

PURCHASE ORDER

TERMS AND CONDITIONS

1 DEFINITIONS

The following definitions will be used for the purpose of interpreting the PURCHASE ORDER:

"AFFILIATE" means, as applied to each of COMPANY, COMPANY HOLDCO, SHAREHOLDER, CONTRACTOR or SUBCONTRACTOR, a PERSON that:

- (a) directly or indirectly controls it;
- (b) is directly or indirectly controlled by it; or
- (c) is under common control with it.

"Control" means with respect to any PERSON, the right to exercise or cause the exercise of fifty per cent (50%) or more of such PERSON'S voting rights.

"COMPANY" or "EMPLOYER" means Mona Offshore Wind Limited and both terms may be used interchangeably throughout this document to refer to the same entity.

"COMPANY GROUP" means COMPANY, COMPANY HOLDCO and the SHAREHOLDERS, its and their respective AFFILIATES and its and their respective directors, officers, employees (including agency personnel) and agents, but will not include any member of CONTRACTOR GROUP.

"COMPANY HOLDCO" means Mona Offshore Wind Holdings Limited (Company No. 13497268), a company incorporated under the laws of England and Wales whose registered office is at Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP."

"CONSEQUENTIAL LOSS" means (a) any indirect or consequential loss or damage, and/or (b) loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit, whether direct or indirect, in either case connected with the performance of the WORK and whether or not foreseeable, and except to the extent such loss or damages are part of a third party claim.

"PURCHASE ORDER EFFECTIVE DATE" means the date on which CONTRACTOR accepts the PURCHASE ORDER unless an effective date is otherwise expressly specified in the PURCHASE ORDER.

"CONTRACTOR" means the entity described as such in the PO HEADER.

"CONTRACTOR GROUP" means CONTRACTOR, SUBCONTRACTORS, its and their respective AFFILIATES and its and their respective directors, officers, employees (including agency personnel) and agents.

"COMPLETION DATE" means the date specified in the PO HEADER for the delivery of GOODS or completion of SERVICES.

"GOODS" means the goods, equipment or materials to be supplied pursuant to the PURCHASE ORDER.

"INCOTERMS" means the international commercial terms published under the name "Incoterms" by the International Chamber of Commerce.

"INDEMNIFY" means release, protect, defend, indemnify and hold harmless.

"PERSON" means any natural person as well as any legal entity.

"PO HEADER" means the document setting out details of the parties to the PURCHASE ORDER, the scope of the WORK, the price payable by COMPANY to CONTRACTOR, and other details of the agreement between the parties in relation to the WORK to be carried out under the PURCHASE ORDER, and which references or attaches these terms and conditions.

"PURCHASE ORDER" means the individual instruction to perform WORK issued by COMPANY and consists of: (1) the PO HEADER; and (2) these terms and conditions.

"SALES TAX" means any transfer tax, gross receipts tax, compensating use tax, use tax, sales tax, value added tax, goods and services tax, business tax, consumption tax, or other transactional tax arising or payable as a result of the performance of the WORK.

"SERVICES" means the services to be provided pursuant to the PURCHASE ORDER.

"SHAREHOLDER" means a PERSON who is, or may be from time to time, a shareholder in COMPANY HOLDCO and the successors in interest or assignees of any such PERSON.

"SUBCONTRACTOR" means any party (other than CONTRACTOR) to a contract of any tier (other than CONTRACT) for the performance of any part of the WORK or supply of any item to be incorporated into the WORK.

"TAX" means, all existing or future taxes, corporate income tax or levies on gross revenue or taxable profits, personal income tax, employment taxes and social charges, national insurance, sales taxes, property taxes, import, duties, customs duties, levies, withholdings taxes and fees, stamp duties, charge and other assessments and any other impositions in the nature of taxes, including any fines, penalties or interest, assessed or levied by the appropriate authority.

"TRADE LAWS" means any applicable laws of the European Union, United Kingdom, United Nations, United States and other applicable jurisdictions regarding export controls and economic sanctions or restrictions including those that: prohibit or restrict the export or import of GOODS, SERVICES, software and technology to or from PERSONS and countries specified therein, including the provision of SERVICES by designated PERSONS; or would expose CONTRACTOR or COMPANY to punitive measures for violation.

"VARIATION" means any addition, deletion, substitution or any other alteration to the WORK and/or COMPLETION DATE.

"WARRANTY PERIOD" means eighteen (18) months from the date of delivery of the GOODS or six (6) months from the completion of the SERVICES.

"WORK" means all work, including the supply of GOODS and performance of SERVICES, that CONTRACTOR is required to provide in accordance with the PURCHASE ORDER.

2 THE PURCHASE ORDER

- 2.1 The PURCHASE ORDER will be read and construed as one document. In the event of ambiguity or contradiction between the PO HEADER and these terms and conditions, these terms and conditions shall take precedence, unless the PO HEADER expressly modifies a specific provision of these terms and conditions. No reference to INCOTERMS in the PURCHASE ORDER shall be deemed to modify these terms and conditions, and any INCOTERMS abbreviations used in the PURCHASE ORDER shall be deemed to be for the purpose of facilitating physical movement of materials only, and shall not have the effect of incorporating INCOTERMS rules by reference.
- 2.2 COMPANY has the right to enforce the PURCHASE ORDER on behalf of itself, COMPANY HOLDCO and the SHAREHOLDER(S).
- 2.3 In the event that a Master Agreement (or other set of contractual terms and conditions) are referenced in the PO HEADER as the basis for the WORK, these terms and conditions will have no effect and the PURCHASE ORDER will instead comprise the PO HEADER and the Master Agreement (or other contractual terms and conditions) that are referenced in the PO HEADER.

3 PERFORMANCE OF THE WORK

- 3.1 GOODS will be new, of good quality material and good workmanship and WORK will be fit for any purpose set out in the PURCHASE ORDER, or if no purpose is specified, for its ordinary purpose. The WORK will be free from defects and conform in all respects with the PURCHASE ORDER.
- 3.2 CONTRACTOR shall perform WORK with the degree of reasonable care, skill and diligence expected from a skilled and experienced PERSON.

- 3.3 If during the WARRANTY PERIOD, COMPANY gives notice in writing to CONTRACTOR that the WORK, or any part thereof, has not been performed in accordance with the PURCHASE ORDER, CONTRACTOR shall, at its own cost, reperform the WORK and/or at COMPANY'S option, repair or replace the non-conforming GOODS.
- 3.4 CONTRACTOR shall maintain true and complete records of all its operations connected with the PURCHASE ORDER and COMPANY shall have the right to audit such records in relation to the performance of the PURCHASE ORDER.
- 3.5 The United Nations Convention for the International Sale of Goods is expressly excluded.

4 TITLE AND DELIVERY OF GOODS

- 4.1 CONTRACTOR shall, at its own cost, be responsible for any loss or damage to GOODS until delivered to COMPANY in accordance with the PURCHASE ORDER.
- 4.2 Title to GOODS or any part thereof will vest in COMPANY absolutely as soon as they are used in the performance of the WORK, delivered to the site of the WORK, delivered to the COMPANY, or paid for by COMPANY.
- 4.3 Unless otherwise provided in the PO HEADER (but subject to Clause 2.1 above), GOODS will be delivered free carrier to COMPANY or COMPANY'S authorised representative, at the delivery point specified in the PO HEADER.
- 4.4 Failure to deliver the WORK by the COMPLETION DATE will, without prejudice to any other rights, constitute a material breach.

5 PURCHASE ORDER PAYMENT AND INVOICING

- 5.1 In consideration of the performance and completion of the WORK in accordance with the PURCHASE ORDER, COMPANY shall pay CONTRACTOR the price stated in the PO HEADER. CONTRACTOR shall consolidate all WORK completed under each PURCHASE ORDER into one invoice and shall submit such invoices to COMPANY on a monthly basis or on completion of the WORK. Unless otherwise provided in the PO HEADER, such payment will be within thirty (30) days of receipt of a valid invoice.
- 5.1.1 If payments under the PURCHASE ORDER attract local or national SALES TAX, such SALES TAX will be shown as a separate item on the invoice.
- 5.1.2 If COMPANY fails to make payment by the payment due date, CONTRACTOR may claim interest on the amount outstanding at three per cent (3%) per annum over Bank of England rate from the date payment was due until the date paid by COMPANY.
- 5.1.3 If COMPANY disputes any item(s) on any invoice, such invoice will be rejected by COMPANY and CONTRACTOR shall revise and resubmit the invoice for the undisputed amount only. COMPANY shall pay the revised invoice within thirty (30) days of receipt. On settlement of any dispute, CONTRACTOR shall submit an invoice for sums due and COMPANY shall make the appropriate payment.

5.2 Invoices (including credit invoices) will only be considered valid for payment if accurately prepared and submitted with: (a) CONTRACTOR'S name and address, relevant contact information, TAX registration number, and a contact person for invoice queries; (b) A unique invoice number and a date, and the invoice type ('invoice' or 'credit') clearly stated; (c) Remittance banking details (including IBAN/Swift Code) as recorded in COMPANY'S vendor master data file for CONTRACTOR; (d) Corresponding PURCHASE ORDER details including: PURCHASE ORDER number, item/line numbers and quantities, currency of payment (stated in words only), description of the GOODS and/or SERVICES delivered, including unit(s) of measure, supplier part number(s) and applicable service delivery dates, unit rate(s), and valid cost object coding (cost centres, WBS elements), where applicable. (e) Any applicable SALES TAX and/or withholding TAX by rate, per local requirements, and the total invoice value; (f) Sufficient evidence in the form of supporting documentation detailing the type and date of WORK (such as field tickets, timesheets, third party invoices, TAX exemption letters, payment certificates, inspection certificates, utilisation summaries) with evidence of COMPANY approval where applicable.

5.2.1 All invoices will be submitted electronically to the email address details on the PO HEADER.

5.3 COMPANY may off-set monies owed under the PURCHASE ORDER against any other contracts between COMPANY and CONTRACTOR.

6 HEALTH, SAFETY, SECURITY AND ENVIRONMENT REQUIREMENTS AND QUALITY MANAGEMENT

6.1 CONTRACTOR shall ensure that CONTRACTOR GROUP conducts WORK safely, and in conformance with the health, safety, security and environmental requirements of the worksite.

6.2 CONTRACTOR shall follow quality control and inspection procedures provided in the PURCHASE ORDER and comply with all requirements of applicable quality management industry standards, unless otherwise approved in writing by COMPANY.

7 TAXES AND DUTIES

7.1 CONTRACTOR shall be solely responsible for all TAXES assessed or imposed on CONTRACTOR and shall fulfil all legal, administrative and accounting requirements. CONTRACTOR hereby INDEMNIFIES COMPANY GROUP from and against all claims/losses whatsoever connected with any TAXES assessed or imposed on CONTRACTOR.

7.2 Where COMPANY is required to deduct any TAX, COMPANY shall without further notification to CONTRACTOR deduct the specified amount from any amount payable to CONTRACTOR.

8 ASSIGNMENT AND SUBCONTRACTING

8.1 CONTRACTOR shall not assign, novate or transfer any of its rights or obligations under the PURCHASE ORDER, or subcontract all or substantially all of the WORK, without COMPANY'S prior written approval.

- 8.2 COMPANY may at any time assign, novate or transfer any of its rights or obligations under the PURCHASE ORDER to any member of COMPANY GROUP without CONTRACTOR'S consent, or to a third party with CONTRACTOR'S consent, not to be unreasonably withheld.
- 8.3 CONTRACTOR shall be fully responsible for the acts and omissions of any SUBCONTRACTOR.
- 8.4 CONTRACTOR shall promptly replace any SUBCONTRACTOR if requested to do so by COMPANY.

9 LIABILITY AND INDEMNITY

- 9.1 CONTRACTOR shall INDEMNIFY COMPANY GROUP from and against all claims and losses in respect of the following if connected with the PURCHASE ORDER: (a) all injuries to, deaths, or illnesses of employees, officers or agents of CONTRACTOR GROUP; (b) all damages to or losses of property of CONTRACTOR GROUP, and (c) CONSEQUENTIAL LOSS suffered by CONTRACTOR GROUP, even if caused by the negligence or fault of COMPANY GROUP or any other PERSON.
- 9.2 COMPANY shall INDEMNIFY CONTRACTOR GROUP from and against all claims and losses in respect of the following if connected with the PURCHASE ORDER: (a) all injuries to, deaths, or illnesses of the employees, officers or agents of COMPANY GROUP; (b) all damages to or losses of property of COMPANY GROUP, and (c) CONSEQUENTIAL LOSS suffered by COMPANY GROUP, even if caused by the negligence or fault of CONTRACTOR GROUP or any other PERSON.
- 9.3 CONTRACTOR shall INDEMNIFY COMPANY'S other contractors from and against all claims and losses in respect of the following if connected with the PURCHASE ORDER: (a) all injuries to, deaths, or illnesses of CONTRACTOR GROUP (b) all damages to or losses of property of CONTRACTOR GROUP; and (c) CONSEQUENTIAL LOSS suffered by CONTRACTOR GROUP, even if in all cases caused by the negligence or fault of COMPANY'S other contractor or any other PERSON to the extent only that such other contractor has INDEMNIFIED CONTRACTOR GROUP in its contracts with COMPANY.

10 INSURANCE

- 10.1 Without prejudice to the provisions of Clause 9, CONTRACTOR shall at all times while performing the PURCHASE ORDER, procure or cause to be procured all insurance required by law, as well as (a) commercial general liability, (b) commercial motor vehicle liability, and (c) workers' compensation and employers' liability, at coverages and limits adequate to meet CONTRACTOR'S obligations under the PURCHASE ORDER. All insurance policies associated with the WORK will be endorsed to waive all rights of recourse including subrogation against COMPANY GROUP and COMPANY'S other contractors, regardless of the respective negligence/fault of COMPANY or CONTRACTOR and will be deemed primary to any insurance obtained by COMPANY GROUP. CONTRACTOR shall also include COMPANY as an additional insured on the commercial general liability insurance.

- 10.2 Notwithstanding the foregoing, CONTRACTOR'S insurers' waiver of any right of recourse against COMPANY'S other contractors will only apply from such time as such other contractors' insurers become bound by such reciprocal waivers of rights of recourse, including subrogation rights, and only for the duration they remain bound by such reciprocal waivers.

11 SUSPENSION AND TERMINATION

- 11.1 COMPANY may suspend or terminate the PURCHASE ORDER at any time: (a) in case of any material breach, or (b) if CONTRACTOR becomes bankrupt or insolvent or has any administration order made against it or application is made for bankruptcy or insolvency. CONTRACTOR shall discontinue the WORK and comply with COMPANY'S instruction regarding such suspension or termination.
- 11.2 COMPANY shall have the right to suspend or terminate the PURCHASE ORDER at any time to suit the convenience of COMPANY. CONTRACTOR shall discontinue the WORK and shall comply with COMPANY'S instructions regarding such suspension or termination. COMPANY shall pay CONTRACTOR, for WORK satisfactorily performed prior to such suspension or termination, together with any reasonable associated direct costs necessarily incurred by CONTRACTOR in complying with COMPANY'S instructions.
- 11.3 In the event of suspension, COMPANY may, by further notice, instruct CONTRACTOR to resume the WORK or part thereof to the extent specified and CONTRACTOR shall resume the WORK as soon as reasonably practicable.

12 CONFIDENTIALITY

- 12.1 CONTRACTOR shall keep all information disclosed to CONTRACTOR GROUP directly or indirectly by COMPANY GROUP or which is otherwise acquired by CONTRACTOR GROUP in connection with the PURCHASE ORDER in strict confidence and will not disclose the same to any third party without the prior written consent of COMPANY.

13 PUBLICITY

- 13.1 CONTRACTOR shall not, without COMPANY'S prior written consent (a) use COMPANY'S name in connection with the PURCHASE ORDER, (b) disclose the existence of the PURCHASE ORDER to any third party, or (c) take images of any of COMPANY'S personnel or property.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 COMPANY shall own all right, title and interest in and to all work product produced by CONTRACTOR in performance of WORK hereunder, including without limitation all designs, plans, models, drawings, samples, specifications, reports, documentation, manuals, photographs and electronic records. CONTRACTOR hereby assigns to COMPANY all copyright, design rights, rights to inventions, patents, trade secrets and other intellectual property rights, whether or not registered, anywhere in the world ("IP Rights") arising in such work product.
- 14.2 CONTRACTOR warrants and represents that it has not and shall not in performance of the WORK, and that the GOODS and COMPANY'S use of the GOODS or work product will not breach or infringe any IP Rights of any other PERSON. CONTRACTOR agrees to INDEMNIFY COMPANY GROUP from any and all claims/losses which may be brought against any member of COMPANY GROUP for infringement of any IP Rights in connection with the performance of the any WORK or the supply of any GOODS.

15 ANTI-CORRUPTION UNDERTAKINGS

- 15.1 COMPANY has a zero tolerance policy towards bribery and corruption. This zero tolerance policy extends to all companies and individuals who provide goods or services to COMPANY GROUP. CONTRACTOR warrants that, in connection with the PURCHASE ORDER, CONTRACTOR GROUP (i) has complied and shall comply with all anti-bribery and corruption, anti-money laundering laws, rules, and regulations (including, but not limited to, Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) applicable to CONTRACTOR GROUP or COMPANY GROUP, and (ii) shall not, directly or indirectly, make or allow Facilitation Payments, and (iii) shall not, offer, give or agree to give any PERSON whosoever, or solicit, accept or agree to accept from any PERSON, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation").
- 15.2 CONTRACTOR agrees it shall on an on-going basis, and subject to any applicable data privacy law and the attorney-client or work product privileges, unless expressly prohibited by law: (a) immediately disclose in writing to COMPANY details of any potential breach or alleged breach of the Anti-Corruption Obligation; and (b) on reasonable request, use best endeavours to co-operate with COMPANY to ensure and monitor compliance with the Anti-Corruption Obligation, which will include promptly responding in reasonable detail to any request from COMPANY reasonably connected to the Anti-Corruption Obligation and making any relevant books, records, or personnel relating to the PURCHASE ORDER and CONTRACTOR'S compliance with the Anti-Corruption Obligation available for review by COMPANY. (c) CONTRACTOR shall also provide COMPANY with such further assurances or certificates that COMPANY may request from time to time during the term of the

PURCHASE ORDER relating to matters covered by this Clause, and CONTRACTOR shall if requested certify to COMPANY in writing its compliance with this Clause.

15.3 CONTRACTOR shall for the duration of the PURCHASE ORDER:

- (a) institute and maintain policies and procedures which are reasonably expected to ensure compliance with all applicable laws and the Anti-Corruption Obligation, including the maintenance of complete and accurate books and records and an effective system of internal accounting controls;
- (b) maintain at its normal place of business, for the duration of the PURCHASE ORDER and for at least six (6) years following its expiration or termination, detailed books, records and accounts which accurately and fairly reflect all transactions and payments made by CONTRACTOR in connection with the PURCHASE ORDER;
- (c) make clear, in its dealings connected to the PURCHASE ORDER, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and
- (d) on reasonable notice, and subject to any applicable data privacy law, legal privilege, or express legal prohibition, permit COMPANY or its duly appointed third party representatives to access, review, inspect and make copies of CONTRACTOR and its AFFILIATES' books, records and accounts in order to audit CONTRACTOR and its AFFILIATES' compliance with the Anti-Corruption Obligation. The rights set out in this Sub-clause will be exercised in accordance with all applicable competition laws.

15.4 CONTRACTOR represents and warrants that except as otherwise disclosed in writing to COMPANY, as of the PURCHASE ORDER EFFECTIVE DATE and for the duration of the PURCHASE ORDER:

- (a) none of its directors, officers, employees, contractors or other service providers in connection with the PURCHASE ORDER is a Public Official; and
- (b) no Public Official will have a direct or indirect interest in the PURCHASE ORDER or have any legal or beneficial interest in any payments made by COMPANY under the PURCHASE ORDER; and
- (c) it shall promptly notify COMPANY in writing of any change in the foregoing.

15.5 CONTRACTOR represents and warrants that except as otherwise disclosed in writing to COMPANY, neither it nor its personnel, directors, officers, or key employees in connection with the PURCHASE ORDER have in the last six (6) years:

- (a) been convicted of any offense involving bribery, corruption or money laundering; or
- (b) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense involving bribery, corruption or money laundering.

- 15.6 CONTRACTOR represents and warrants that at the time of acceptance of the PURCHASE ORDER, it is not a Restricted Party, nor owned or controlled, directly or indirectly, by a Restricted Party. CONTRACTOR shall immediately notify COMPANY in writing if at any time for the duration of the PURCHASE ORDER it becomes a Restricted Party or owned or controlled, directly or indirectly, by a Restricted Party. CONTRACTOR undertakes to ensure that no member of CONTRACTOR GROUP that is a Restricted Party shall be connected with the performance of the WORK.
- 15.7 Payments by COMPANY to CONTRACTOR will only be made by cheque or electronic transfer to a bank account of CONTRACTOR, details of which will be given by CONTRACTOR to COMPANY in writing. Such notification will be deemed to constitute a representation and warranty that the bank account so notified is owned solely by CONTRACTOR and that no PERSON other than CONTRACTOR has any ownership of or interest in such account.
- 15.8 CONTRACTOR further agrees and undertakes that with respect to (i) any member of CONTRACTOR GROUP (including any of their agents and other intermediaries) in connection with the PURCHASE ORDER and (ii) any other business transactions CONTRACTOR or its AFFILIATES may have involving COMPANY, that it shall:
- (a) conduct appropriate risk-based anti-corruption and other due diligence prior to appointing or engaging SUBCONTRACTORS to ensure that they are duly qualified and competent to perform the tasks for which they have been engaged, that they are of good reputation, and that they would present no corruption-related or other compliance risk or liability to COMPANY GROUP;
 - (b) cause all SUBCONTRACTORS to agree, in writing, to compliance with laws and Anti-Corruption Obligations sufficient to satisfy a best practices compliance program, and where consistent with such program, materially equivalent as those set forth in this Clause;
 - (c) where consistent with a best practices compliance program, regularly audit and/or monitor SUBCONTRACTORS to confirm their compliance with their Anti-Corruption Obligations; and
 - (d) verify and confirm in writing to COMPANY that CONTRACTOR has performed the due diligence on any or all SUBCONTRACTORS as may be identified by COMPANY and whether its SUBCONTRACTORS have complied with all obligations of the PURCHASE ORDER in their performance of the WORK.
- 15.9 In addition to any other rights or remedies COMPANY may have under the PURCHASE ORDER or at law (including, as applicable, the right to damages for breach of contract), COMPANY shall have the right to immediately terminate, in whole or in part, the PURCHASE ORDER or immediately suspend, in whole or in part, the WORK and any payments if:
- (a) COMPANY reasonably believes in good faith that CONTRACTOR GROUP has materially breached the Anti-Corruption Obligation or any of the requirements set out in

this Clause, after providing notice and a reasonable time for CONTRACTOR to demonstrate there is no breach; or

(b) any member of CONTRACTOR GROUP become designated a Restricted Party.

15.10 For the purposes of this Clause, the following definitions will apply:

"Facilitation Payments" means infrequent payments made to a Public Official which are above and beyond the legally established fee(s) for the particular service of that Public Official and/or his office, and which payments are intended to facilitate prompt, encourage or motivate such Public Official to perform routine, nondiscretionary governmental actions that: (i) the Public Official ordinarily performs and is required to perform without such payment; and (ii) both parties have the right to under the laws of the relevant country.

"Public Official" means (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or government-controlled company, any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

"Restricted Party" means (i) PERSONS targeted by national, regional, or multilateral trade or financial sanctions under applicable laws or identified from time to time by any governmental or legal authority under applicable anti money laundering, non-proliferation, anti-terrorism and similar applicable laws, or (ii) directly or indirectly owned or controlled by or acting on behalf of such PERSON.

16 SUPPLIER EXPECTATIONS

16.1 CONTRACTOR shall act consistently with and adhere to the supplier expectations set out in Appendix A. In connection with CONTRACTOR'S performance of the WORK and consistent with Appendix A, CONTRACTOR shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights.

16.2 Failure to comply with this Clause may constitute a material breach giving rise to termination pursuant to Clause 11.

17 DIGITAL SECURITY

17.1 CONTRACTOR shall protect COMPANY'S data at all times and shall implement relevant industry best practice information security protections and controls. CONTRACTOR shall immediately notify COMPANY of any unauthorised or unlawful access to, processing, destruction, damage or disclosure of, or accidental loss of, COMPANY'S data. If an incident

referred to in this Clause occurs, CONTRACTOR shall provide all necessary assistance as requested by COMPANY with notifications that may be required under applicable law.

18 GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 The PURCHASE ORDER will be construed, governed and take effect in accordance with English law, without regard to its conflict of laws principles.
- 18.2 In respect of any dispute or claim that arises out of or in connection with the PURCHASE ORDER or its subject matter or formation (including non-contractual disputes or claims) each of the parties hereby irrevocably submits to the exclusive jurisdiction of the English courts.

19 APPLICABLE LAWS INCLUDING TRADE LAWS

- 19.1 CONTRACTOR acknowledges that it is familiar with all applicable TRADE LAWS, and shall perform WORK in compliance with all applicable laws including TRADE LAWS.
- 19.2 CONTRACTOR shall ensure that, in connection with the PURCHASE ORDER, no member of CONTRACTOR GROUP shall engage in any activity, practice or conduct, or omit to do any such act, which would constitute a United Kingdom or foreign tax facilitation offence under the United Kingdom Criminal Finances Act 2017, and that such members shall implement and maintain policies and procedures which are reasonable to prevent the facilitation of tax evasion offences as described in the United Kingdom Criminal Finances Act 2017 and ensure compliance with this Clause.
- 19.3 CONTRACTOR shall not take any action or make omissions that would cause any member of COMPANY GROUP to violate TRADE LAWS, or be subject to sanction, fines or penalties under applicable laws. If CONTRACTOR takes any action or performs any part of WORK in violation of applicable laws, or takes any action or makes omissions that would cause any member of COMPANY GROUP to violate TRADE LAWS, CONTRACTOR shall bear any fines or penalties or additional costs resulting from such violation and INDEMNIFY COMPANY GROUP from and against all claims and losses for breach of this Clause and for breach of TRADE LAWS by any member of CONTRACTOR GROUP if connected with the performance or non-performance of the CONTRACT.
- 19.4 COMPANY shall provide CONTRACTOR upon request with relevant end-use, end-user and country of end-use information with respect to any GOODS or SERVICES (including software or technology) to be supplied hereunder. Based on and in reliance on such information, CONTRACTOR will supply such items in compliance with TRADE LAWS and shall be responsible for applying for and obtaining appropriate governmental authorizations for the export and import of such items. The parties acknowledge that any change in end-use, end-user or country of end-use may be restricted or prohibited by TRADE LAWS.
- 19.5 Immediately upon becoming aware, and no later than the time WORK commences, CONTRACTOR shall notify COMPANY in writing of any GOODS or SERVICES (including software or technology) that are controlled under applicable TRADE LAWS. Such notice will

include the jurisdiction of origin and any jurisdiction in which WORK is performed, the applicable export control number(s), and whether there is an export licence or exception in place for each export of controlled GOODS or SERVICES connected with the PURCHASE ORDER.

20 LIENS

- 20.1 CONTRACTOR shall not issue, or permit to be issued, any lien, attachment, charge, claim or encumbrances on the WORK or on any property of COMPANY GROUP, whether in the possession of CONTRACTOR, at the worksite or elsewhere.

21 GENERAL PROVISIONS

21.1 Entire Agreement

This PURCHASE ORDER represents the entire agreement between the Parties in relation to the subject matter hereof and supersedes any previous agreement or understanding between the parties in relation to all or any such matters. Each of the parties acknowledges and agrees that in entering into this PURCHASE ORDER, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this PURCHASE ORDER or not) other than as expressly set out in this PURCHASE ORDER. Nothing in this Clause 21.1, however, shall operate to limit or exclude any liability for fraud..

21.2 Severability

If any part of the PURCHASE ORDER is held by a court of competent jurisdiction to be invalid or unenforceable, the legality, validity or enforceability of the remainder of the PURCHASE ORDER shall not be affected and shall continue in full force and effect.

21.3 Continuing Obligations

Save as otherwise expressly provided herein, termination or completion or expiration of the PURCHASE ORDER will not affect the rights and obligations of COMPANY and CONTRACTOR under Clauses 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20 and 21.

APPENDIX A – Mona Offshore Wind Limited: Expectations of its Suppliers

At Mona Offshore Wind Limited, we are dedicated to upholding the highest standards of integrity and ethical conduct. We seek to work with suppliers, contractors and business partners who have similar standards and principles.

This document articulates the core expectations of our shared commitments with suppliers, contractors and business partners. We ask that you uphold these expectations and communicate them to your workers, subcontractors, agents and other business partners involved in work for Mona Offshore Wind Limited.

1. Ethics & Compliance

We expect our suppliers, contractors and business partners to:

- a. Comply with all applicable laws and regulations.
- b. Foster and embed an ethical culture and business practices that promote safety, integrity, transparency, fairness, and respect.
- c. Have an effective compliance programme in place to identify and manage all applicable compliance risks on an ongoing basis.

2. Health, safety and environment (“HSE”)

Take a proactive and systematic approach to managing operating activities and HSE risks, complying with applicable HSE laws and regulations, and seeking to continuously improve health, safety, and environmental performance. This includes encouraging your workforce and suppliers to:

- a. Only undertake work where they possess the necessary capabilities to carry out the work safely.
- b. Understand the procedures to be followed in the event of an emergency scenario.
- c. Stop work that could be unsafe, so that appropriate action can be taken.
- d. Report any near miss, accident, injury, illness, or unsafe condition immediately.

3. Financial crime and regulatory compliance

Have in place effective processes and procedures (including training, due diligence and financial controls) to proactively prevent people working for you and involved in work for Mona Offshore Wind Limited from engaging in:

- a. Bribery and corruption, including expressly prohibiting the direct or indirect giving, paying, promising, requesting or accepting of anything of value (including facilitation payments) to obtain, retain or direct business, to secure an improper advantage or to improperly influence someone, including government officials.
- b. Inappropriate provision or acceptance of gifts, entertainment or hospitality.
- c. Sanctions or export controls breaches.
- d. Fraudulent activity, tax evasion or money laundering (including transferring or hiding illegal funds or giving such funds apparent legitimacy).
- e. Anti-competitive conduct, including any form of agreement or understanding with competitors to fix prices, rig bids, allocate customers or restrict supply.
- f. Actual conflicts of interest, or situations that might create the appearance of a conflict, between personal and business interests, including using Mona Offshore Wind Limited information and resources for improper gains.

4. Sustainability

We are working to embed sustainability across our business, including in our supply chain. We want to promote environmental stewardship and social responsibility with all our suppliers, contractors and business partners and expect them to:

- a. Identify, understand and manage environmental and sustainability risks and opportunities.
- b. Share in a transparent manner relevant environmental and sustainability data related to products, people, services and practices.

5. Human rights and modern slavery

Mona Offshore Wind Limited is committed to respecting all internationally recognized human rights. Human rights abuses, forced or child labour, or any other form of exploitation or form of modern slavery will never be tolerated. We are committed to engaging suppliers, contractors and business partners who share the spirit and intent of Mona Offshore Wind Limited's human rights commitment, for example through implementing the following measures:

- a. Respect the human rights and dignity of all people and meet the responsibilities of business set out in the UN Guiding Principles on Business and Human Rights.
- b. Do not use forced or compulsory labour, human trafficking, child labour, slavery or servitude, with all work being conducted voluntarily, without threat of penalty or sanction and not based on deception.
- c. Identify, avoid, minimize or mitigate and remedy any human rights impacts on workers, communities and vulnerable groups.
- d. Respect workers' rights:
 - i. Provide fair and appropriate pay and benefits.
 - ii. Ensure that all overtime work is voluntary, and employees are not required to exceed the local legal limits for regular and overtime hours.
 - iii. Be responsible for all costs and fees associated with recruitment of workers regardless of the manner or location of the imposition or collection of the fee.
 - iv. Respect rights to freedom of association and to collective bargaining, within the relevant national legal framework.

6. Non-discrimination and harassment

We treat everyone with fairness and respect and expect everyone we work with to do the same. Do not:

- a. Tolerate any unfair discrimination within your workplaces or in hiring, development and career progression.
- b. Discriminate based on race, ethnicity, national origin, religion, gender, age, sexual orientation, gender identity, marital status, disability, veteran status, or any other characteristic protected by applicable laws.
- c. Tolerate any physical, verbal or non-verbal forms of abuse or harassment. This includes any unwanted behaviour that could reasonably be considered offensive, intimidating or humiliating, as well as any form of sexual harassment.

7. Data privacy, cyber security and intellectual assets

Have in place effective controls to comply with applicable laws and to protect Mona Offshore Wind Limited information, systems and intellectual property and the personal data in your care. We expect data and technology to be used responsibly and thoughtfully, including:

- a. Respecting the privacy rights of individuals and the intellectual property rights of others.
- b. Appropriate classification, handling and protection of confidential information disclosed and entrusted to you.
- c. Maintaining effective cyber security measures to minimize the likelihood of unauthorized access, disruption, or cyber threats.
- d. Prompt reporting and collaboration on any cyber security incidents, breaches, or suspected compromises that may impact Mona Offshore Wind Limited.
- e. Considering the ethical implications and unintended consequences when developing or using digital technologies.

8. Speak up

We expect our suppliers, contractors and business partners to:

- a. Promote a “speak-up” culture that does not tolerate retaliation and act on concerns that are raised.
- b. Provide means, including complaints mechanisms, for your employees, workers, suppliers, business partners, local communities, and others to speak up without fear of retaliation if they see something that is unsafe, unethical, or potentially harmful involving your business or activities.
- c. Communicate that, when involved in work for Mona Offshore Wind Limited, they may also inform a member of Mona Offshore Wind Limited’s management, or use JERA Nex bp’s (JNBP) confidential EthicsPoint helpline (www.jnbp.com/compliance).