

EXHIBIT E - GENERAL TERMS & CONDITIONS

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1:

Agreement has the meaning set forth on the cover page.

Business Location has the meaning set forth in Section 11 of *Exhibit E*.

Certificate of Residency has the meaning set forth in Section 6 of *Exhibit E*.

Company has the meaning set forth on the cover page.

Company Indemnified Parties has the meaning set forth in Section 13 of *Exhibit E*.

Company Representative has the meaning set forth in Section 1 of *Exhibit A*.

Confidential Information has the meaning set forth in Section 10 of *Exhibit E*.

Contractor has the meaning set forth on the cover page.

Contractor Indemnified Parties has the meaning set forth in Section 13 of *Exhibit E*.

Contractor Representative has the meaning set forth in Section 1 of *Exhibit A*.

Force Majeure Event means any event or circumstance or combination of events or circumstances that materially and adversely affects a party in the performance of its obligations in accordance with this Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, and the effects of which the affected party could not have prevented through the exercise of reasonable skill and care, including through the expenditure of reasonable sums of money. Force Majeure Events shall include but not be limited to the following events to the extent that they or their consequences (it being understood that if a causing event is within the reasonable control of an affected party, the consequences of such causing event shall also be deemed to be within such party's reasonable control) satisfy the above requirements: (a) fire or explosion; (b) strikes and/or other work stoppages and/or lockouts that are not specific or attributable to the affected party; (c) acts of war (whether declared or undeclared), sabotage, terrorism, or acts of a public enemy (including any acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (d) any Governmental Authority's unreasonable delay, denial, or refusal to grant or renew, or any unreasonable revocation of, any required permit, license, approval, or authorization, provided that such governmental action or inaction did not result from the affected party's non-compliance with any laws or any condition to the granting or maintenance of any such permit, license, approval, or authorization; or (e) the making of, or any change in, or change in interpretation of, any laws, which adversely affects the performance of a party.

Force Majeure Event shall expressly not include the following conditions, except and to the extent that the following conditions result directly from a Force Majeure Event: (a) late delivery of machinery, equipment, materials, spare parts or consumables or any other item of the Services; (b) a delay in the performance of Contractor, any subcontractor, any agent of Contractor or any subcontractor, or any assignee of Contractor, or failure of any such person to comply with, and complete, the obligations specified in this Agreement in a timely manner; and (c) normal wear and tear of, or random flaws or breakdowns in, materials or equipment.

GoI shall mean the Government of Indonesia.

Government Official means any Person qualifying as a public official under the laws of the Republic of Indonesia or any other Relevant Laws, including, without limitation, (a) a Person holding an official position, such as an employee, officer, or director, with any government, or agency, department or instrumentality thereof, including a state-owned or state-controlled enterprise; (b) any Person "acting in an official capacity," such as a delegation of authority, from a government, or agency, department, or instrumentality thereof, to carry out official responsibilities, including a specific project assignment; or (c) an official of a public international organization such as the United Nations, the World Bank, the International Monetary Fund, or a regional development bank, such as the Asian Development Bank.

Governmental Authority means any central, national, federal, state, provincial, regional, municipal, or local government, any political subdivision or any governmental, quasi-governmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or other entity having jurisdiction over the parties, any or all of the Services, and/or the performance or non-performance of this Agreement.

Governmental Unit means any central, national, federal, state, provincial, regional, municipal, or local government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Services.

International Human Rights means the fundamental principles and standards that enable individuals everywhere to have freedom to live in dignity. All human rights are universal, interrelated, interdependent, and indivisible. Human rights include, but are not limited to, right to safe and healthy working conditions, right to life, liberty, and security of person, right to health, right not to be subjected to forced and compulsory labor or child labor, right to freedom of association, etc. The full definition of International Human Rights can be found within the thirty (30) articles of the United Nations' Universal Declaration of Human Rights (UDHR).

IT Systems and Data has the meaning set forth in Section 25 of *Exhibit E*.

KPI has the meaning set forth in Section 2 of *Exhibit A*.

License has the meaning set forth in Section 9 of *Exhibit E*.

Losses has the meaning set forth in Section 8 of *Exhibit E*.

MFA has the meaning set forth in Section 26 of *Exhibit E*.

Period of Effect has the meaning set forth on the cover page.

Permissible Reimbursable Expenses mean those expenses set forth in *Exhibit B*.

Personnel means any personnel of Contractor or any personnel of its approved subcontractor(s) who will be performing the Services.

Person means any individual, corporation, company, voluntary association, partnership, incorporated organization, unincorporated organization or Governmental Unit.

Person of Concern means (a) a Government Official; (b) a political party, an official of a political party (including any member of an advisory council or executive council of a political party), or a candidate for political office; (c) an immediate family member, such as a parent, spouse, sibling, or child of a Person in either of categories (a) or (b); or (d) an agent, intermediary, or close business associate of any Person in the foregoing categories.

PPE has the meaning set forth in Section 1 of *Exhibit B*.

Reimbursement Note has the meaning set forth in Section 4 of *Exhibit E*.

Relevant Laws means applicable anti-bribery, anti-corruption, and anti-money laundering laws, rules, regulations, decrees and/or official governmental orders of the Republic of Indonesia and the United States including the United States Foreign Corrupt Practices Act of 1977, as well as any other applicable legislation implementing either the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Unfair Competition Prevention Law, as amended (Law No. 47, promulgated May 19, 1993).

Security Requirements has the meaning set forth in Section 11 of *Exhibit E*.

Service Receipt means the system-generated coversheet submitted with an approved invoice as further described in *Exhibit A*.

Services has the meaning set forth on the cover page.

SIAC has the meaning set forth in Section 20 of *Exhibit E*.

SKB has the meaning set forth in Section 6 of *Exhibit E*.

Supporting Documentation has the meaning set forth in Section 4 of *Exhibit B*.

Taxes has the meaning set forth in Section 6 of *Exhibit E*.

VAT means Value Added Tax.

2. **Services.** Contractor agrees to perform the Services in accordance with the requirements set forth in ***Exhibit A***. If no express or implied statement of quality requirements is set forth in ***Exhibit A***, Contractor shall perform all Services such that they meet or exceed the standards of care, skill and diligence normally observed by professionals performing the same or similar types of services internationally.

Unless otherwise specifically provided in the other Exhibits to this Agreement, Contractor shall supply all Personnel, labor, equipment, materials, supervision and training necessary for proper performance of the Services.

Company reserves the right to directly employ other advisors, experts, consultants and specialists to provide Company with independent advice or services in relation to any part of the activities and operations to which the Services pertain.

3. **Period of Effect; Survival of Obligations.** This Agreement shall become effective and remain in effect for the Period of Effect, unless sooner terminated by Company in accordance with the provisions hereof. Company also shall have the option to extend the Period of Effect in writing on the same terms and conditions as contained herein. Regardless of the Period of Effect, all indemnity and confidentiality obligations created by this Agreement shall survive expiration or termination of this Agreement. In addition, the following sections of this ***Exhibit E*** shall survive expiration or termination of this Agreement: Section 9 – Non-Exclusive Intellectual Property License, Section 19 – Notices, Section 20 – Governing Law; Dispute Resolution, Section 21 – Liability Limitations and Section 27 – Entire Agreement and Amendments.

4. **Compensation and Invoicing.** As full consideration for the satisfactory performance of the Services hereunder, Company shall pay to Contractor the compensation provided for in ***Exhibit B***, subject to the following terms and conditions:

A. **Fees.** Company's obligation to make payment of the fees described in ***Exhibit B*** is subject to Contractor's timely performance of the requirements and submissions set forth in ***Exhibit B***. Each fee invoice shall match the Service Receipt provided by Company in all material respects and attach the required GoI tax invoice.

B. **Expenses.** No expenses incurred by Contractor shall be reimbursable unless such expenses are reasonable and are either (a) described in ***Exhibit B*** as Permissible Reimbursable Expenses or (b) expressly acknowledged in writing by Company Representative as constituting Permissible Reimbursable Expenses. All Permissible Reimbursable Expenses, if any, shall be reimbursed at Contractor's direct cost (i.e., without markup). Company's obligation to make reimbursement is subject to Contractor's timely submission of an expense reimbursement claim entitled "Reimbursement Note", accompanied by such supporting documentation as Company may reasonably require. Contractor acknowledges and accepts that Company requires original receipts to be provided as backup for all expense reimbursement claims submitted hereunder, and Contractor agrees to include such receipts in support of each Reimbursement Note.

If, under any circumstances, Company waives the foregoing requirement and pays any expense reimbursement claim which is not supported by an original receipt, Company shall have the right to withhold from such reimbursement the amount necessary to cover any increased tax liability to Company resulting from Contractor's failure to submit the original receipt. Such tax liability may include, but is not limited to, that arising from any inability of Company to recover value added taxes that would otherwise be reimbursable to Company.

Contractor shall properly record all activities related to this Agreement in Contractor's books and records. Company shall have the right to audit and copy Contractor's books and records relating to the Services and/or all expenses constituting Permissible Reimbursable Expenses, both during the Period of Effect and for a period of two (2) years following the expiration or termination of this Agreement.

5. **Warranty.** Contractor warrants that the Services shall be performed in a good and workmanlike manner and in accordance with this Agreement and the more specific qualitative or quantitative requirements (if any) specified in ***Exhibit A***.

If any Services or workmanship are found to be defective or not in compliance with this Agreement, either during performance of the Services or within the one (1) year period immediately following satisfactory completion of the Services, Contractor, promptly upon receipt of notice from Company and at Contractor's sole cost and expense, shall correct such Services as necessary to bring such Services into compliance with this Agreement. Should Contractor fail upon Company's written request to promptly remedy any such defect or deficiency within a reasonable time, then such defect or deficiency may be remedied by Company (either itself or through a third party of its choosing). In such event, Contractor shall fully reimburse Company for any and all costs incurred to correct such defect or deficiency.

The liability restrictions set forth elsewhere in the Agreement shall not be deemed to limit or restrict Contractor's obligations under this warranty clause.

6. **Taxes.** Contractor is solely liable for, and shall pay on a timely basis, any and all taxes, impositions, duties or other charges by any governmental body of any kind or nature (whether imposed against Contractor, its subcontractors or their respective Personnel, or against Company with respect to Contractor, its subcontractors or their respective Personnel) relating to or arising out of

Contractor's activities under this Agreement (collectively, "Taxes"). Contractor, at its sole cost and expense, shall comply with all legal and administrative requirements with respect to Taxes.

If Company is required, under any law, ruling or regulation of any tax authority, to withhold Taxes from any payment(s) due to Contractor under this Agreement, Company shall deduct the relevant withholding Taxes from such payments without reimbursement or other compensation to Contractor for such withholding. If Indonesian withholding Taxes are applicable to Contractor but Contractor is entitled to an exemption or reduced rate of withholding then, prior to Contractor's submission of its first invoice to Company, Contractor shall provide to Company all documentation necessary to establish Contractor's entitlement to such exemption or reduced rate of withholding. (In the case of Indonesian contractors, Contractor shall submit a properly issued, official withholding tax exemption letter ("SKB"). In the case of foreign contractors, Contractor shall submit a properly issued, original certificate of fiscal residency ("Certificate of Residency"), at least annually, from the competent tax authority within Contractor's home country. Contractor shall also provide an affidavit confirming that Contractor has not, by virtue of a physical presence or otherwise, created a "permanent establishment" in Indonesia as that term is defined in the relevant double tax treaty between Indonesia and Contractor's country of residence.)

Contractor shall, and does hereby, indemnify, defend and hold harmless Company from and against all claims or liabilities for Taxes, as well as any losses, expenses, liabilities, fines, penalties, legal and accounting fees and other costs directly or indirectly arising out of any failure of Contractor to comply with the provisions of this Section.

7. **Independent Contractor.** Contractor is acting as an independent contractor in performing the Services. Contractor shall not be deemed an employee of Company, nor shall Contractor have any authority to act as Company's agent.

8. **Compliance with Laws; Submittals.** Contractor shall comply with all applicable laws and regulations relating to the performance of the Services and shall obtain and maintain for itself and all Personnel all authorizations, consents, certifications, licenses and permits required to perform the Services. In addition, Contractor shall submit to Company promptly upon request all documentation required to enable Company to satisfy any legal and/or regulatory requirements applicable to Company in respect of its dealings with Contractor under this Agreement. Such documentation typically may include, but is not limited to, invoices for value added taxes (faktur pajak), filed tax deposit letters (SSP), and a registration notification evidencing Contractor's registration with the Indonesian Department of Mines and Energy, if required as a result of Contractor's activities (if any) in Indonesia. Contractor shall, and does hereby, indemnify, defend and hold harmless Company from and against all liabilities, claims, demands, debts, damages, fines, penalties, causes of action, suits, expenses and costs of any nature whatsoever (collectively, "Losses") directly or indirectly arising out of any failure of Contractor to comply with the provisions of this Section.

9. **Non-Exclusive Intellectual Property License.** In return for Company's engagement of Contractor and payment of the compensation, Contractor hereby grants to Company a non-exclusive, but nevertheless permanent, assignable, and royalty-free license (the "License") to use any concept, idea, design, formulation, equipment or process, patentable or otherwise, furnished or supplied to Company by Contractor, or otherwise developed by Contractor in the course of performing the Services, and to continue using the materials prepared or developed on Company's behalf in furtherance of Company's interests. Company's affiliates and contractors shall also have the right to use such materials pursuant to the License, but solely for the purpose of providing services to the Company. All materials prepared or developed by Contractor in the course of performing the Services, such as documents, calculations, maps, seismic information, sketches, notes, reports, data, models and samples, and including without limitation those containing or embodying information subject to the License, shall become the property of Company when prepared, and originals or true and correct copies thereof shall be delivered to Company upon request and, in any event, upon termination of this Agreement.

Notwithstanding anything in this Agreement to the contrary,

(a) Contractor warrants that the provision and/or use of the License does not and will not breach any third party intellectual property rights and Contractor shall defend, protect, indemnify, and hold harmless any or all of the Company Indemnified Parties for, from, and against any and all Losses arising from (i) any claim that the Services, or any part thereof, or the operation or use of the License, or any part thereof, infringes or violates any patent, copyright, trade secret, trademark, or other intellectual property or personal right of any third party, or (ii) any breach of the representation or warranty; and

(b) If Company is in any way enjoined from using the License, or any portion thereof, Contractor will promptly, at its expense (including, but not limited to, the payment of any royalties occasioned by the following), either (i) provide to Company non-infringing means of using such License, or (ii) negotiate and procure for Company the right to use such License without restriction.

10. **Confidentiality.** Contractor shall keep confidential, and shall not disclose to third parties without the prior written consent of Company, any and all data, reports, plans, ideas, processes, concepts, discoveries and/or other information or know-how (i) obtained from or through Company, (ii) discovered, identified, developed or generated by Contractor as result of its activities at any of Company's Business Locations, or (iii) otherwise obtained in connection with its performance of the Services which in any of the foregoing cases (a) is proprietary to Company or any third person or entity, (b) constitutes a trade secret of Company or any

third person or entity, (c) in the case of information in written form, has been marked proprietary or confidential, or (d) is or has been disclosed by Company to Contractor with the clear understanding that it is confidential (collectively, "Confidential Information").

Contractor further agrees that it will not, without the prior written consent of Company, make any commercial use of any Confidential Information discovered, developed or otherwise obtained by Contractor in the performance of this Agreement. All Confidential Information embodied in tangible form shall be returned to Company upon request and, in any event, upon termination of this Agreement.

If Contractor is authorized by Company to access any of Company's databases, such access shall be utilized for the sole purpose of retrieving and monitoring data directly relevant to Contractor's performance of Services. Contractor is strictly prohibited from accessing and/or utilizing any other information contained in Company's databases, including but not limited to information relating to goods or services supplied by other contractors.

Contractor shall, and does hereby, indemnify, defend and hold harmless Company from and against any and all Losses directly or indirectly arising out of any violation of this Section.

Contractor agrees that upon any breach by Contractor of this Section, Company will suffer irreparable harm. Therefore, notwithstanding the dispute resolution provisions set forth below, Contractor agrees that Company shall be entitled to seek immediate injunctive relief from any court of competent jurisdiction upon any breach by Contractor of any restriction contained in this Section, in addition to seeking indemnity, damages or other appropriate relief.

11. **Company Rules and Procedures.** If Contractor is required to visit and/or perform the Services in any locations in which Company is conducting business (collectively, "Business Locations"), Contractor shall comply with all reasonable instructions of Company's representatives, as well as all rules and procedures of Company then in effect at the relevant Business Location(s), including without limitation Company's environment, health and safety policies and procedures.

12. **Personnel.** Contractor will provide only competent and experienced Personnel to perform the Services. Such Personnel shall be certified if required under applicable law. All Personnel who provide Services at a Business Location shall be subject to Company's approval (which may be granted or withheld in Company's sole discretion). Accordingly, Contractor promptly shall remove at Contractor's own cost any Personnel whose removal is requested by Company and replace such Personnel with Personnel acceptable to Company.

All non Indonesian Personnel visiting Indonesia on a Company sponsored Indonesian visa and who will perform Services in a Business Location (if any) shall report to Company's Human Resources Department within forty-eight (48) hours of arriving in the Business Location, in order to satisfy Indonesian immigration, labor and security formalities.

13. **Indemnity.** Contractor represents that Contractor is familiar with the hazards associated with mining and related activities. Except as otherwise expressly provided in this Section, Contractor assumes all risks of injury and/or illness to Personnel and damage to property associated with the performance of any Services at any Business Location(s).

A. As between the Company Indemnified Parties (as hereinafter defined) and Contractor, the Personnel and property of Contractor and its subcontractors shall be the sole responsibility of Contractor, except to the extent of personal injury, death or property damage caused by any act or omission of a Company Indemnified Party constituting gross negligence or willful misconduct. Contractor shall, and does hereby, defend, indemnify and hold harmless the Company Indemnified Parties from and against all Losses, including third party claims, suffered or incurred as a result of: (a) injury to or death of any Personnel of Contractor or its subcontractors; or (b) any loss or damage to the property of Contractor or its subcontractors, except to the extent that any such Losses directly result from any act or omission of a Company Indemnified Party constituting gross negligence or willful misconduct.

B. As between Company and the Contractor Indemnified Parties (as hereinafter defined), the Personnel and property of Company shall be the sole responsibility of Company, except to the extent of personal injury, death or property damage (a) directly resulting from deficient or defective Services, or (b) caused by any act or omission of a Contractor Indemnified Party constituting gross negligence or willful misconduct. Company shall, and does hereby, defend, indemnify and hold harmless the Contractor Indemnified Parties from and against all Losses, including any third party claim, suffered or incurred as a result of: (i) injury to or death of any employee of Company; and/or (ii) any loss or damage to the property of Company, except to the extent that any such Losses directly result from (A) deficient or defective Services or (B) any act or omission of a Contractor Indemnified Party constituting gross negligence or willful misconduct.

C. "Contractor Indemnified Parties" means: (a) Contractor; (b) any and all affiliates of Contractor; and (c) any and all respective employees, agents, representatives, shareholders, commissioners, directors, officers and/or assigns of each of the entities described in subsections (a) and (b). "Company Indemnified Parties" means: (i) Company; (ii) any and all affiliates of Company; (iii) any

and all service providers making services (such as transportation, housing, cleaning, catering, recreational and medical services) available to Contractor in (and in the case of transportation, to and from) any Business Location(s) at Company's request, but only if and to the extent Company owes an indemnity obligation to such service providers; and (iv) any and all respective employees, agents, representatives, shareholders, commissioners, directors, officers and/or assigns of each of the entities described in subsections (i) through (iii).

14. **Insurance.** At all times during the Period of Effect, Contractor shall carry and maintain, at its own expense, with financially sound and reputable insurance companies having an A.M. Best rating of at least "A-minus IX", the minimum insurance coverages described below (the territorial limits of which shall include all geographic areas in which any Services are to be performed, and which shall include coverage for claims occurring during the term of this Agreement but not reported until a later date):

A. **Workers' Compensation and Employer's Liability.** Workers' compensation insurance, including without limitation, occupational disease, covering all activities to be undertaken in the course of performing this Agreement in accordance with the laws of each governmental body (whether national, state or local) having jurisdiction over Contractor and its Personnel (including, without limitation, the Republic of Indonesia if Services are to be performed in such jurisdiction), and employer's liability insurance coverage with a limit of not less than \$1,000,000;

B. **Commercial General Liability.** Commercial general liability insurance with a combined single limit for bodily injury (including illness and death at any time resulting therefrom) and property damage claims of such amount as Contractor customarily carries, without charge to its customers, for contracts of this type; however, not less than \$2,000,000 of such coverage shall be maintained on a combined single limit basis. Such insurance shall provide contractual liability, products and completed operations, sudden and accidental pollution liability coverage for Contractor's undertakings under this Agreement;

C. **Automobile Liability Insurance.** If while performing Services Contractor will utilize licensed vehicles, automobile liability insurance (including but not limited to, passenger liability) in accordance with any local laws, as applicable, on all owned, non-owned, leased and/or hired vehicles used in connection with any Services, with a combined single limit of not less than \$1,000,000 per vehicle for injuries or death of one or more persons or loss or damage to property;

D. **Professional Liability/Errors and Omissions Insurance.** To the extent required by Company when Contractor is performing professional services, professional liability and errors and omissions insurance in an amount not less than \$5,000,000 per occurrence. Such insurance will cover damages caused by Contractor's negligence, defective Services or wrongful acts for the Services performed under this Agreement. Contractor shall continue to purchase such coverage for a period of at least three (3) years from the termination or expiration of this Agreement; and

E. **Other Insurance.** Such other types of insurance, and coverage amounts, as may be reasonably required by Company from time to time or required by applicable laws.

Each of the commercial general liability and automobile liability policies shall be endorsed to include the Company Indemnified Parties as additional insureds and to apply on a primary basis as to other insurance available to the Company Indemnified Parties. All policies required to be maintained by Contractor shall include a waiver of subrogation provision in favor of the Company Indemnified Parties; however, the waiver of subrogation on the workers' compensation policy shall not be required if prohibited by the applicable regulatory authority.

Upon request, the Contractor shall promptly provide the Company with a certificate of insurance and/or copies of policies evidencing the insurance required by this Section 14. Contractor will provide to Company thirty (30) days prior notice of cancellation or material change of the referenced insurance. Contractor shall be liable for any retentions or deductibles under the required insurance coverages. Contractor shall ensure that its subcontractors are also insured in accordance with the provisions of this Section 14. Upon request, Contractor agrees to provide Company insurance certificates confirming that the coverages required of such subcontractors are in full force and effect.

Company and Contractor intend that Contractor's obligations pursuant to this Section 14 be enforceable to the fullest extent permitted by applicable law. If Contractor's obligations are void or unenforceable in any respect by reason of any provision of applicable law, then Contractor will be relieved of its obligations only in that respect and its obligations will survive in all other respects. No limitation on the enforceability of Contractor's indemnification obligations pursuant to Section 14 will affect in any way Contractor's obligation to procure and maintain insurance covering the obligations described in the Agreement. Company in no way represents or warrants that the minimum coverage limits specified in this Section 14 are sufficient to protect Contractor from liabilities that may arise out of the performance of the Services by Contractor and its agents, representatives, employees and subcontractors, and it is Contractor's responsibility to procure any such additional insurance that Contractor may determine to be necessary or advisable.

15. **Default.** If Contractor: (a) becomes insolvent or bankrupt or commences bankruptcy, insolvency, reorganization, stay, moratorium, or similar debtor relief proceedings or has any such proceedings involuntarily commenced against it, (b) fails to

proceed with the Services with due diligence and in a competent manner, (c) fails to comply with Company's environmental requirements, or (d) otherwise fails to perform or observe any obligation, term, condition or stipulation contained in this Agreement, then in any such case, Contractor shall be in default under this Agreement and Company may exercise any and all remedies available under applicable law, and shall additionally have the right (to the extent not already available under applicable law) to: (i) suspend payment of the compensation due to Contractor until the default has been remedied; (ii) take the Services remaining to be completed out of the hands of Contractor; or (iii) cancel this Agreement by notice to Contractor and thereby terminate the engagement of Contractor under this Agreement. The presence or absence of a financial penalty for delay shall not be deemed to waive or impair Company's right to declare a default and exercise all remedies otherwise available upon any failure by Contractor to achieve the timing requirements (if any) contained in this Agreement. Both parties agree to waive the stipulation in Articles 1266 and 1267 of the Indonesian Civil Code (which supports the intervention of the Indonesian judiciary in any termination proceedings) for the purpose of termination of this Agreement.

16. **Termination without Cause.** In addition to its right to terminate this Agreement for default, Company may terminate this Agreement at any time without cause upon written notice of termination to Contractor Representative. If Contractor is not in breach of any of its obligations under this Agreement, Company will pay Contractor for the amount due to Contractor through the effective date of termination, provided that (i) Contractor submits to Company properly approved invoices within thirty (30) days after the effective date of termination, and (ii) Contractor agrees to stop all Services to the extent specified in Company's notice of termination and incurs no further expenses beyond those authorized in such notice. Contractor agrees that its sole remedy in connection with any termination will be to receive compensation in accordance with the terms of this Section.

17. **Force Majeure.** Neither party will be liable to the other for any failure to meet its obligations under this Agreement (other than the failure to pay money when due) due to any Force Majeure Event, provided that (a) the non-performing party provides notice to the other party within forty-eight (48) hours describing the particulars of the Force Majeure Event; (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by a Force Majeure Event; (c) the Force Majeure Event was not caused by the negligence or misconduct of the party seeking to be excused, by the failure of such party to comply with any law, or by any breach or default of this Agreement by such party; (d) the non-performing party shall use all reasonable efforts, consistent with this Agreement, to mitigate damages and to remedy its inability to perform; and (f) when the non-performing party is able to resume performance of its obligations under this Agreement, such party shall immediately provide the other party written notice to that effect. If either party's performance under this Agreement is prevented, or following good faith evaluation by the parties it is determined that it will be prevented, for a period of ninety (90) days due to the Force Majeure Event, the party whose performance is not prevented by the Force Majeure Event may terminate the Agreement upon written notice to the other party.

18. **Assignment and Subcontracting.** Contractor shall not assign this Agreement without the prior written consent of Company, which may be given or withheld in Company's sole discretion. Consent by Company to any assignment shall not relieve Contractor from full responsibility for the performance of its obligations under this Agreement unless otherwise expressly provided in Company's written consent to the assignment. In addition, Contractor shall not subcontract all or any portion of the Services without the prior written consent of Company, which also may be given or withheld in Company's sole discretion. Consent by Company to any subcontracting shall not relieve Contractor from full responsibility for the performance of the Services and its other obligations under this Agreement. Contractor shall be responsible for the acts, and omissions of all of its subcontractors and Personnel supplied by subcontractors as if they were the acts and omissions of Contractor or its own Personnel.

19. **Notices.** All notices or other communications required or permitted to be delivered by one party to the other shall be in writing, delivered by hand or sent by registered or certified mail or overnight courier service to the relevant address specified on the cover page of this Agreement or by email to the applicable email address set forth in ***Exhibit A***, with a copy to Contractor Representative or Company Representative, as appropriate, at the applicable email address set forth in ***Exhibit A***. Such address(es) or email address(es) may be changed by either party upon written notice to the other party given in accordance with this Section. Any notice given in accordance with this Section shall be deemed to have been received on the date of delivery in the case of delivery by hand, upon receipt if sent by registered or certified mail or courier service (receipt confirmed upon signature of the addressee or any employee thereof), or upon transmission of the email, whichever occurs first.

20. **Governing Law; Dispute Resolution.** This Agreement shall be governed by the laws of the Republic of Indonesia. Any and all disputes, controversies and conflicts which arise from or in relation to this Agreement (including the existence, validity and termination hereof) shall, to the extent possible, be settled amicably by the parties hereto. Any dispute not resolved within forty-five (45) days after a party has given notice to the other party of the dispute shall be finally and exclusively settled by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC in force at the time such arbitration is commenced. The arbitration shall be held in Singapore, and the language of arbitration shall be English. The seat of arbitration shall be Singapore. The decision of the arbitration panel shall be fully binding and final and, except as otherwise provided in Section 10 above, neither party shall have the right to carry out any action before any court on any dispute except for the enforcement of the decision of the said arbitration panel. Unless the parties agree that the arbitration panel shall be composed of three (3) arbitrators within ten (10) days after commencement of arbitration, the arbitration panel shall be composed of a sole arbitrator. The provisions of this Section shall survive termination or expiration of this Agreement.

21. **Liability Limitations.** Company shall not be liable to Contractor for any consequential, indirect, incidental, punitive or exemplary Losses arising out of, in connection with, or are related to this Agreement (including but not limited to loss of profits or revenue, loss of use of equipment, cost of capital, down time costs, loss of opportunity, loss of data and/or loss of goodwill), unless (and then only to the extent) such Losses are caused by an act or omission of Company constituting gross negligence or willful misconduct.

22. **Ethics and Prohibited Corrupt Practices.**

A. Company has a stated Business Partner Code of Conduct which shall be followed by all Persons contracting with Company (a copy of which may be obtained from the “Suppliers” section at www.fcx.com/suppliers/overview) as well as the subcontractors of such Persons. Contractor represents that it has read, understands, and will adhere to, and has required all its Personnel and subcontractors to read, understand, and adhere to, the principles contained in Company’s Business Partner Code of Conduct. Further, Contractor hereby acknowledges, agrees, and certifies that it has obtained, reviewed, and will comply with, and will ensure that each of its subcontractors obtains, reviews, and complies with, Company’s Anti-Corruption Policy (a copy of which may be obtained from the “Suppliers” section at www.fcx.com/suppliers/overview).

B. Company expressly prohibits Contractor and its subcontractors from making, offering, or promising any illegal or otherwise improper payment or transferring anything of value to any Person of Concern, third party, or Company employee (or Contractor employee in the case of subcontractors) in order to provide Services, obtain permits or governmental permissions, or receive or retain Company business (including indirectly in the case of subcontractors) under this Agreement. Company also requires that all documentation submitted to Company including, without limitation, any documentation of expenses for which reimbursement is requested or any invoices for which payment is requested, be complete and accurate both as to the amounts involved and as to the nature of the expenses. Contractor agrees to cooperate with Company in supplying any documentation or justification Company may require in support of payment requests by Contractor. Company will not make payments to Contractor against invoices or payment requests that are inadequately documented.

C. Contractor certifies that in connection with this Agreement it has not directly or indirectly made, offered, or promised, and will not make, offer, or promise, any illegal or otherwise improper payment or transfer of anything of value to any Person of Concern, third party, or Company employee, and that it will comply with all applicable laws, including the Relevant Laws, in the performance of this Agreement.

D. Failure of any certification in this Section 22 to be true or the submission of false supporting documentation shall be grounds for termination for default of this Agreement, and any penalties or fines assessed Company for violations of this Section 22 caused by Contractor, its agents, or its subcontractors may be either deducted from Contractor’s pay applications or invoiced to Contractor at such intervals as may be determined by Company, with each such invoice due and payable within five days of receipt by Contractor.

23. **Sanctions.**

A. Contractor certifies that neither it nor any of its principals or owners, nor any of its subcontractors and their principals or owners, nor any other Person who will provide Services under this Agreement, are listed on the Specially Designated Nationals, Specially Designated Terrorists, and/or Specially Designated Narcotic Traffickers lists maintained by the Office of Foreign Asset Controls, United States Department of Treasury. Contractor certifies that neither it nor any of its principals or owners, nor any of its subcontractors and their principals or owners, nor any other Person who will provide Services under this Agreement, nor any financial institution to or through which funds will be transferred in satisfaction of any portion of this Agreement, are the subject of any other United States, United Nations, United Kingdom or European Union sanctions programs, or of any blocking or denial order by the United States, United Nations, United Kingdom or European Union.

B. Any amounts owed to Contractor that are frozen, held, or confiscated by, or at the direction of, any Governmental Authority due to a failure of one or more of the certifications set forth in this Section 23 to be true will not be paid to Contractor unless and until such amounts are released by, or approved for release by, such Governmental Authority.

24. **Human Rights Policy; Social Performance Policy.**

A. Contractor acknowledges and agrees that it has read Company’s Human Rights Policy (a copy of which may be obtained from the “Suppliers” section at www.fcx.com/suppliers/overview) and that the Human Rights Policy requires that it respect International Human Rights. Consistent with this, Contractor warrants and agrees that Contractor and its subcontractors, and their respective employees, directors, officers, and other representatives, shall respect and comply with Company’s Human Rights Policy and any International Human Rights. Contractor warrants and agrees that it will (i) promptly investigate any allegations of International Human Rights violations allegedly caused by Contractor or any subcontractor that are brought to its attention, (ii) notify Company and the complainant of the results of that investigation, and (iii) take appropriate remedial action where such investigations confirm

International Human Rights violations have occurred. Contractor shall report to Company all grievances against Contractor or its subcontractors (to the extent Contractor is aware of same) by third parties regarding International Human Rights matters. Contractor's failure to abide by this provision shall be deemed a material breach of this Agreement entitling Company to terminate this Agreement pursuant to Section 15. Company shall have the right to require that Contractor provide a copy of Company's Human Rights Policy to each subcontractor, each subcontractor (of any tier) of all subcontractors, and to the respective employees and representatives of each of the foregoing. Contractor will provide periodic certificates of compliance with this Section 24(A) upon request by Company.

B. Contractor acknowledges and agrees that it has read Company's Social Performance Policy (a copy of which may be obtained from the "Suppliers" section at www.fcx.com/suppliers/overview). Contractor understands and agrees that Contractor and its subcontractors are expected to perform all Services in a manner that is consistent with Company's Social Performance Policy.

25. **Cybersecurity.** To the knowledge of Contractor, there has been no security breach or other compromise of or relating to any information technology and computer systems, networks, hardware, software, data, or equipment ("IT Systems and Data") owned by Contractor, its subsidiaries or affiliated entities, and none of Contractor, its subsidiaries and affiliated entities have received any written notice of, or have any knowledge of, any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data. Contractor, its subsidiaries and affiliated entities are presently in material compliance with all applicable laws and all applicable judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the protection of their IT Systems and Data from a security breach or unauthorized use, access, misappropriation, modification or other compromise; and Contractor has implemented commercially reasonable backup and disaster recovery technology. If Contractor becomes aware of any such security breach or other compromise or any event or condition that would reasonably be expected to result in a security breach or other compromise of its IT Systems and Data, then, notwithstanding any other provisions relating to the providing of notices under this Agreement, Contractor shall notify Company thereof by electronic mail, with read receipt, to each of the following electronic mail addresses within twenty-four (24) hours of becoming aware of same: MIS_Security@fmi.com; VendorAffairs@fmi.com; and the electronic mail address for Company as provided in this Agreement. Further, Contractor, its subsidiaries and affiliated entities shall develop and maintain their own cybersecurity practices consistent with commercially reasonable information technology standards for similarly situated companies, which shall include, but are not limited to, having a strong password policy and a mature cybersecurity infrastructure to prevent Contractor's email system, network and other applications from being compromised.

26. **Registration Process Requirements.**

A. Contractor shall comply fully with Company's registration process requirements for Company's vendors/contractors as communicated by Company to Contractor including, without limitation, enabling Multi-Factor Authentication ("MFA") to provide increased security on the Ariba Network in accordance with the MFA instructions attached as Schedule A hereto and made a part hereof. Contractor shall conform to the use of the MFA software and shall keep dependent software up to date on its devices to support MFA. Contractor shall train its employees and/or other representatives who interact with Company in connection with this Agreement on the importance of complying with MFA security requirements. If Contractor fails to comply fully with Company's registration process requirements and enable MFA as required herein within thirty (30) days of Contractor's execution of this Agreement (or, if such process requirements are implemented by Company after execution of this Agreement, within thirty (30) days of such process requirements being communicated to Contractor by Company), or if Contractor fails thereafter to utilize such features consistently and correctly, then Contractor will be deemed to be in default under this Agreement and Company will have all rights and remedies available to it under Section 15 of this Agreement.

B. In the event Company suffers any Losses including, without limitation, any Losses arising out of a fraud perpetrated by a third party, resulting from Contractor's failure (i) to complete all registration process requirements and enable MFA as required herein or (ii) to utilize such features consistently and correctly after such completion and enabling, Contractor shall indemnify Company Indemnified Parties for, from and against any such Losses.

27. **Local Papuan Employment.** Company is committed to utilizing local Papuan labor when commercially reasonable for Services performed by Indonesian National entities at the Company's mine site in Papua, Indonesia. As such, Contractor will use commercially reasonable efforts to utilize individuals of Papuan descent and native to the island of Papua, Indonesia during the performance of the Services described within this Agreement.

28. **Entire Agreement and Amendments.** No change, modification of or addition to this Agreement shall be effective unless in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, understandings and agreements, written or oral, with respects to the Services.

29. **Severability.** In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

30. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that delivery of this Agreement may be effected by means of an exchange of electronic copies and such copies shall constitute originals of this Agreement for all purposes.

31. **Headings**. The headings set out in this Agreement are for convenience only, and are not to be used in the construction or interpretation of any of the provisions in this Agreement.

[Remainder of page intentionally left blank]

APPENDIX 1 - Voluntary Principles on Security and Human Rights

The Governments of the United States and the United Kingdom, companies in the extractive and energy sectors (“Companies”), and non-governmental organizations, all with an interest in human rights and corporate social responsibility, have engaged in a dialogue on security and human rights.

The participants recognize the importance of the promotion and protection of human rights throughout the world and the constructive role business and civil society (including non-governmental organizations, labor/trade unions and local communities) can play in advancing these goals. Through this dialogue, the participants have developed the following set of voluntary principles to guide Companies in maintaining the safety and security of their operations within an operating framework that ensures respect for human rights and fundamental freedoms. Mindful of these goals, the participants agree to the importance of continuing this dialogue and keeping under review these principles to ensure their continuing relevance and efficacy.

Acknowledging that security is a fundamental need, shared by individuals, communities, businesses and governments alike, and acknowledging the difficult security issues faced by Companies operating globally, we recognize that security and respect for human rights can and should be consistent;

Understanding that governments have the primary responsibility to promote and protect human rights and that all parties to a conflict are obliged to observe applicable international humanitarian law, we recognize that we share the common goal of promoting respect for human rights, particularly those set forth in the Universal Declaration of Human Rights, and international humanitarian law;

Emphasizing the importance of safeguarding the integrity of company personnel and property, Companies recognize a commitment to act in a manner consistent with the laws of the countries within which they are present, to be mindful of the highest applicable international standards, and to promote the observance of applicable international law enforcement principles (e.g., the U.N. Code of Conduct for Law Enforcement Officials and the U.N. Basic Principles on the Use of Force and Firearms by Law Enforcement Officials), particularly with regard to the use of force;

Taking note of the effect that Companies’ activities may have on local communities, we recognize the value of engaging with civil society and host and home governments to contribute to the welfare of the local community while mitigating any potential for conflict where possible;

Understanding that useful, credible information is a vital component of security and human rights, we recognize the importance of sharing and understanding our respective experiences regarding, *inter alia*, best security practices and procedures, country human rights situations, and public and private security, subject to confidentiality constraints;

Acknowledging that home governments and multilateral institutions may, on occasion, assist host governments with security sector reform, developing institutional capacities and strengthening the rule of law, we recognize the important role Companies and civil society can play in supporting these efforts;

We hereby express our support for the following voluntary principles regarding security and human rights in the extractive sector, which fall into three categories, risk assessment, relations with public security and relations with private security:

RISK ASSESSMENT

The ability to assess accurately risks present in a Company's operating environment is critical to the security of personnel, local communities and assets; the success of the Company's short and long-term operations; and to the promotion and protection of human rights. In some circumstances, this is relatively simple; in others, it is important to obtain extensive background information from different sources; monitoring and adapting to changing, complex political, economic, law enforcement, military and social situations; and maintaining productive relations with local communities and government officials.

The quality of complicated risk assessments is largely dependent on the assembling of regularly updated, credible information from a broad range of perspectives – local and national governments, security firms, other companies, home governments, multilateral institutions and civil society knowledgeable about local conditions. This information may be most effective when shared to the fullest extent possible (bearing in mind confidentiality considerations) between Companies, concerned civil society, and governments.

Bearing in mind these general principles, we recognize that accurate, effective risk assessments should consider the following factors:

- Identification of security risks. Security risks can result from political, economic, civil or social factors. Moreover, certain personnel and assets may be at greater risk than others. Identification of security risks allows a Company to take measures to minimize risk and to assess whether Company actions may heighten risk.
- Potential for violence. Depending on the environment, violence can be widespread or limited to particular regions, and it can develop with little or no warning. Civil society, home and host government representatives and other sources should be consulted to identify risks presented by the potential for violence. Risk assessments should examine patterns of violence in areas of Company operations for educational, predictive and preventative purposes.
- Human rights records. Risk assessments should consider the available human rights records of public security forces, paramilitaries, local and national law enforcement, as well as the reputation of private security. Awareness of past abuses and allegations can help Companies to avoid recurrences as well as to promote accountability. Also, identification of the capability of the above entities to respond to situations of violence in a lawful manner (i.e., consistent with applicable international standards) allows Companies to develop appropriate measures in operating environments.
- Rule of law. Risk assessments should consider the local prosecuting authority and judiciary's capacity to hold accountable those responsible for human rights abuses and for those responsible for violations of international humanitarian law in a manner that respects the rights of the accused.
- Conflict analysis. Identification of and understanding the root causes and nature of local conflicts, as well as the level of adherence to human rights and international humanitarian law standards by key actors, can be instructive for the development of strategies for managing relations between the Company, local communities, Company employees and their unions, and host governments. Risk assessments should also consider the potential for future conflicts.
- Equipment transfers. Where Companies provide equipment (including lethal and non-lethal equipment) to public or private security, they should consider the risk of such transfers, any relevant export licensing requirements, and the feasibility of measures to mitigate foreseeable negative

consequences, including adequate controls to prevent misappropriation or diversion of equipment which may lead to human rights abuses. In making risk assessments, companies should consider any relevant past incidents involving previous equipment transfers.

INTERACTIONS BETWEEN COMPANIES AND PUBLIC SECURITY

Although governments have the primary role of maintaining law and order, security and respect for human rights, Companies have an interest in ensuring that actions taken by governments, particularly the actions of public security providers, are consistent with the protection and promotion of human rights. In cases where there is a need to supplement security provided by host governments, Companies may be required or expected to contribute to, or otherwise reimburse, the costs of protecting Company facilities and personnel borne by public security. While public security is expected to act in a manner consistent with local and national laws as well as with human rights standards and international humanitarian law, within this context abuses may nevertheless occur.

In an effort to reduce the risk of such abuses and to promote respect for human rights generally, we have identified the following voluntary principles to guide relationships between Companies and public security **regarding security provided to Companies:**

Security Arrangements

- Companies should consult regularly with host governments and local communities about the impact of their security arrangements on those communities.
- Companies should communicate their policies regarding ethical conduct and human rights to public security providers, and express their desire that security be provided in a manner consistent with those policies by personnel with adequate and effective training.
- Companies should encourage host governments to permit making security arrangements transparent and accessible to the public, subject to any overriding safety and security concerns.

Deployment and Conduct

- The primary role of public security should be to maintain the rule of law, including safeguarding human rights and deterring acts that threaten Company personnel and facilities. The type and number of public security forces deployed should be competent, appropriate and proportional to the threat.
- Equipment imports and exports should comply with all applicable law and regulations. Companies that provide equipment to public security should take all appropriate and lawful measures to mitigate any foreseeable negative consequences, including human rights abuses and violations of international humanitarian law.
- Companies should use their influence to promote the following principles with public security: (a) individuals credibly implicated in human rights abuses should not provide security services for Companies; (b) force should be used only when strictly necessary and to an extent proportional to the threat; and (c) the rights of individuals should not be violated while exercising the right to exercise freedom of association and peaceful assembly, the right to engage in collective bargaining,

or other related rights of Company employees as recognized by the Universal Declaration of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.

- In cases where physical force is used by public security, such incidents should be reported to the appropriate authorities and to the Company. Where force is used, medical aid should be provided to injured persons, including to offenders.

Consultation and Advice

- Companies should hold structured meetings with public security on a regular basis to discuss security, human rights and related work-place safety issues. Companies should also consult regularly with other Companies, host and home governments, and civil society to discuss security and human rights. Where Companies operating in the same region have common concerns, they should consider collectively raising those concerns with the host and home governments.
- In their consultations with host governments, Companies should take all appropriate measures to promote observance of applicable international law enforcement principles, particularly those reflected in the U.N. Code of Conduct for Law Enforcement Officials and the U.N. Basic Principles on the Use of Force and Firearms.
- Companies should support efforts by governments, civil society and multilateral institutions to provide human rights training and education for public security as well as their efforts to strengthen state institutions to ensure accountability and respect for human rights.

Responses to Human Rights Abuses

- Companies should record and report any credible allegations of human rights abuses by public security in their areas of operation to appropriate host government authorities. Where appropriate, Companies should urge investigation and that action be taken to prevent any recurrence.
- Companies should actively monitor the status of investigations and press for their proper resolution.
- Companies should, to the extent reasonable, monitor the use of equipment provided by the Company and to investigate properly situations in which such equipment is used in an inappropriate manner.
- Every effort should be made to ensure that information used as the basis for allegations of human rights abuses is credible and based on reliable evidence. The security and safety of sources should be protected. Additional or more accurate information that may alter previous allegations should be made available as appropriate to concerned parties.

INTERACTIONS BETWEEN COMPANIES AND PRIVATE SECURITY

Where host governments are unable or unwilling to provide adequate security to protect a Company's personnel or assets, it may be necessary to engage private security providers as a complement to public security. In this context, private security may have to coordinate with state forces (law enforcement, in particular) to carry weapons and to consider the defensive local use of force. Given the risks associated with such activities, we recognize the following voluntary principles to guide private security conduct:

- Private security should observe the policies of the contracting Company regarding ethical conduct and human rights; the law and professional standards of the country in which they operate; emerging best practices developed by industry, civil society, and governments; and promote the observance of international humanitarian law.
- Private security should maintain high levels of technical and professional proficiency, particularly with regard to the local use of force and firearms.
- Private security should act in a lawful manner. They should exercise restraint and caution in a manner consistent with applicable international guidelines regarding the local use of force, including the U.N. Principles on the Use of Force and Firearms by Law Enforcement Officials and the U.N. Code of Conduct for Law Enforcement Officials, as well as with emerging best practices developed by Companies, civil society, and governments.
- Private security should have policies regarding appropriate conduct and the local use of force (e.g., rules of engagement). Practice under these policies should be capable of being monitored by Companies or, where appropriate, by independent third parties. Such monitoring should encompass detailed investigations into allegations of abusive or unlawful acts; the availability of disciplinary measures sufficient to prevent and deter; and procedures for reporting allegations to relevant local law enforcement authorities when appropriate.
- All allegations of human rights abuses by private security should be recorded. Credible allegations should be properly investigated. In those cases where allegations against private security providers are forwarded to the relevant law enforcement authorities, Companies should actively monitor the status of investigations and press for their proper resolution.
- Consistent with their function, private security should provide only preventative and defensive services and should not engage in activities exclusively the responsibility of state military or law enforcement authorities. Companies should designate services, technology and equipment capable of offensive and defensive purposes as being for defensive use only.
- Private security should (a) not employ individuals credibly implicated in human rights abuses to provide security services; (b) use force only when strictly necessary and to an extent proportional to the threat; and (c) not violate the rights of individuals while exercising the right to exercise freedom of association and peaceful assembly, to engage in collective bargaining, or other related rights of Company employees as recognized by the Universal Declaration of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.
- In cases where physical force is used, private security should properly investigate and report the incident to the Company. Private security should refer the matter to local authorities and/or take disciplinary action where appropriate. Where force is used, medical aid should be provided to injured persons, including to offenders.
- Private security should maintain the confidentiality of information obtained as a result of its position as security provider, except where to do so would jeopardize the principles contained herein.

To minimize the risk that private security exceed their authority as providers of security, and to promote respect for human rights generally, we have developed the following additional voluntary principles and guidelines:

- Where appropriate, Companies should include the principles outlined above as contractual provisions in agreements with private security providers and ensure that private security personnel are adequately trained to respect the rights of employees and the local community. To the extent practicable, agreements between Companies and private security should require investigation of unlawful or abusive behavior and appropriate disciplinary action. Agreements should also permit termination of the relationship by Companies where there is credible evidence of unlawful or abusive behavior by private security personnel.
- Companies should consult and monitor private security providers to ensure they fulfill their obligation to provide security in a manner consistent with the principles outlined above. Where appropriate, Companies should seek to employ private security providers that are representative of the local population.
- Companies should review the background of private security they intend to employ, particularly with regard to the use of excessive force. Such reviews should include an assessment of previous services provided to the host government and whether these services raise concern about the private security firm's dual role as a private security provider and government contractor.
- Companies should consult with other Companies, home country officials, host country officials, and civil society regarding experiences with private security. Where appropriate and lawful, Companies should facilitate the exchange of information about unlawful activity and abuses committed by private security providers.

[Remainder of page intentionally left blank]

Schedule A – Multi-Factor Authentication

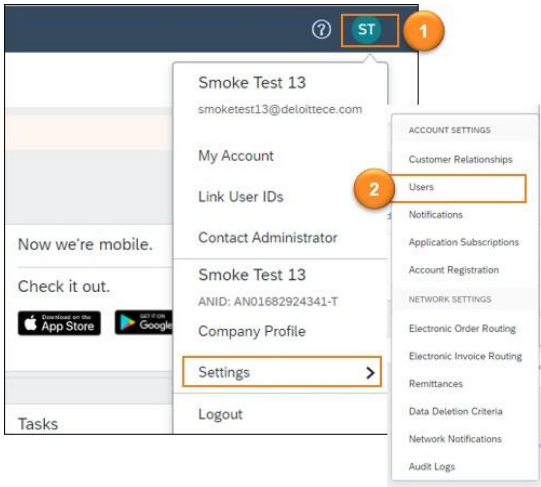
How to enable Multi-Factor Authentication (MFA) on Ariba Network Account

What is Multifactor Authentication and what are the benefits of its use?

- Multifactor authentication is a two-step verification process where users are required to authenticate themselves a second time using a time-based verification code.
- Multi-factor authentication is an additional layer of security to prevent unauthorized access to your account and protect the data compared to the single step authentication process.
- With multifactor authentication enabled for login, users are required to perform the two-step verification process to log in to Ariba Network.
- When multifactor authentication is enabled for an organization, users must install an authenticator application such as SAP Authenticator from iTunes (for iOS devices) or from Google Play (for Android devices) in their hand-held devices to generate a time-based verification code (also called time-based one-time password). The time-based verification code setup is also compatible with third-party authenticators such as Google Authenticator or Microsoft Authenticator.

How to Enable Multifactor Authentication:

NOTE: To perform the following steps, you must be the Administrator of your Supplier Ariba Network Account.

1	Click on the icon with your initials in the top right corner.
2	Select “Settings”, then select “Users”.
	
3	On the Account Settings screen, go to “ Manage User Authentication ”.
4	Check the box next to “Require multi-factor authentication for login”. This is required by Freeport for all Suppliers to ensure account security and prevent from potential frauds.
5	A pop-up message will appear, confirm the enablement of MFA by clicking “ Yes ”.

Account Settings

Customer Relationships Users Notifications Application Subscriptions Account Registration

Manage Roles Manage Users **Manage User Authentication** 3

Multi-factor Authentication User Setup (0)

☐ Require multi-factor authentication for critical fields

☒ Require multi-factor authentication for login 4

[Configure multi-factor authentication settings](#)

MULTIFACTOR AUTHENTICATION AT LOGIN

You are enabling multi-factor authentication for login. This does not affect login immediately. Are you sure you want to continue?

5

6

Please “**Save**” your changes. You will see a confirmation message on the top that you profile has been updated.

7

Next time you log into your Ariba Network account, you will see this message. Please **follow the instructions on the screen**.
 You will be asked to download and install an **SAP Authenticator application** (*or any compatible authenticator application such as Google Authenticator or Microsoft Authenticator*) on your mobile phone, and:

- Scan the QR code displayed on the page, and enter the code in the **Time-based Verification Code** input box, **or**
- Enter the secure key displayed on the page in the **Time-based Verification Code** input box.

Account Settings 6

✓ Your profile has been successfully updated.

Customer Relationships Users Notifications Application Subscriptions Account Registration

Enable Multi-factor Authentication


Your organization's Ariba Network administrator requires you to set up multi-factor authentication to login to the application and/or to change passwords or change some configuration related settings. You can set up multi-factor authentication either now or at a later time.

Perform the following steps to set up multi-factor authentication:

- On your smart phone, download and install an authenticator application. SAP Ariba confirms that SAP Authenticator is a supported option. You can download it from : iTunes or Google Play
- Open the authenticator application and scan the bar code below, or manually enter the secure key displayed below. The authenticator application displays a time-based verification code.

Secure Key:
MNRK2GZGJLUNR

Bar Code



• On this page, in the Time-based Verification Code input field, enter the verification code that is generated and displayed by the authenticator application on your smart phone.

Your administrator has set up multi-factor authentication. Type the 6-digit verification code generated by the authenticator application on your device and click on the Submit button.

Time-based Verification Code *

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