

# National Biodiesel Limited – Mining, Industrial and Wholesale – Standard Terms & Conditions

## STANDARD TERMS & CONDITIONS – NATIONAL BIODIESEL LIMITED

ABN 12 119 403 539 (NB)

### 1. APPLICATION

- 1.1 All orders are accepted and all sales are made under National Biodiesel's Standard Terms & Conditions of supply set out herein, and these terms are incorporated into the Customer's written supply contract with National Biodiesel (if any), and any variations to the Customer's supply contract, which together constitute the entire contract ("the Contract") between National Biodiesel and Customer for the supply and purchase of fuel products. If there is any inconsistency between the terms of these Standard Terms & Conditions and the Customer's written supply contract, the terms of the Customer's written supply contract will prevail only to the extent of the inconsistency.
- 1.2 These Standard Terms & Conditions are deemed to be accepted by Customer on receipt of this document and will apply to all orders placed and all supply provided. Placing of an order signifies unconditional acceptance of the Standard Terms & Conditions of Supply.
- 1.3 National Biodiesel reserves the right to vary these Standard Terms & Conditions of Supply with reasonable notice.
- 1.4 No oral variations of the Standard Terms & Conditions will be effective.
- 1.5 For the avoidance of doubt any Purchase Order that is submitted to National Biodiesel by the Customer with terms & conditions that purport to add to or vary National Biodiesel's Standard Terms & Conditions of Supply will only be accepted as to quantity and product type. In all other respects these Standard Terms & Conditions of Supply apply to, and govern, all supplies of fuel products to the Customer.

### 2. PRICE AND PRICE VARIATION

- 2.1 For the purpose of this clause the following definitions shall apply:

"Price" means the price or prices payable by the Customer for fuel products or bio-fuels as specified by National Biodiesel on the day of Supply and may include one or more of the following price variations:

"NB's TGP"

The price for each product to be supplied to the Customer will be varied from time to time but shall not increase in contravention of any applicable laws. The varied price will take effect and be applied to supplies/deliveries made on and from the date on which the variation becomes operative.

"NB's TGP" means the Terminal Gate Price stipulated from time to time by National Biodiesel, (set out as required by applicable Commonwealth and State laws) by location and product type plus any applicable charges, fees imposts or discounts.

- 2.2 If Part 2 of *Trade Practices (Industry Codes – Oilcode) Regulations 2006* (Oilcode) applies to these Standard Terms & Conditions, the Customer acknowledges that National Biodiesel gave the Customer the option, prior to entering into these Standard Terms & Conditions, of purchasing National Biodiesel fuel products at a price determined under subsection 7 (3) of Oilcode.

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## 3. TAXES

### 3.1 Duties, Levies and Imposts

To the fullest extent permitted by law, all present and future Federal and State Government duties, levies, imposts, fees and taxes (excluding income tax) of whatsoever nature including any carbon permit costs under any carbon trading scheme (collectively **Taxes**) which are imposed or levied on any of the fuels products supplied by National Biodiesel to the Customer must, unless the price of the relevant fuel product is expressly stated to be inclusive of those Taxes, be promptly paid by the Customer and the Customer must indemnify National Biodiesel in respect of them.

- (b) For the avoidance of doubt, the parties acknowledge and agree that National Biodiesel will pass on all increases or decreases in Taxes during the Term to the Customer.

### 3.2 Calculations of GST Payments

The following principles apply when determining the amount payable (“the Payment”) for any Supply made pursuant to these Standard Terms & Conditions:

- a) Unless expressly stated otherwise, any consideration payable in accordance with these Standard Terms & Conditions is exclusive of GST.
- b) If GST is payable in relation to the Supply, the amount payable will be the consideration specified plus GST.
- c) If the Payment is determined by reference to any cost, expense or liability incurred by a party (the “Payee”), the reference to cost, expense or liability means the actual amount incurred by the Payee less the amount of any Input Tax Credit the Payee is entitled to claim in respect of that cost, expense or liability. The Payee will be assumed to be entitled to claim 100% Input Tax Credits unless it demonstrates to the other party that its entitlement is otherwise prior to the date on which the other party is required to make the Payment to the Payee.
- d) If the Payment is a reimbursement or indemnification of a loss determined by reference to revenue received or costs incurred, the revenue will be the revenue earned net of GST and the costs will be determined in accordance with paragraph (c).
- e) If a party sets off an amount otherwise payable under these Standard Terms & Conditions, the principles set out above will be applied to calculate the amount to be set off as if that amount has been paid.
- f) For the purposes of this clause 3.2 “GST law” means the same as in the *A New Tax System (Goods & Services Tax) Act 1999* and “Consideration”, “Input Tax Credit” and “Supply” mean the same as in the GST law. “GST” means the same as in the GST law and includes any similar broad based consumption tax or tax on services.

### 3.3 GST Documentation

The supplier of any Supply made pursuant of these Standard Terms & Conditions must provide all documentation required by the other party to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made in accordance with these Standard Terms & Conditions.

## 4. CREDIT

- 4.1 National Biodiesel’s standard payment terms are payment upon delivery, as set out in clause 5 below. National Biodiesel may at its absolute discretion offer the Customer a range of credit facilities and payment terms, subject to:

- a) The Customer completing National Biodiesel’s Credit Application to National Biodiesel’s satisfaction and providing financial statements as requested from time to time.

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- b) If requested by National Biodiesel, the provision of a suitable amount of security in the form of a bank guarantee from the Customer in favour of National Biodiesel (in a form and from a Bank acceptance to National Biodiesel). Other forms of security may be required by National Biodiesel at its discretion in support of the credit facilities offered, including in circumstances where the prospect of performance by the Customer of its obligations (including payment obligations) under these Standard Terms & Conditions is impaired or likely to become impaired. If National Biodiesel requires additional security, the security must be provided immediately in the manner and form required by National Biodiesel; and
  - c) on-going approval by National Biodiesel's Credit Risk function prior to any deliveries being released to the Customer.
- 4.2 National Biodiesel may vary or withdraw credit facilities, payment terms, and the amount and type of security required to provide credit at any time including by doing so in circumstances where the Customer or any of its Related Entities fail to pay or in National Biodiesel's opinion is unlikely to pay, when due, any amounts payable by the Customer or any of its Related Entities to National Biodiesel or to any of National Biodiesel's Related Entities (whether under these Standard Terms & Conditions or otherwise). If National Biodiesel withdraws credit terms, National Biodiesel may, in its absolute discretion:
- a) suspend supply until Customer remedies any overdue payment and / or provides security satisfactory to National Biodiesel in its discretion; and
  - b) supply fuel products to the Customer only on the basis of payment in full in cleared immediately available funds prior to supply.
- 4.3 For the avoidance of doubt, National Biodiesel reserves the right to withhold supply where the Customer (or any of its related bodies corporate) fails to make any payment on time to National Biodiesel or its related bodies corporate, whether under these Standard Terms & Conditions or otherwise. National Biodiesel shall not be liable in any way to the Customer or its related bodies corporate for any losses or damages incurred as a result of failure to supply fuel products.
- 4.4 To assist National Biodiesel to determine whether the Customer is, or is likely to be, able to comply with its obligations under this Contract and to facilitate National Biodiesel's periodic review of the extent of the credit provided to the Customer, the Customer, upon request must provide National Biodiesel with sufficient information, to determine the financial status and viability of the Customer, in a format acceptable by National Biodiesel, that will enable National Biodiesel to determine whether to provide credit to the Customer and/or require security in respect to any credit provided.

## 5. PAYMENTS

- 5.1 Payment must be received in Australian dollars by National Biodiesel in cleared and immediate available funds at the time of product order unless National Biodiesel has approved other credit facilities, payment methods and payment terms for the Customer .

Where National Biodiesel has approved credit facilities and credit terms for the Customer in writing, payment must be received by National Biodiesel within these terms. When a payment would otherwise fall due on a non-business day payment must be made on the **prior** business day. Any and all credit facilities and payment terms may be withdrawn or varied forthwith by National Biodiesel at its discretion and without notice, should any payment not be made by the due date.

- 5.2 In the event that the Customer fails to pay by the due date National Biodiesel, in addition to its other rights under these Standard Terms & Conditions, reserves the right to suspend supply until such time as full payment has been received in cleared and immediately available funds.

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- 5.3 Where payment of any amount due to National Biodiesel (including a service charge) is overdue, Customer shall if requested by National Biodiesel pay to National Biodiesel penalty interest on the amount outstanding from the date of default until the date that National Biodiesel receives payment. The penalty interest rate will comprise of the 90-day bank bill swap reference average bid rate for the day when payment was due plus a default margin of 10% p.a. and is subject to variation at National Biodiesel's discretion. The penalty interest shall be calculated daily and compound on the last day of each month it is outstanding until it has been paid. This shall not affect either Customer's obligation to pay on the due date or National Biodiesel's other rights. The penalty interest charge is payable at the end of the month in which it accrues. The obligation to pay penalty interest on overdue amounts shall survive the termination of these Standard Terms & Conditions.
- 5.4 Should the Customer have any disputes with invoices or statements received from National Biodiesel, this should be immediately notified to the National Biodiesel Customer Service as detailed on invoices and statements. National Biodiesel reserves the right to charge the Customer for additional copies of invoices or statements previously supplied to the Customer's latest advised address. The charge will be \$20.00 inclusive of GST for each item requested and such charges may be varied at National Biodiesel's discretion. The charge will be payable at the end of the month in which they are requested.

### 6. TITLE AND RISK

Title to and risk in the fuel products supplied to the Customer passes to the Customer from National Biodiesel:

- a) Where the Customer (or its agent or contractor) collects the fuel product from a terminal, at the time the relevant fuel product passes through the outlet flange of the tank truck fill stand at the terminal; or
- b) In the case of deliveries to the Customer, at the time the relevant fuel product passes the outlet flange of the relevant delivery vehicle at the delivery point.

### 7. EVIDENCE OF DELIVERY AND QUANTITY

- 7.1 Except where provided otherwise to the contrary in this Contract, the signature or acknowledgment of delivery by any operator, employee or other person purporting to accept delivery on behalf of the Customer, is prima facie evidence of the fact of delivery and the quantity of fuel products delivered.
- 7.2 Where the fuel product is purchased by the Customer using electronic card, the electronic record of that transaction is deemed to be a true and correct record of the sale to the Customer of the specified quantity for the recorded amount.
- 7.3 If delivery is made by National Biodiesel to an unattended Delivery Point, the Customer must notify National Biodiesel of any quantity discrepancy within 24 hours after delivery otherwise National Biodiesel's records are conclusive.

### 8. CONTINGENCIES

- 8.1 National Biodiesel shall not be liable for any costs, claims or damage resulting from any failure to perform its obligations under the Standard Terms & Conditions to the extent such failure is caused in any substantial part:
- a) by compliance with any order, request or control of any government authority or person purporting to act for either; or
  - b) by anything beyond its immediate control, including, without limitation, strikes, lockouts, employment difficulties, accidents, breakdowns, and plant shutdowns, Act of God, invasion, riot, civil commotion, revolution, conspiracy, civil war, mutiny, war (threatened or actual) whether before or after declaration and whether war shall in fact be or have been declared or not, fire epidemic, inability of National Biodiesel to procure stocks, or to procure sufficient stocks or sufficient transport facilities to enable its normal stocks in Australia to be maintained, restrictions or restraints by any Government or other authority, injury to or breakdown, expropriation or confiscation of any part of National Biodiesel's plant or facilities, accidents to or preventing the proper navigation of vessels, the imposition of restrictions or regulations affecting the transport of stocks by sea or land or the landing of stocks into Australia and any act matter or thing of whatsoever nature beyond the immediate control of National Biodiesel.

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- 8.2 Regardless of whether caused by any of the events, matters or things referred to in clause 8.1 above, if there is or if National Biodiesel believes in its reasonable opinion there may be such a shortage of supplies that National Biodiesel is or may be unable to meet the forecasted or actual requirements of its customers of all kinds, National Biodiesel may allocate among such customers its available or expected supplies in such reasonable manner as it may determine, without being in breach of the Standard Terms & Conditions for any shortage of supply hereunder.
- 8.3 National Biodiesel shall not be obliged to sell any product whilst Customer fails to pay for any product previously sold or is otherwise in breach of the Standard Terms & Conditions, or whilst Customer indicates that it will not pay in accordance with the Standard Terms & Conditions for any product to be sold.
- 8.4 No curtailment or suspension of deliveries shall operate:
- a) to relieve Customer of its obligations to make payment for all products delivered to it hereunder; or
  - b) to prevent Customer from purchasing from other suppliers on its own account any deficiencies hereunder caused by the operation of this clause.
- 8.5 Whilst every effort will be made to apply correct invoicing procedures, National Biodiesel reserves the right to revert to the Customer with an amended invoice in the event that an error has been made, and the amount and/or Price of the product was incorrectly invoiced initially. In that case, the Customer agrees to accept the amended invoice and make full payment in accordance with the agreed payment terms.

### 9. PRODUCT SPECIFICATIONS

National Biodiesel warrants that all National Biodiesel Products supplied under these terms and conditions meet the standards and specifications claimed on the National Biodiesel Product Data Sheets which are available to the Customer at the Customer's request. The warranty is invalidated, to the fullest extent permitted by law, if the customer mixes a National Biodiesel fuel product with any other product of any nature whatsoever. The Customer acknowledges that it is purchasing National Biodiesel Products under these terms and conditions for the purpose of a business.

National Biodiesel Products supplied from a refinery, terminal or depot not controlled by National Biodiesel or a Related Entity of National Biodiesel, are to be deemed as complying with the standards and specifications referred to in this clause 9 if they comply with the current specifications for equivalent products at that location. The Customer may request a copy of the specifications from National Biodiesel.

If National Biodiesel wishes to deliver, or does in fact deliver, to the Customer National Biodiesel Products which do not meet the standards and specifications claimed on the relevant National Biodiesel Product Data Sheet it may ask the Customer for approval to that delivery or proposed delivery. If the Customer gives approval this will constitute, to the fullest extent permitted by law, unconditional acceptance by the Customer of the fuel product concerned. If the Customer does not give approval with respect to any fuel product supplied or delivered by National Biodiesel then National Biodiesel's liability will be governed by clause 10.4 below.

If at any time the specifications or quality requirements alter, either by government or industry mandate, National Biodiesel will be entitled to vary Price in accordance with clause 6.

### 10. CLAIMS

#### 10.1 Customer Claims

The Customer must:

- a) Promptly inform National Biodiesel of all complaints or claims in respect of the National Biodiesel Products
- b) Take reasonable measures to mitigate any loss and/or damage arising in connection with the circumstances giving rise to the claim; and
- c) Promptly deal with all complaints or claims in respect of any of the National Biodiesel Products in a way which will not result in National Biodiesel incurring any liability.

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### 10.2 Claims Procedure

- a) The Customer may not make a claim against National Biodiesel in respect of the quantity, quality or price of National Biodiesel Products:
  - (i) unless it notifies National Biodiesel of the claim as soon as it becomes aware of the matter and in any event within 60 days; and
  - (ii) unless resolved sooner, it has begun court proceedings relating to the claim within 3 months, in each case after the date of supply or other event from which the claim arises.
- b) The fact that the Customer has made a claim against National Biodiesel does not relieve it of its obligation to pay in full for the relevant fuel products pending resolution of the claim.

### 10.3 Testing procedure for Quality claims

Where a Customer wishes to make a claim in relation to the quality of a National Biodiesel Product it must follow the following procedure:

- a) The Customer must take a sample of the relevant product in the presence of a National Biodiesel representative;
- b) The Customer and National Biodiesel will agree on the point and method of sampling and the testing standards to apply. In the absence of agreement the method will be reasonably designated by National Biodiesel;
- c) The costs for the tests will be borne by the party not supported by the test results; and
- d) If the Customer elects to not take an independent sample, National Biodiesel's samples will be deemed conclusive.

National Biodiesel is not, to the fullest extent permitted by law, responsible for any claim regarding quality where there was commingling of products/materials through a means of delivery employed by the Customer.

### 10.4 Limited Liability

Subject to any condition or warranty implied in favour of the Customer by the *Trade Practices Act 1974 (Cth)* or any other applicable law which cannot lawfully be excluded, to the fullest extent permitted by applicable law the liability of National Biodiesel for defective National Biodiesel Products including for breach of any implied condition or warranty will be limited to (at National Biodiesel's option):

- a) The replacement of the National Biodiesel Products or the supply of equivalent products; and
- b) The payment of the cost of replacing the National Biodiesel Products or of acquiring equivalent products.

### 10.5 No Other Liability

Other than as expressly set out in these Standard Terms & Conditions, to the fullest extent permitted by law:

- a) All terms, conditions, warranties, undertakings, inducements or representations, whether express or implied, statutory or otherwise, which are not expressly set out in these Standard Terms & Conditions and which are related to or in any way connected with any National Biodiesel Products supplied by National Biodiesel to the Customer, are excluded;
- b) National Biodiesel will not be liable for risks and losses associated with the sale, resale or use of the National Biodiesel Products supplied under these Standard Terms & Conditions, whether sold, resold or used singly or in combination with other substances or any process;

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- c) National Biodiesel will not be liable to the Customer or any other person in respect of any loss, injury or damage (including prospective profits, exemplary or special damages, or for consequential or indirect loss or damage, whether due to negligence, deliberate conduct or any other cause and whether arising in contract, in tort, under statute or in any other way) which may be suffered or incurred or which may arise directly or indirectly as a result of or in any way connected with any National Biodiesel Products supplied by National Biodiesel to the Customer.

### 10.6 Delay and Other Risks

- a) National Biodiesel will not be liable to the Customer for any damages caused by delay in supplying fuel products or any other delay in its performance under these Standard Terms & Conditions
- b) The Customer must comply with all applicable laws and the policies, standards and other requirements of any governmental agency in relation to, and assumes all risks and liability (including all environmental risks and liability) arising from, the unloading, discharge, storage, handling or use of fuel products supplied under these Standard Terms & Conditions; and
- c) If National Biodiesel for any reason whatsoever (whether within or outside its control) is unable to commence or complete supply or delivery to the Customer at any place contemplated by Standard Terms & Conditions, the Customer has no right or entitlement to, and releases National Biodiesel from, any claim or entitlement for demurrage or damages on any account whatsoever.

### 11. INDEMNITY

The Customer must indemnify National Biodiesel against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against National Biodiesel or which National Biodiesel may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- a) Any breach or non-performance of the Contract by the Customer;
- b) Any unauthorized representation made or warranty given by the Customer in connection with any fuel products supplied by the Customer;
- c) The unloading, discharge, storage, handling or use of any fuel products sold under the Contract;
- d) Any wrongful, willful or negligent act or omission of the Customer or any of its employees, agents or contractors; and
- e) Any injury or loss sustained by any person who is employed or engaged by the Customer as an employee, agent or contractor for the purpose of the performance by the Customer of its obligations under the Contract and who suffers any injury or loss arising out of or in the course of such employment or engagement.

### 12. SAFETY

The Customer warrants and undertakes that it will conduct the handling of the fuel products and the installation, repair and use of equipment used to store and dispense fuel products, and otherwise carry on business at the location at which these fuel products are used, in a professional and safe manner, and in compliance with all current legislation, codes and regulations, having regard to the nature of fuel products.

The Customer further warrants that at the commencement of these Standard Terms & Conditions all tanks, pumps, hoses and other equipment for the storage and dispensing of fuel products are sound, intact and in good working condition.

Furthermore if at any time National Biodiesel has information that would lead it to suspect that the Customer's tanks, pumps, hoses and other equipment for the storage and dispensing of fuel products are not sound, intact and in good working condition, National Biodiesel has the right to immediately suspend all deliveries of fuel products.

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If during the time of suspended deliveries the Customer is unable to satisfy National Biodiesel that its tanks, pumps, hoses and other relevant equipment are sound, intact and in good working condition, National Biodiesel has the right to immediately terminate the Standard Terms & Conditions.

The Customer must comply with any procedures and directions issued by National Biodiesel in respect of the delivery and receipt of fuel products under this Contract. For the avoidance of doubt National Biodiesel has the right but not the obligation (and in any case, without liability to the Customer and whether or not National Biodiesel has given prior notice) not to initiate or complete a delivery in the event that National Biodiesel or its contractors (eg delivery contractor) considers it is unsafe to do so.

### 13. RECORDS

- 13.1 The Customer must maintain and preserve, in accordance with generally accepted accounting procedures, proper and accurate records (including any written and electronic records, books of account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) (collectively, **Records**) relating to the supply of fuel products under these Standard Terms & Conditions as well as any gift or entertainment expenses incurred by the Customer pertaining to the Standard Terms & Conditions.
- 13.2 The Customer must permit National Biodiesel and its employees and agents to examine and reproduce the Records at all reasonable times and to interview the Customers personnel in connection with the Records, to the extent reasonably necessary for National Biodiesel to monitor and verify:
- a) the price paid by, and the quantity and quality of the fuel products supplied to, the Customer; and
  - b) the performance by the Customer of the terms of these Standard Terms & Conditions.
- 13.3 The Customer must keep all Records in a safe and secure manner, in electronic and/or hard copy form, for the terms of these Standard Terms & Conditions and for a period of three (3) years afterwards. If any errors or deficiencies in the Records are identified by an audit or otherwise, the Customer must inform NB of that fact and promptly take all necessary corrective action.

### 14. BUSINESS STANDARDS

- 14.1 The Customer shall establish precautions to prevent its employees or subcontractors from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments loans, or other considerations to the employees of National Biodiesel and/or their families and/or third parties arising from the supply of National Biodiesel Products pursuant to these terms and conditions.
- 14.2 The Customer recognizes that the practice of Illegal Information Brokering is not permitted by National Biodiesel and the Customer warrants and represents that it has not and will not utilize Illegal Information Brokering in connection with these terms and conditions applicable to collection of fuel from National Biodiesel terminals or depots.
- 14.3 National Biodiesel reserves the right to require the Customer to observe National Biodiesel's Alcohol and Drug Policy as advised by National Biodiesel from time to time.
- 14.4 National Biodiesel's Harassment Policy prohibits all forms of harassment. The Customer must co-operate with National Biodiesel in any investigation regarding harassment allegations, including making the Customer's employees, agents or subcontractors available for questioning by National Biodiesel.

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### 15. GENERAL

- 15.1 The right to require strict performance of these terms and conditions shall not be affected by any indulgence, waiver of course of dealing, and any waiver shall be deemed not to be a continuing waiver.
- 15.2 All payments to be made by the Customer to National Biodiesel under these terms & conditions must be made without any withholding, set-off, counterclaim or deduction.
- 15.3 National Biodiesel may at any time, and without notice to the Customer, apply, combine, consolidate or merge:
- a) any amounts standing to the credit of the Customer in the Customer's account or other account with National Biodiesel or any Related Entity of National Biodiesel; and
  - b) any amounts owing by National Biodiesel or by any Related Entity of National Biodiesel to the Customer, whether under the Standard Terms & Conditions or on any account whatsoever,

by way of set-off, lien or counterclaim in or towards satisfaction of any money at any time due and payable, or which may become due and payable, by the Customer to National Biodiesel or any Related Entity of National Biodiesel under the Standard Terms & Conditions or on any account whatsoever.

- 15.4 National Biodiesel may assign its rights and benefits under this Contract without the Customer's consent. The Customer must not assign or encumber any of its rights and benefits under this Contract without National Biodiesel's prior written consent.
- 15.5 The proper law of these Standard Terms & Conditions is the law of the State in which goods are supplied to the Customer.
- 15.6 If any provision of these Standard Terms & Conditions should be for any reason invalid or unenforceable, the validity and enforceability of all other provisions shall remain unaffected.
- 15.7 In these Standard Terms & Conditions the term Related Entity has the meaning given to that term by the *Corporations Act 2001 (Cth)*.
- 15.8 **Obligations of Confidentiality**

Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of or relating to any other party (**Disclosing Party**) acknowledges that such Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party. Except as noted below, the Receiving Party must:

- a) keep that Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- b) take all reasonable steps to secure and keep secure that Confidential Information; and
- c) Not memorise, use, modify, reverse engineer or make copies, notes or records of that Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Contract.

Each party hereby undertakes to keep confidential all the matters set out in the Contract together with any information relating to the other party, its operations and business arrangements to which the party becomes privy as a result of entering into the Contract. This obligation shall continue, notwithstanding the termination of the Contract, for a period of three (3) years from termination of the Contract.

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### Exceptions

The obligations of confidentiality under this clause do not apply to any information that:

- a) is generally available to the public (other than by reason of a breach of this Contract); or is required to be disclosed by any applicable law
- 15.9 A party shall take no action on behalf of the other party hereunder that would subject either party to liability or penalty under any laws, rules, regulations, or decrees of any Government authority.
- 15.10 All documentation provided by one party to the other party shall reflect properly the facts about all activities and transactions handled for its accounts. Each party agrees to notify the other promptly upon discovery of any instances where that party has not complied with the requirements of this Clause.
- 15.11 A party shall take no action on behalf of the other party hereunder that would subject either party to liability or penalty under any laws, rules, regulations, or decrees of any Government authority.

All documentation provided by one party to the other party shall reflect properly the facts about all activities and transactions handled for its account. Each party agrees to notify the other promptly upon discovery of any instances where that party has not complied with the requirements of this Clause.

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