

SPECIAL CONDITIONS FOR PO TERMS



Applicable to Golding Purchase Order Terms for the Supply of Goods and/or Services at the Meandu Mine.

Item	Description
<p>SC1 - Queensland Government Procurement Policies</p>	<p>(a) The Supplier must (and must ensure the Supplier's Personnel) comply with:</p> <ul style="list-style-type: none"> (i) the Queensland Government Supplier Code of Conduct; (ii) to the extent applicable, the principles of the Queensland Procurement Policy 2026 and the Queensland Charter for Local Content; and (iii) any reasonable direction or request by Golding in relation to the <i>Queensland Procurement Policy 2026</i> or the <i>Queensland Charter for Local Content</i>. <p>(b) Any failure by the Supplier to comply with this clause constitutes a material breach of this Purchase Order Agreement.</p>
<p>SC2 - Site Access and Publicity</p>	<p>(a) Without limiting any other term or condition of this Purchase Order Agreement, when on Site:</p> <ul style="list-style-type: none"> (i) the Supplier must (and must ensure the Supplier's Personnel) comply with: <ul style="list-style-type: none"> (1) all applicable occupational health and safety legislation and associated regulations together with any directions or notices issued by any relevant authority or any code of practice or compliance code, including: <ul style="list-style-type: none"> (a) the <i>Coal Mining Safety and Health Act 1999 (Qld)</i>, <i>Coal Mining Safety and Health Regulation 2017 (Qld)</i>, and any other regulations and statutory instruments issued under the <i>Coal Mining Safety and Health Act 1999 (Qld)</i>; (b) the <i>Electrical Safety Act 2002 (Qld)</i> and <i>Electrical Safety Regulation 2013 (Qld)</i> (as applicable to the Site and the Services); (2) Golding's safety and health procedures (including Golding's Safety and Health Management System); (3) any directions by Golding as the Coal Mine Operator (including its SSE); and (4) any reasonable directions given by Golding in respect of environmental duties, care and management. (ii) the Supplier must not (and must ensure that the Supplier's Personnel do not) take, produce, publish or transmit any photographs, images, video / audio / digital or other recordings, or other representations in any other format or media, of any Goods and/or Services or any part of the Mine, the Site or any Plant and Equipment.
<p>SC3 - Data</p>	<p>(a) The Supplier may use Golding's Confidential Information solely for the purpose of, and to the extent necessary for, the performance of the Supplier's obligations under this Purchase Order Agreement. The Supplier must not, without Golding's prior written consent:</p> <ul style="list-style-type: none"> (i) use any Non-Approved Technology Applications to perform the Services; or (ii) upload or disclose any Confidential Information of Golding or the Principal to Non-Approved Technology Applications. <p>(b) The Supplier must not:</p> <ul style="list-style-type: none"> (i) disclose or make accessible any Confidential Information to a person (including itself) outside of Australia (or other location approved by Golding); or (ii) transfer or permit the transfer of Personal Information provided to it by Golding to any location outside of Australia, including for the purposes of storage or backup, (iii) without Golding's prior written consent. <p>(c) In performing this Purchase Order Agreement, the Supplier must maintain appropriate operational and technological processes and procedures to detect, prevent and mitigate Cyber Security Incidents, including safeguards that:</p> <ul style="list-style-type: none"> (i) meet or exceed Good Operating Practice; (ii) comply with all applicable Legislative Requirements (including applicable Privacy Legislation); and (iii) comply with the Golding's policies disclosed to the Supplier.

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	<p>(d) If a Cyber Security Incident affecting the Supplier (or the Supplier’s Personnel), Golding’s Confidential Information or the Services has occurred, is occurring, or is imminent, the Supplier must promptly notify Golding.</p> <p>(e) The Supplier must (and must ensure the Supplier’s Personnel) on expiry or termination of this Purchase Order Agreement and otherwise when directed by Golding, irrevocably delete Confidential Information from their respective systems and (if requested by Golding) certify to Golding that this has been done. Unless otherwise directed, this clause does not require that Confidential Information be deleted from the Supplier’s or Supplier’s Personnel’s off-line backup storage but does apply if any such backup is restored to the Supplier’s or Supplier’s Personnel’s systems.</p> <p>(f) In this clause:</p> <p>(i) ‘Cyber Security Incident’ has the meaning given to that term in the <i>Security of Critical Infrastructure Act 2018</i> (Cth) and any regulations or rules made under that Act;</p> <p>(ii) ‘Good Operating Practice’ means the highest standards, operating practices, methods and procedures reasonably and ordinarily expected and followed by skilled and experienced suppliers acting in accordance with standards adopted at the relevant time in the coal mining industry in Australia; and</p> <p>(iii) ‘Non-Approved Technologies’ means any application that uses artificial intelligence (AI) systems, AI services or AI generative models with the capability of learning to generate content such as images, text, and other media based on input data (such as ChatGPT), that has not been approved by Golding.</p>
SC4 - Personal Information	<p>(a) Without limiting any other term or condition of this Purchase Order Agreement, the Supplier agrees to obtain consent as required by Legislative Requirements from individuals to:</p> <p>(i) disclose to Golding and to the Principal any Personal Information which may be contained in information or documentation provided by the Supplier to Golding under or in connection with this Purchase Order Agreement; and</p> <p>(ii) disclose to a third party any Personal Information which may be collected by the Supplier in relation to the Goods and/or Services (unless required or authorised by law).</p>
SC5 - Representation	<p>(a) If the Supplier provided Goods and/or Services to the Site before 1 July 2026 (‘Transfer Date’), the Supplier represents that as at the Transfer Date:</p> <p>(i) the Goods and/or Services provided, and pricing offered under the Purchase Order Agreement are substantially consistent, in aggregate, with those provided to the Site immediately before the Transfer Date;</p> <p>(ii) without limiting the above and unless otherwise agreed by the parties in writing:</p> <p>(1) rates, pricing structure and material commercial terms offered to Golding are, in aggregate, no less favourable than those applied by the Supplier for the provision of Goods and/or Services at the Site immediately prior to the Transfer Date; and</p> <p>(2) the Supplier has not, in connection with the transfer of operations at the Site to Golding, increased or materially altered the rates and/or pricing (except where such increase or alteration is reasonably justifiable).</p> <p>(b) The Supplier:</p> <p>(i) acknowledges Golding does not have access to the Supplier’s contractual arrangements with the prior operator of the Site and is reasonably relying on this representation; and</p> <p>(ii) if it breaches this SC5, will work in good faith with Golding to agree an adjustment to the applicable rates and/or or pricing to restore Golding to a position broadly equivalent to that contemplated by this SC5 (any adjustment will be proportionate to the extent of the non-compliance); and</p> <p>(iii) indemnifies Golding, in accordance with clause 17.1 of the General Terms, from and against any cost, expense, loss, damage or Claim (whether actual or</p>

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	<p>threatened) or liability suffered or incurred by Golding, arising out of or in connection with the Supplier's breach of the warranty under this SC5.</p> <p>(c) For clarity:</p> <ul style="list-style-type: none">(i) minor or immaterial variations to pricing or commercial terms do not constitute a breach of this SC5; and(ii) nothing in this SC5 requires the Supplier to disclose to Golding confidential information of the prior operator.