

# Rio Tinto Global Purchase Order Conditions for Goods and Services

## 1 Definitions and interpretation

### 1.1 Definitions

In these Purchase Order Conditions and the Contract, the following terms have the meanings set out below:

**Accumulation Period** means the period commencing on the first day of a calendar month and ending on the last day of that calendar month.

**Affiliate** means any business entity or other form of enterprise, which controls, is controlled by, or is under common control with, a Party and for Rio Tinto includes a member of the Rio Tinto Group.

**Contract** is defined in clause 2.1.

**Contract IP** means all IPR developed in connection with the Supply or the Contract including in the Deliverables.

**Contract Price** means the aggregate amount payable by Rio Tinto to the Supplier for the Supply, inclusive of all Taxes (excluding Indirect Transaction Taxes) and all costs and expenses of any nature incurred by the Supplier in relation to the performance of the Supply unless agreed otherwise.

**Defects Liability Period** means the period of time which will run from:

- (a) in respect of Goods, the date on which the Goods are delivered to the Delivery Point; or
- (b) in respect of Services, the date on which provision of the Services is completed,

to the period identified as such in the Purchase Order or, where such period is not identified in the Purchase Order, a period of 1 year or the minimum period required by any applicable law, whichever is the latest.

**Defect Notice** means a notice given by Rio Tinto to the Supplier stating that any aspect of the Supply is defective.

**Deliverables** means anything the Supplier creates or develops for the purposes of the Supply, including data, datasets, technical materials, drawings, Specifications, documentation, reports, recommendations, information.

**Delivery Date** means the date by which any Supply must be delivered as stated in the Contract.

**Delivery Point** means the location identified in the Purchase Order for delivery of any Goods.

**Dispute** is defined in clause 22.1.

**Dispute Representative** is defined in clause 22.2.

**Equipment** means all tools, machinery, vehicles, materials, power, safety equipment, water and any other items required by the Supplier in order to perform the Supply.

**Force Majeure** means any unforeseeable event or occurrence which is beyond the reasonable control of a Party, including: (a) extreme weather events (including but not limited to cyclones, typhoons, hurricanes, storms, floods); (b) fires or explosions; (c) terrorism; (d) wars or hostilities; (e) strikes; (f) blockades; (g) cyber-attacks; (h) power blackouts; (i) imposition of Sanctions; or (j) earthquakes.

**Goods** mean the goods, materials, supplies, equipment, software or other items identified in the Purchase Order (whether tangible or intangible).

**HSE** means health, safety and environment.

**Indirect Transaction Taxes** means any value added tax, goods and services tax or similar tax including, without limit, sales, use or consumption taxes, imposed, claimed, levied or assessed by, or payable to, any government agency, but does not include any related penalty, fine or interest thereon.

**Information** means all information (including data, datasets) of any nature which a Party may have or acquire before or after the agreement date, however, conveyed (whether in writing, verbally, in a machine-readable format or by any other means and whether

directly or indirectly), which is designated as confidential information by the discloser, or which ought reasonably to be considered confidential. In the case of Rio Tinto, Information includes the Contract IP, Rio Tinto Data, and Rio Tinto IP. All Deliverables are Rio Tinto Information.

**Input Tax Credit** means any entitlement to a credit for, or offset against, reduction in or refund of, Indirect Transaction Taxes, in relation to any acquisition or the receipt of any Supply.

**IPR** means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, designs, drawings, specifications, studies, calculations, work product, technical documents, documentation, recommendations, reports, records, deliverables, sketches, shop drawing, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off.

**Joint Venture** means an unincorporated joint venture, if any, on behalf of which Rio Tinto is a Party to the Contract as agent.

**Joint Venturers** means, in respect of a Joint Venture, the participants in that Joint Venture.

**Liabilities** means damages, claims, Losses, liabilities, costs and expenses of any kind.

**Lien** means any lien, charge, security interest, attachment or encumbrance of whatever nature including material personnel, labourers, mechanics, sub-suppliers and vendors' liens.

**Loss** means any liability, loss, cost, expenses, penalty, harm, damage, expense, claim, penalty expenses or equivalent which is suffered.

**Manufacturer's Warranties** means any warranty provided by the manufacturer and/or the Supplier's suppliers of any Goods and/or any other item(s) comprising part of the Supply.

**Party** means a party to the Contract.

**Payment Date** means, unless otherwise specified in the Purchase Order or required in accordance with any applicable law, the fifteenth day of the second month following the end of the Accumulation Period in which the Tax Invoice was received by Rio Tinto.

**Personal Data** means any information relating to an identified or identifiable natural person.

**Personnel** means a Party's directors, officers, employees, servants, agents and subcontractors and their respective personnel.

**Process** means any operation or set of operations performed on Personal Data including collection, recording, use, disclosure, transfer, access, storage, hosting, alteration, erasure or destruction.

**Purchase Order** means an individual purchase order issued by Rio Tinto to the Supplier in respect of the issue of Goods or the performance of Services.

**Purchase Order Conditions** means these Rio Tinto Global Purchase Order Conditions for Goods and Services.

**Request to Negotiate** is defined in clause 22.1.

**Restricted Party** means (a) a government, person or vessel that is listed on, or owned or controlled by a person (including 50% or more in the aggregate by two or more Restricted Parties) listed on the U.S. Specially Designated Nationals List maintained by the U.S. Treasury Department's Office of Foreign Assets Control or any similar restricted party or Sanctions list maintained by the United States, the United Kingdom, the United Nations, the European Union, Australia, Canada or any other relevant government; (b) located or organised in any country or territory that is the target of country-wide sanctions (including Cuba, Iran, North Korea, South Sudan, Crimea and Syria); or (c) otherwise the target of Sanctions

**Rio Tinto** is the company noted in the Purchase Order.

**Rio Tinto Company** is a member(s) of the Rio Tinto Group where Rio Tinto enters into the Contract as agent for and on its behalf. If no member of the Rio Tinto Group is specified a Purchase Order, then a reference to the Rio Tinto Company shall include Rio Tinto.

**Rio Tinto Data** is all information (including data, datasets) provided to the Supplier by or on behalf of Rio Tinto or its Personnel under or in connection with this Contract.

**Rio Tinto Group** means the dual listed company structure incorporating Rio Tinto plc and Rio Tinto Limited and including:

- (a) any Affiliate of Rio Tinto plc or Rio Tinto Limited;
- (b) any unincorporated joint venture in which Rio Tinto plc or Rio Tinto Limited or any Affiliate of Rio Tinto plc or Rio Tinto Limited has a participating interest of not less than 50%;
- (c) any body corporate or unincorporated joint venture managed by Rio Tinto plc or Rio Tinto Limited or any Affiliate of Rio Tinto plc or Rio Tinto Limited; and
- (d) such other entities as Rio Tinto and the Supplier agree in writing.

**Rio Tinto IP** means IPR owned by Rio Tinto, a Rio Tinto Company, a Rio Tinto User and/or any member of the Rio Tinto Group which:  
(a) are in existence at or prior to the issue of a Purchase Order; or  
(b) come into existence after the issue of a Purchase Order otherwise than in connection with the Contract, including Rio Tinto Data.

**Rio Tinto Limited** means Rio Tinto Limited (ABN 96 004 458 404).

**Rio Tinto plc** means Rio Tinto plc (Company No. 719885) of 6 St James's Square, London, SW1Y 4AD, United Kingdom.

**Rio Tinto Freight Preparation Guideline** means the policy with such title which is available at the Policies and Standards page on the [www.riotinto.com](http://www.riotinto.com) website at <https://www.riotinto.com/sustainability/policies>, as amended from time to time.

**Rio Tinto Personal Data** means the Personal Data which: (a) any member of the Rio Tinto Group discloses to the Supplier; or (b) the Supplier collects: (i) on behalf of any member of the Rio Tinto Group; or (ii) in connection with the Contract.

**Rio Tinto Representative** means the person nominated to represent Rio Tinto, as may be advised by Rio Tinto to the Supplier in writing.

**Rio Tinto Supplier Code of Conduct** means the policy with such title which is available at the Policies and Standards page on the [www.riotinto.com](http://www.riotinto.com) website at <https://www.riotinto.com/sustainability/policies>, as amended from time to time.

**Rio Tinto Supplier Privacy Statement** means the policy with such title which is available at the Policies and Standards page on the [www.riotinto.com](http://www.riotinto.com) website at <https://www.riotinto.com/sustainability/policies>, as amended from time to time.

**Rio Tinto User** means a member(s) of the Rio Tinto Group identified in the Contract, who receives goods and/or services from Rio Tinto or the Rio Tinto Group, comprising or derived from, in whole or in part, the Supply.

**Sanctions** means the economic sanctions/export controls laws, regulations or restrictive measures administered or enforced by the United States, United Kingdom, United Nations Security Council, European Union members, Australia, Canada or any other relevant government.

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

**Site** means Rio Tinto's premises as identified in the Purchase Order.

**Specifications** mean the specifications for the Supply (as may be set out in the Purchase Order or attached to the Purchase Order) and any variation of those specifications made in accordance with the Contract.

**Supplier** means the Party (as identified in the Purchase Order) responsible for providing the Goods or performing the Services.

**Supply** means the supply of Goods and/or Services under a Purchase Order.

**Supplier IP** means IPR owned by the Supplier which: (a) are in existence at or prior to the issue of a Purchase Order; or (b) come into existence after the issue of a Purchase Order otherwise than in connection with the Contract.

**Taxes** means any and all taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever (other than taxes on Rio Tinto's net income) including, without limitation, Indirect Transaction Taxes, excise, stamp, documentary, customs, import/export, payroll, personal, property, real property, interest equalisation, business, occupation, turnover, income, corporation, capital, profits, gains, gross receipts, together with any penalties, fines or interest thereon or similar additions thereto, imposed, claimed, levied or assessed by any applicable body or otherwise payable, on or in respect of the Supply.

**Tax Invoice** means an invoice in a form that is valid under any applicable law of the jurisdiction in which a liability to pay Indirect Transaction Taxes is imposed, claimed, levied or assessed, which must be held by a person for that person to be able to claim Input Tax Credits.

**Working Day** means a day other than a weekend, official public holiday or a day upon which banks are otherwise generally closed for business in the place where the relevant obligation under the Contract is to be performed.

## 2 Contract

2.1 The Contract consists of the following documents:

- (a) the Purchase Order; and
- (b) these Purchase Order Conditions.

2.2 Rio Tinto may enter into the Contract as principal and/or agent for any member of the Rio Tinto Group.

2.3 Rio Tinto may purchase the Supply for use by a Rio Tinto User.

2.4 The Supplier's printed terms and conditions, or any other terms and conditions provided by the Supplier (including as part of the Specifications) on any documentation or instrument will be of no force and effect.

2.5 The Contract can only be amended by agreement in writing signed by the Parties.

2.6 The Contract does not create any exclusive supply relationship between the Supplier and any member of the Rio Tinto Group. Rio Tinto is not obliged to procure any minimum level of Supply from the Supplier.

## 3 Supply

3.1 The Supplier must perform the Supply according to these Purchase Order Conditions and on acceptance of a Purchase Order. The Supplier accepts a Purchase Order on the earlier of:

- (a) confirming its acceptance of the Purchase Order in writing;
- (b) commencing performance of the Supply; or
- (c) 10 days from the Supplier's receipt of the Purchase Order, unless it notifies Rio Tinto in writing prior to that time that it rejects the Purchase Order.

3.2 The Supplier must, at its own cost and risk, provide all Personnel and Equipment necessary to perform the Supply.

3.3 The Supplier must, at its own cost and risk, provide all Deliverables to Rio Tinto, in any format reasonably requested by Rio Tinto. The Deliverables are owned by Rio Tinto and the Supplier assigns any IPR in the Deliverables to Rio Tinto.

### Services - Supplier's Key Responsibilities

#### Clauses 3.4 to 3.9 (inclusive) only apply to Services

3.4 The Supplier must:

- (a) perform the Services in accordance with the Contract;

- (b) ascertain Rio Tinto's requirements for the Services and, for that purpose, regularly consult with the Rio Tinto Representative;
  - (c) if requested by Rio Tinto in writing, consult with Rio Tinto's other consultants or contractors where this is necessary or desirable for the proper performance of the Services;
  - (d) comply with all and any reasonable directions of Rio Tinto concerning the performance of the Services;
  - (e) attend all meetings as may be necessary or reasonably required by Rio Tinto for the performance of the Services;
  - (f) ensure the performance of the Services complies with the Specifications and will be fit for purpose; and
  - (g) proceed diligently and according to any time limit prescribed under this Contract or, where no time is prescribed, within a reasonable time.
- 3.5 The Supplier must perform the Services with all professional skill, care and diligence that would be expected of a professional supplier experienced in providing services similar to the Services.
- 3.6 The Supplier must provide all written reports as detailed in the Specifications promptly and provide any further information or documents, as reasonably requested by Rio Tinto.
- 3.7 The Supplier must provide the Key Personnel for the performance of the Services during the term of the Contract as detailed in the Specifications (**Key Personnel**).
- 3.8 Subject to clause 8.3, the Supplier must not remove or replace the Key Personnel from their positions without Rio Tinto's prior written consent.
- 3.9 If it is necessary to replace any of the Key Personnel, the Supplier must arrange for a replacement, such replacement to be approved by Rio Tinto.

#### **4 Contract Price and Payment**

- 4.1 The Supplier will provide the Supply for the Contract Price.
- 4.2 All payments under the Contract will be made in the currency stated in the Contract by telegraphic transfer to the payee's nominated bank account.
- 4.3 The Supplier will submit a Tax Invoice to Rio Tinto for each month during which the Supply has been performed within 30 calendar days after the last day of that month.
- 4.4 All Tax Invoices must contain the following information:
- (a) the Purchase Order reference number(s) to which the Tax Invoice relates;
  - (b) the complete names and addresses of the Parties;
  - (c) the tax identification number of the Supplier (if applicable);
  - (d) the date of issuance and period covered by the Tax Invoice;
  - (e) a description of the Goods sold or Services rendered;
  - (f) if required by Rio Tinto, timesheets, vouchers and any other evidence of the payments claimed;
  - (g) any Indirect Transaction Taxes applicable rate and amount; and
  - (h) any other information required by any applicable law or by Rio Tinto.
- 4.5 Rio Tinto may deduct or set-off against Tax Invoices any sums required by law to be deducted or which are owed by the Supplier to a member of the Rio Tinto Group.
- 4.6 Without prejudice to Rio Tinto's termination rights, if the Supplier fails to perform any of its obligations under the Contract, Rio Tinto may withhold payment of any part of the Contract Price which is attributable to the obligations that the Supplier has failed to perform.
- 4.7 Rio Tinto will pay the Tax Invoice by the Payment Date, subject to the Contract.

#### **5 Taxes**

- 5.1 If the Supplier is liable to pay, collect or remit any Indirect Transaction Taxes on the Supply, Rio Tinto will pay to the Supplier such additional amount on submission of a Tax Invoice.

- 5.2 Any reference in the Contract to:

- (a) a cost, expense or other pecuniary liability incurred by a Party; or
- (b) the calculation of consideration or of any indemnity or reimbursement obligation to a cost,

must exclude the amount of any Input Tax Credit entitlement of that Party in relation to that cost.

- 5.3 The Supplier must do everything necessary to ensure that both it and Rio Tinto are eligible for any exemptions, credits, set-offs or deductions in respect of Indirect Transaction Taxes in connection with the Supplies.
- 5.4 If a Party is lawfully compelled to make a deduction or withholding from a payment to the other Party for or on account of any Taxes, the paying Party may make that deduction or withholding.
- 5.5 The paying Party will not be liable to pay to the other Party any amount deducted or withheld in accordance with clause 5.4.
- 5.6 Where a payment is made without a deduction or withholding for or on account of Taxes and such a deduction or withholding was required by any applicable law then:
- (a) the payee must reimburse the paying Party for the amount that should have been withheld or deducted; and
  - (b) reimbursement must be within 14 calendar days of receiving an official receipt (or a certified copy of the receipt) evidencing the amount that was required to have been withheld or deducted.
- 5.7 The Supplier will pay any stamp duty payable in connection with the Contract.

#### **6 Goods**

##### **This clause only applies to Goods**

- 6.1 The Supplier must deliver the Goods at the Delivery Point by the Delivery Date.
- 6.2 The Supplier will be responsible for packing, protecting and transporting the Goods to the Delivery Point in accordance with applicable laws and the Rio Tinto Freight Preparation Guideline.
- 6.3 The Supplier will be liable for all costs up to:
- (a) where acceptance testing is in scope and there is a set timeframe for the performance of that testing by Rio Tinto, the Goods' acceptance by Rio Tinto;
  - (b) where acceptance testing is in scope and there is no set timeframe for the performance of that testing by Rio Tinto, within a reasonable timeframe after the Supplier's delivery of the Goods to the Delivery Point (which is no less than 10 days after delivery); and
  - (c) otherwise, the Supplier's delivery of the Goods to the Delivery Point.
- 6.4 The Supplier must provide Rio Tinto with all necessary documentation evidencing compliance with export and import formalities, including evidence of all Taxes paid.
- 6.5 Rio Tinto may inspect and test the Goods upon arrival at the Delivery Point.
- 6.6 Where any Goods do not meet the requirements of the Contract, Rio Tinto may, in its sole discretion, at the Supplier's cost and risk:
- (a) reject the Goods and require the Supplier to promptly resupply the Goods; or
  - (b) require the Supplier to modify the Goods to remedy the non-compliance.
- 6.7 Rio Tinto's acceptance of Goods is without prejudice to any of its rights under the Contract.
- 6.8 Full unencumbered title to the Goods will pass to Rio Tinto on the earlier of when the Goods are paid for or at the time specified in clause 6.3.
- 6.9 Risk in the Goods will pass to Rio Tinto upon completion of testing, inspection and acceptance.

6.10 To the extent the Goods consist of software which is Supplier IP:

- (a) the software may be delivered by making it available electronically;
- (b) clause 6.8 will not apply to the software;
- (c) on the earlier of when the Goods are paid for or upon completion of testing, inspection and acceptance of the Goods by Rio Tinto, the Rio Tinto Group:
  - (i) is granted a non-exclusive, transferable, royalty-free, irrevocable and perpetual licence to use and reproduce the software for its business purposes;
  - (ii) may make the software available for use by third parties that are engaged to perform any services for, or supply any goods to, Rio Tinto in connection with the provision of those services or goods.

## **7 Hire of items**

### **This clause only applies to hire of items**

- 7.1 The Supplier will lease the items identified in the Contract.
- 7.2 The Supplier must perform all maintenance of the items at its own cost and risk to ensure that the items are in good operating condition at all times.
- 7.3 The Supplier must hold and maintain the necessary rights in the items to lease them to Rio Tinto.
- 7.4 Any Personnel provided by the Supplier to operate any hired items will be suitably qualified and trained.
- 7.5 Rio Tinto will bear the risk in the items from commissioning (or, where commissioning is performed by Rio Tinto, then from their delivery at the Site) until the item is returned to the Supplier.
- 7.6 Unless Rio Tinto directs otherwise, the Supplier must conduct any commissioning of the items at the Supplier's own cost and risk to Rio Tinto's satisfaction (acting reasonably). Rio Tinto's acceptance of a commissioning result in respect of the items shall be without prejudice to its rights under the Contract. If directed to do so by Rio Tinto, the Supplier will supervise Rio Tinto's performance of commissioning.

## **8 Supply of Personnel**

### **This clause only applies to the Supply of Personnel**

- 8.1 If requested by Rio Tinto, the Supplier must provide Rio Tinto with the supply of Personnel.
- 8.2 Nothing in the Contract shall be construed as conferring an employment relationship between the requested Personnel and Rio Tinto.
- 8.3 If Rio Tinto considers that any Personnel lacks the appropriate skills or qualifications, has engaged in misconduct, has a conflict of interest, is incompetent or negligent or is otherwise interfering with the orderly progress of the Supply, Rio Tinto may require the removal of that Personnel from the Supply at any time, and/or require that the Personnel vacate the Site. If Rio Tinto exercises its rights under this clause, Rio Tinto shall only pay for the portion of the Supply that has been completed until the required Personnel have been removed or vacated.

## **9 Correction of Defects**

- 9.1 Rio Tinto may give the Supplier a Defect Notice until the end of the Defects Liability Period requiring the Supplier to rectify any defects in the Supply identified in the Defect Notice, within the reasonable timeframe specified in the Defect Notice, or if no timeframe is specified, within a reasonable time following Supplier's receipt of the Defect Notice.
- 9.2 The Supplier must rectify the identified defect such that the Supply complies with the requirements of the Contract, at the Supplier's own cost and risk on receipt of and in accordance with the timeframes specified in the Defect Notice.
- 9.3 If the Supplier fails to comply with clause 9.2, Rio Tinto may rectify the defect itself or by a third party, or reject the Supply and require re-performance, in either case at the Supplier's risk and with the Supplier indemnifying Rio Tinto's costs. Where practicable (considering, for example, the urgency of any action Rio Tinto is

required to take), Rio Tinto will mitigate any costs it claims under this indemnity.

- 9.4 The indemnity in clause 9.3 will survive termination or expiry of the Contract.
- 9.5 If Rio Tinto submits a Defect Notice, the Defects Liability Period for the relevant Good or Service will recommence on the date on which the defect is corrected.

## **10 Site Access**

- 10.1 Rio Tinto will grant the Supplier reasonable access to the Site for the purpose of the Supplier performing the Contract.
- 10.2 Rio Tinto may restrict or deny the Supplier or its Personnel access to the Site in its sole discretion.
- 10.3 If Rio Tinto considers any Equipment defective or not in safe working condition, Rio Tinto may require the Supplier immediately to suspend work and/or remove the Equipment from the Site at the Supplier's cost and risk.
- 10.4 If the Supplier does not remove Equipment by the date required by Rio Tinto, Rio Tinto may remove the Equipment at the Supplier's cost and risk.

## **11 HSE**

- 11.1 The Supplier must comply with:
  - (a) Rio Tinto's HSE policies and standards as may be communicated to the Supplier and amended from time to time by Rio Tinto; and
  - (b) all relevant HSE laws and guidelines.
- 11.2 Where the Supplier has accessed or will access the Site, Rio Tinto may at any time require the Supplier to supply and/or amend its HSE management plan to comply with its obligations in clause 11.1.
- 11.3 If the Supplier breaches any HSE-related obligations, Rio Tinto may, without prejudice to any of its other rights under the Contract, require the Supplier and/or its Personnel immediately to suspend performance of the Supply and/or leave the Site at the Supplier's risk and cost.

## **12 Records & Audits**

- 12.1 The Supplier must keep an accurate and complete record in reasonable detail of all documents relating to the Supply and retain copies of them for a period of 6 years, or any longer period as required by any applicable law, following expiry or termination of the Contract.
- 12.2 The Supplier must provide Rio Tinto with access to its records and accounts to confirm:
  - (a) the Contract Price;
  - (b) the applicability of any Indirect Transaction Taxes in connection with the Contract; and
  - (c) any other amounts payable to or by the Supplier under the Contract.
- 12.3 Rio Tinto may request an audit of the Supplier's compliance with the Contract for any reason. Rio Tinto will not request an audit more than once per year (unless Rio Tinto has reasonable grounds to suspect that the Supplier been negligent or has engaged in fraud or wilful misconduct). Rio Tinto will provide at least 5 Business Days' notice of any audit under this clause.
- 12.4 The Supplier must allow Rio Tinto access to its premises and Personnel to conduct any audit in connection with the Contract.

## **13 Assignment & Subcontracting**

- 13.1 The Supplier must not assign or subcontract all or any of its rights, benefits or obligations under the Contract without Rio Tinto's prior written consent, which will not be unreasonably withheld or delayed.
- 13.2 If the Supplier assigns or subcontracts any of its obligations under the Contract, it will remain liable in full for the performance thereof.
- 13.3 Rio Tinto must not assign all or any of its rights, benefits or obligations under the Contract without the Supplier's prior written

consent, (which will not be unreasonably withheld or delayed) unless:

- (a) the assignment is to a Rio Tinto Group member or in the course of a sale of all or part of Rio Tinto's business; and
- (b) Rio Tinto reasonably considers that the assignee is capable of performing Rio Tinto's obligations under this Contract.

#### **14 Confidentiality**

- 14.1 Each Party will keep confidential all Information given to it by the other Party in connection with the Contract unless the receiving Party has obtained the written consent of the disclosing Party to disclose any such Information (which consent may be withheld by the disclosing Party in its discretion) or such disclosure is allowed under clause 14.3.
- 14.2 A Party will not use Information of the other Party (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving such information), except to the extent necessary to comply with, or exercise its rights under, the Contract unless it has the prior written consent of the other Party.
- 14.3 A Party may only disclose Information of the other Party to its Personnel and professional advisors provided such persons are bound to the confidentiality obligations under this Contract. Each Party agrees to be responsible for the acts and omissions of its Personnel and professional advisors to whom it discloses the Information.
- 14.4 Rio Tinto may disclose the Information and the Contract to any Rio Tinto Group member or Rio Tinto User.
- 14.5 The obligations of confidence under this clause do not apply to Information which has become generally available to the public (other than arising from a breach of this clause 14), or disclosures required by law.
- 14.6 Each Party indemnifies the other and the other's Affiliates for any Losses that may be incurred as a result of the indemnifying Party's breach of this clause 14.
- 14.7 The Supplier will not make any public announcement about entering into the Contract or its contents without Rio Tinto's prior written approval of the announcement and its wording in its sole discretion.
- 14.8 Rio Tinto will not make any public announcement that contains the Supplier's commercially sensitive information or the Supplier's confidential intellectual property without the Supplier's prior written consent.

#### **15 Data Protection**

- 15.1 The Rio Tinto Personal Data to be Processed under this Contract and the nature and purpose of the Processing and its proposed duration is set out in the Contract.
- 15.2 Unless otherwise agreed, where an applicable law makes a distinction between a data controller and data processor, Rio Tinto is the data controller and the Supplier is the data processor.
- 15.3 In addition to its general obligations to comply with applicable laws under clause 15.8, the Supplier must:
  - (a) only Process Rio Tinto Personal Data for the purposes of providing the Supply under the Contract and as directed by Rio Tinto in writing. If the Supplier reasonably believes that by following such directions it would be in breach of applicable laws, the Supplier must inform Rio Tinto of its concerns before Processing the relevant data;
  - (b) not disclose Rio Tinto Personal Data without Rio Tinto's prior written consent, unless the disclosure is required by applicable law or otherwise complies with clause 15.3(c);
  - (c) not engage any subcontractor to Process Rio Tinto Personal Data without obtaining a specific or general written authorisation of Rio Tinto permitting it to subcontract;
  - (d) assist Rio Tinto, upon request, to respond to requests from data subjects to exercise their rights (including with respect to access to and correction of Personal Data);
  - (e) cooperate and provide information required by Rio Tinto so it can meet its obligations under applicable law;
  - (f) promptly notify Rio Tinto if it receives a complaint from any individual regarding the way his or her Rio Tinto Personal

Data has been Processed and advise Rio Tinto how it has addressed the complaint;

- (g) provide reasonable assistance to Rio Tinto to enable Rio Tinto or another party authorised by Rio Tinto to audit the Supplier's compliance with its obligations under this clause; and
  - (h) if requested, enter into a data transfer agreement with Rio Tinto:
    - (i) based on clauses approved by the European Commission as the standard contractual clauses for the transfer of personal data to processors in third countries (EU model clauses); or
    - (ii) as otherwise required to ensure any applicable restrictions on the cross-border transfer of Personal Data are complied with.
  - 15.4 The Supplier must put in place and maintain appropriate technical and organisational measures to secure Rio Tinto Personal Data.
  - 15.5 If there is any situation involving:
    - (a) accidental loss or destruction of, or unauthorised disclosure of or access to, Rio Tinto Personal Data; or
    - (b) a cyber security or data security breach on any system (including those of its subcontractor) used in connection with the Services which has or may impact Rio Tinto Personal Data, the Supplier must:
      - (i) report such incident to Rio Tinto without undue delay;
      - (ii) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to the Supplier or its subcontractors;
      - (iii) cooperate with Rio Tinto in providing any notices to individuals or regulators regarding the incident, as directed by Rio Tinto; and
      - (iv) cooperate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with Rio Tinto.
  - 15.6 If the Supplier provides Rio Tinto with Personal Data relating to its Personnel, Supplier agrees to make the Rio Tinto Supplier Privacy Statement available to those individuals. As explained in the Supplier Privacy Statement, Rio Tinto may share any Personal Data that the Supplier provides to it under the Contract with third parties contracted to provide services to Rio Tinto.
  - 15.7 At any time after expiry or termination of the Contract, the Supplier must return, destroy, store or dispose of the Rio Tinto Personal Data at its own cost as directed by Rio Tinto unless applicable law requires the Supplier to retain the Personal Data.
  - 15.8 Each Party warrants to the other that it will comply with its respective obligations under all applicable laws relating to the Processing of Personal Data collected by or disclosed to it pursuant to the Contract.
- #### **16 Representations and Warranties**
- 16.1 Rio Tinto may provide information to the Supplier for information only. However, Rio Tinto gives no representation or warranty as to the completeness or accuracy of any information provided to the Supplier in connection with the Contract or its performance. Rio Tinto relies on the Supplier's expertise in evaluating any information provided by Rio Tinto.
  - 16.2 The Supplier represents and warrants to Rio Tinto that:
    - (a) all information and communications, including the Deliverables, it provides in connection with performance of the Contract are complete and accurate;
    - (b) it will comply with all applicable laws and has (and will maintain) all permits and/or licences necessary to perform its obligations under the Contract;
    - (c) the Supply will be provided in an efficient manner, to meet or exceed industry standards for supplies similar to the Supply, and in accordance with the Specifications (as applicable);

- (d) all Goods and Services will comply with the Specifications (as applicable) and will be of satisfactory and merchantable quality, free of defects and fit for purpose;
- (e) it has the right to sell, and Rio Tinto will receive, the Goods free from any Liens;
- (f) where it has procured Goods from a third party, the Supplier will obtain all Manufacturer's Warranties for those Goods for the benefit of Rio Tinto and the Rio Tinto Users;
- (g) any Equipment used on Site by the Supplier will be in safe working condition;
- (h) its Personnel will be appropriately qualified, trained (including in HSE) and skilled to perform the Supply;
- (i) all items hired to Rio Tinto will be suitable for the purposes for which Rio Tinto needs them as communicated to the Supplier (or if no purpose is communicated, they will be suitable for the purposes for which those items are ordinarily acquired and used);
- (j) the Deliverables and Contract IP, or use of the Deliverables and/or Contract IP by Rio Tinto, will not infringe a third party's IPR; and
- (k) it will comply with all of Rio Tinto's policies, standards, guidelines and controls as notified to the Supplier from time to time.

16.3 Without limiting Rio Tinto's termination rights under clause 20.4, where the Supplier breaches clause 16.2(b), (g) or (h), or 16.2(k) where such policies, standards, guidelines or controls relate to safety, integrity and fraud, Rio Tinto may, in its sole discretion:

- (a) instruct the Supplier to suspend performance of the Supply or the Contract immediately;
- (b) instruct the Supplier to leave the Site immediately;
- (c) instruct the Supplier to remove any or all of its Equipment from the Site immediately; and/or
- (d) claim damages from the Supplier.

## 17 Indemnities

17.1 The Supplier indemnifies Rio Tinto, the Rio Tinto Group and each Rio Tinto User and their respective Personnel from all Loss of whatever nature suffered, sustained or incurred, arising out of or in connection with:

- (a) any breach of clause 15, 21 or 26 of this Contract;
- (b) any negligent act or omission or any act of wilful misconduct by the Supplier or its Personnel in connection with the Contract;
- (c) any claims brought by any third party as a result of clause 17.1(a) or 17.1(b);
- (d) any death, personal injury, physical loss or damage caused or sustained by the Supplier's Personnel; and
- (e) any claim brought by a third party:
  - (i) relating to a breach of that third party's IPR as a result of the Supplier's performance under or in connection with the Contract; or
  - (ii) that use of Goods or Deliverables breaches that third party's IPR.

The Supplier will not be liable under clause 17.1 to the extent that the Liability was caused, or contributed to, by (as the case requires) Rio Tinto or Rio Tinto User's breach of contract, breach of law, negligent acts or omissions or wilful misconduct. Where practicable (considering, for example, the urgency of any action Rio Tinto is required to take), Rio Tinto will mitigate any Loss it claims under an indemnity given by the Supplier.

## 18 Insurance

18.1 The Supplier must, at its sole expense, purchase and maintain the following insurance:

- (a) general liability insurance with coverage for an amount of not less than \$5,000,000 for each and every claim;

- (b) Worker's Compensation or Employer's Liability insurance in compliance with any applicable laws. If no statutory requirement, with coverage for an amount of not less than \$5,000,000 for each claim in the aggregate;
- (c) if the Contract requires the Supplier to use or provide for use of motor vehicles, motor vehicle insurance with coverage for an amount of not less than \$5,000,000 for each and every claim;
- (d) if the Contract requires the Supplier to provide professional advice or services, professional liability insurance with coverage for an amount of not less than \$5,000,000 for each claim and in the aggregate;
- (e) if the Contract requires the Supplier to use or provide any plant or equipment for use on Site (including the hire of items to Rio Tinto), insurance covering all loss and damage to such plant and/or equipment, with coverage for an amount not less than 100% of replacement value;
- (f) if the Contract requires the Supplier to perform any operations using hazardous substances, pollution liability insurance with coverage for an amount of not less than \$10,000,000 for each and every claim;
- (g) if the Contract requires the Supplier to be responsible for transport of property owned by the Rio Tinto Group, goods in transit (carrier) insurance covering all liabilities for loss or damage to such property for 100% of replacement value.

The amounts noted in the clause above are in the currency where the Supply will be performed, but can be in equivalent amounts of other currencies as agreed by Rio Tinto.

18.2 The Supplier must provide the following coverage endorsements for each category of insurance noted above except in the case of the insurance in clauses 18.1(b) and 18.1(d) to:

- (a) include the Rio Tinto Group and its Personnel as additional insureds;
- (b) include a cross liability clause, noting that no "insured-versus-insured" exclusion exists and each party comprising the insured will be considered a separate entity, the insurance applies as if a separate policy has been issued to each party,
- (c) waive all express or implied rights of subrogation against the Rio Tinto Group and its Personnel, unless prohibited by law; and
- (d) provide that a breach of a condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy.

18.3 Any worker's compensation insurance policy issued under Australian law, must, to the extent allowed at law, provide that Rio Tinto is recognised as principal and will include a principal's indemnity extension for statutory benefits and at common law in favour of Rio Tinto. Such extension must also provide a waiver of subrogation from the insurer to the Rio Tinto Group including statutory benefits and common law.

18.4 The Supplier will provide to Rio Tinto certificates of currency and endorsements upon request.

18.5 The Supplier must ensure that its subcontractors have the benefit of or maintain insurances similar to those set out in this clause.

## 19 Force Majeure

19.1 A Party will not be liable for any delay or failure to perform any of its obligations under the Contract (other than an obligation to pay money) if as soon as possible after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under the Contract, it gives a notice to the other Party that complies with clause 19.2.

19.2 A notice given under clause 19.1 must:

- (a) specify the obligations the Party cannot perform;
- (b) fully describe the Force Majeure;
- (c) estimate the time during which the Force Majeure will continue; and
- (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.



19.3 The Party that is prevented from carrying out its obligations under the Contract as a result of Force Majeure must:

- (a) remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible; and
- (b) take all action reasonably practicable to mitigate any Liabilities suffered by the other Party as a result of its failure to carry out its obligations under the Contract.

## 20 Term and Termination

20.1 The Contract will commence at the time specified in clause 3.1, and will remain in force, unless terminated earlier in accordance with the Contract, until the completion by the Supplier of all of its obligations under the Contract.

20.2 Rio Tinto may terminate the Contract or any part of it, by giving the Supplier written notice which provides for at least 30 calendar days' for the Supplier to cease the Supply.

20.3 On termination under clause 20.2, the Supplier is entitled to:

- (a) amounts due by Rio Tinto to the Supplier for the Supply actually provided prior to the date of the termination; and
- (b) actual costs the Supplier is not otherwise able to recover or mitigate, incurred by the Supplier solely as a result of the termination for:
  - (i) materials already purchased by the Supplier solely for the provision of Goods; and
  - (ii) removing the Supplier's Equipment (if any) from the Site, back to its place of origin.

20.4 Rio Tinto may terminate the Contract, or any part of it, without liability, by written notice to the Supplier if the Supplier:

- (a) materially breaches any of its obligations under the Contract and such breach is not capable of remedy;
- (b) materially breaches any of its obligations related to safety and integrity (including any breach of the Rio Tinto Supplier Code of Conduct);
- (c) materially breaches any of its obligations under the Contract and such breach is not remedied within a reasonable period notified by Rio Tinto (or if no timeframe is specified, 30 calendar days) after receipt of written notice of the breach; or
- (d) becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or files a petition or other proceeding in bankruptcy or for protection from its creditors, or if a receiver or trustee in bankruptcy is appointed over all or any of its assets or business, or any proceeding in bankruptcy, receivership or liquidation is initiated against the Supplier and is not dismissed within 30 calendar days. This termination right applies to the extent permitted by applicable law.

20.5 The Supplier may terminate the Contract without liability, by written notice to Rio Tinto if Rio Tinto:

- (a) not less than 30 days after the Payment Date:
  - (i) has failed to make payment of any amount due to the Supplier under the Contract in accordance with clause 4, where Rio Tinto is not entitled to exercise any of its rights under clauses 4.5, 4.6, 5.4, 5.6; and
  - (ii) does not remedy this failure within 30 days of written notice of this failure from the Supplier; or
- (b) materially breaches any of its obligations under the Contract and such breach is not capable of remedy;
- (c) materially breaches any of its obligations under the Contract (other than a failure to pay an amount due to the Supplier) and such breach is not remedied within 30 calendar days after receipt of written notice of the breach; or
- (d) if Rio Tinto becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or files a petition or other proceeding in bankruptcy or for protection from its creditors, or if a receiver or trustee in bankruptcy is appointed over all or any of its assets or business, or any proceeding in bankruptcy, receivership or liquidation is initiated against the Supplier and is not dismissed within 30 calendar days. This

termination right applies to the extent permitted by applicable law.

20.6 Clauses 6.10, 14, 17, 21 and 22 survive termination of the Contract.

## 21 Intellectual Property

21.1 The Supplier remains the owner of the Supplier IP.

21.2 The Supplier grants to the Rio Tinto Group a non-exclusive, transferable, royalty free, irrevocable, sub-licensable and perpetual licence to use (including reproduce, modify or adapt) all Supplier IP necessary to benefit from the Supply or use the Deliverables or Contract IP.

21.3 Rio Tinto remains the owner of the Rio Tinto IP.

21.4 Rio Tinto will grant (or procure the grant) to the Supplier, a non-exclusive, non-transferable, revocable (on termination or expiry of this Contract) licence to use the Rio Tinto IP and the Contract IP for the sole purpose of performing the Contract.

21.5 The Supplier must not reproduce, communicate or otherwise deal with the Rio Tinto IP and the Contract IP for any purpose other than to perform the Contract. The Supplier must not register or attempt to register any interest in or otherwise assert ownership of the Rio Tinto IP or the Contract IP.

21.6 The Supplier must disclose to Rio Tinto all Contract IP in a format acceptable to Rio Tinto promptly after it is created.

21.7 All Contract IP will be Rio Tinto property as and when created and the Supplier hereby assigns (and will procure the assignment of) all rights, title and interest in and to the Contract IP to Rio Tinto. In addition to any other obligations, the Supplier must, to the extent reasonably practicable, include in all Contract IP a statement to the effect that all rights, title and interest, including copyright, is owned by and assigned to Rio Tinto.

21.8 The Supplier represents and warrants to Rio Tinto that if any third party IPR or moral rights are used by:

- (a) Supplier in the performance of the Supply; or
- (b) Rio Tinto in the ordinary use and enjoyment of the Supply that it has obtained, or will obtain, including in the use and enjoyment of the Deliverables for their ordinary purposes;

the Supplier will obtain at no cost to Rio Tinto all necessary licences and consents to use (including reproduce, modify or adapt), or assignments of, such rights.

21.9 If Rio Tinto is prevented from operating or using any part of the Supply, including the Deliverables, as a result of any IPR claim, the Supplier must (at its cost) procure such rights as Rio Tinto needs for use under the Contract.

21.10 If the Supplier cannot promptly (and in not more than 60 calendar days) procure the rights referred to in clause 21.9, Rio Tinto may direct the Supplier to promptly and without any delay (at the Supplier's risk and cost):

- (a) alter the Supply to avoid infringement or violation of the IPR or any of them;
- (b) replace or re-perform the Supply as applicable with Supply which does not infringe the IPR; or
- (c) remove or discontinue the Supply as applicable and reimburse Rio Tinto for any sums already paid to the Supplier and any costs in connection with the removed or discontinued Supply.

## 22 Disputes

22.1 In the event of any dispute, question or difference of opinion between Rio Tinto and the Supplier arising out of or in connection with the Contract ("Dispute"), a Party may give to the other Party a notice ("Request to Negotiate") specifying the Dispute and requiring its resolution under this clause 22.

22.2 If the Dispute is not resolved within 7 Working Days after a Request to Negotiate is given to the other Party, each Party must nominate one representative from its senior management to resolve the Dispute (each, a "Dispute Representative").

22.3 If the Dispute is not resolved within 35 Working Days after a Request to Negotiate is given to the other Party, then either Party

- may commence legal proceedings in the forum determined by clause 23 to resolve the matter.
- 22.4 During the existence of any Dispute, the Parties must continue to perform all of their obligations under the Contract unless the Parties otherwise agree.
- 22.5 Nothing in this clause 22 prevents a Party from seeking any urgent interlocutory relief which may be required in relation to the Contract.
- 23 Governing Law and Forum**
- 23.1 The Contract is governed by the laws applicable at the registered address of Rio Tinto where that address is in Australia, Belgium, Canada, France, Germany, Iceland, Japan, Madagascar, New Zealand, Serbia, South Africa, South Korea, the United Kingdom or the United States of America and the Parties submit to the exclusive jurisdiction of the courts of that place and waive their right to trial by jury.
- 23.2 In every other case the Contract is governed by the laws of Singapore and in such case any Dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration will be Singapore. The arbitration will consist of one (1) arbitrator where the Dispute is for the equivalent of USD 5 million or less and three (3) arbitrators otherwise. The language of the arbitration shall be English.
- 24 Notice and Waiver**
- 24.1 Any notice or other communication given under the Contract must be in writing and may be by hard copy letter or email, but not other forms of electronic communication.
- 24.2 No failure or delay to exercise any right under the Contract shall operate as or be deemed a waiver of the right. No waiver shall be valid unless given in writing signed by the Party giving the waiver.
- 25 Capacity of Rio Tinto**
- 25.1 Where Rio Tinto enters into the Contract as agent for and on behalf of a Rio Tinto Company, the following paragraphs apply:
- (a) the Contract is entered into by the Supplier and by Rio Tinto on its own behalf and on behalf of the Rio Tinto Company as the agent of the Rio Tinto Company;
  - (b) Rio Tinto may exercise any rights provided in the Contract for and on behalf of the Rio Tinto Company and the Rio Tinto representative;
  - (c) Rio Tinto will have no obligation to perform on behalf of the Rio Tinto Company under the Contract (and vice versa);
  - (d) the obligations and Liabilities of Rio Tinto and each Rio Tinto Company will in each case be several but not joint; and
  - (e) a default or breach by a Rio Tinto Company is not a default or breach by Rio Tinto (and vice versa).
- 25.2 Where Rio Tinto enters into the Contract for and on behalf of Joint Venturers under a Joint Venture:
- (a) Rio Tinto is a Party to the Contract as agent severally for each of the Joint Venturers in their respective percentage interests in the Joint Venture;
  - (b) the obligations and liabilities of the Joint Venturers to the Supplier are several but not joint, in accordance with the Joint Venturer's respective percentage interest from time to time in the Joint Venture;
  - (c) the percentage interests, identity and number of the Joint Venturers may change from time to time;
  - (d) Rio Tinto may at any time without the Supplier's consent assign its rights and obligations under the Contract to an incoming agent or manager on behalf of the Joint Venturers;
  - (e) the rights and remedies in and under the Contract may be exercised by Rio Tinto for and on behalf of the Joint Venturers;
- (f) the benefit of the Supplier's obligations under the Contract enure to each of the Joint Venturers;
  - (g) Rio Tinto is authorised to enforce the Supplier's obligations on the Joint Venturers' behalf;
  - (h) Rio Tinto may send notices on behalf of any or all of the Joint Venturers;
  - (i) the Supplier must deal only with Rio Tinto for all purposes under the Contract even where the Supplier purports to deal with the Joint Venturers; and
  - (j) Rio Tinto will not be liable for any failure of the Joint Venturer(s) to perform its or their obligations under the Contract.
- 25.3 If a Rio Tinto User is specified in the Contract:
- (a) and that Rio Tinto User is a Joint Venture, then despite any other provision of the Contract, Rio Tinto will exercise the rights and remedies in and under the Contract for and on behalf of the Joint Venture, and the Supplier will only deal with Rio Tinto;
  - (b) any and all rights and remedies of Rio Tinto under the Contract extend to and protect the Rio Tinto User (and its Personnel) and, in addition to being held by Rio Tinto on its own account and as agent, will be held in trust by Rio Tinto as trustee for the benefit of the Rio Tinto User (and its Personnel);
  - (c) Rio Tinto may enforce such rights and remedies on behalf of the Rio Tinto User (and its Personnel), and it is intended that the Rio Tinto User obtain the benefit of the Contract;
  - (d) Rio Tinto is not responsible for the acts or omissions of the Rio Tinto User under the Contract, and any claims that the Supplier has against the Rio Tinto User must not be made against Rio Tinto; and
  - (e) despite the trust constituted by clause 25.3(b) above or any applicable law (except to the extent the application of that applicable law cannot be excluded) the Parties may, in such manner as they agree and see fit, vary the terms of the Contract (including by adding, deleting or changing the terms thereof) without the consent of the Rio Tinto User.
- 26 Rio Tinto Business Standards**
- 26.1 The Supplier must comply at all times with the Rio Tinto Supplier Code of Conduct which the Supplier warrants it has read and understood. The Supplier must comply with any Rio Tinto critical risk management systems and procedures advised to it, which will take priority over any other similar systems or procedures.
- 26.2 The Supplier represents and warrants that neither it nor any of its Personnel or Affiliates have taken nor will take any action in furtherance of a payment or the giving of anything of value to a government official or anyone else, directly or indirectly, to (i) influence an official action; (ii) induce or reward the improper exercise of any function; or (iii) where it is known or believed that the acceptance of such payment or thing of value would itself constitute the improper performance of a function or result in an improper advantage.
- 26.3 The Supplier represents and warrants that neither it nor any of its Personnel or Affiliates:
- (a) are or will become a Restricted Party;
  - (b) has sourced or will source Goods or Services, directly or indirectly, from a Restricted Party; or
  - (c) will violate any Sanctions.
- 26.4 If required by Rio Tinto, the Supplier will use the e-commerce platform(s) notified to the Supplier, to conduct business with Rio Tinto, including but not limited to:
- (a) providing an electronic catalogue of the Supply;
  - (b) receiving Purchase Orders and sending Tax Invoices electronically;
  - (c) site approval and on-boarding; and/or
  - (d) time and/or activity verification.



- 26.5 Any Rio Tinto terms of use governing an e-commerce platform form part of the Supplier's engagement by Rio Tinto. Terms of use can be found online at the Supplier page of the [www.riotinto.com](http://www.riotinto.com) website. The Supplier may be required to enter into an agreement with the e-commerce platform provider. Each Party will bear its own costs of using the platform(s).
- 26.6 The Supplier must ensure that it and its subcontractors (and to the extent practicable, its other suppliers and business partners) will comply with all applicable laws, statutes and regulations in force pertaining to modern slavery (which is deemed to include forced labour, human trafficking and child labour) and take appropriate steps to meet international standards around modern slavery where these set a higher standard than domestic law.
- 26.7 The Supplier must:
- (a) treat the Rio Tinto Data as confidential (in accordance with clause 14) including by maintaining appropriate measures against the destruction, loss, unauthorised access or alteration of Rio Tinto Data and must notify Rio Tinto without undue delay of a material breach or potential material breach of security relating to Rio Tinto Data, and at Supplier's costs, remedy such breach;
  - (b) ensure no Supplier Equipment shall include any default arrangement which allows connection to Rio Tinto's network without the prior approval of Rio Tinto; and
  - (c) comply with Rio Tinto Group's Cyber Security Requirements for Suppliers, which can be found on the Policies and Standards page of the Sustainability section of the [www.riotinto.com](http://www.riotinto.com) website, as updated from time to time.
- 26.8 Rio Tinto is entitled at any time to conduct an audit of the Supplier's business standards, policies and procedures in order to assess the Supplier's compliance with this clause 26. Rio Tinto will not request an audit more than once per year (unless Rio Tinto has reasonable concerns that the Supplier been negligent or has engaged in fraud or wilful misconduct). Rio Tinto will provide at least 5 Business Days' notice of any audit under this clause.
- 26.9 If the Supplier becomes aware of any potential or actual breach of this clause 26, it must promptly (and without any delay):
- (a) notify Rio Tinto, including through the Rio Tinto Group's confidential reporting program if the Supplier chooses; and
  - (b) provide Rio Tinto with all necessary assistance in investigating that breach.
- 26.10 The Supplier undertakes to identify and encourage opportunities which benefit indigenous people and local communities wherever possible.
- 26.11 The Supplier is an independent contractor of Rio Tinto and nothing in the Contract or its performance will establish the Supplier as an agent or employee. The Supplier's Personnel are not and will not be agents or employees of Rio Tinto and are entitled to no benefits in those capacities.
- 26.12 Rio Tinto shall notify the Supplier of any update to the Rio Tinto Supplier Code of Conduct, Rio Tinto Group's Cyber Security Requirements for Suppliers, Rio Tinto Freight Preparation Guideline, Rio Tinto Supplier Code of Conduct, the Rio Tinto Supplier Privacy Statement, Rio Tinto HSE policies and standards and Rio Tinto critical risk management systems and procedures during the term of this Contract, in which case the Supplier must comply with such updates and clause 26.13 applies.
- 26.13 If:
- (a) any Rio Tinto policies, standards, guidelines or controls to which the Supplier must comply are introduced or amended after the acceptance of a Purchase Order; and
  - (b) complying with that change will cause the Supplier to incur material additional cost in the performance of the Supply under the Purchase Order,
- then the Supplier must notify Rio Tinto promptly, and will be entitled to claim its direct, reasonable and necessarily incurred costs of complying with the change, provided:
- (c) the Supplier provides to Rio Tinto all relevant material to substantiate the claimed increase in costs, including any information requested by Rio Tinto;
  - (d) any costs claimed by the Supplier which do not reflect an arm's length basis are only claimable to the extent those amounts would have been incurred on an arm's length basis; and
  - (e) the Supplier takes all reasonable steps to minimise its additional costs.