

General terms and conditions of purchase of BP in the Netherlands

1. Applicability

- 1.1 These terms and conditions (hereinafter “General Terms and Conditions”) are applicable to all agreements, including Purchase Orders (hereinafter “PO”), in which Castrol Nederland B.V– BP Nederland (traderegister number 80679331) and/or BP Raffinaderij Rotterdam B.V. (traderegister number 241.78.415), hereinafter individually and/or together referred to as: “BP”, acts as principal towards a service provider, hereinafter referred to as: “Agent/Supplier”, including but not limited to the supply of goods, the provision of services, contracting of work and all further work that must be carried out within the scope of the agreements referred to hereinbefore, hereinafter referred to as: “Agreement(s)”.
- 1.2 Any amendments to the Agreement can only be agreed with prior written approval of BP, by a duly authorized officer.
- 1.3 Applicability of any general terms and conditions of the Agent/Supplier is explicitly rejected by BP, which rejection/non-applicability is confirmed by the Agent/Supplier by its acceptance, or execution, of the Agreement.

2. Creation of the Agreement

- 2.1 The Agreement can only be created as follows:
 - if a quotation from the Agent/Supplier is followed by an order, the Agreement shall be created at the moment when the order is submitted in writing by BP by a duly authorized officer;
 - if an order is granted on the basis of a non-binding quotation from the Agent/Supplier, the Agreement shall be created if the offer is not withdrawn by the Agent/Supplier within two working days after acceptance by BP;
 - if an order is issued without a quotation from the Agent/Supplier, the Agreement shall be created if the written acceptance is received from the Agent/Supplier within 5 working days after the order has been issued, and/or if a start has been made with the work within such term in accordance with the Agreement. If within 10 working days no acceptance has been received from the Agent/Supplier, BP shall be at liberty to conclude that no Agreement whatsoever has been created, without requiring BP to compensate any expenses and/or damages whatsoever.
 - if an order is provided by BP by sending a Purchase Order, and this order is subsequently executed by Agent/Supplier.

3. Changes

- 3.1 BP has the right to order the Agent/Supplier to change the volume and/or the nature of the deliverable goods and/or work to be carried out. If in the opinion of the Agent/Supplier this leads to financial, technical and/or time consequences, the Agent/Supplier shall notify BP thereof in writing before complying with the change. Parties must subsequently reach agreement about the terms and conditions on which the change shall be carried out. If the parties fail to reach agreement, BP shall have the right to terminate the Agreement by means of a written notification to the Agent/Supplier, without requiring BP to pay any compensation of damage whatsoever.
- 3.2 The Agent/Supplier is obliged to carry out any change instructed by BP, even if the parties have not reached final agreement with respect to the consequences thereof.

4. Prices and payment conditions

- 4.1 The agreed prices are fixed and cannot be amended, unless agreed otherwise in writing.
- 4.2 Invoicing shall be effected after all deliveries/work in accordance with the Agreement has/have been carried out and approved by BP. The Agent/Supplier must send substantiation documentation along with the invoice. Payment shall be effected within 45 days after approval of the invoice by BP. If and insofar as an invoice is only approved in part, BP shall only be obliged to pay the approved portion of the invoice amount.

5. General obligations on the part of the Agent/Supplier

- 5.1 The obligations and work of the Agent/Supplier include the provision of all supplies and work necessary for the proper and complete fulfilment of the Agreement.
- 5.2 BP has the right to instruct the Agent/Supplier to provide security in the form of an unconditional and irrevocable bank guarantee from a banking institution to be designated by BP.
- 5.3 The Agent/Supplier must carry out the Agreement itself. If specific work is sub-contracted by the Agent/Supplier to third parties with the written approval of BP, the Agent/Supplier shall ensure that the terms and conditions of this Agreement shall be fully applicable to the fulfilment of said work by such third parties. The Agent/Supplier is and shall at all times remain fully responsible for the work of third parties, if any, during the fulfilment of the Agreement, as if it were its own

performance, and shall indemnify BP from any possible claims by third parties involved. All rights of BP shall also remain in full force.

- 5.4 The Agent/Supplier is responsible for its working conditions and safety at work, and is required to comply with all applicable legal regulations, guidelines of the Inspectorate SZW and the locally applicable safety requirements.
- 5.5 The Agent/Supplier is not authorized to transfer any rights from the Agreement howsoever, including but not limited to claims by the Agent/Supplier against BP, or to pledge, and/or otherwise transfer and/or encumber them.
- 5.6 Before commencing to fulfil the Agreement, the Agent/Supplier must fully acquaint itself with all circumstances – including but not limited to the working site and the soil conditions – which may affect the fulfilment of its work. Any possible consequences of aforementioned circumstances shall be entirely at the expense and risk of the Agent/Supplier and shall not constitute any ground whatsoever for extension of the term and/or additional payment.
- 5.7 If and insofar as legislation with respect to liability for wages & salaries, tax and social security contributions as outsourcing company or principal is applicable to deliveries and/or work, the Agent/Supplier must keep records relating to this Agreement in such a manner that the actual costs of labour can be determined. BP is authorized to pay a part of the Agreement sum to be determined by BP into the “G-rekening” (blocked account) of the Agent/Supplier, or to pay it directly to the institutions referred to in aforementioned legislation.

6. Warranties

- 6.1 The Agent/Supplier warrants as a minimum: that the delivered goods and/or the work carried out meet the requirements of the Agreement, possess the qualities that have been promised, are free from any defects, are suitable for their intended purpose and as a minimum meet the legal requirements and other government regulations as are applicable at the time of the fulfilment, including the requirements as set out below in Articles 12, 14, 15, 16 and 17 of these General Terms and Conditions.
- 6.2 The warranties referred to in article 6.1 above and any additional warranties shall commence from the delivery of goods and/or fulfilment of work until the final approval by BP, followed by a period of 5 years, unless parties explicitly agree a different period in writing.
- 6.3 If it turns out that the goods and/or work fail to meet the requirements stated in article 6.1, regardless of the results of any inspection and testing as referred to in article 7.1, the Agent/Supplier shall repair or replace the delivered goods and/or the work carried out at its own expense and risk upon first request of BP, unless BP chooses to terminate the Agreement as laid down in article 10, without prejudice to the entitlement of BP to damages. In the event of repair and/or replacement, a new 5-year warranty period shall enter into force for the relevant goods and/or work.
- 6.4 If the Agent/Supplier does not proceed to repair and/or replacement as referred to in article 6.3, BP shall have the right – without prejudice to its other rights – to repair or replace the the defective goods and/or work itself or to have them repaired or replaced, and to recover all costs and damages from the Agent/Supplier.
- 6.5 BP shall at all times have the right to set off any potential costs and damages against any amounts payable to the Agent/Supplier.
- 6.6 The warranties referred to in article 6.1 above and any other warranties shall not affect any and all other rights of BP.

7. Inspection and testing

- 7.1 BP has the right to inspect and test the work and/or the goods or parts thereof - or to have them inspected and tested - both prior to supply/delivery and afterwards. The Agent/Supplier shall notify BP in good time where and when a conformity assessment of the work and/or delivered goods is possible.
- 7.2 The Agent/Supplier shall enable BP to inspect and test without posing any restrictions and shall provide the necessary facilities and assistance.

8. Supply/delivery

- 8.1 Supply/delivery shall take place no later than the agreed date or period laid down in the Agreement, at BP's site or at a different location specified by BP.

- 8.2 As soon as the Agent/Supplier is aware or ought reasonably to be aware that the supply/delivery shall not take place, or will be late or non-compliant the Agent/Supplier shall immediately notify BP thereof in writing, stating the circumstances that give rise to such non-fulfilment.
- 8.3 The risk associated with delivered goods and/or work carried out shall not be transferred to BP until written approval has been obtained from BP.
- 8.4 In respect of deliverable goods:
- the Agent/Supplier must pack, insure and/or secure the goods such that they shall arrive at their place of destination in good working order by standard transport;
 - all deliverable goods (complete with order number, item number and part number) must be accompanied by a packing list stating the description and quantity of the deliverable goods. All packages must be clearly labelled on the outside with BP's order number;
 - for the supply of goods with a unit weight of 1000 kg or more, the Agent/Supplier must notify the warehousing department of BP at least 24 hours before delivery regarding the expected time of delivery.
- 8.5 The INCOTERMS 2010 published by the International Chamber of Commerce shall apply in relation to the interpretation of the terms of delivery.
9. Ownership and Right of retention
- 9.1 The ownership of delivered goods and/or (products of) work carried out shall be transferred to BP upon supply/delivery.
- 9.2 In the event of advance payment or payment via instalments, BP may demand that ownership shall be transferred to BP at an earlier date. In these cases the Agent/Supplier shall label the goods and/or the corresponding materials and parts as property of BP and shall indemnify BP, including but not limited to, any loss, damage and claims by third parties.
- 9.3 Under no circumstances shall the Agent/Supplier have any rights of retention and/or rights to suspend performance with respect to delivered goods and/or (products of) work carried out; in this respect the Agent/Supplier explicitly waives such rights.
10. Termination
- 10.1 BP has the right to terminate the Agreement by means of written notification to the Agent/Supplier:
- if after the expiry of 7 days after written notification by BP the Agent/Supplier fails to fulfil one or any of its obligations by virtue of the Agreement or of further contracts arising therefrom, or fails to fulfil such obligations in time or properly,
 - in the event of a winding-up, submission of an application for an administration order and/or suspension of business, close of operations or liquidation of the company of the Agent/Supplier;
 - if a circumstance leading to force majeure continues for more than 14 days;
 - if the Agent/Supplier breaches, or fails to fulfil timely or properly any of by virtue of the obligations and/or warranties, as they arise from the Articles 12, 14, 15, 16 and 17 of these General Terms and Conditions, or if Agent/Supplier, according to BP's exclusive judgment, fails to meet the requirements with respect to the required level of safety.
- 10.2 Where article 10.1 applies, BP shall not be liable for expenses and/or damages of any nature whatsoever to the Agent/Supplier, without prejudice to the rights of BP to receive full compensation for damages and expenses.
- 10.3 Without prejudice to the provisions of article 10.1, BP shall at all times have the right to terminate the Agreement by written notification to the Agent/Supplier. The parties shall then determine the consequences of the termination, in which case BP shall only consider compensation of reasonably incurred expenses, if and insofar as the Agent/Supplier has not been compensated already for such expenses pursuant to the Agreement, and shall not be liable for any other costs. Under no circumstances shall BP be liable to compensate the Agent/Supplier for any possible indirect damages and/or loss of profit.
- 10.4 Regardless of the reason for termination, BP shall at all times have the right to carry out the supplies and/or work referred to in the Agreement itself or to have it carried out by third parties.
- 10.5 All claims that BP may have in these circumstances against the Agent/Supplier, now or in the future shall be immediately and fully payable on the date of termination of the Agreement.

10.6 The Agent/Supplier is not entitled to terminate the Agreement, unless the parties have explicitly agreed otherwise in writing.

11. Liability, force majeure and indemnification

11.1 Agent/Supplier carries out the Agreement entirely at its own expense and risk and is liable for all expenses and damage – both directly and indirectly and including any possible damage due to loss of profit – suffered by BP or third parties following and/or in connection with the fulfilment of the Agreement, except in case of demonstrable force majeure.

11.2 Force majeure as referred to in article 11.1 shall not in any event include: shortage of employees, disability of employees, strikes, late supply/delivery, unsuitability of materials, incomplete supply of goods and/or performance of work, cash flow and/or solvency problems on the part of the Agent/Supplier, and/or unworkable weather conditions. 'Force majeure' shall in all events include: strikes by (employees of) BP and/or strikes by third parties, which affect the obligations of BP pursuant to the Agreement.

11.3 The Agent/Supplier shall indemnify BP from all claims by third parties, in whichever form, pursuant to liability as referred to in article 11.1. Article 11.1 also qualifies as a third-party clause.

11.4 The Agent/Supplier shall take out adequate liability insurance as referred to in this article from a first class insurance company with a minimum cover of € 1,000,000.- per event, and shall give BP access to the insurance policy upon request.

11.5 The Agent/Supplier shall also indemnify BP from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by BP or any BP Affiliate arising out of, or in any way connected with a breach by the Agent/Supplier of any of the provisions of clauses with respect to IP Warranties, Reputation Warranty, HSSEQ Requirements, Anti-Bribery and Corruption, Compliance With Laws including Business and Human Rights Policy and Compliance with International Trade Regulations and/or Confidentiality and Digital Security of these General Terms and Conditions and/or any PO.

12. Intellectual property

12.1 The Agent/Supplier guarantees that the use, including but not limited to, resale of the delivered goods and/or work carried out by the Agent/Supplier shall not lead to any infringement of patent rights, trade mark rights, copyrights or any other rights of third parties.

12.2 The Agent/Supplier shall indemnify BP from any claims arising from any sort of infringement as referred to in article 12.1 and shall compensate BP for all expenses and damages together with interest thereon caused by such an infringement.

13. Resources and technical data

13.1 Any resources made available by BP or purchased or produced at the expense of BP by the Agent/Supplier such as drawings, models, moulds and so on shall respectively remain or become the property of BP upon purchase or after production.

13.2 In relation to the aforementioned resources, the Agent/Supplier shall:

- submit them to BP for approval at the request of BP;
- label them as the property of BP, such that it is obvious to third parties;
- keep them in good working order and insure them at its expense against all risks;
- not change them and/or deviate from them;
- make them available upon first request of BP and at the latest upon supply/delivery; and
- if it relates to drawings and other documents, to make them suitable for micro filming in accordance with NEN 3526, or any other agreed format in accordance with the BP information transfer specification (I.O.S).

14. Miscellaneous applicable regulations

14.1 The following general regulations of BP are applicable:

- BP's Code of Conduct, dealing with the following issues, i.e.: health, safety, security and the environment, employees, business relations, governments and communities, business properties and financial integrity. In connection with the Agent/Supplier's performance of the Agreement, the Agent/Supplier agrees to act consistently with BP's Code of Conduct which is found at: <http://www.bp.com/codeofconduct> and to adhere to the principles relating to human rights, and non-

retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by BP to be a material breach of the Agreement.

- BP HSSEQ requirements (Health, Safety, Security, Environmental and Quality Provisions) means all regulations, requirements, procedures, practices, systems and policies applicable at a BP or BP Affiliate or third party premises at which the Goods and/or Services are supplied/performed, from time to time so far as they relate to HSSEQ matters, including but not limited to the contents of the BP Local Operating Management System Handbook and all applicable BP or BP Affiliate operating procedures and practices that apply to the provision of any equipment and the supply of the Goods and/or Services.

The Agent/Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with all applicable statutory obligations and industry standards.

If Goods and/or Services are to be delivered at a Delivery Address, the Agent/Supplier shall also comply with BP's policy, regulations and procedures regarding the HSSEQ-regulation applicable in effect at the relevant Delivery Address. The Agent/Supplier shall procure that the Sub-Contractors, the Personnel and all other persons engaged for the purpose of the PO abide by the aforementioned policy, regulations and procedures and such directions as may be issued by BP's security officers when working at the Delivery Address and other BP premises.

- Specific regulations for the BP-site(s) where the Agreement(s) are conducted.

- 14.2 The Agent/Supplier guarantees to BP that the work of the Agent/Supplier, its employees or employees of third parties who are involved in the fulfilment of the Agreement, meets the applicable legal regulations in the area of safety at work, and that the Agent/Supplier shall maintain an effective collaboration with BP in the interest of a proper fulfilment of the work.
- 14.3 The Agent/Supplier guarantees to BP that any staff that it has engaged for the purpose of the ordered work possess a high degree of expertise in their relevant disciplines and also possesses the necessary know-how with respect to regulations concerning safety, health and the environment, which are applicable to the premises of BP relevant to the ordered work, and that the persons that it has engaged shall strictly comply with the aforementioned regulations.
- 14.4 If in the opinion of BP any employees are not adequately qualified, BP has the right to order the removal of such employees from the premises, and the Agent/Supplier shall be obliged to replace them with due observance of the provisions of article 14.3.
- 14.5 The Agent/Supplier shall ensure that its presence or the presence of its employees or employees of third parties who are involved in the fulfilment of the Agreement on the company premises of BP shall not cause any hindrance to the uninterrupted business operations of BP and work of third parties.
- 14.6 During their presence on the company premises of BP the persons mentioned in article 14.5 must strictly comply with the legal regulations applicable there and the regulations drawn up by BP.
- 14.7 Before a start can be made with the work set forth in the Agreement, the persons mentioned in article 14.5 must have been notified to the security department of BP, must have attended an induction concerning the regulations drawn up by BP with respect to, including but not limited to, safety, and must be provided with (a) valid access pass(es).
15. Compliance with laws including BP Business and Human Rights Policy and international trade regulations
- 15.1 'Laws' means statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any judgment of a relevant court of law or decision of a tribunal or competent authority, and to the extent applicable enforceable community rights within the European Union.
- 15.2 The Agent/Supplier shall observe and abide by and shall require its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO to observe and abide by all applicable laws, regulations and by-laws in relation to the supply of Goods and/or Services including any which may come into force during the period of the PO and shall defend and indemnify BP against any loss, liability, damage or claim including but not limited to legal costs incurred by BP as a result of or in connection with any alleged infringement of such laws, (local) regulations and by-laws etc. asserted against BP arising out of the performance of the PO by the Agent/Supplier or any of its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO.

15.3 The Agent/Supplier shall observe, abide by and fulfil all tax requirements and requirements of social security.

15.4 Without prejudice to the generality of the foregoing, the Agent/Supplier shall comply in particular with the following:

15.4.1 Visas, Permits –

At the Agent/Supplier's (or Sub-Contractors') own expense, the Personnel shall at all times have the required visas, permits (including work and residency permits), licenses or other authorisations necessary to provide the work in relation to the delivery of the Goods and/or Services. Personnel that is not in possession of all required authorisations, shall not be allowed access to BP premises to perform work related to the delivery of Goods and/or Services. In such cases, the Agent/Supplier must bear all costs of any waiting times and/or for returning the said Personnel, and has no right to add these costs to the price of the PO.

15.4.2 If an employment relationship would be claimed or arise between the Personnel and BP, or if BP would be held liable on any grounds because of violation of this Clause 15 by the Agent/Supplier, the Agent/Supplier shall hold BP harmless against all losses, damages, costs-expenses and other liabilities (including legal and other professional fees) resulting from this employment relationship or the violation of Clause 15, and the Agent/Supplier shall fully indemnify BP in this regard. Agent/Supplier shall procure for all preventive measures, in order to avoid any claims, assuming the existence of any employment relationship with BP.

15.5 The Agent/Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable Laws in relation to the Agreement or relevant PO including any which may come into force during the period of the Agreement or relevant PO.

15.6 The Agent/Supplier confirms that it has carefully reviewed the BP Business and Human Rights Policy which is available at: <http://www.bp.com/en/global/corporate/sustainability/society/human-rights/human-rights-policy.html>.

15.7 In connection with the Agent/Supplier's performance of the PO and consistent with the Business and Human Rights Policy, the Agent/Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- a) not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- b) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- c) mitigating or avoiding adverse impacts to communities arising from the Agent/Supplier's activities to the extent practicable.

15.8 The Agent/Supplier shall ensure that it and, if applicable its Sub-Contractors, comply with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar laws of the territory applicable to the PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Agent/Supplier and its Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the PO. The Agent/Supplier shall indemnify and hold harmless BP against all claims relating to any failure by it to comply with Trade Restrictions.

15.9 Except as may be otherwise expressly stated in the PO or agreed in writing by the parties, the Agent/Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of BP. Upon reasonable request, BP shall provide the Agent/Supplier, at no cost to BP, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. BP assumes no responsibility or liability for the Agent/Supplier's failure to properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

15.10 The Agent/Supplier represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.

15.11 BP hereby informs the Agent/Supplier that personal data which BP receives from the Agent/Supplier may be recorded, processed and used by BP as, and to the extent, permitted by law (in particular applicable data protection laws) and that BP reserves the right to record, process and use such data within such legal boundaries; BP may engage third party service providers for the recording, processing and use of such data on behalf of BP.

15.12 If BP engages the Agent/Supplier for the recording, processing and use of personal data on behalf of BP or if BP transfers personal data to the Agent/Supplier for other purposes, then the Agent/Supplier shall comply with all applicable legal provisions, in particular data protection laws, and, if and to the extent necessary pursuant to such legal provisions, enter into a separate written agreement with BP regarding the protection of such data in cases where the Agent/Supplier processes data on behalf of BP.

15.13 Any failure by Agent/Supplier of its Sub-contractors to comply with the provisions, as set out in this Article 15, may constitute a material breach giving rise to termination pursuant to Clause 10 (Termination).

15.14 Compliance with REACH Regulations

Supplier warrants and represents that it has fully registered all substances contained within the Goods which require registrations (to support identified uses as notified by BP) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this Clause, registration of substances within Goods supplied as intermediates shall not be considered full registration unless otherwise agreed with BP.

Supplier warrants and represents that all supplies of the Goods during the Term will be compliant with REACH and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures ("CLP").

Supplier will ensure that once registered, all substances contained within the Goods which require REACH Registration continue to have full registrations in accordance with the provisions of REACH.

Supplier will keep BP regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.

If reasonably requested by BP for the purpose of legal compliance obligations (and subject to BP maintaining the information as confidential in line with clause 17 (Non Disclosure) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods.

Supplier will ensure that the Safety Data Sheet provided to BP accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

15.15 The provisions of this clause 15 shall survive the expiration or termination of this Agreement for any reason.

16. Anti-Corruption, Bribery and Anti-Money Laundering

16.1 The Agent/Supplier acknowledges that BP has a zero tolerance policy towards bribery, corruption and money laundering. The Agent/Supplier confirms and agrees that - in relation to this Agreement - it will comply with anti-bribery and corruption and anti-money laundering laws and regulations applicable to both the Agent/Supplier and BP. In this course the Agent/Supplier will procure that its employees and service providers including, but not limited to, its subcontractors, agents and other intermediaries will not, offer, give, promise to give or authorise the giving to any person who-soever including but not limited to private individuals, commercial organisations, public officials or persons entrusted with special public service functions within the meaning of Article 84 of the Dutch Penal Code ("Wetboek van Strafrecht") ("Public Officials") or any political party, official of a political party, or candidate for public office (together "Beneficiary"), or solicit, accept or agree to accept from any Beneficiary, either directly or indirectly, anything of value including, without limitation, payments including so-called Facilitation Payments, gifts or entertainment (together "advantages"), which might be considered as

improper practice or bribery in order to obtain, influence, induce or reward official or private actions or decisions or securing any improper advantage in connection with this Agreement (the "Anti-Corruption Obligation"). Facilitation Payments shall include infrequent payments/benefits in cash or kind made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) one is entitled to under the laws of the relevant country.

- 16.2 The Agent/Supplier shall: (a) immediately report in writing to BP details of any breach of the Anti-Corruption Obligation in connection with the Agreement; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) in case of any breach of the Anti-Corruption Obligation permit BP to inspect, audit and make copies of any books and records of the Agent/Supplier relating to this Agreement and the Agent/Supplier's compliance with the Anti-Corruption Obligation through an independent and professional auditor who is obliged to observe professional discretion (e. g. certified accountant) appointed by the Agent/Supplier. In case the result of the audit performed is that the Agent/Supplier has breached Anti-Corruption Obligations, BP shall be entitled to reclaim the costs of the audit possibly incurred by BP.
- 16.3 BP shall – notwithstanding any other rights - have the right to terminate this Agreement or suspend any services/supply or payments with immediate effect if BP reasonably believes in good faith that the Agent/Supplier has breached in any material respect any of the requirements set out in this Clause 15.

17. Non-disclosure

- 17.1 Unless stated to the contrary by BP in writing, all information and materials (and copies and derivatives thereof) obtained or made by the Agent/Supplier in connection with the supply of Goods and/or Services to BP under the terms of the PO and/or the Agreement, including but not limited to the developed work, shall be deemed to be confidential information of BP ("Confidential Information"). The Agent/Supplier shall ensure that Confidential Information is treated as confidential, not divulged to any third party and only used to fulfil the Agent/Supplier's obligations to BP under the PO and/or the Agreement (and for no other purpose). Notwithstanding the foregoing, the Agent/Supplier is granted permission to share such Confidential Information with Sub-Contractor(s) and/or Personnel to the extent it needs to be shared to enable the Agent/Supplier to fulfil its obligations to BP under the PO and/or the Agreement (and for no other purpose), provided such Sub-Contractor(s) and Personnel are bound by confidentiality obligations no less onerous than those set out in this Agreement prior to receiving Confidential Information. The Agent/Supplier shall remain liable to BP for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the PO and/or the Agreement.
- 17.2 Upon termination or expiry of the Agreement, the rights granted under the Agreement to use Confidential Information shall immediately cease and the Agent/Supplier shall procure the return of all Confidential Information whether held by the Agent/Supplier or its Sub-Contractors to BP or at BP's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to BP.
- 17.3 The obligations under this clause shall continue until the relevant Confidential Information is in the public domain through no fault of the Agent/Supplier, Sub-Contractor(s) and/or Personnel.
- 17.4 The Agent/Supplier shall protect BP's data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical controls and ensuring that Agent/Supplier Personnel adopt good information security behaviours. The Agent/Supplier agrees that it shall immediately notify BP of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of BP's data; and/or (ii) any accidental loss of BP's data. If an incident referred to in this clause occurs, the Agent/Supplier shall provide all necessary assistance as requested by BP with notifications that may be required under applicable law including but not limited to the requirements set out in the the General Data Protection Regulation 2016/679.. The provisions of this Clause 17 shall survive the expiration or termination of the Agreement and/or a PO for any reason.

18. Applicable law and settlement of disputes

- 18.1 These General Terms and Conditions, the Agreement, and all agreements arising therefrom are exclusively governed by Dutch law. Without prejudice to the foregoing, the Agreement shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods (Weens Koopverdrag).
- 18.2 Any possible disputes arising between parties shall exclusively be brought before the competent Court of Rotterdam.

In the event of any dispute from the interpretation of this translation, the Dutch text of the “Algemene Inkoopvoorwaarden van BP in Nederland” shall prevail.