

INTELLIGENT ENERGY STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 Definitions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London and the Destination Site are open for business.

Buyer: the company or other entity that purchases the Products from the Seller as detailed in the Quotation and includes a legal entity the Buyer owns or is owned by, or is under common control with. "Control" or "Own" means owning an interest of 50% or more in an entity or having the power to direct the management of an entity.

Conditions: the terms and conditions set herein as amended from time to time in accordance with clause 16.4.

Confidential Information: all information in respect of the business of either Party disclosed or obtained in connection with this Contract and which is either marked as confidential or should reasonably be understood to be confidential including, without prejudice to the generality of the foregoing, any business methods; finance; technology; business, technological, financial or manpower plans; client or customer lists and details; and information concerning either Party's relationships with actual or potential clients or customers and specifically shall include the following information of the Seller: the Products and any documentation associated therewith and Test Information (as referred to in Clause 7.6).

Contract: the contract between the Seller and the Buyer for the sale and purchase of the Products in accordance with the Quotation and these Conditions.

Delivery: the mode of delivery of the Products to the Buyer by the Seller as set out in the Quotation.

Delivery Site: the site where the Products are to be delivered to the Buyer as specified in the Quotation.

Destination Site: the destination site or the Buyer's site referred to in the Quotation.

End-User Undertaking: the Buyer's undertaking to the Seller referred to in the Quotation.

Field of Use: the field of use in which the Products are intended to be used as set out in the Quotation.

Force Majeure Event: an act, event, omission, accident or circumstance beyond a Party's reasonable control, including but not limited to: (a) governmental delays or refusals to grant an applicable export license or the suspension or revocation thereof; (b) any other acts of any government that would limit the ability for contract performance; (c) fires, earthquakes, floods, severe weather conditions, or any other acts of God; (d) quarantines or regional medical crises; (e) labour strikes or lockouts; (f) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); (g) epidemics or pandemics; (h) shortages of or inability to obtain materials or components caused by the foregoing; or (i) any other events or circumstances beyond the reasonable control of the Parties.

Group Company: a legal entity that either Party owns, is owned by or under common control with. "Control" or "own" means owning an interest of 50% or more in an entity or having the power to direct the management of such Party.

Intellectual Property: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, Rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Intelligent Energy: Intelligent Energy Limited and/or its affiliated companies.

Order: the Buyer's order for the Products, as set out in the Quotation.

Party: the Buyer and the Seller as set out in the Quotation and **Parties** is both the Buyer and the Seller.

Products: the products (and services where relevant) (or any part of them) set out in the Quotation.

Quotation: the Quotation signed by the Parties to which these Terms and Conditions apply.

Restricted Person: any person employed or engaged by the Seller or any Group Company of the Seller during the term of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

Seller: the Intelligent Energy company whose details are set out in the Quotation.

Services: where relevant, those services provided by the Seller to the Buyer as set out in the Quotation.

Software: Any software belonging or licensed to the Seller which may be incorporated within the Products in respect of which the Buyer may need to pay a software licence fee as set out in the Quotation (where applicable).

Software Licence Fee: a fee for the Buyer's use of the Seller's Software as set out in the Quotation (where applicable).

Specification: any specification for the Products, including any related plans, drawings, operating manuals and instructions, which are supplied to the Buyer by the Seller in respect of the Products.

Total Price: as stated in the Quotation.

Training: training of the Buyer's employees with respect to installation and usage of the Products to be provided by the Seller, if any, as set out in the Quotation.

Warranty: as detailed in the Quotation.

WEEE: waste electrical and electronic equipment as defined in the Waste Electrical and Electronic Regulations 2013 ("WEEE Regulations").

2. BASIS OF CONTRACT

2.1 These Conditions together with the Quotation apply to this Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (including, without limitation, the Buyer's purchase orders or the Buyer's other terms and conditions). In the event of

conflict between these Conditions and terms contained in the Quotation, the Quotation terms shall take precedence.

2.2 The Quotation constitutes an offer by the Seller to sell the Products in accordance with these Conditions. Once the Quotation is signed by the Buyer and returned to the Seller, the Quotation shall become an Order by the Buyer and the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or manuals are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

3. SALE OF PRODUCTS & APPLICABLE RESTRICTIONS/UNDERTAKINGS

3.1 In consideration for the Total Price, the Seller agrees to sell the Products to the Buyer on the terms contained in this Contract subject to the following:

3.2 The Product shall be used solely in the Field of Use and in accordance with the Terms set out in the Quotation and these Conditions.

3.3 To the extent that the Buyer's use of the Products requires a licence to the Software, the Seller hereby grants to the Buyer grants a licence to use the Software in consideration for the Software Licence Fee.

4. PRODUCTS

4.1 The Products are as detailed in the Quotation and as may be further described in the Specification and any relevant user manual.

4.2 The Seller reserves the right to amend the Specification and/or user manual where such amendments are as a result of the evolution of and improvements to the Seller's technology and products, or if required by any applicable statutory or regulatory requirements.

5. DELIVERY

5.1 The Seller shall ensure that:

- (a) each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the Quotation number, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- (b) if the Seller requires the Buyer to return any packaging materials to the Seller, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Seller's expense.

5.2 The Buyer shall take delivery of the Products at the Delivery Site (if FCA Incoterms 2020) or the named Place of Delivery (if CIP Incoterms 2020) within seven Business Days of the Seller notifying the Buyer that the Products are ready for collection. Delivery is completed when the Seller loads the Products onto the Buyer's transportation truck at the Delivery Site or the Products arrive at the named Place of Delivery (as applicable). Any agent appointed by the Buyer to take delivery of the Products shall be a reputable company with adequate insurance provision.

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

5.4 If the Buyer fails to take delivery of the Products within seven Business Days of the Seller notifying the Buyer that the Products are ready for collection at the Delivery Site or notification of arrival at the named Place of Delivery, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract, the Seller shall store the Products until delivery takes place, and the Buyer shall pay to the Seller all related costs and expenses (including insurance).

5.5 If instalments are provided for in the Quotation, the Seller may deliver the Products by instalments, which shall be separately invoiced and paid for by the Buyer. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

6. QUALITY

6.1 The Seller warrants that on Delivery to the Buyer and during the Warranty Period set out in the Quotation, the Products shall conform with the Specification and be free from material defects in design, material and workmanship.

6.2 Subject to clause 6.3, if

- (a) the Buyer gives notice in writing to the Seller during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the Warranty set out in clause 6.1;
- (b) the Seller is given a reasonable opportunity of examining such Products; and
- (c) the Buyer (if asked to do so by the Seller) returns such Products to the Seller's place of business at the Buyer's cost,

then the Seller shall, at its option, repair or replace the defective Products.

6.3 The Seller's liability for failure to comply with the Warranty set out in clause 6.1 shall be limited as detailed in the Warranty.

6.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (or any jurisdictional equivalent provisions) are, to the fullest extent permitted by law, excluded from the Contract.

6.5 These Conditions shall apply to any repaired or replacement Products supplied by the Seller.

7. TITLE AND RISK

7.1 Risk in the Products shall pass to the Buyer when the Seller loads the Products onto the Buyer's transportation truck at the Seller's premises where delivery is FCA or when handed over to the courier for delivery to the named Place of Delivery where delivery is CIP (Incoterms 2020).

7.2 Title to the Products shall not pass to the Buyer until the Seller receives payment of the Total Price in full (in cleared funds) for the relevant instalments of the Products.

7.3 Until title to the Products has passed to the Buyer, the Buyer shall:

- (a) store the Products separately from all other Products held by the Buyer so that they remain readily identifiable as the Seller's property;

- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Seller immediately if it becomes subject to any of the events listed in clause 10.1 (c) to (e); and
 - (e) give the Seller such information relating to the Products as the Seller may require from time to time.
- 7.4 Subject to clause 7.7, the Buyer may use the Products in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Products.
- 7.5 The Buyer acknowledges that the Products are designed for use in the Field of Use in accordance with the Quotation and that any other use by the Buyers shall, be entirely at the Buyers own risk.
- 7.6 Test information obtained by the Parties in respect of the Products ("**Test Information**") will be shared between the Parties. The Parties shall treat the Test Information as Confidential Information. The Buyer grants the Seller a non-exclusive royalty free perpetual licence to copy or alter and adapt (with the right to sub licence) the Test Information for any purpose relating to the development, alteration or commercialisation of its proprietary technology and products including the Products.
- 7.7 If before title to the Products passes to the Buyer the Buyer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy the Seller may have, the Seller may at any time:
- (i) require the Buyer to deliver up all Products in its possession; and
 - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.
- 8. PRICE AND PAYMENT**
- 8.1 The Price of the Products shall be the price and in the currency set out in the Quotation, or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of delivery. The Total Price set out in the Quotation shall include the Software Licence Fee relating to the Software.
- 8.2 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- (a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Buyer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 8.3 The price of the Products:
- (a) excludes amounts in respect of value added tax (VAT) or equivalent jurisdictional sales tax, which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT or sales tax invoice; and

- (b) excludes the costs and charges of packaging, insurance and transportation of the Products, which shall be invoiced to the Buyer.
- 8.4 The Seller shall invoice the Buyer for the Products and delivery as stated in the Quotation.
- 8.5 The Buyer shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice unless stated otherwise in the Quotation. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.
- 8.6 If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 8.7 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.
- 8.8 Buyer shall pay all taxes duties and other government levies for the import of the Products into the country where the Buyer's Destination is located and any software licences granted by Seller under this Contract or which may be payable in the Buyer's Destination with respect to this Contract. Buyer shall pay any additional amounts which may be charged by Governmental Authorities in the country of the Buyer's Destination on payments to be made to Seller under this Contract.

9. INTELLECTUAL PROPERTY

- 9.1 The Seller owns all Intellectual Property Rights in and to the Products, the Software and its Confidential Information.
- 9.2 The Buyer shall not open, disassemble, reverse engineer or otherwise tamper with the Products, nor decompile, disassemble, reverse engineer, alter or amend any part of the Products in any way without the prior written consent of the Seller.
- 9.3 This Contract does not convey to the Buyer any right, title or interest in or to any of the Seller's Intellectual Property Rights by implication, estoppel or otherwise.
- 9.4 The Buyer shall procure that its customers abide by terms equivalent to the terms set out in this clause 9.

10. TERMINATION

- 10.1 Without limiting its other rights or remedies, the Seller may terminate This Contract with immediate effect by giving written notice to the Buyer if:
 - (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;
 - (b) the Buyer repeatedly breaches any terms of the Contract;
 - (c) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

- restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Products under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clauses 10.1(c) to 10.1(e), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under This Contract on the due date for payment.
- 10.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 10.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.
- 10.5 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 10.7 Clauses 8, 9, 11, 14, 15.2 shall survive termination of this Contract.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 11.2 Subject to clause 11.1:
- (a) the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products or Services in respect of which payment has been received, whichever is the lower.

12. FORCE MAJEURE

Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure

result from a Force Majeure Event. If the period of delay or non-performance continues for 12 weeks, then the Party not affected by the Force Majeure Event may terminate this Contract by giving 2 weeks written notice to the affected Party.

13. NON-SOLICITATION OF EMPLOYEES OR CONTRACTORS

13.1 In order to protect the legitimate business interests of the Seller, the Buyer agrees that it shall not (except with the prior written consent of the Seller): attempt to solicit or entice away; or solicit or entice away from the employment or service of the Seller the services of any Restricted Person other than by means of a national advertising campaign and not specifically targeted at such staff of the Seller or any subsidiary company of the Seller.

13.2 The Buyer shall be bound by the covenant set out above during the term of this agreement, and for a period of 6 months after termination or expiry of this agreement.

14. SERVICES

14.1 If the Buyer has opted to purchase the Services outlined in the Quotation, the Seller shall supply the Services to the Buyer in accordance therewith.

14.2 In supplying the Services, the Seller shall:

- (a) Perform the Services with reasonable care and skill; and
- (b) use its reasonable endeavours to perform the Services in accordance with the service description set out in the Quotation.
- (c) Where the Services are to be provided in person, observe all reasonable health and safety rules and regulations and security requirements that apply to any of the Buyer's premises that have been communicated to the Seller, provided that the Seller shall not be liable under the Contract as a result of such observation.

14.3 The Buyer shall ensure that it:

- (a) co-operates with the Seller in all matters relating to the Services;
- (b) provide, for the Seller, its agents, subcontractors, consultants and employees in a timely manner and at no charge, access to the Buyer's premises, data and other facilities as reasonably required by the Seller for the provision of the Services; and
- (c) provide in a timely manner, such information as the Seller may reasonably require in order to provide the Services and ensure that such information is accurate and complete in all material respects,

14.4 If the Seller's performance of its Service obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, sub-contractors, consultants or employees, the Seller shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Seller sustains or incurs that arise directly or indirectly from such prevention or delay.

15. WEEE COMPLIANCE

15.1 The Buyer shall be responsible for the arrangements and costs of treatment, recovery and environmentally sound disposal of all WEEE arising or deriving from the Products.

15.2 The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in clause 15.1.

16. GENERAL

16.1 Assignment and other dealings.

(a) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

16.2 Confidentiality.

(a) Each Party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, Buyers, clients or Sellers of the other Party or of any member of a Group Company to which the other Party belongs, except as permitted by clause 16.2(b).

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

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 16.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

(d) In certain circumstances and territories, the Seller may engage a representative who may have introduced the Buyer to the Seller as a result of which this Contract was concluded (the "**Representative**"). By entering into this agreement, the Buyer acknowledges that, in such circumstances, the Seller may be required to provide copies of invoices sent to the Buyer to such Representative and such disclosure shall not contravene the provisions of this clause 16.2 of the Contract.

16.3 **Entire agreement.** This Contract entered into between the Parties, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and duly signed by the Parties (or their authorised representatives).

- 16.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy nor prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16.7 **Notices.** Any notice, demand or communication in connection with this Contract must be in writing and must be delivered by hand, post or email addressed to the Business Contact set out in the Quotation (or such other address as a Party may have notified the other of in writing). The notice, demand or communication will be considered to have been served:
- (a) if delivered by hand, at the time of delivery;
 - (b) if delivered by post/courier, the third (3rd) working day following but excluding the day of posting or in the case of Airmail the seventh (7th) Business Day following but excluding the day of posting;
 - (c) in the case of email, the working day following the day on which the email is sent provided that no delivery failure message is received, and the notice is confirmed in writing by post within five (5) Business Days;
 - (d) any notice to the Seller must also be copied to the Seller's Legal Department at the Seller's registered address or by email to legal@intelligent-energy.com; and
 - (e) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.8 **Third party rights.** No one other than a Party to the Contract and its permitted assignees shall have any right to enforce any of its terms.
- 16.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England & Wales.
- 16.10 **Jurisdiction.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter, formation, validity or enforceability shall subject to (i) in the event that the Buyer is in the UK or Europe, the exclusive jurisdiction of the English Courts; (ii) in the event that the Buyer is situated in any other territory, arbitration in London in accordance with the Arbitration Rules of the London Court of International Arbitration ("**LCIA**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal in the case of arbitration shall consist of one arbitrator appointed by the LCIA. The language of arbitration shall be English. The Parties' submission to arbitration shall be without prejudice to the Seller's right to seek injunctive relief or equitable relief in any jurisdiction to restrain any breach or threatened breach of the Contract by any person or to require return of the

Products, any associated material or documents or any Confidential Information of the Seller.

16.11 This Contract is written in English and in the event that this Contract or any part of it is translated into any other language, the English language version shall prevail.

17. ANTI-BRIBERY AND CORRUPTION

17.1 Each Party shall co-operate in good faith to allow the other Party to comply with and verify its compliance with its obligations under the ABC Laws.

17.2 The Buyer warrants, represents and undertakes as at the date of this Contract and on an on-going basis that:

- (a) it is aware of and understand the ABC Laws and the acts that the ABC Laws prohibit;
- (b) it shall comply with the ABC Laws at all times;
- (c) it has in place a clear anti-bribery and corruption policy and that their personnel are required to comply with such policy and the ABC Laws.

17.3 The Buyer shall indemnify and hold harmless the Seller from any claims, losses, damages, expenses or proceedings to the extent caused by the Buyer's breach of this Clause 17 or the ABC Laws.

17.4 In this Clause 17, "**ABC Laws**" means anti-bribery and corruption laws applicable to a Party including without limitation: -

- (a) any applicable laws of the jurisdiction in which either Party operates or in which this Contract is performed;
- (b) the Foreign Corrupt Practices Act ("**FCPA**") of the United States of America; and
- (c) the Bribery Act 2010 of the United Kingdom.