

BENTHIC TERMS AND CONDITIONS OF PURCHASE ORDERS

1. Definitions and Interpretation

In these terms and conditions, unless the context otherwise requires:

- (a) **"Acteon"** is the indirect holding company of the Benthic entities described below;
- (b) **"Affiliates"** shall mean with respect to any party, any other person, partnership or body corporate that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such party. For the purposes of this definition "control" means direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interest having ordinary voting power or the ability to appoint a majority of the board of directors or otherwise exercise de facto control;
- (c) **"Benthic"** means the entity issuing the Purchase Order which, as the case may be is either, Benthic Geotech Pty Ltd (Australia), or Benthic Australasia Pty Ltd (Australia), or Benthic Singapore Pte Ltd (Singapore), or Benthic USA, LLC (USA), or Benthic Admin Services (Cayman Islands), or Benthic Limited (United Kingdom), or Benthic do Brasil (Brazil) or Benthic Geoscience International Limited (Republic of Ireland). The entity issuing this Purchase Order will be the only entity liable for payment of the Goods or Services;
- (d) **"Benthic Group"** means Benthic, its Affiliates, its subcontractors and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Supplier Group;
- (e) **"Close Family Member"** means without limiting the generality thereof, a person's spouse; a person's spouse's grandparents, parents, siblings, children and the spouses of any of aforementioned individuals; and any other individual who shares the same household with the person;
- (f) **"Conflict Minerals"** means gold, tin, tantalum, tungsten and their derivatives, as well as any other mineral or mineral derivative determined by the U.S. Secretary of State or the European Union to be involved in the financing of the conflict in the Democratic Republic of Congo (DRC) or an adjoining country;
- (g) **"Consequential Loss"** means loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the effective date of commencement of the Purchase Order. 'Delivery Date(s)' means, in the case of Goods, the date(s) for their delivery and, in the case of Services, the date(s) for their performance, as specified in the Purchase Order;
- (h) **"Delivery Date(s)"** means, in the case of Goods, the date(s) for their delivery and, in the case of Services, the date(s) for their performance, as specified in the Purchase Order;
- (i) **"Goods"** means the goods or final product (if any) described in the Purchase Order;
- (j) **"Government Official(s)"** means: **(1)** employees or members of the executive, legislative and judicial branches of supranational, national, regional or local governments; **(2)** military personnel; **(3)** officers, directors, employees and representatives of (i) commercial enterprises that are government owned or controlled (including national oil companies), (ii) schools, hospitals, medical laboratories and other civic facilities that are government-owned or

controlled, or (iii) public international organizations (e.g., Red Cross); **(4)** members of a royal family; **(5)** officials of a political party; **(6)** candidates for political office; and **(7)** private consultants who also hold a position with, or acts on behalf of, a government, a public international organization or a government-owned or controlled enterprise;

- (k) **"Purchase Order"** means the document headed Purchase Order prepared by Benthic, describing the Goods and/or Services to be supplied by the Supplier and appended by these terms and conditions (which may be amended by Benthic from time to time);
- (l) **"Services"** means the services (if any) described in the Purchase Order together with any specifications, drawings or other documents or materials attached to, accompanying, or referred to, whether in hard copy or electronic form;
- (m) **"Supplier"** means the person or entity described as the addressee in the Purchase Order from where the Goods or Services are ordered;
- (n) **"Supplier Group"** means Supplier, its Affiliates, its subcontractors and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Benthic Group;
- (o) **"Warranty Period"** means the greater of one (1) year or the period specified in the Purchase Order commencing, in the case of Goods, on the date of their delivery to Benthic and, in the case of Services, on the date of completion of their performance by the Supplier;
- (p) a word, phrase or expression has the meaning given to it in the edition of 'INCOTERMS' current at the Purchase Order date.

2. General Matters

- 2.1. By accepting the Purchase Order and/or supplying the Goods and/or Services, the Supplier acknowledges and agrees that:
 - (a) the Goods and/or Services will be, or have been, supplied on and subject to these terms and conditions; and
 - (b) no terms and conditions contained in or deemed to be incorporated by any document of, or any form of written, electronic or oral communication from, the Supplier ('Materials'), will apply to, override or amend in any way these terms and conditions, regardless of whether the Materials were in existence, or were provided to Benthic, before, on or after, the date of the Purchase Order.
- 2.2. The Supplier acknowledges and agrees that it has carefully examined all specifications, drawings and other documents or materials that form part of the Purchase Order, and has fully satisfied it regarding all conditions, risks, contingencies and other circumstances that might affect in any way the supply of the Goods and/or Services. If the Supplier discovers any ambiguity in the Purchase Order, it will immediately notify Benthic. Benthic will then determine the correct interpretation of the Purchase Order.
- 2.3. All specifications, drawings and other documents, materials and information provided by Benthic to the Supplier in relation to the Purchase Order are confidential to, and remain the property of, Benthic or its customers (as the case may be). Such specifications, drawings and other documents, materials and information, and the prices, terms and conditions of the Purchase Order, must not be disclosed to any third party without Benthic's prior written consent and must be used by the Supplier

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solely for the performance of its obligations to Benthic. The Supplier's obligations under this clause 2.3 are continuing obligations and will survive completion or termination of the Purchase Order.

- 2.4. The Supplier must not subcontract or assign all or any part of its rights or obligations under the Purchase Order without Benthic's prior written consent. The giving of any such consent by Benthic will not relieve the Supplier from the performance of any of its obligations under the Purchase Order.
- 2.5. Any notice, consent or other communication in relation to the Purchase Order must be delivered in writing, and will take effect from the time it is delivered to the nominated address of the relevant party. Verbal communications must be confirmed in writing within a reasonable time.
- 2.6. Unless otherwise specified in the Purchase Order, the Purchase Order will be governed by and construed in accordance with the laws of the country of incorporation of the entity issuing the Purchase Order.
- 2.7. No failure or delay on Benthic's part in exercising any of its rights will constitute a waiver of any such rights.
- 2.8. Where a Supplier's invoice exceeds the value stated in a Purchase Order, Benthic reserves its right not to pay the Supplier for the amount so exceeded.

3. Insurance and Indemnification

- 3.1. The Supplier will effect and maintain the policies of insurance specified in the Purchase Order (if any) and/or, in any event, sufficient to cover its liabilities under the Purchase Order to the extent that the liabilities are insurable.
- 3.2. The Supplier shall be responsible for and shall save, indemnify, defend and hold harmless the Benthic Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - (a) loss of or damage to property of the Supplier Group whether owned, hired, leased or otherwise provided by the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Purchase Order; and
 - (b) personal injury including death or disease to any personnel of the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Purchase Order; and
 - (c) subject to any other express provisions of the Purchase Order, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group. For the purposes of this Clause 3.2 (c) "third party" means any party which is not a member of the Benthic Group or Supplier Group.
- 3.3. Benthic shall be responsible for and shall save, indemnify, defend and hold harmless the Supplier Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - (a) loss of or damage to property of the Benthic Group arising from, relating to or in connection with the performance or non-performance of the Purchase Order; and
 - (b) personal injury including death or disease to any personnel of the Benthic Group arising from, relating to or in connection with the performance or non-performance of the Purchase Order; and

(c) subject to any other express provisions of the Purchase Order, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Benthic Group. For the purposes of this Clause 3.3 (c) "third party" means any party which is not a member of the Supplier Group or the Benthic Group.

- 3.4. Except as provided by Clause 3.2 (a), Clause 3.2 (b) and Clause 3.5, Benthic shall save, indemnify, defend and hold harmless the Supplier Group from and against any claim of whatsoever nature arising from pollution emanating from Benthic Group's equipment arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 3.5. Except as provided by Clause 3.3 (a) and Clause 3.3 (b), the Supplier Group shall save, indemnify, defend and hold harmless the Benthic Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Supplier Group or originating from the property and equipment of the Supplier Group (including but not limited to marine vessels or wreck) arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 3.6. All exclusions and indemnities given under this Clause (save for those under Clauses 3.2 (c) and 3.3 (c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 3.7. Notwithstanding any provision to the contrary elsewhere in the Purchase Order and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the Purchase Order, Benthic shall save, indemnify, defend and hold harmless the Supplier Group from Benthic Group's own Consequential Loss and the Supplier shall save, indemnify, defend and hold harmless the Benthic Group from the Supplier Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Purchase Order.
- 3.8. In the event Benthic and Supplier execute an agreement for the supply of the Goods or Services provided under this Purchase Order, the terms of the agreement shall supersede any conflicting or contradictory term of the Purchase Order.

4. Supplier Warranties

- 4.1. The Supplier represents and warrants, and it is a condition of the Purchase Order that:
 - (a) all Goods and Services will be of merchantable quality, suitable for the purpose for which they are required by Benthic, free from any defects in design, materials and workmanship and will comply with their respective descriptions;
 - (b) it will use new and undamaged materials, unless otherwise specified in the Purchase Order;
 - (c) it will comply with the standards of quality and workmanship specified in the Purchase Order (provided that if no standards are specified then of the highest standards), and its obligations will be carried out in accordance with the Purchase Order, good engineering practice, and all

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- applicable local and international standards and codes;
- (d) it has the capability, skills, resources and expertise necessary to supply the Goods and/or Services in accordance with the Purchase Order;
 - (e) supply of the Goods and/or Services under the Purchase Order will not infringe any patent, trademark, service mark, copyright, registered design or other intellectual property right of any third party;
 - (f) the Goods will be free from any liens, charges, encumbrances, mortgages or other encumbrances of defects in title; and
 - (g) it will comply with all applicable laws and with the lawful requirements of all statutory authorities related to the supply of the Goods and/or Services under the Purchase Order, including any applicable statutory terms, conditions and warranties.
 - (h) Unless otherwise stated in the Purchase Order, the warranty period on Goods shall be one year from first use or two years from acceptance, whichever is earlier.
- 4.2. During the Warranty Period, Benthic may notify the Supplier of any failure or defect in the Goods or Services. The Supplier will, immediately and at no cost to Benthic, correct any such defect or failure which is a breach of clause 4.1, by way of repair, replacement, resupply or other means acceptable to Benthic. If the Supplier fails to correct any such defect or failure within the time specified in Benthic's notice (which will not be unreasonable), Benthic may rectify such defect or failure itself, or have the rectification undertaken by a third party, and all costs and expenses incurred by Benthic in so doing, will be a debt due and payable by the Supplier or deducted by Benthic from monies otherwise owing to the Supplier. Any Goods or Services repaired, replaced or resupplied under this clause 4.2 may be subject to a further full Warranty Period, if Benthic requires, commencing on the date of completion of any such repair, replacement or resupply.
- 5. Testing and Inspection**
- 5.1. Goods must be tested as required by, and to the level of satisfaction described in, the specifications (if any) forming part of the Purchase Order. Unless set out elsewhere in the Purchase Order, the Supplier is responsible for any tests and the costs of such tests. The Supplier will promptly notify Benthic of all test results.
 - 5.2. Benthic may inspect Goods at the Supplier's premises. Such inspection will not constitute acceptance of the Goods or their compliance with the Purchase Order or affect Benthic's rights to reject the Goods at any time for any non-compliance of the Goods with the Purchase Order.
 - 5.3. Goods will not be accepted until Benthic notifies its acceptance of them.
- 6. Delivery, Title and Risk**
- 6.1. Unless otherwise specified in the Purchase Order, Goods must be delivered unencumbered, adequately packaged and protected to ensure safe delivery, to Benthic's nominated delivery point, by the Delivery Date(s). Delivery of Goods will be evidenced by a signature on a delivery docket by a duly authorised representative of Benthic.
 - 6.2. Services must be performed by the Delivery Date(s). Performance of a Service will be evidenced by a signature on an acceptance form by a duly authorised representative of Benthic.
- 6.3. The Supplier must comply with any rules imposed by Benthic in respect of Benthic premises. Time is of the essence with regard to the delivery of Goods and the performance of Services. The Supplier must immediately notify Benthic if it believes that it is likely that delivery of Goods or performance of Services may not meet the Delivery Date(s). If the Supplier fails to deliver Goods or provide Services by the Delivery Date(s):
- (a) unless the right is waived formally in writing by authorised Benthic personnel to acknowledge late delivery by the Supplier, liquidated damages will be due to Benthic at the amount of 5% of the amount due to the Supplier, as indicated on the Order, for each week the Supplier fails to deliver Goods or provide Services by the Delivery Date(s), capped to 50% of the invoice value;
 - (b) Benthic may terminate the Purchase Order, either in whole or in part, in accordance with clause 7 and, in addition to any other rights and remedies it may have at law or otherwise as well as deduct from any monies due to the Supplier as specified in this clause as liquidated damages for each week delivery or performance exceeds the Delivery Date(s).
- The Supplier acknowledges that amounts to be deducted, as liquidated damages are a genuine pre-estimate of Benthic's losses for late delivery or performance.
- 6.4. Unless otherwise specified in the Purchase Order Goods become Benthic's property upon the earlier of acceptance by Benthic or their delivery to Benthic. Notwithstanding that Goods may have been accepted or that Benthic has taken delivery of Goods or paid for them, the Supplier will be liable for any loss or damage to Goods, which may have occurred before their delivery, and for any non-compliance of Goods with the Purchase Order.
- 6.5. Unless otherwise specified in the Purchase Order, Benthic retains title to all property, whether tangible or intangible, that it provides to the Supplier in relation to the Purchase Order, and all intellectual property rights arising in the course of supply vests in Benthic subject to any rights of any third party.
- 7. Variation, Suspension and Termination**
- 7.1. The Supplier will carry out such variations in relation to the Goods and/or Services to be supplied under the Purchase Order as Benthic may notify. The parties will attempt to agree the effect that such variations may have on the price payable by Benthic and the Delivery Date(s) before the Supplier carries out such variations. If agreement is not reached, there will be deemed to be a dispute subject to clause 9.
 - 7.2. The Supplier may not vary the Purchase Order without Benthic's prior written consent.
 - 7.3. If the Supplier commits a material breach of the Purchase Order and fails to rectify such breach, or satisfy Benthic that it can complete the Purchase Order, within the time specified by Benthic in its notice to the Supplier advising of the breach, Benthic may terminate the Purchase Order in whole or in part.
 - 7.4. If, in Benthic's opinion, the Supplier is unable, or is unlikely to be able, effectively to perform its obligations under the Purchase Order due to actual or (in Benthic's reasonable opinion) potential insolvency, bankruptcy or related reasons, Benthic may terminate the Purchase Order.

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- 7.5. Notwithstanding any other provision of the Purchase Order, Benthic may terminate the Purchase Order by giving at least two (2) weeks prior notice to the Supplier. If the Purchase Order is so terminated and the Supplier is not in default at that time, Benthic will pay the Supplier's reasonable and documented costs of the work it has carried out prior to termination and all reasonable and documented costs and expenses incurred by the Supplier in having already placed orders before the date of termination with third parties for goods or services that were necessary for fulfilling the Purchase Order. In any event, Benthic will only be liable for such costs and expenses as the Supplier substantiates to Benthic's reasonable satisfaction.
 - 7.6. If the Purchase Order is terminated under clause 7.3 or clause 7.4, Benthic will not be obliged to make any further payment to the Supplier, and any additional costs and expenses incurred by Benthic in having the Purchase Order completed by a third party in excess of any amounts that Benthic would have paid to the Supplier under the Purchase Order, will be a debt due and payable by the Supplier to Benthic. Under no circumstances will Benthic be liable for any costs, losses (including consequential losses and loss of profits), damages or expenses arising from, or as a result of, termination or suspension of the Purchase Order otherwise than as set out in this clause 7.
 - 7.7. Where goods fail to be suitable for the purpose for which they are required by Benthic, as provided for in 4.1 of these Terms and Conditions, and are composed of material free issued by Benthic to the Supplier, then Benthic will recover from the supplier the cost of that material free issued, notwithstanding that liquidated damages may also be due in the case of late delivery.
- 8. Price and Payment**
- 8.1. The price(s) payable by Benthic for the Goods and/or Services will be as specified in, or as determined in accordance with, the Purchase Order. The price(s) will be fixed and firm and not subject to any increase without Benthic's prior written consent. However, any reduction in the Supplier's published prices for goods or services that are the same as the Goods or Services will be applied to the price(s) payable for the Goods or Services.
 - 8.2. Unless otherwise specified in the Purchase Order, invoices for payment will be submitted to Benthic following delivery of the Goods or performance of the Services and acceptance by Benthic of the Goods or Services. Benthic will make payment of the approved amount within sixty (60) days from receipt of the invoice. All invoices of the Supplier must be in the form of a valid tax invoice.
 - 8.3. The Supplier will be responsible for the payment of all taxes (including any goods and services, value added, consumption or similar taxes), duties and charges payable with respect to the Goods and Services imposed by any jurisdiction. Unless otherwise indicated in the Purchase Order, the price(s) will be deemed to include all such taxes, duties and charges.
 - 8.4. Where any supply (the consideration for which is specifically described in the Purchase Order as "GST (Goods and Services Tax) or VAT (Value Added Tax) or other similar indirect taxes exclusive") to be made by one party ('Party A') to the other party ('Party B') under or in connection with the Purchase Order is subject to GST or VAT or other similar indirect taxes, Party B must, at the same time and in the same manner as the GST or VAT or other similar indirect taxes exclusive consideration payable, or to be provided, for that supply, pay to Party A an amount equal to the GST or VAT or other similar indirect taxes payable by Party A in respect of that supply.
 - 8.5. If any payment to be made to a party under or in connection with the Purchase Order is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 8.4.
 - 8.6. Notwithstanding anything to the contrary in the Purchase Order, Party B need not make any payment for a taxable supply made under or in connection with the Purchase Order until Party A has given Party B a tax invoice in respect of that taxable supply.
 - 8.7. All invoices shall be submitted to Benthic for payment or reimbursement within a maximum of ninety (90) days from completion of the Services or supply of the Goods. No invoices shall be paid or reimbursed by Benthic after that period.
- 9. Compliance**
- 9.1. Legal and Ethical Standards
 - (a) The Supplier shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Goods and/or Services.
 - (b) The Supplier shall promptly advise Benthic of any changes or proposed changes to the applicable laws and regulations Supplier is aware of, which may affect the supply of Goods and/or Services. The Supplier shall comply with the laws and regulations applicable to it.
 - (c) The Supplier agrees to strictly comply at all times with Benthic's policies and procedures as they are communicated from time to time to Supplier, including, but not limited to Acteon Business Principles and Acteon Business Integrity Policy Guidelines. In supplying the Goods and/or Services pursuant to this Purchase Order, the Supplier will cause its directors, officers, employees, representatives, agents, and suppliers to comply, in all respects with Benthic's policies and procedures, including, but not limited to, the Acteon Business Principles and Acteon Business Integrity Policy Guidelines.
 - (d) The Supplier shall not act in any way that gives or may give rise to a liability under, violates or may violate any laws, regulations and/or other legally binding requirements or determinations in relation to bribery, corruption, fraud, money-laundering, terrorism, sanctions, collusion or anti-trust, human rights violations (including slavery, servitude, forced or compulsory labour and human trafficking), use of Conflict Minerals or similar activities which are applicable to either Party or to any jurisdiction in which any Goods and or Services are supplied under this Purchase Order and which shall include (without limitation): (i) the United Kingdom Bribery Act 2010, (ii) the United Kingdom Modern Slavery Act 2015, (iii) the United States Foreign Corrupt Practices Act 1977, (iv) any related enabling legislation pursuant to the OECD Convention on Combating Bribery of Foreign Public Officials in

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- International Business Transactions and (v) any United States, United Nations, Canadian, Australian or European Union sanctions.
- (e) The Supplier will not undertake any activity in relation to this Purchase Order that would be reasonably likely to result in Benthic, its Affiliates, or any of its or their respective officers, directors, or employees, being in violation of, or subject to penalty under, any of the acts or conventions identified above, and/or any law or regulation applicable to Benthic, its Affiliates, or any of its or their respective officers, directors, or employees.
- (f) Notwithstanding the foregoing, with respect to any transaction in which the Supplier is involved, directly or indirectly, on behalf or for the benefit of Benthic, the Supplier shall:
- not conduct any transaction involving Cuba, Iran, Sudan, North Korea, Crimea, Donetsk or Luhansk Regions of Ukraine, Syria, or any other country that Benthic may add to this list by notifying agent in writing;
 - not conduct any transaction involving Russia, Belarus, or the Palestinian Authority without first obtaining clearance from Benthic;
 - not conduct any transaction involving prohibited entities or persons (listed on various U.S. Government lists including but not limited to BIS' Entity List, BIS' Denied Persons List, OFAC's Specially Designated Nationals List)
 - not participate in, honour, or furnish information in furtherance of a boycott against a country, entity or person if such boycott is not condoned by the United States;
 - not engage in any activity, practice or conduct which would constitute a domestic or foreign tax evasion facilitation offense, and shall promptly report to Benthic any request or demand from a third party to facilitate the evasion of tax in connection with the performance of this Purchase Order;
 - comply with and require its suppliers and vendors to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the U.K. Modern Slavery Act 2015, take reasonable steps to ensure that there is no modern slavery or human trafficking in its or its subcontractors' supply chain or in any part of their business, and notify Benthic as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Purchase Order;
 - make its books and records related to transactions conducted on Benthic's behalf available to Benthic upon reasonable notice;
 - participate in all training offered to it by Benthic on laws applicable to this Clause 9;
 - provide all information, assistance, and cooperation as requested by Benthic in connection with the compliance efforts of Benthic, and/or with any governmental investigation of Benthic, with respect to applicable laws;
 - provide written notice immediately to Benthic in the event that, at any time during the course of this Purchase Order, Supplier has failed to comply with this obligation or has breached any of the obligations set forth in this Clause.
- For purposes of this Clause, "Supplier" includes Supplier's agents, attorneys, accountants, suppliers, employees, servants and representatives, and anyone else working on Supplier's behalf.
- 9.2. Anti-Bribery
- (a) Supplier represents and warrants that it has and will comply with the U.S. Foreign Corrupt Practices Act ("FCPA") the U.K. Bribery Act 2010 ("UKBA") and any other applicable anti-bribery and corruption laws (altogether "ABC Laws"), and that, in relation with the Purchase Order or any other business transaction on behalf of Benthic, it, its Affiliates or any individual or entity acting on its or its Affiliate's behalf, has not and will not give, pay, offer, promise, or authorize the payment or loan of money or anything of value (including but not limited to travel, meals, gifts or entertainment), directly or indirectly, to any (i) Government Official; (ii) political party or candidate for political office; (iii) employee of any private sector entity or organization or (iv) Close Family Member of the foregoing, in order to induce them to perform improperly a relevant function or activity or to reward them for doing so, to secure any undue or improper advantage or benefit for it or Benthic in connection with the Purchase Order.
- (b) The Supplier shall notify Benthic immediately in writing with full particulars if it, its Affiliates or any individual or entity acting on behalf of it or its Affiliates, receives a request from a Government Official or representative of a private sector entity requesting illicit payments.
- (c) The Supplier shall notify Benthic immediately in writing with full particulars if it, its Affiliates or any individual or entity acting on behalf of it or its Affiliates, is interviewed, deposed, subpoenaed, charged or found guilty in connection with any litigation or investigation involving an alleged breach of sanctions relevant to the parties, including but not limited to US, UK, EU and Australia sanctions; and anti-bribery and corruption legislation relevant to the parties, including but not limited to the export regulations, including but not limited to the UK Bribery Act 2010, US Foreign Corrupt Practices Act 1977, US Export Administration Regulations, US International Traffic in Arms Regulations, EU and EU Member State export control regulations, UK Export Control Joint Unit regulations and UK Export Control Order 2008.
- (a) Supplier warrants that none of the Supplier's owners, shareholders, officers, directors, or business partners is, or has any direct or indirect legal, financial, or other relationship with a Government Official or a Close Family Member, or anyone acting for or on their behalf.
- (b) Supplier will refrain from giving directly or indirectly to Benthic's employees any gifts, gratuities or anything above a nominal value in any form that would influence the objectivity of their business decisions.

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- (c) The breach by Supplier or any of its Affiliates of any of the above will allow Benthic to terminate the Purchase Order immediately for cause by written notice.
 - (d) Supplier shall, for the purpose of compliance with ABC Laws requirements, keep all records in accordance with commonly accepted accounting practices, and shall retain such records for a minimum period of five (5) years following supply of the Goods and/or completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the parties.
- 9.3. Anti-Slavery
- (a) In performing its obligations under the Purchase Order, the Supplier shall and shall ensure that each of its subcontractors shall:
 - comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the U.K. Modern Slavery Act 2015; and
 - take reasonable steps to ensure that there is no modern slavery or human trafficking in the Supplier's or its subcontractors supply chains or in any part of their business.
 - (b) The Supplier shall notify Benthic as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Purchase Order.

All representations and warranties made by the Supplier in this Clause 9 are complete and accurate as of the date of this Purchase Order and will remain true and correct throughout the term of this Purchase Order. If at any time during the term of this Purchase Order, any fact or circumstance occurs which makes any of the representations and warranties in this Clause 9 incomplete or inaccurate, the Supplier will immediately notify Benthic of such fact and immediately provide Benthic with complete, correct and accurate facts. The Supplier understands that Benthic will be entitled to take such actions in respect of the notification as solely it may deem appropriate under the circumstances, including termination of this Purchase Order.

10. Dispute Resolution

- 10.1. If a dispute arises in relation to the Purchase Order, neither party may commence any court or arbitration proceedings relating to the dispute unless the following process has first been complied with:
- (a) the party claiming that a dispute has arisen must notify the other party giving details of the dispute;
 - (b) within one (1) week of receipt of such notice, authorized representatives of the parties must meet and use their best endeavours to resolve the dispute by negotiation;
 - (c) if the dispute is not resolved within two (2) weeks of such meeting, then the dispute must be referred for mediation if the Purchase Order issuing entity is registered in Australia, to the Australian Commercial Disputes Centre; in Singapore, to the Singapore Mediation Centre; in the USA, to the American Arbitration Association; in the Cayman Islands, to the Cayman Islands Association of Mediators and Arbitrators; in the United Kingdom to the London Court of International Arbitration; and in Brazil to

the Brazil-Canada Chamber of Commerce in accordance with their respective Mediation Rules and Guidelines; and

- (d) the dispute is not resolved within six (6) weeks after the appointment of a mediator.

This clause 10.1 does not limit in any way a party's right to seek any form of equitable relief including injunctive relief.

- 10.2. Notwithstanding any dispute, the Supplier will supply the Goods and/or Services ordered under the Purchase Order and any variation of the Purchase Order, as Benthic notifies, without any effect on Delivery Date(s).
- 10.3. Nothing in Clause 4 or Clause 7 prejudices any other rights or remedies that Benthic may have at law or otherwise under the Purchase Order.