

## SERVICE ORDER TERMS AND CONDITIONS

### 1. DEFINITIONS

The following terms have the meanings set forth in this Section 1:

**Applicable Jurisdictions** means the United States, the country in which the Services are performed (if Services are performed outside of the United States), and the country in which the Project Site is located (if the Project Site is located outside of the United States).

**Company** means Freeport Minerals Corporation, if it issues this Service Order, or the Freeport Minerals Corporation affiliate or subsidiary that issues this Service Order.

**Company Equipment** means any equipment or machinery owned by, leased to, or otherwise under the direct or indirect control of Freeport Minerals Corporation or Company.

**Company Indemnified Parties** is defined in Section 6.1(a).

**Company Indemnified Party** is defined in Section 6.1(a).

**Company Property** means any property owned by, leased to, or otherwise under the direct or indirect control of Freeport Minerals Corporation or Company.

**Company's Health and Safety Policies** is defined in Section 3.5(b).

**Contact Person** means the Company contact identified or designated as such in this Service Order, which contact has responsibility for ordering and supervising the Services and receiving notices on behalf of Company.

**Contract Sum** means the amount set forth in this Service Order including, but not limited to, authorized adjustments, that is based on the applicable Schedule of Charges and is the total amount payable by Company to Contractor for performance of the Services described in this Service Order.

**Contractor** means the Person designated as contractor in this Service Order to perform the Services.

**Contractor Indemnified Parties** is defined in Section 6.1(b).

**Contractor Indemnified Party** is defined in Section 6.1(b).

**Contractor Representative** means the Contractor contact identified or designated as such in this Service Order, which contact has responsibility for supervising the Services, receiving Revised Service Orders, and receiving notices on behalf of Contractor.

**Contractor's Personnel** is defined in Section 3.8.

**C-TPAT** is defined in Section 3.15.

**Defective Services** means any Services that fail to conform to this Service Order or otherwise prove to be defective or deficient.

**Environmental Law** means any Law relating to environmental protection, public health and safety, or public nuisance or menace.

**Freeport Confidential Information** is defined in Section 7.1.

**Government Official** means any Person qualifying as a public official or a “foreign official” under the laws of the Applicable Jurisdictions or any of the other Relevant Laws including, without limitation, (i) 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 -controlled enterprise, (ii) 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 (iii) an official of a public international organization such as the United Nations, the World Bank, the International Monetary Fund, or a regional development bank.

**Governmental Authority** means any body politic that has jurisdiction over the Services performed including, but not limited to, the United States of America, any state, Indian nation, municipality, or any Person deriving its authority from any such body politic.

**Indemnified Party** is defined in Section 6.1(e).

**Indemnifying Party** is defined in Section 6.1(e).

**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. International 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 30 articles of the United Nations’ Universal Declaration of Human Rights (UDHR).

**IT Systems and Data** is defined in Section 7.3.

**Law** means any international, federal, state, or local law, rule, regulation, code, or ordinance including, but not limited to, technical codes and standards, workers’ compensation legislation, Environmental Laws, the Safety and Health Acts, and all other Laws relating to labor, employment, and safety.

**Lien** means any laborers’, materialmen’s, or mechanics’ lien or other lien, suit, or claim.

**Loss** means any liability, claim, demand, damage, loss, fine, penalty, cause of action, suit, or cost, of any kind or description including, but not limited to, judgments, Liens, expenses (including, but not limited to, court costs, attorneys’ fees, costs of investigation, removal, and remediation and governmental oversight costs), and amounts agreed upon in settlement including, but not limited to, any and all Losses resulting from claims that Company’s use of any work product of the

Services, or any portion of any work product of the Services, infringes or violates any patent, copyright, trade secret, trademark, or other third-party intellectual property right.

**MRA** is defined in Section 3.15.

**MSHA** means the Mine Safety and Health Administration.

**OSHA** means the Occupational Safety and Health Administration.

**Person** means any natural person, entity, or Governmental Authority including, but not limited to, any corporation, firm, joint venture, partnership, trust, unincorporated organization, voluntary association, or any department or agency of any Governmental Authority.

**Person of Concern** means (i) a Government Official, (ii) 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, (iii) an immediate family member, such as a parent, spouse, sibling, or child of a Person in either of categories (i) and (ii) above, or (iv) an agent, intermediary, or close business associate of any Person in any of the foregoing categories.

**Project Site** means the Company Property where the Services are to be performed.

**Relevant Laws** means applicable anti-bribery, anti-corruption, and anti-money laundering laws, rules, regulations, decrees, and/or official government orders of any governmental body of the Applicable Jurisdictions, 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.

**Revised Service Order** means the written authorization to alter, add to, or deduct from the Services described in this Service Order, provided said Revised Service Order is issued and accepted in accordance with Section 2.3.

**Safety and Health Acts** means the Occupational Safety and Health Act of 1970 and the Federal Mine Safety and Health Act of 1977, each as amended from time to time, and all applicable rules and regulations promulgated by OSHA, MSHA, and any other Governmental Authority having authority over safety and health.

**Schedule of Charges** means the agreed upon amounts to be charged by Contractor for unit prices, allowances, the Services, and any other items, as set forth in this Service Order.

**Service Order** means this written order issued by Company under a Supplement (including the Service Order Terms and Conditions) for general or specific Services to be performed by Contractor, including any exhibits and schedules attached hereto, and any and all approved plans, schedules, exhibits, designs, specifications, drawings, addenda, and modifications contemplated by this Service Order, in each case as modified by the most recently issued Revised Service Order.

**Service Period** means the period of time including, but not limited to, the period of time for authorized adjustments, allotted in this Service Order for performance of the Services.

**Services** means the services to be performed, from time to time, by Contractor as required by this Service Order.

**Withholding Taxes** is defined in Section 4.3(a).

## **2. SERVICES**

### **2.1 Description of Services.**

Contractor agrees to furnish all supervision, labor, parts, materials, transportation, and warranties necessary to perform the Services as set forth in this Service Order or a Revised Service Order issued from time to time by Company and agreed to otherwise accepted by Contractor as provided herein. Contractor may not subcontract any of the Services.

### **2.2 Acceptance by Contractor.**

Contractor will be deemed to have accepted and be bound by the terms of this Service Order if any one or more of the following occur: (i) Contractor commences performance of the Services set forth in this Service Order; (ii) Company and Contractor exchange electronic correspondence regarding this Service Order indicating that Contractor has accepted this Service Order; or (iii) Contractor signs this Service Order and returns a copy of the executed Service Order to Company. Each party agrees that this Service Order may be (but is not required to be) submitted electronically, and that this Service Order is not required to be signed. Each party agrees not to contest, or assert any defense to, the validity or enforceability of this Service Order entered into in the manner described above based on any Law requiring agreements to be in writing or to be executed by the parties.

### **2.3 Revised Service Orders.**

Company may, from time to time, initiate changes in the Services, including alterations, additions, and deductions, and/or to the terms and conditions of this Service Order, by issuing Revised Service Orders. Contractor may request changes in the Services or changes to the terms and conditions of this Service Order by submitting a request for a Revised Service Order to the Contact Person. Contractor will promptly comply with the terms of all Revised Service Orders issued by Company and accepted by Contractor in accordance with Section 2.2. Any reference to the term "Service Order" herein will be deemed to include all Revised Service Orders and the most recent modifications of the original Service Order as set forth in such Revised Service Order(s).

## **3. CONTRACTOR'S RESPONSIBILITIES**

### **3.1 Standards.**

Contractor will perform the Services in a thorough and workmanlike manner, all in accordance with the terms of this Service Order and to the satisfaction of Company.

### **3.2 Payments; Claims and Liens.**

Contractor will pay when due all expenses incurred by Contractor in performing the Services including, but not limited to, salaries, wages, payroll burdens, and expenses. Contractor will give Company, at its request, evidence satisfactory to Company of compliance by Contractor with this Section 3.2. If (i) any Lien is filed for or on account of the Services, and (ii) Contractor neither causes such Lien to be released and discharged, nor files a bond in lieu of such Lien, within ten days after the filing of such Lien, Company or Freeport Minerals Corporation, as applicable, will have the right (but not the obligation) to pay all sums necessary to obtain the release of such Lien and, at its option, (a) deduct all amounts so paid from amounts due to Contractor under this Service Order, or (b) require immediate cash reimbursement from Contractor.

### **3.3 Materials.**

All workmanship, parts, materials, equipment, and machinery furnished by Contractor in connection with the performance of the Services must be of good quality. All materials, parts, equipment, and machinery furnished by Contractor in connection with the performance of the Services must be new, and each must function in the manner for which it was intended during the performance of the Services and for one year following satisfactory completion of the Services. Contractor will repair, or remove and replace, at Contractor's sole expense and Company's convenience, all workmanship, parts, materials, equipment, and machinery that prove to be defective or deficient during the performance of the Services or within one year following satisfactory completion of the Services.

### **3.4 Compliance with Laws.**

(a) Contractor will perform and complete the Services in a manner that complies with all applicable Laws. Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, sex, national origin, religion, disability, age, or genetic information. Company is an Equal Employment Opportunity/Affirmative Action employer subject to Executive Order 11246. Company and Contractor, to the extent applicable, shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Further, to the extent applicable, Company and Contractor shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

(b) Contractor will provide to Company written reports, no later than the fifth day of each calendar month during the Service Period, specifying (i) the number of man-hours worked by Contractor's employees in connection with the Services during the preceding calendar month, and (ii) the number of reportable incidents of Contractor's employees during the preceding calendar month in connection with the Services under the Safety and Health Acts. Each report will be in a form provided or otherwise approved by Company.

### **3.5 Loss Prevention; Safety and Security; Environmental Policy.**

(a) Contractor will take, and will cause each of its subcontractors to take, all reasonable precautions necessary for the prevention of loss or damage to any Company Equipment or Company Property, whether by accident, fire, negligence, theft, vandalism, sabotage, or otherwise. Contractor is responsible for the discovery, determination, and correction of any conditions created by its personnel or subcontractors that may cause such loss or damage.

(b) When and to the extent that Contractor or any of its employees, agents, or subcontractors is on Company Property, Contractor will comply, and will cause each of its employees, agents, and subcontractors to comply, with (i) Company's safety rules and regulations including, but not limited to, Company's Contractor Health and Safety Manual, which provides for, among other things, the wearing of protective equipment, such as approved hardhats, safety glasses, steel-toed leather boots, and respirators, and (ii) Company's Health and Safety Policy (collectively referred to herein as "**Company's Health and Safety Policies**"). Copies of Company's Health and Safety Policies may be obtained from the "Suppliers" section at [www.fcx.com/suppliers/overview](http://www.fcx.com/suppliers/overview). Contractor acknowledges that it has obtained and reviewed copies of Company's Health and Safety Policies, and that it understands the obligations described in Company's Health and Safety Policies. Contractor will deliver to Company, within five days after Company's request, one or more periodic certifications as to compliance with Company's Health and Safety Policies, and will cooperate with Company in the administration of Company's Health and Safety Policies.

(c) Contractor: (i) acknowledges that it has obtained and reviewed a copy of Company's Environmental Policy (a copy of which may be obtained from the "Suppliers" section at [www.fcx.com/suppliers/overview](http://www.fcx.com/suppliers/overview)); (ii) understands the obligations described in such Environmental Policy; and (iii) agrees to comply, and to cause each of its employees, agents, and subcontractors to comply, with such Environmental Policy.

(d) Any similar rules, requirements, or procedures applicable to any Services other than those set forth in Company's Health and Safety Policies and/or Environmental Policy will be provided to Contractor by Company.

(e) Contractor will report immediately to the Contact Person the specifics of any event, incident, or circumstance (including, but not limited to, any injury, illness, fire, property damage, spill, theft, security incident, or vehicular accident) which Contractor knows or reasonably suspects is, or results from, a violation of Company's Health and Safety Policies or Environmental Policy or which is required by applicable Law to be reported to any Governmental Authority.

### **3.6 Background Checks.**

Contractor shall be responsible for performing background checks at the local, state, and federal/country level to determine whether any personnel of Contractor and its subcontractors assigned to perform Services on any Company Property have criminal felony or misdemeanor convictions. Before assigning any individuals to work on Company Property, if Contractor determines an individual has convictions on his/her record, Contractor shall make a determination whether such conviction information disqualifies such individual from performing the assignment based on job-related and/or business necessity reasons. Further, Contractor shall not assign anyone

to work on Company Property who has a criminal conviction relating to drug or alcohol offenses within the last six months.

### **3.7 Badging.**

Contractor acknowledges and agrees that, with respect to any of its employees that will perform Services on any Company Property, such employees are required to possess Company issued identification badges before such employees are allowed to enter Company Property. Contractor will provide Company with a list of any of Contractor's employees that will be performing Services on any Company Property. In connection therewith, when any such employee arrives at Company Property for the first time, Company will take the necessary steps to issue such employee an identification badge allowing such employee access to such Company Property. Contractor shall ensure that its employees retain and present such Company issued identification badges each time such employees require access to Company Property in connection with the performance of Services. Further, Contractor shall ensure that its employees comply with any rules or regulations relating to Company issued identification badges communicated by Company to Contractor or its employees from time to time including, without limitation, rules or regulations relating to the return to Company of such Company issued identification badges.

### **3.8 Statutory Employer.**

To the extent allowed by applicable Law, in all cases where any of Contractor's personnel including, but not limited to, Contractor's direct, borrowed, special, or statutory employees (collectively, "**Contractor's Personnel**") are performing Services for Company, the parties acknowledge and agree that Contractor's Personnel shall be statutory employees of Company for the sole purpose of any and all workers' compensation Laws in effect in the jurisdiction in which the Services are performed. Company and Contractor agree that all Services performed by Contractor and Contractor's Personnel pursuant to this Service Order are a part or process in the trade or business of Company, meaning that they are part of an ongoing and integral business process that is regular, ordinary, and routine to the operation of Company's business or that is otherwise routinely done by Company's direct employees. Without regard to Company's status as the statutory employer of Contractor's Personnel, Contractor shall maintain sole responsibility for the payment of workers' compensation benefits to Contractor's Personnel in accordance with the Laws of the jurisdiction in which the Services are performed and shall not be entitled to seek reimbursement or contribution for any such payment from Company, and shall fully indemnify Company for any payment made to Contractor's Personnel as a result of the statutory employer relationship. Nothing in this provision shall limit, restrict, or supersede any other indemnity, insurance, or other obligation or liability on the part of Contractor provided for in this Service Order for any injury, loss, or damage to Contractor's Personnel arising out of the Services performed under this Service Order.

### **3.9 Representations and Warranties.**

(a) Contractor represents and warrants that all Services performed by Contractor under this Service Order will be conducted and completed in conformity with all requirements of this Service Order and in a manner that complies with all applicable Laws. Contractor acknowledges that Company has provided Contractor with all information that Contractor has deemed necessary

to perform the Services and Contractor is fully aware of the purpose for which Company has engaged Contractor to perform the Services. Contractor therefore further represents and warrants that the Services will accomplish the purpose for which Company has engaged Contractor.

(b) Contractor will (i) at its expense, correct any Defective Services, and (ii) to the extent incurred by Company, pay or reimburse Company for all labor and the actual delivered cost of all materials, equipment, and machinery required to correct the Defective Services unless the Services are defective or deficient to the extent that it is not technically or economically feasible to correct the Defective Services, in which case Contractor will be liable to Company for all losses, damages, costs, and expenses arising directly or indirectly from the Defective Services. If Contractor fails to correct any Defective Services within 48 hours after receipt of written notice from Company, Company may, without prejudice to any other remedies Company may have, perform or reperform the Services, with Company's costs to perform or reperform the Services to be deducted from the Contract Sum otherwise payable to Contractor. If payments then or thereafter due to Contractor are not sufficient to cover such costs, Contractor will pay the difference to Company.

### **3.10 Unforeseen Conditions.**

Contractor will immediately notify Company if Contractor becomes aware of any unforeseen circumstances that may adversely affect the quality of the Services or the safety of the performance of the Services.

### **3.11 Compliance with Export Control Laws.**

Contractor represents and warrants that it will export, re-export, import, and distribute any equipment, software, materials, products, goods, information, and parts necessary to perform the Services in compliance with the export control Laws of the United States, European Union, and every other Governmental Authority and that it will not infringe any embargo imposed by the United States, the European Union, and/or the United Nations in connection with its provision of the Services. Contractor will maintain at its own expense all licenses, consents, and approvals necessary for the lawful exportation, re-exportation, importation, distribution, and sale of the Services including, without limitation, all equipment, software, materials, products, goods, information, and parts necessary to perform the Services. Contractor, upon request by Company, shall promptly provide Company with all information and records pertaining to its compliance with this Section 3.11. Nothing in this Section 3.11 will be construed to grant Contractor any right to disclose confidential or proprietary information except as permitted by Section 7.

### **3.12 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](http://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](http://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 Service Order. 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 Service Order 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 Service Order.

(d) Failure of any certification in this Section 3.12 to be true or the submission of false supporting documentation shall be grounds for termination for default of this Service Order, and any penalties or fines assessed Company for violations of this Section 3.12 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.

### **3.13 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 Service Order, 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 Service Order, nor any financial institution to or through which funds will be transferred in satisfaction of any portion of this Service Order, 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 3.13 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.

### **3.14 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](http://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 Service Order entitling Company to terminate this Service Order and any and all Revised Service Orders. 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 3.14(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](http://www.fcx.com/suppliers/overview)). Contractor understands and agrees that Contractor and its subcontractors are expected to conduct all Services in a manner that is consistent with Company's Social Performance Policy.

### **3.15 C-TPAT.**

To the extent applicable to Contractor's performance under this Service Order, Contractor represents that it is and warrants that, during the term of this Service Order, it will be: (A)(i) a participant in good standing of the Customs-Trade Partnership Against Terrorism ("C-TPAT") as regulated by the Department of Homeland Security, U.S. Customs and Border Protection, and/or (ii) a participant in good standing of a foreign industry partnership program of a foreign customs administration that has executed a Mutual Recognition Arrangement ("MRA") with U.S. Customs and Border Protection (a current list of existing MRAs can be located on the U.S. Customs and Border Protection website at [www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism](http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism)), or (B) fully compliant with the minimum security criteria outlined by C-TPAT including, without limitation, those standards relating to supply chain and container security. Contractor will also work in good faith with Company to communicate about and address any changes in the requirements of this Section 3.15, as needed, to respond to changes in applicable Laws and/or the interpretation of any such Laws. Notwithstanding anything to the contrary contained in this Service Order, any failure of any statement in this Section 3.15 to be true and correct during the duration of this Service Order will entitle Company to terminate this Service Order immediately upon notice to Contractor.

### **3.16 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 Exhibit 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 Service Order 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 30 days of Contractor's execution of this Service Order (or, if such process requirements are implemented by Company after execution of this Service Order, within 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 Service Order and Company will have all rights and remedies available to it under applicable Law and/or this Service Order.

(b) In the event Company suffers any Loss including, without limitation, any Loss 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 Loss.

## **4. TAXES**

### **4.1 Taxes for Which Contractor is Responsible.**

(a) Unless otherwise specified in this Service Order, Contractor, at its expense, will be solely responsible for and shall timely pay or cause to be paid to the appropriate Governmental Authority in accordance with all applicable Laws, any and all taxes to the extent applicable to Contractor's performance of the Services including, but not limited to, the following:

- i. all taxes attributable to Contractor's income including, without limitation, corporate income and withholding taxes, rental income taxes, estimated income taxes, and minimum taxes;
- ii. all payroll taxes applicable to Contractor's employees and non-employee contractors including, without limitation, individual income tax, tax on expatriates, social security tax, medical tax, and professional training tax;
- iii. all custom and import duties, sales taxes, property taxes, and other taxes or charges arising on the importation or purchase of equipment, materials, supplies, and spare parts that (A) are used by Contractor in performing the Services and are not permanently incorporated into the project, (B) replace any equipment, materials, or supplies imported or purchased prior to performance of the Services, and (C) are imported or purchased in

connection with Contractor's warranty obligations under this Service Order;  
and

- iv. all property taxes attributable to Contractor's property including, without limitation, property tax on land, buildings, vehicles, personal property, or any other item subject to property tax under local law.

(b) The Contract Sum shall not be increased for taxes for which Contractor is responsible and Contractor will not include any such taxes on invoices issued to Company, unless Company has expressly agreed in this Service Order to reimburse Contractor for the same and Contractor has specifically itemized the tax on the applicable invoice.

#### **4.2 Taxes for Which Company is Responsible.**

(a) Company will be responsible for the following taxes to the extent they relate to Services performed by Contractor under this Service Order, and such taxes are not included in the Contract Sum:

- i. all import and export customs duties and sales and excise taxes arising on the purchase of goods and services or the importation of equipment, materials, supplies, and spare parts that are permanently incorporated into the project, (A) except for spare parts required to replace equipment, materials, or supplies as a result of action, omission, or negligence of Contractor and (B) net of any tax credit generated in favor of Contractor. Where Contractor has paid such import and export customs duties and sales and excise taxes, Contractor shall identify the amount of such duties and taxes on its invoices to Company and Company shall reimburse Contractor;
- ii. all property taxes related to the sites or locations owned by Company where the Services are performed;
- iii. all taxes levied on Company's income or profits; and
- iv. all employment-related taxes and duties with respect to Company's personnel.

(b) If the purchase by Contractor of any machinery, equipment, or other tangible personal property for use in or included in the Services, to the extent authorized in this Service Order, would be exempt from any such tax if made by Company, Contractor will act as Company's agent for the limited purpose of making purchases of such property. For example, and not by limitation, any machinery or equipment for use in Arizona directly in manufacturing, processing, or metallurgical operations, and any mining machinery or equipment for use in Arizona directly in the process of extracting ores or minerals from the earth, will be purchased by Contractor as agent for Company. No other provisions in this Service Order will negate or modify the provisions of the agency agreement in this Section 4.2(b).

(c) Company will not pay or reimburse tax on the purchase or use of property that would be exempt from tax if purchased by Company as provided in Section 4.2(b), and Contractor

will be fully liable for the amount of such tax regardless of any provision of this Service Order to the contrary. Contractor will consult in writing with Company at least seven days prior to any such purchase to determine whether the purchase of any property by Company would be exempt from tax for purposes of Section 4.2(b). If Contractor neglects to consult with Company, or acts contrary to Company's direction, and pays tax on property that would otherwise be exempt, payment of such tax will not be reimbursable to Contractor by Company.

(d) All machinery, equipment, and other tangible personal property subject to Section 4.2(b) will be purchased by Contractor on behalf of and for the account of Company as Company's agent. Title to the subject property will pass directly from the vendor to Company. Contractor will not acquire any ownership interest in such property. In making such purchases, Contractor will specify the name and address of the purchaser on all purchase order forms as "(Contractor), as agent for (Company), 333 North Central Avenue, Phoenix, Arizona 85004." The signature on all purchase orders will be "(Contractor), as agent for (Company)." Such purchases will be made in the name of Company, with the funds or credit of Contractor. Each such purchase must be segregated from all other transactions, and Contractor will maintain separate, detailed accounting records of such purchases for the purpose of billing Company.

(e) Contractor shall fulfill all procedures and formalities, as instructed by Company, and will retain all records, invoices, and other documentation relating to all purchases of property in connection with the Services for at least six months longer than the period of the statute of limitations for the assessment or refund of sales, use, gross receipts, excise, transaction privilege, or other tax (including, but not limited to, any period of extension or tolling of the statute of limitations) of the jurisdiction in which the property is purchased or used. Contractor will thereafter destroy such records only with the prior written consent of Company.

#### **4.3 Withholding Taxes.**

(a) Under the provisions of United States tax legislation, Services performed under this Service Order may be subject to backup withholding in the United States of America ("**Withholding Taxes**"). Company and Contractor acknowledge that, if applicable, such Withholding Taxes are the liability of Contractor and, unless otherwise expressly agreed upon in this Service Order, will be withheld from the gross amount of the invoice or payment application, resulting in Contractor receiving a payment net of any taxes withheld. Company shall under no circumstances reimburse Contractor for Withholding Taxes.

(b) The extent to which Withholding Taxes are applicable is dependent upon information provided by Contractor to Company. Contractor agrees to provide, before any payments under this Service Order are made, appropriate documentation sufficient to allow Company to determine the extent to which Withholding Taxes would be applicable (i.e., properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification). To the extent Contractor fails to comply with the aforementioned procedures, Company may backup withholding from payments made to Contractor under this Service Order at the applicable statutory rate.

(c) Where Company is responsible under applicable Law to withhold taxes from payment of Contractor's invoices, Company, in its sole discretion, shall calculate and withhold

from compensation payable to Contractor all taxes as may be required to be withheld under applicable Law or in accordance with requests made by any Governmental Authority, including taxes on reimbursable items included in any invoice submitted to Company. Company shall timely remit such taxes to the appropriate Governmental Authority. Contractor will not identify the amount of such withholding taxes on its invoices.

(d) To the extent Company is required to withhold and remit Withholding Taxes from payments made to Contractor, Company shall comply with the applicable information reporting requirements to properly reflect the amount of income taxes withheld.

#### **4.4 Tax Audits.**

(a) Contractor shall promptly notify Company of any audit, investigation, or assessment of Contractor by a Governmental Authority with respect to any tax which Company would be required to reimburse Contractor, or Contractor would be required to collect from Company, under this Service Order. Contractor will contest such claim with Company's cooperation and assistance. Without limitation, Contractor will abide by Company's directives with regard to reporting any such tax and contesting the applicability or amount of such tax, including filing protests or challenges prepared by Company or counsel retained by Company to any Governmental Authority's action or proposed action. Company shall reimburse Contractor for actual, reasonable, and verifiable time and costs incurred, including third party costs, in following Company's tax directive or position so long as Contractor has received prior written approval before such costs are incurred. In the event that Company's directive with respect to any tax position is not upheld by the appropriate Governmental Authority, Company agrees to defend, indemnify, and hold harmless Contractor, its directors, officers, employees, representatives, and agents, and each of them, for, from, and against any and all Losses (including interest) arising from or related to Company's tax directive or position.

(b) In the event that any audit, investigation, or assessment of Company is threatened or commenced by a Governmental Authority with respect to any tax in connection with the Services performed by Contractor under this Service Order, Contractor will cooperate in providing documentation and information Company may request in connection with responding to or challenging such audit, investigation, or assessment.

#### **4.5 Indemnification.**

(a) In the event any Governmental Authority assesses or imposes on Contractor or Company any tax or duty or related interest or penalties as a result of any action or inaction of Contractor that is a failure of Contractor to comply with its obligations under this Service Order, Contractor shall be solely liable for payment of such tax or duty or related interest or penalties. If such assessment is made against Company, Company shall notify Contractor thereof promptly following receipt of any assessment. Company will exercise good faith efforts to evaluate its legal obligation to pay and, if deemed appropriate by Company, will contest such assessment to the extent permitted under applicable Law. Any portion of such assessment, including interest and penalties, that Company is required to pay may be recovered from Contractor, including by offset against any amounts Company may owe to Contractor under this Service Order.

(b) Contractor shall, and does hereby, indemnify, defend, and hold harmless Company from and against any and all Losses for taxes (including interest), as well as in-house administrative costs and reasonable legal and accounting fees, incurred by Company which arise out of, result directly or indirectly from, or are incident to Contractor's failure to remit properly and timely any and all taxes owed by Contractor to any Governmental Authority, including taxes that were collected from Company. In the event a Governmental Authority assesses Company for any such additional taxes, interest, or penalties, Company shall notify Contractor thereof promptly following receipt of any assessment. Company will exercise good faith efforts to evaluate its legal obligation to pay and, if deemed appropriate by Company, will contest such assessment to the extent permitted under applicable Law. Any portion of such assessment that Company is required to pay, and any other Losses in connection with such assessment incurred by Company, may be recovered from Contractor, including by offset against any amounts Company may owe to Contractor under this Service Order.

#### **4.6 Contractor Responsible for Tax Compliance.**

The foregoing provisions of this Section 4 are not to be construed or deemed to be definitive of Contractor's tax responsibility or liability to any Governmental Authority. Contractor acknowledges that it is solely responsible for obtaining advice with respect to, and for otherwise determining and meeting, its tax obligations in connection with this Service Order within all relevant jurisdictions.

### **5. COMPANY'S RESPONSIBILITIES**

#### **5.1 Work; Materials, Equipment, and Machinery.**

Company will perform work and/or furnish materials, equipment, and machinery only if and to the extent set forth in this Service Order.

#### **5.2 Payment and Invoicing.**

(a) Each invoice submitted by Contractor to Company will include all charges applicable to the Services provided pursuant to this Service Order in the stated billing period for such Services. Each invoice shall be based on the Schedule of Charges and shall contain any supporting documentation required by this Service Order, including time sheets (if applicable), or requested by Company. For all invoices received, the billing entity must match the name of Contractor. Contractor shall submit each invoice to [freeport@pdf.basware.com](mailto:freeport@pdf.basware.com), conspicuously stating the Service Order number (or service receipt number) on the invoice. Upon submission as provided in the preceding sentence, the invoice will be routed to the Contact Person for review.

(b) The billing period applicable to the Services will be set forth in this Service Order. When the billing period is weekly, Contractor will submit each invoice to Company on or before the Friday immediately following the week in which the applicable Services were provided. When the billing period is monthly, Contractor will submit each invoice to Company within ten days of the end of the calendar month in which the Services were provided.

(c) **Upon completion of all Services (including, Services that are billed on a single lump sum basis), Contractor will submit its final invoice within 60 days of the end of the**

**calendar month during which Services were completed. Any failure by Contractor to submit an invoice within 60 days of the end of a particular calendar month during which Services were provided (or within 60 days of the end of the calendar month during which Services were completed for Services billed on a single, lump sum basis) will relieve Company from paying any amount beyond that which Company may verify from its records as being due and payable to Contractor and such determination will be final.**

(d) Company will notify Contractor if Company disputes any item in the invoice or determines that the invoice is not complete or accurate, and thereafter the parties will work together in good faith to resolve the issues and to adjust the invoice, if necessary.

(e) All undisputed payments due Contractor hereunder shall be made to Contractor as indicated on the invoice or through electronic transmission if elected by Contractor. Payment terms are net 45 days from the invoice date.

## **6. OBLIGATIONS OF BOTH PARTIES**

### **6.1 Indemnity.**

(a) Except as to matters within the scope of Sections 6.1(c) and 6.1(d), Contractor shall, and does hereby, defend, indemnify, and hold harmless any or all of Company, its parents and affiliates, and their respective directors, officers, and employees, and Company's other contractors and their subcontractors and their respective employees (collectively, the "**Company Indemnified Parties**" and individually, a "**Company Indemnified Party**"), for, from, and against any and all Losses including, without limitation, third party claims, to the extent arising out of, caused by, relating to, resulting from, or in connection with the negligence, willful misconduct, errors, or omissions of Contractor or its employees relating to, resulting from, or in connection with the performance or non-performance of Contractor's obligations under this Service Order. Contractor's indemnification obligations pursuant to this Section 6.1 will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Person described in this Section 6.1.

(b) Except as to matters within the scope of Sections 6.1(c) and 6.1(d), Company shall, and does hereby, defend, indemnify, and hold harmless any or all of Contractor, its parents and affiliates, and their respective directors, officers, and employees (collectively, the "**Contractor Indemnified Parties**" and individually a "**Contractor Indemnified Party**"), for, from, and against any and all Losses including, without limitation, third party claims, to the extent arising out of, caused by, relating to, resulting from, or in connection with the negligence, willful misconduct, errors, or omissions of Company or its employees relating to, resulting from, or in connection with the performance or non-performance of Company's obligations under this Service Order. Company's indemnification obligations pursuant to this Section 6.1 will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Person described in this Section 6.1.

(c) Contractor shall, and does hereby, defend, indemnify, and hold harmless any or all of the Company Indemnified Parties for, from, and against any and all Losses, arising out of or related to bodily injury to the employees of any Contractor Indemnified Party or any



subcontractor of Contractor (including, without limitation, illness, death, and loss of services and wages), regardless of the cause thereof. The obligations in this Section 6.1(c) will apply whether or not any Company Indemnified Party was or is claimed to be passively, actively, jointly, or concurrently negligent and regardless of the actual or alleged strict liability of any Company Indemnified Party, except to the extent the Losses are caused by the sole negligence or the willful misconduct of the Company Indemnified Party seeking to be indemnified by Contractor under this Section 6.1(c).

(d) Company shall, and does hereby, defend, indemnify, and hold harmless any or all of the Contractor Indemnified Parties, for, from, and against any and all Losses, arising out of or related to bodily injury to the employees of any Company Indemnified Party (including, without limitation, illness, death, and loss of services and wages), regardless of the cause thereof. The obligations in this Section 6.1(d) will apply whether or not any Contractor Indemnified Party was or is claimed to be passively, actively, jointly, or concurrently negligent and regardless of the actual or alleged strict liability of any Contractor Indemnified Party, except to the extent the Losses are caused by the sole negligence or the willful misconduct of the Contractor Indemnified Party seeking to be indemnified by Company under this Section 6.1(d).

(e) If any action or proceeding is brought against a party arising out of any matter for which such party (the “**Indemnified Party**”) is or may be entitled to indemnification hereunder from the other party hereto (the “**Indemnifying Party**”), the Indemnified Party will promptly provide notice to the Indemnifying Party of such action or proceeding. The Indemnifying Party will retain counsel to resist and defend such action or proceeding on the Indemnified Party’s behalf. The failure of the Indemnified Party to give such notice will not relieve the Indemnifying Party from any of its obligations pursuant to this Section 6.1, unless such failure prejudices the defense of such action or proceeding by the Indemnifying Party. At its own expense, the Indemnified Party may employ separate counsel and participate in the defense; however, if employment of separate counsel is required because of the failure of the Indemnifying Party after receipt of notice to assume the defense, then the Indemnified Party may employ separate counsel at the Indemnifying Party’s expense. Notwithstanding anything to the contrary in this Section 6.1(e), if, upon the tendering of any matter to the Indemnifying Party for indemnification hereunder, the Indemnifying Party or its insurer conditionally accepts the defense of the tendered matter but reserves its right not to pay a potential settlement or judgment based on the ultimate adjudication of the underlying facts, the Indemnified Party, at the Indemnifying Party’s expense, has the right to select counsel and control the defense of any such matter.

## **6.2 Liability Limitations.**

Except as otherwise expressly provided in this Service Order, neither party shall be liable to the other for any consequential, indirect, incidental, or special damages or losses which arise out of, in connection with, or are related to this Service Order, unless (and then only to the extent) such damages or losses are caused by an act or omission of the party against whom recovery is sought constituting gross negligence or willful misconduct.

## 7. CONFIDENTIAL INFORMATION; CYBERSECURITY

### 7.1 Non-Disclosure.

Contractor acknowledges that Company and Freeport Minerals Corporation own valuable trade secrets and other confidential information and data and possess such similar information that is licensed from third parties (collectively, “**Freeport Confidential Information**”). Contractor will treat as strictly confidential and will not use for its own purpose (other than for the performance of Services) or for third parties, or divulge or permit to be divulged to or examined or copied by others, any Freeport Confidential Information obtained by Contractor in connection with the performance of Services or otherwise. Contractor will establish and maintain safeguards against the disclosure of Freeport Confidential Information that are no less rigorous than those maintained by Contractor for its own confidential information. In addition, Contractor will keep confidential the existence and contents of the Contract Documents.

### 7.2 Use of Name and Publicity.

Contractor agrees that it will not, without the prior written consent of Company or Freeport Minerals Corporation, as applicable, in each instance: (i) use in advertising, publicity or otherwise the name of Company or Freeport Minerals Corporation, the names of any personnel of Company or Freeport Minerals Corporation or any trade name, trademark or logo owned by Company or Freeport Minerals Corporation; (ii) represent, directly or indirectly, that any product provided or any Services performed by Contractor have been approved or endorsed by Company or Freeport Minerals Corporation; or (iii) take or use photographs of Company Property or any personnel of Company or Freeport Minerals Corporation.

### 7.3 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 the Contract Documents, Contractor shall notify Company thereof by electronic mail, with read receipt, to each of the following electronic mail addresses within 24 hours of becoming aware of same: [MIS\\_Security@fmi.com](mailto:MIS_Security@fmi.com); [VendorAffairs@fmi.com](mailto:VendorAffairs@fmi.com); and the electronic mail address of the Contact Person as provided in this Service Order. 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 is 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.

## **8. TERM; TERMINATION**

### **8.1 Term.**

The term of this Service Order is set forth in this Service Order.

### **8.2 Termination.**

Each party will have the right, immediately upon notice to the other party, to terminate this Service Order regardless of whether the non-terminating party is in default. In the event of any such termination: (a) if Contractor is not in breach of any of its obligations under this Service Order, Company will pay to Contractor the amount due to Contractor through the effective date of termination, provided that (i) Contractor submits to Company properly approved statements within 30 days after the effective date of termination, and (ii) Contractor immediately removes its property from Company Property; (b) Contractor waives any and all claims for compensation charges (including, but not limited to, any claim for lost profits), beyond that to which it may be entitled under this Section 8.2; and (c) Contractor agrees that its sole remedy in connection with any such termination will be to receive compensation in accordance with the terms of this Section 8.2.

## **9. INSURANCE; PROPERTY DAMAGE**

### **9.1 Insurance.**

(a) At all times while performing Services, Contractor shall carry and maintain, at its own expense, with reputable insurance companies, the 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 duration of this Service Order but not reported until a later date).

- i. Worker's compensation insurance including, without limitation, occupational disease, in accordance with the Laws in effect in any jurisdiction where Services are performed and all jurisdictions of hire or origin of Contractor's employees.
- ii. Employer's liability insurance coverage with a limit of not less than \$1,000,000 shall also be maintained by Contractor.
- iii. Commercial general liability insurance with a combined single limit for bodily injury (including illness and death at any time resulting therefrom) and property damage 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 Service Order.

- iv. Automobile liability insurance 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 occurrence for injuries or death of one or more persons or loss or damage to property.
- v. 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 errors, omissions or wrongful acts. Contractor shall continue to purchase such coverage for a period of at least three years from the termination or expiration of this Service Order.
- vi. Such other types of insurance, and coverage amounts, as may be reasonably required by Company from time to time or required by applicable Law.

(b) Each of the commercial general liability and automobile liability policies shall be endorsed to include the Company Indemnified Parties as additional insureds to the extent of the obligations assumed by Contractor under this Service Order 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 to the extent of the obligations assumed by Contractor under this Service Order; however, the waiver of subrogation on the worker's compensation policy shall not be required if prohibited by the applicable regulatory authority. Upon request by Company, Contractor shall provide to Company a certificate(s) of insurance and/or copies of policies evidencing compliance with the provisions of this Section 9.1. Contractor will provide to Company 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.

(c) Company and Contractor intend that Contractor's obligations pursuant to this Section 9.1 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 6.1 will affect in any way Contractor's obligation to procure and maintain insurance covering the obligations described in this Service Order. Company in no way represents or warrants that the minimum coverage limits specified in this Service Order are sufficient to protect Contractor from liabilities that may arise out of the performance of the Services by Contractor, its agents, representatives, and employees, and it is Contractor's responsibility to procure any such additional insurance that Contractor may determine to be necessary or advisable.

## **9.2 Property Damage.**

Company shall have no liability or responsibility for any damage to or loss of Contractor's property or equipment while located on Company Property, unless (and then only to the extent) such damage or loss is caused by an act or omission of Company constituting gross negligence or willful misconduct.

## **10. MISCELLANEOUS**

### **10.1 Binding Agreement; No Third-Party Beneficiaries; No Assignment.**

This Service Order will be binding upon and enforceable only by the parties, their respective successors, and permitted assigns. Other than as specifically set forth in Section 6.1, the parties specifically acknowledge that this Service Order is not intended to create any rights in or for any third party (except that if Company is an entity other than Freeport Minerals Corporation, Freeport Minerals Corporation is an intended third party beneficiary of this Service Order). Contractor may not assign or transfer any interest in or obligation under this Service Order without the prior written consent of Company.

### **10.2 No Varying Acceptance.**

**CONTRACTOR'S ACCEPTANCE OF THIS SERVICE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS SERVICE ORDER. NO QUOTATION, ACKNOWLEDGEMENT, OR OTHER DOCUMENT FROM CONTRACTOR MAY ADD TO OR VARY ANY TERM OR CONDITION OF THIS SERVICE ORDER. ANY SUCH MODIFICATION WILL BE OF NO EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY COMPANY. PERFORMANCE BY CONTRACTOR OF ALL OR ANY PART OF THE SERVICES WILL CONSTITUTE CONTRACTOR'S ACCEPTANCE OF ALL THE TERMS OF THIS SERVICE ORDER, NOTWITHSTANDING THE TERMS OF ANY QUOTATION, ACKNOWLEDGEMENT, OR OTHER DOCUMENT OF CONTRACTOR TO THE CONTRARY. CONTRACTOR MAY ACCEPT THIS SERVICE ORDER BY DELIVERING TO COMPANY A WRITTEN, SIGNED ACCEPTANCE, BUT IF SUCH WRITING CONTAINS ADDITIONAL TERMS OR TERMS THAT VARY FROM THE TERMS OF THIS SERVICE ORDER, SUCH ADDITIONAL OR VARIED TERMS WILL BE DEEMED REJECTED. IF THIS SERVICE ORDER IS CONSTRUED TO BE AN ACCEPTANCE BY COMPANY OF AN OFFER BY CONTRACTOR, COMPANY EXPRESSLY LIMITS SUCH ACCEPTANCE TO THE EXPLICIT TERMS OF THIS SERVICE ORDER AND REJECTS ANY ADDITIONAL OR VARIED TERMS SET FORTH IN CONTRACTOR'S OFFER.** Nothing in this Service Order will indicate that this Service Order is an acceptance; rather, it will be construed to be an offer to the extent possible. Company hereby objects to any attempt by Contractor to add to or vary any term of this Service Order and expressly rejects all such modifications unless agreed to in writing by Company.

### **10.3 Qualification and Independence of Contractor.**

In performing and carrying out the Services, Contractor agrees that Contractor is an independent contractor and not an agent or employee of Freeport Minerals Corporation or Company. Company will have no direction or control as to the method or means of performance of the Services. Contractor has represented itself as an expert with respect to the performance and completion of the Services, and Company is relying upon the expertise of Contractor in performing, completing, and accomplishing the results intended by the Services, even though

Company may inspect the Services or provide materials or services in connection with the Services including, but not limited to, specifications, drawings, or plans. Any such inspection by Company under this Service Order will not be construed as providing direction, control, or supervision of the Services or providing the methods or means of performing the Services.

**10.4 Integration.**

This Service Order constitutes the entire agreement between the parties relating to the subject matter described in this Service Order, and there are no agreements or understandings between the parties, express or implied, except as may be explicitly set forth in this Service Order.

**10.5 Governing Law; Jurisdiction and Venue.**

This Service Order will be deemed to have been executed and delivered in Arizona, and the Laws of the State of Arizona will govern the enforcement and interpretation of this Service Order. All actions and proceedings arising from or related to this Service Order or either party's rights, obligations, or performance under this Service Order will be litigated in local, state, or federal courts located within the City of Phoenix, Arizona. Contractor consents and submits to the personal jurisdiction and venue of any local, state, or federal court located within the City of Phoenix, Arizona.

**10.6 Modification of Service Order.**

This Service Order may not be modified or amended except as provided in Section 2.

**10.7 Headings and Captions.**

Headings or captions in this Service Order are inserted for convenience of reference only and will not expand, limit, modify, or affect the text of this Service Order.

**10.8 Invalidity; Unenforceability.**

If any portion of this Service Order is declared to be invalid or unenforceable, such declaration will not affect the validity or enforceability of the remainder of this Service Order, which will be construed as nearly as possible as if such invalidity or unenforceability had not been declared. If the scope of any restriction or obligation is too broad to permit enforcement to its full extent, then such restriction or obligation will be enforced to the maximum extent permitted by applicable Law, and each party consents and agrees that the scope and reach of such restrictions and obligations may be judicially modified in any proceedings brought to enforce them.

**10.9 Remedies Cumulative.**

Except as otherwise provided herein, the duties and obligations imposed by this Service Order, and the rights and remedies available under this Service Order, are in addition to, and not a limitation of, any other duties and obligations imposed, and rights and remedies available, at law or in equity.

**10.10 Notices.**

All notices provided for or required under this Service Order will be in writing and delivered personally, mailed, sent via express delivery service, or sent via electronic mail (a) if to Company, to the Contact Person at the address specified in this Service Order and to Company's Global Supply Chain via electronic mail at dg-phx-vendor-notice@fmi.com, or (b) if to Contractor, to the Contractor Representative at the address specified in this Service Order. All notices will be deemed given when received. Either party may, from time to time and in accordance with the procedures set forth in this Section 10.10, specify a different address for receipt of notices.

**10.11 Consents and Approvals.**

Whenever the consent, approval, waiver, or agreement of Company is required, it will be deemed to mean the consent, approval, waiver, or agreement of the Contact Person. Contractor waives all claims based on any alleged consent, approval, waiver, or agreement not in accordance with this Section 10.11.

**10.12 Survival.**

The terms and conditions of this Service Order which by their sense and context are intended to survive the expiration, cancellation, or termination of this Service Order and/or Contractor's performance of the Services including, but not limited to, any provisions regarding waivers, compliance with laws, warranties, taxes, indemnity, liabilities incurred upon or prior to termination, liability limitations, confidentiality, remedies, audit rights, insurance, and ethics, shall survive and continue in effect.

**10.13 Counterparts; Electronic Signatures.**

This Service Order may be executed in one or more counterparts, each of which is an original, and all of which together shall constitute one and the same agreement. The parties agree that a manually signed copy of this Service Order may be delivered by facsimile, email, or other means of electronic transmission and shall be deemed to have the same legal effect as delivery of a signed original counterpart of this Service Order. The parties further agree that this Service Order may be electronically signed and that the electronic signatures appearing on this Service Order are the same as manual signatures for the purposes of validity, enforceability, and admissibility.

*[Signatures on following page]*

ACKNOWLEDGED AND AGREED:

**COMPANY:**

**VENDOR NAME:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**Multi-Factor Authentication Instructions**

(Attached)

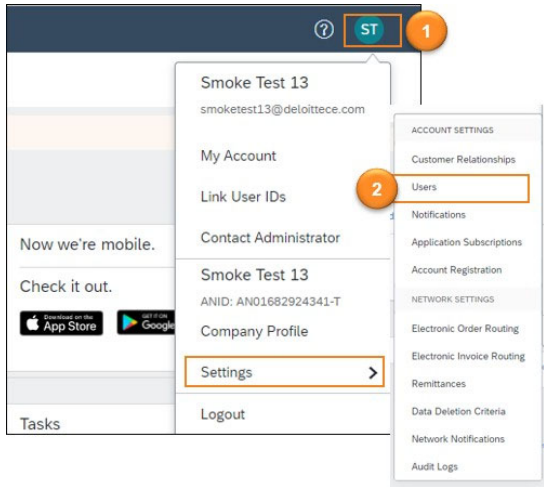
## How to enable Multi-Factor Authentication (MFA) on Ariba Network Account

### 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.

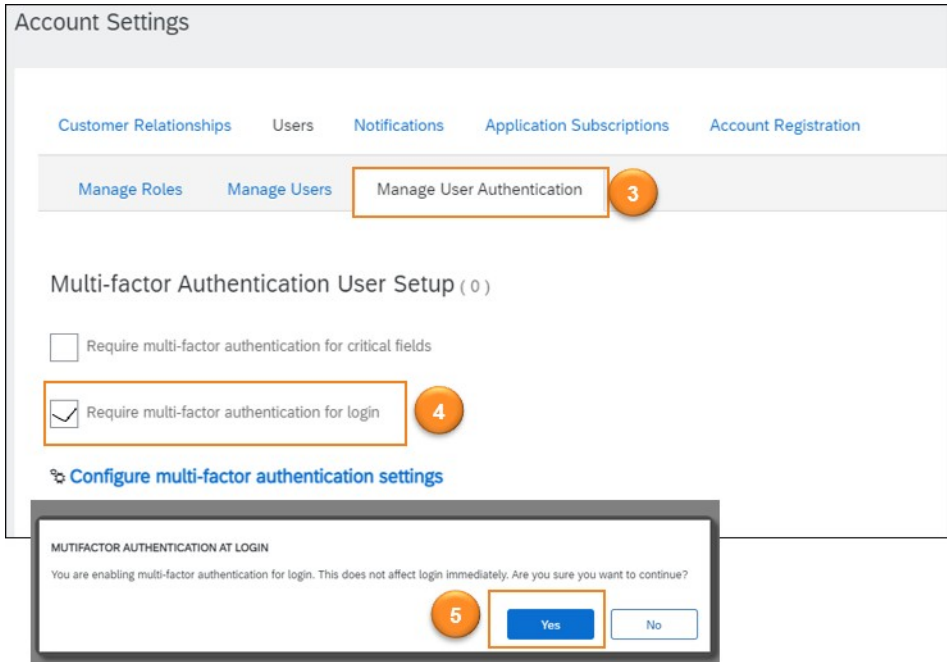
### How to Enable Multifactor Authentication:

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 “ <b>Manage User Authentication</b> ”.

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”.



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:  
NMSAGZGQQLIANVR

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: