable access at reasonable times to INEOS' premises for the purpose of performing the Services and supplying the Deliverables; and

b. provide such information to the Supplier as the Supplier may reasonably request and INEOS considers reasonably necessary for the purpose of performing the Services and supplying the Deliverables.

13. PERSONNEL

a. The Supplier shall nominate a project manager and procure that the Project Manager is responsible for the overall provision, management and co-ordination of the Services and Deliverables and that there will be no change to the Project Manager without the prior written consent of INEOS (such consent not to be unreasonably withheld, conditioned or delayed).

b. The Supplier shall nominate key personnel and ensure that the Key Personnel are available and that they devote such time as is necessary or desirable in order to enable them to properly perform the Services and supply the Deliverables and that there will be no change to the Key Personnel without the prior written consent of INEOS (such consent not to be unreasonably withheld, conditioned or delayed).

c. The Supplier shall provide such other personnel of appropriate ability, qualification and experience as may be required for the performance of the Services and supply of the Deliverables.

d. INEOS may, at any time, request the removal of any person performing the Services (or any part thereof) or supplying the Deliverables (or any part thereof) if, in INEOS' opinion, such person's conduct is or has been unsatisfactory, and the Supplier shall promptly remove such person and if, in INEOS' opinion, a replacement is necessary then the Supplier shall replace such person with a suitable, qualified and experienced person.

14. RELATIONSHIP AND AUTHORITY OF PARTIES

The Supplier and INEOS are independent contracting parties and, subject to clause 24.e, nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever and nothing in this Agreement grants either party any authority to assume or to create any obligation on behalf of or in the name of the other.

15. PAYMENT

a. The Fees constitute the sole remuneration of the Supplier in connection with the performance of the Services and supply of the Deliverables. Unless specified otherwise in the Order or agreed otherwise by the Parties, the Fees are inclusive of all costs, disbursements and expenses.

b. In consideration of the proper performance of the Services and supply of the Deliverables by the Supplier in accordance with this Agreement, INEOS shall pay to the Supplier the Fees in accordance with this clause 15 (*Payment*).

c. Within ten (10) Business Days of each milestone set out in the Detailed Timing Plan, the Supplier shall (if applicable) provide INEOS with a summary of:

   i. the total Fees expected to be incurred up to the next milestone in the Detailed Timing Plan; and

   ii. the timescales in which those Fees are expected to be incurred.

d. The Supplier shall submit to INEOS invoices for the Fees in accordance with the Payment Schedule and shall include with each invoice details of the basis on which the amount in the relevant invoice is calculated (including the number of hours and/or days spent by employees, agents and contractors of the Supplier on the performance of the Services and supply of the Deliverables and the applicable rate for the relevant employees, agents and contractors (if applicable)) together with all such supporting documents, vouchers, receipts and other information as INEOS may require for the purpose of checking the same.

e. Subject to clause 15.f, unless alternative payment terms are specified in the Order, INEOS shall pay to the Supplier an amount equal to the amount set out in any invoice received in accordance with clause 15.d (excluding any amount which is the subject of a bona fide Dispute by INEOS) no later than the date that is forty-five (45) days after the date on which INEOS receives the relevant invoice provided that time for payment shall not be of the essence of this Agreement.

f. If the due date for payment under clause 15.e for any invoice is not a Business Day, then the due date for payment shall be the next Business Day after that date.

g. The Supplier agrees to accept payment of the Price by electronic transfer of funds.

h. Unless stated otherwise in the Order, the Fees shall be interpreted as being inclusive of all taxes, levies, duties or imposts including value added tax, any similar sales tax or any tax that replaces such sales taxes.

16. REPERFORMANCE

a. If the Supplier:

   i. has not performed a Service or supplied a Deliverable (or has not sought to perform a Service or supply a Deliverable) required to be performed or supplied under this Agreement, then the Supplier shall, where such failure is capable of remedy, perform the relevant Services or supply the relevant Deliverables; or

   ii. has performed a Service or supplied a Deliverable, but has failed to do so in accordance with this Agreement, then (except where such failure is that a Good is a Non-conforming Good in which case clause 10 (*Goods; Non-conforming Goods*) will apply in respect of the relevant failure) the Supplier shall, where such failure is capable of remedy, re-perform or re-supply (at its own cost) the relevant Services or Deliverables (as applicable),

   in each case as soon as reasonably practicable after receipt of a statement from INEOS providing the Supplier with details of the nature of the failure.

b. If the Supplier fails to perform its obligations under clause 16.a within a reasonable period of time (having regard to the nature of the Services to be performed or Deliverables to be supplied), then INEOS may perform (or re-perform) or supply (or re-supply), or procure the performance (or re-performance) or supply (or re-supply) of, the relevant Services or Deliverables (as applicable), and the Supplier shall pay to INEOS such amount as will reimburse INEOS for any costs and expenses that INEOS has incurred in performing (or re-performing) or supplying (or re-supplying), or procuring the performance (or re-performance) or supply (or re-supply) of, the relevant Services or Deliverables (as applicable).

17. RECORDS

The Supplier shall retain full and proper records relating to the Services and Deliverables, including all correspondence originating from the Supplier or addressed to it for as long as the Supplier has any liability under or in connection with this Agreement and, in any event, until the end of the period expiring twelve (12) years after expiry or termination of this Agreement, and the Supplier shall allow INEOS, at any time on reasonable prior notice, to examine such records.

18. TERMINATION

a. INEOS may, at any time, terminate this Agreement for convenience by giving not less than three (3) months' written notice to the Supplier.

b. INEOS may terminate this Agreement, with immediate effect by giving written notice to the Supplier if:

   i. the Supplier is in breach of any of the terms of this Agreement and INEOS has served a written notice on the Supplier specifying such breach and requiring the Supplier to remedy such breach within a period of thirty (30) days (or such longer period as agreed by the Parties) and such breach has not been remedied within such period;

   ii. the Supplier is in material breach of any of the terms of this Agreement; or

   iii. an Insolvency Event occurs in respect of the Supplier.

c. The Supplier may terminate this Agreement, with immediate effect by giving written notice to INEOS if:

   i. INEOS fails to pay, on or before the relevant due date for payment, any amount properly due under this Agreement (excluding any amount which is the subject of a bona fide Dispute by INEOS) and the outstanding amount(s) remain(s) unpaid on the date falling thirty (30) days after receipt by INEOS of a demand from the Supplier advising INEOS that it intends to terminate this Agreement unless INEOS pays the outstanding amount(s) without further delay; or

   ii. an Insolvency Event occurs in respect of INEOS.

d. If this Agreement is terminated in circumstances where the Supplier is or becomes subject to an Insolvency Event, then INEOS shall not be required to make any further payment to the Supplier until all costs, damages, expenses, losses and liabilities incurred by INEOS consequent upon such termination have been fully determined and INEOS shall be entitled to set-off the same against any payment falling due under clauses 15.b and 15.e.

e. Subject to clause 18.d, INEOS shall pay to the Supplier any payment which would have become due in respect of the period up to and including the date on which this Agreement terminates, and any other due and unpaid payment at the date of such termination.

f. On any termination or expiration of this Agreement:

   i. the Supplier shall:

      (A) to the extent and at the times specified by INEOS, stop all work on the Services or Deliverables (or part thereof) and incur no further costs;

      (B) promptly deliver to INEOS all Deliverables whether or not then complete;

      (C) promptly deliver to INEOS a copy of all Foreground IP; and

      (D) promptly return all materials supplied by INEOS to the Supplier in connection with this Agreement; and

   ii. all rights and licences granted by INEOS pursuant to this Agreement shall cease, save to the extent required to enable the Supplier to fulfil any obligations under this Agreement which survive termination or expiry of this Agreement.

g. If the Supplier fails to take the actions required under clauses 18.f.i(B), 18.f.i(C), and 18.f.i(D), then INEOS may, and the Supplier shall permit INEOS to, enter the Supplier's premises and take possession of such Deliverables and materials and, until they have been returned or delivered, the Supplier shall be solely responsible for the safe keeping of such Deliverables and materials and shall not use such Deliverables and materials for any purpose not connected with this Agreement.

h. If this Agreement is terminated by INEOS under clause 18.b or 20.i, then the Supplier shall pay INEOS:

   i. any unpaid payments at the date of such termination;

   ii. all reasonable costs of procuring and engaging an alternative supplier to perform the services and supply the deliverables, parts, products or goods contemplated under this Agreement; and

   iii. any other costs, losses, liabilities or expenses directly arising out of or in connection with the termination of this Agreement,

   and, in respect of clauses 18.h.ii and 18.h.iii, INEOS shall use reasonable endeavours to mitigate such costs, losses, liabilities or expenses.

i. On any termination or expiration of this Agreement, INEOS may request (and the Supplier shall provide) reasonable assistance to INEOS and any replacement supplier to enable a smooth, efficient and uninterrupted handover to that replacement supplier including: (i) meetings with INEOS and that replacement supplier; and (ii) additional video conference, telephone and email assistance to INEOS and that replacement supplier, in each case to clarify issues relating to the performance of the Services and/or the content and/or supply of any Deliverables and other Foreground IP.

j. All assistance provided under clause 18.i, shall be provided free of charge to INEOS except to the extent this Agreement has been terminated under clause 18.c, in which case the Supplier may charge INEOS for all such assistance at its then current standard rates for the performance of services of the same or similar type as the Services.

19. SUSPENSION AND OMISSION

a. INEOS may at any time by notice in writing to the Supplier require the Supplier to suspend the performance of all or any part of the Services or the supply of the Deliverables, in which event INEOS shall pay to the Supplier any instalment of the Fees due and unpaid as at the date of such suspension and a fair and reasonable proportion of the next instalment of the Fee that would otherwise have become due having regard to the Services performed or Deliverables supplied by the Supplier at the date of suspension.

b. INEOS may, by notice to the Supplier at any time after a suspension of the performance of the Services or the supply of the Deliverables pursuant to clause 19.a, require the Supplier to resume the performance of the Services and/or supply of the Deliverables, in which event the Supplier shall promptly resume such performance and/or supply and any payment made to the Supplier pursuant to clause 19.a shall constitute a payment on account towards any future amounts to be paid to the Supplier.

c. INEOS may at any time provide written notice to the Supplier requesting the omission of the Services or Deliverables (or any part thereof) from this Agreement and such Services or Deliverables (or the relevant part thereof) shall thereafter be omitted from this Agreement.

d. The valuation as agreed between the Parties or in the absence of such agreement, as determined under clause 31 (*Governing Law, Jurisdiction and Disputes*) of the omitted Services or Deliverables (as applicable) shall be deducted from the Fees.

e. Without prejudice to the generality of clause 27.a, the Supplier waives all of its rights (if any) in respect of any claim for loss of fee, loss of profits, loss of opportunity, loss of contract and/or indirect or consequential losses arising out of or in connection with the omission of the Services or Deliverables (or any part thereof) including, for the avoidance of doubt, if such omitted Services or Deliverables (as applicable) are subsequently carried out, performed and/or completed by a third party.

20. FORCE MAJEURE

a. Subject to clause 20.b, "**Force Majeure Event**" means any event or occurrence which could not have been prevented, overcome, avoided or foreseen by, which is beyond the control of, and did not arise as a result of any fault or negligence on the part of, the party claiming the event as a Force Majeure Event including, provided that the foregoing requirements are satisfied, acts of God, governmental acts, fires, floods, windstorms, explosions, riots, natural disasters, wars sabotage or civil commotion.

b. The following events or circumstances shall not be, or be deemed to be, a Force Majeure Event:

i. failure of either INEOS or the Supplier to perform any of their respective obligations under this Agreement which contributed to the occurrence of an event which would be a Force Majeure Event but for this clause 20.b.i;

ii. any failure by either INEOS or the Supplier to reach agreement with a third party;

iii. any failure, or delay, in performance by a subcontractor or supplier (unless it would be excused for reasons of a Force Majeure Event if the subcontractor or supplier was a party to this Agreement);

iv. lack of funds for any reason or inability to use available funds for any reason; or

v. failure of either INEOS or the Supplier to make any payment of money in accordance with its obligations under this Agreement.

c. Neither Party (the "**Claiming Party**") shall be liable under this Agreement for any delay or non-performance of its relevant obligations under this Agreement to the extent that, and for such period as, the Claiming Party is prevented from performing such obligations under this Agreement, in whole or in part, as a result of a Force Majeure Event.

d. Notwithstanding clause 20.c, the Claiming Party shall continue to perform all of its obligations under this Agreement which are not affected by a Force Majeure Event in accordance with this Agreement.

e. The Claiming Party shall, within three (3) days after becoming aware of the Force Majeure Event, notify the other Party of the nature, extent, effect and likely duration of the event.

f. In addition, the Claiming Party shall:

i. use reasonable endeavours to prevent and minimise the effect of the relevant event on the performance of its obligations under this Agreement (this shall include having recourse to alternate acceptable sources of services, materials and equipment);

ii. provide the other Party with weekly updated reports as to the nature of the delay and its effect upon the time of performance; and

iii. use reasonable endeavours to ensure resumption of the normal performance of its obligations under this Agreement after the termination of any Force Majeure Event and shall perform its obligations to the maximum extent practicable and agreed between the Parties.

g. If the Supplier is prevented from performing its obligations under this Agreement by a Force Majeure Event, then:

i. INEOS may omit any Services and/or Deliverables from the scope of this Agreement, without any liability to the Supplier; and

ii. if requested by INEOS, the Supplier shall, within five (5) days provide adequate assurances to INEOS that any delay attributable to the relevant Force Majeure Event shall not exceed thirty (30) days or notify INEOS that such assurances cannot be given.

h. Within fourteen (14) days following the cessation of any Force Majeure Event, the Claiming Party shall submit to the other Party reasonable proof of the nature of the delay and its effect upon the time of performance of its obligations under this Agreement.

i. If:

i. any delay attributable to a Force Majeure Event continues for thirty (30) or more consecutive days or sixty (60) non-consecutive days in any twelve (12) month period; or

ii. the Supplier fails to respond to a request from INEOS under clause 20.g.ii or notifies INEOS under clause 20.g.ii that it cannot give the requested assurances,

then INEOS may terminate this Agreement with immediate effect by giving written notice to the Supplier.

21. INTELLECTUAL PROPERTY

a. Nothing in this Agreement shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in this Agreement.

b. All Foreground IP shall, as of its creation, vest in and become the absolute property of INEOS. The Supplier shall transfer, or shall ensure the transfer of, any Foreground IP to INEOS with full title guarantee and the Supplier shall take all necessary actions, or shall ensure that the necessary actions are taken (including signing any documents), to ensure that such Foreground IP vests in full with INEOS in accordance with this clause 21.b.

c. Subject to the Supplier having complied with its obligations under clause 21.b, INEOS grants to the Supplier for the Term, a non-exclusive and irrevocable (in each case during the Term), non-transferable, personal licence to use INEOS' IP (including the Foreground IP) to the extent necessary for fulfilling the Supplier's obligations under this Agreement.

d. The Supplier shall, in using any of INEOS' IP in accordance with clause 21.c, comply with any guidelines (including branding guidelines) provided by INEOS to the Supplier from time to time.

e. The Supplier hereby grants to INEOS a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable licence to copy and use any of the Supplier's IP incorporated into, or required in connection with the use and enjoyment of, the Services and/or Deliverables supplied to INEOS under this Agreement for any purpose relating to the Project.

f. The Supplier shall not use any of INEOS' IP for any purpose other than fulfilling its obligations to INEOS under this Agreement.

g. The Supplier shall not assist any other person to do or omit to do anything to diminish the IP belonging to, or provided to the Supplier by, INEOS or impair any registration of such IP.

h. The Supplier represents and warrants to INEOS that:

i. it has the right to transfer Foreground IP to INEOS;

ii. it has the right to grant INEOS the rights and licences over the Supplier's IP granted herein;

iii. the Services and Deliverables, and the use of the Services, Deliverables, Foreground IP and the Supplier's IP licensed under clause 21.e, in each case by INEOS, do not and will not misappropriate or infringe any third-party IP;

iv. the Deliverables shall not be subject to any third-party encumbrances, royalties, restrictions, or requirements, including third-party licence requirements; and

v. the Deliverables shall be free of any and all viruses, trojan horses, trap doors and other harmful or limiting code (if applicable).

i. In the event of a breach of any of the warranties set out in clause 21.h, INEOS may require the Supplier at the Supplier's own expense to:

i. procure the right for INEOS to continue using the Deliverables;

ii. make such alterations, modifications or adjustments to the Deliverables so that they become non-infringing without incurring a material diminution in performance or function; or

iii. replace the Deliverables with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

j. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of the warranties set out in clause 21.h. Upon reasonable request in writing, the Supplier shall provide to INEOS all information in its possession on licences by third parties to the Supplier where the Supplier uses the third-party IP in order to perform the Services or supply the Deliverables.

22. TECHNICAL INFORMATION

The Supplier shall, contemporaneously with the delivery of any Good under this Agreement, provide INEOS with all Technical Information for that Good in such a format as may be specified by INEOS from time to time or, if INEOS does not so specify a format, in such a format as is reasonable for the provision of such information.

23. CONFIDENTIALITY

a. Each Party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other Party concerning the business or affairs of the other party or any of its Affiliates, including information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("**Confidential Information**"), except to the extent permitted by clause 23.b.

b. Each Party may disclose the other Party's Confidential Information:

i. to its (and in the case of INEOS, its Affiliates') employees, officers, agents, consultants, advisers or subcontractors ("**Representatives**") who need to know such information for the purposes of carrying out the disclosing Party's obligations under this Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Representatives are bound by confidentiality obligations equivalent to those contained in this clause 23 (*Confidentiality*). The disclosing Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 23 (*Confidentiality*);

ii. as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the disclosing Party is subject or submits; and

iii. to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this clause 23 (*Confidentiality*).

c. On termination or expiry of this Agreement, each Party shall promptly destroy or return to the other Party the Confidential Information relating to the other Party and any records or copies of the same in whatever form.

d. Without prejudice to the generality of clauses 23.a to 23.c (inclusive), the Supplier shall not, without INEOS' express written approval:

i. in any manner advertise or publish the fact that the Supplier has entered into this Agreement; or

ii. use any trademarks or trade names of INEOS in the Supplier's advertising or promotional materials.

e. Each Party acknowledges that damages alone may not be an adequate remedy for breach of this clause 23 (*Confidentiality*) and that equitable relief may be a more appropriate remedy, without prejudice to any other rights or remedies the applicant Party may have.

f. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of this clause 23 (*Confidentiality*) by the Supplier.

24. INSURANCE

a. The Supplier undertakes to take out and maintain at all times during the Term, and for six (6) years following termination or expiry of this Agreement, at its own cost with an insurer of good financial standing and repute (and, where available, on a claims occurring basis):

i. employers' liability insurance (with cover of no less than £10,000,000) as required by Applicable Law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of Supplier personnel and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

ii. public liability insurance (including damage to property) (with cover of no less than £5,000,000) including as a result of the acts or omissions of the Supplier, Supplier personnel and/or subcontractors and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;

iii. professional indemnity insurance (with cover of no less than £5,000,000); and

iv. such other insurances as: (A) are required by Applicable Law from time to time; or (B) a properly qualified and competent member of the Supplier's profession experienced in performing services similar to the Services and supplying deliverables, parts, products and goods similar

to the Deliverables for a project of a similar size, scope, nature and complexity to the Project would procure and maintain (including, if the Supplier is supplying Goods under this Agreement, product liability insurance)

(the "**Supplier's Insurances**").

b. The Supplier shall, at INEOS' request from time to time, provide to INEOS such documents and/or information relating to any Supplier's Insurance as INEOS may require including certificates of insurance and receipts or other evidence of premiums paid.

c. Without limiting clause 24.a, each Supplier's Insurance shall:

i. not be invalidated by any breach of a policy term by the Supplier, including a failure to pay any premium due, without the insurer first giving at least ten (10) Business Days' notice to the Supplier to cure the breach, and copying the notice to INEOS;

ii. not be rescinded or avoided as a result of any innocent or negligent non-disclosure and/or misrepresentation of facts by the Supplier or any agent of the Supplier; and

iii. be provided by an insurer of sound financial standing and good reputation within the United Kingdom insurance market.

d. The Supplier shall procure that the Supplier's Insurance in respect of public liability shall contain an indemnity to principal clause under which INEOS shall be indemnified under such insurance in respect of claims made against INEOS and which arise from the performance or supply by the Supplier of the Services or Deliverables supplied hereunder.

e. If the Supplier does not take out or maintain any Supplier's Insurance in accordance with this clause 24 (*Insurance*), then INEOS may procure such insurance on the Supplier's behalf and may recover any premia payable in respect of such insurance from the Supplier as a debt due and payable. The Supplier hereby authorises INEOS to act on its behalf for this purpose.

f. Nothing contained within this clause 24 (*Insurance*) shall limit or reduce the Supplier's liability under or in connection with this Agreement.

25. ANTI-BRIBERY AND CORRUPTION

a. The Supplier warrants and undertakes to INEOS that in connection with the entry into, and performance of its obligations under, this Agreement or in any dealing relating to INEOS:

i. it shall not commit any offence under all applicable anti-money laundering legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002), sanctions and anti-corruption legislation (including the Bribery Laws) (the "**Legislation**") and it shall not, and shall procure that its Associated Persons shall not, engage in any activity, practice or conduct which would otherwise constitute an offence under the Legislation;

ii. in the event that the Supplier becomes aware of: (i) any bribery or fraudulent or dishonest activity by it or its Associated Persons; (ii) any breach of this clause 25 (*Anti-Bribery and Corruption*) by the Supplier or its Associated Persons; or (iii) any facts, matters or circumstances that could give rise to a reasonable suspicion of (i) or (ii), it shall immediately notify INEOS in writing and shall cooperate fully with INEOS in an investigation of such bribery or fraudulent or dishonest activity or such breach;

iii. it has and shall maintain in place adequate procedures, designed to prevent Associated Persons from undertaking any conduct which would constitute an offence under the Bribery Laws;

iv. it shall procure that its Associated Persons adhere to the obligations as are placed on the Supplier under this clause 25 (*Anti-Bribery and Corruption*) as if such Associated Persons were parties hereto and procure that any Associated Person appointed by the Supplier in connection with this Agreement shall give an undertaking in the same form as set out in clauses 25.a.i and 25.a.ii for the direct benefit of INEOS; and

v. it shall, from time to time, at the reasonable request of INEOS, confirm in writing that the Supplier has complied with its obligations under this clause 25 (*Anti-Bribery and Corruption*) and shall provide any information reasonably requested by INEOS in support of such compliance.

b. To the extent permitted by law, the Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach by the Supplier of its warranties and undertakings in clause 25.a.

26. ANTI-SLAVERY AND HUMAN TRAFFICKING

a. The Supplier shall:

i. ensure that it, and its Associated Persons, shall not employ or use any form of forced, bonded or compulsory labour or other forms of slavery or human trafficking ("**Modern Slavery**");

ii. take appropriate steps to ensure that there is no form of Modern Slavery employed or used within its business or in its supply chains or the business or supply chains of its Associated Persons;

iii. ensure that it, and its Associated Persons, co-operate with any compliance audit or investigation by INEOS and provide all reasonable information and assistance requested upon an investigation or inquiry directed to INEOS in respect of matters relating to Modern Slavery; and

iv. promptly inform INEOS if the Supplier becomes aware of any breach of this clause 26 (*Anti-Slavery and Human Trafficking*).

b. The Supplier warrants that neither it, nor any of its Associated Persons, employ or use any form of Modern Slavery and have taken appropriate steps to ensure that there is no form of Modern Slavery employed or used within its business or in its supply chains.

27. LIABILITY

a. Subject to clause 27.b, INEOS shall not be liable under or in connection with this Agreement (whether as a result of breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity, termination or otherwise) for any loss of profits, loss of use, loss of production, loss of contracts or any indirect or consequential losses or damage suffered by the Supplier or any third party.

b. Nothing in this Agreement shall limit or exclude the liability of either Party for:

i. death or personal injury resulting from negligence;

ii. fraud or fraudulent misrepresentation; or

iii. any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

28. SET-OFF

INEOS may at any time, without notice to the Supplier, set off any liability of the Supplier to INEOS against any liability of INEOS to the Supplier, in each case to the extent such liability constitutes a liquidated and present claim and has arisen under this Agreement. Any exercise by INEOS of its rights under this clause 28 (*Set-Off*) shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise. INEOS shall, as soon as is reasonably practicable, notify the Supplier of any set-off under this clause 28 (*Set-Off*).

29. ASSIGNMENT AND TRANSFER

a. The Supplier shall not:

i. assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, this Agreement; or

ii. novate to any person all or any of its rights and obligations under this Agreement, or otherwise transfer to any person all or any of its rights or obligations under this Agreement,

in each case, without INEOS' express written approval.

b. INEOS may, without requiring the approval of the Supplier, assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

c. INEOS may novate to any person all or any of its rights or obligations under this Agreement and the Supplier shall, within ten (10) Business Days of a request to do so by INEOS, enter into a deed of novation in a form reasonably proposed by INEOS with the effect of novating this Agreement to such person.

30. AMENDMENT AND WAIVER

Except as expressly stated otherwise in this Agreement, this Agreement may be amended, and the terms hereof may be waived, only by written instrument signed by the Parties, or in respect of a waiver, by the Party waiving its rights under this Agreement. Each Party shall be responsible for its own costs (including the fees of its own professional advisers) in relation to any amendment of this Agreement.

31. GOVERNING LAW, JURISDICTION AND DISPUTES

a. This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, the laws in force in the State or Territory (and of the Commonwealth of Australia) in which INEOS' or its authorised representative is based as at the date of this Agreement.

b. Each party submits to the non-exclusive jurisdiction of the applicable State or Territory and the Commonwealth of Australia.

c. Any and all Disputes are to be resolved in accordance with clause 32 (*Dispute Resolution*).

32. DISPUTE RESOLUTION

a. If a dispute arises in connection with this Agreement, a party to the dispute must give to the other party or parties to the dispute notice specifying the dispute and requiring its resolution under this clause 32 (Notice of Dispute).

b. A Senior Representative of each party must confer within 3 days after the Notice of Dispute is given to try to resolve the dispute.

c. If the dispute is not resolved within 7 days after the Notice of Dispute is given to the other party or parties (First Period), the dispute is by this clause submitted to mediation. The mediation must be conducted in Victoria or as otherwise agreed reasonably between the parties considering the location of the Customer. The Resolution Institute Mediation Rules (at the date of this Agreement) as amended by this clause 23 apply to the mediation, except where they conflict with this clause 23.

d. If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the First Period:

   i. the mediator is the person appointed by; and

   ii. the remuneration of the mediator is the amount or rate determined by;

   the Chair of the Victorian Chapter of the Resolution Institute (Principal Appointor) or the Principal Appointor's nominee, acting on the request of any party to the dispute.

e. The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.

f. Despite anything in this clause 32, a party at any time may commence court proceedings in relation to any dispute or claim arising under or in connection with this Agreement where that party seeks urgent interim relief.

g. This clause 32 applies even where the Agreement is otherwise void or voidable.

33. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement, and, in such event, the Parties shall use reasonable endeavours to revise the relevant illegal, invalid or unenforceable provision(s) of this Agreement in good faith so as to give effect as closely as possible to the original intentions of the Parties in a manner that is compatible with Applicable Law.

34. DISCREPANCY

a. Subject to clause 34.b, the Parties agree that these terms and conditions and the Order are intended to be correlative, complementary and mutually explanatory of one another and that this Agreement shall be read as a whole.

b. If there is any ambiguity, discrepancy, conflict or inconsistency between or within these terms and conditions and the Order, then subject to clause 11 (*Conflict*), the following order of precedence shall apply:

   i. first, the Order; and

   ii. secondly, these terms and conditions.

35. NOTICES

a. Subject to clause 35.d, any notice, statement, request or any other written communication to be given or made in respect of this Agreement by one Party to the other shall be given or made in writing. If a notice is sent to a postal address in the United Kingdom, it shall be sent by first class recorded delivery post. If a notice is sent to a postal address outside the United Kingdom, it shall be sent by commercial courier.

b. The notice shall be sent to the appropriate contact as notified by each Party to the other Party from time to time or, if no such contact is notified, to the registered address of the relevant Party.

c. Subject to clause 35.e, a written notice or other written communication made or delivered by one Party to the other Party under or in connection with this Agreement will be effective only:

   i. if delivered by hand, on the Business Day of delivery if delivered prior to the end of Working Hours on that Business Day or on the first Business Day after the date of delivery if delivered on a day other than a Business Day or after the end of Working Hours on a Business Day;

   ii. if sent by commercial courier, five (5) Business Days after dispatch;

   iii. if sent by inland first-class post, five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to the relevant Party at the applicable address; or

   iv. if sent by email, only when actually received (or made available) in readable form.

d. All written communication exchanged between INEOS and the Supplier in the ordinary course under this Agreement shall be made through an electronic data interchange as agreed between the Parties or by email to such address as a Party may have notified to the Party sending the email for the purposes of written communication under this clause 35.d provided that, if a Party has not notified the other Party of its address for the purposes of this clause 35.d, then clause 35.a will apply to the relevant written communication until the relevant Party has so notified the other Party.

e. A notice shall be deemed not to have been sent in accordance with clause 35.c, and shall not take effect, if the notice has been received in a form that is illegible in a material respect.

f. A notice under or in connection with this Agreement shall not be invalid by reason of any mistake or typographical error or if the contents are incomplete if, in each case, it should have been reasonably clear to the Party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.

36. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no rights under it.

37. SURVIVAL

The termination or expiry of this Agreement for any reason whatsoever shall be without prejudice to the rights or liabilities that may have accrued prior to termination or expiry (as applicable). The provisions of clauses 6 (*Standard of Care*), 9 (*Goods; Warranty*), 10 (*Goods; Non-conforming Goods*), 14 (*Relationship and Authority of Parties*), 17 (*Records*), 18.d to 18.j (inclusive), 21 (*Intellectual Property*) to 28 (*Set-Off*) (inclusive) and 31 (*Governing Law, Jurisdiction and Disputes*) to 38 (*Definitions and Interpretation*) (inclusive) shall survive termination or expiry of this Agreement (as applicable).

38. DEFINITIONS AND INTERPRETATION

a. In this Agreement the following words and expressions have the following meaning unless otherwise expressly defined or the context otherwise requires:

"**Affiliate**" means:

(A) in relation to INEOS, any person that directly or indirectly through one or more of its intermediaries, Controls, or is Controlled by, or is under common Control with, INEOS from time to time; and
(B) in relation to the Supplier, any person that directly or indirectly through one or more of its intermediaries, Controls, or is Controlled by, or is under common Control with, the Supplier from time to time;

"**Agreement**" has the meaning given to that term in clause 1.a;

"**Applicable Law**" means in respect of this Agreement, all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of their source), including judicial or administrative interpretation thereof, in force from time to time;

"**Associated Person**" means, in respect of a Party:

(A) each of that Party's directors, officers, employees or authorized representatives;
(B) any person for whose acts that Party may be vicariously liable; and
(C) any other person that acts for, on behalf of, that Party or provides services for, or on behalf of, that Party.

In each case, whilst acting in their capacity as such.

"**Background IP**" means any IP owned by or licensed to a Party, except Foreground IP;

"**Bribery Laws"** means any anti-bribery laws and regulations, including but not limited to the UK Bribery Act 2010 or other applicable anti-bribery laws;

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in London;

"**Change Request**" means a request by one Party to the other Party in respect of a Variation;

"**Control**" means, in relation to any person, the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of that person, whether through the ownership of securities, by contract or otherwise and includes where a person owns more than fifty per cent. (50%) of the voting rights (whether by way of securities, partnership interest, under a shareholders' agreement or otherwise) held in another person and the term "**Controlled**" shall be construed accordingly;

"**Deliverable**" means:

(A) any deliverable specified in, and to be delivered by the Supplier to INEOS in accordance with, the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable);
(B) any deliverable specified as a 'Deliverable' in accordance with this Agreement or otherwise by the agreement of the Parties, in each case from time to time; and

(C) any Goods;

"**Detailed Timing Plan"** means, in respect of any Services or Deliverables, the detailed timing plan for those Services or Deliverables set out in the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable), in each case as amended from time to time in accordance with this Agreement or otherwise by the agreement of the Parties;

"**Dispute**" means any dispute, claim or controversy arising out of, relating to or having any connection with, this Agreement, whether contractual or non-contractual and including any dispute, claim or controversy regarding its negotiation, its existence, validity, interpretation, performance, enforceability, breach or termination or the consequences of its nullity, and cognate expressions shall be construed accordingly;

"**Effective Date**" has the meaning given to that term in clause 3 (*Term*);

"**Fee**" means, in respect of any Services or Deliverables, the fee for those Services or Deliverables set out in the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable), in each case as amended from time to time in accordance with this Agreement or otherwise by the agreement of the Parties;

"**Foreground IP**" means all IP which is created as a result of work or services undertaken under, or in connection with, this Agreement by the Supplier, its suppliers, subcontractors or agents;

"**Goods**"

(A) any physical part, product or good specified in, and to be delivered by the Supplier to INEOS in accordance with, the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable);
(B) any physical part, product or good specified as a 'Good' in accordance with this Agreement or otherwise by the agreement of the Parties, in each case from time to time;

"**INEOS**" has the meaning given to that term in clause 1.a;

"**Insolvency Event**" means, in respect of any entity, that:

(A) it is deemed to be unable to pay its debts pursuant to section 123 of the Insolvency Act 1986 (as if the words "proved to the satisfaction of the court" did not appear); and
(B) any corporate action, legal proceedings or other procedure or step has been taken (or any analogous procedure or step has been taken in any jurisdiction) in relation to;
    (i) its winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); or
    (ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of its assets,

and such action, legal proceedings or other procedures are not stayed or dismissed within twenty-one (21) days;

"**Intellectual Property**" or "**IP**" means patents, registered designs, trademarks, service marks (in each case, whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world;

"**Key Personnel**" means the persons nominated by the Supplier as key personnel in accordance with clause 13.b or any replacement thereof made in accordance with clause 13 (*Personnel*);

"**Necessary Consent**" means any accreditation, authorisation, certificate, clearance, consent, exemption, licence, notarisation, permit, permission, power, ruling or other approval required for, or in connection with, the performance by the Supplier of its obligations under this Agreement;

"**Negotiation Period**" means the period of time for the Parties to seek to resolve a Dispute in accordance with the Negotiation Process;

"**Negotiation Process**" means the period of time for the Parties to seek to resolve a Dispute in accordance with the Negotiation Process;

"**Non-conforming Good**" means any Good that does not conform with the terms of this Agreement (including the Specification) in any manner;

"**Order**" has the meaning given to that term in clause 1.a;

"**Parties**" shall mean the parties to this Agreement from time to time and "**Party**" shall mean either of them;

"**Payment Schedule**" means, in respect of any Services or Deliverables, the timetable for payment of the relevant Fees set out in the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable), in each case as amended from time to time in accordance with this Agreement or otherwise by the agreement of the Parties;

"**Project**" means INEOS' project to design, engineer and manufacture the Vehicle on a commercial scale;

"Project Manager" means the person nominated by the Supplier as project manager in accordance with clause 13.a or any replacement thereof made in accordance with clause 13 (*Personnel*);

"Services" means:

(A) any services specified in, and to be performed by the Supplier in accordance with, the Order, any relevant written scope of work agreed between the Parties and/or any relevant request for quotation (in written form) provided by INEOS to the Supplier (as applicable); and
(B) any services specified as 'Services' in accordance with this Agreement or otherwise by the agreement of the Parties, in each case from time to time;

"**Specification**" means, in respect of a Good:

(A) the design, specification, engineering level and/or drawings (including as demonstrated by samples or descriptions) for the relevant Good as provided by INEOS to the Supplier, or as otherwise expressly approved by INEOS, in each case from time to time; and
(B) all applicable quality and warranty requirements as detailed in this Agreement;

"**Supplier**" has the meaning given to that term in clause 1.a;

"**Supplier's Insurance**" has the meaning given to that term in clause 24.a;

"**Technical Information**" means, in respect of a Good, any technical information (including engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information, in each case relating to the relevant Good) required for the installation and use of the relevant Good (including the incorporation of the relevant Good into any INEOS product);

"**Term**" has the meaning, given to that term in clause 3 (*Term*);

"**Variation**" means a change to the Deliverables, Detailed Timing Plan, Fees, Payment Schedule, Services and/or Specification including, but not limited to, change to scope or specification, substitution, change to quantities or quality, reduction in work or additional work and/or change to timing or sequencing;

"**Vehicle**" means a 4x4 off-road vehicle (including derivatives and developments thereof); and

"**Working Hours**" means 9:00 a.m. to 5:00 p.m. (inclusive) on Business Days.

b. In construing this Agreement, unless otherwise specified:

i. headings and titles are for convenience only and shall not affect the validity, construction or interpretation of this Agreement;

ii. words defined in the singular shall include the plural and vice versa;

iii. references to any statute or statutory provision or regulation includes reference to any statute or statutory provision or regulation which amends, extends consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision;

iv. any obligation in this Agreement on a party not to do something includes an obligation not to agree or allow that thing to be done;

v. general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible, whether or not they are followed by the words "without limitation" or similar words;

vi. any reference to INEOS, the Supplier or any other person includes its successors in title, permitted assigns and permitted transferees;

vii. references to writing include any modes of reproducing words in a legible and non-transitory form;

viii. any reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;

ix. any references to "clauses" are, unless otherwise specified, references to clauses of these terms and conditions; and

x. a reference to a person includes an individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality).