

Anti-Bribery and Human Rights Warranty Obligations

1. Representations, Warranties and Undertakings:

In connection with its performance under this Agreement:

1.1 The Third Party Service Provider and each of its shareholders, owners, affiliates, officers, directors, employees and agents will comply with anti-corruption laws and conventions of all applicable jurisdictions including the laws of the country under which this Agreement is regulated and the country where performance of both Parties under the agreement are executed, the Australian Criminal Code Amendment Act, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (“Applicable Anti-corruption laws”);

1.2 Neither the Third Party Service Provider nor any of its shareholders, owners, affiliates, officers, directors, employees or agents has authorized, offered promised or given or will authorize, offer, promise or give anything of value to:

- (a) A “Government Official (meaning any person employed by or acting on behalf of a government, government-controlled entity, public international organization, any political party or candidate, any individual who holds or performs the duties of an appointment, office or position created by custom or convention; or any individual who holds him/herself out to be the authorized intermediary of a Government Official) in order to influence official action.
- (b) Any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust (“acting improperly”), to reward the person for acting improperly, or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
- (c) Any person while knowing or having reason to know that all or any portion of the money or other thing of value will be offered, promised or given to a Government Official in order to influence or reward official action or to any person to influence or reward such person to act improperly.

1.3 Neither the Third Party Service Provider nor any of its owners, shareholders, affiliates, officers, directors, employees or agents will receive or agree to accept any payment, gift or other advantage which violates Applicable Anti-corruption Laws.

1.4 The Third Party Service Provider has not offered, given or authorized and will not offer, give or authorize any Facilitation Payment (meaning a small payment to a Government Official to expedite or secure the performance of a routine government action; Examples include payments to speed up the issuing of legitimate visas, licenses, or permits for other utility services).

1.5 Neither the Third Party Service Provider nor any of its shareholders, owners or affiliates is directly or indirectly owned or controlled, in whole or in part, by any government or Government Official in a position to take or influence official action for or against Boart Longyear and no officer, director, employee, owner or shareholder anticipates becoming such a Government Official. If any owner, officer, director, employee or shareholder becomes such a Government Official during the term of this Agreement, the Third Party Service Provider shall promptly notify Boart Longyear.

1.6 The Third Party Service Provider shall not without express written authorization from Boart Longyear, assign, sub-contract or otherwise enter into any arrangement to share the fees hereunder with any third party and shall not, without express written authorization from Boart Longyear, delegate to any third party, the services to be performed hereunder.

1.7 The Third Party Service Provider shall comply with, and take reasonable steps to ensure any contractors and suppliers engaged by the Third Party Service Provider to assist with the services the Third Party Service Provider provides to Boart Longyear comply with:

- (a) Boart Longyear's Code of Business Conduct and respective policies and applicable laws referenced in that Code;
- (b) applicable laws relating to or protecting Human Rights;
- (c) Human Rights Principles; and
- (d) applicable Modern Slavery legislation including (if applicable) the Australian Modern Slavery Act 2018 (Cth), the U.K. Modern Slavery Act 2015, and all other laws which criminalize acts of Modern Slavery ("Applicable Modern Slavery laws").

1.8 The Third Party Service Provider will take reasonable steps to assess and address Modern Slavery risks in its operations and supply chain.

1.9 The Third Party Service Provider must notify Boart Longyear of any specific instances of Modern Slavery identified in its operations or supply chain.

1.10 The Third Party Service Provider shall not engage in, supply, support or fund any corrupt or other activities which, directly or indirectly, finance or benefit armed conflict or contribute to abuses of human rights, including but not limited to Modern Slavery.

1.11 The Third Party Service Provider shall keep and maintain accurate and reasonably detailed books and financial records in connection with the services to be performed and payments to be made under this Agreement. Upon request, Boart Longyear shall have the right to audit and examine relevant books and financial records to test compliance with this Agreement and the representations, warranties and undertakings herein. The Third Party Service Provider shall provide any information and assistance reasonably required by the Company in connection with such an audit, including access to its key personnel.

2. Breach and Remedy Provisions:

2.1 Notwithstanding the clause above, in the event that Boart Longyear has reason to believe that a breach of any of the representations, warranties or undertakings in the preceding clauses of this Agreement relating to compliance with Applicable Anti-corruption Laws, Applicable Modern Slavery Laws, Modern Slavery, Human Rights and Human Rights Principles has occurred or is imminent, Boart Longyear may withhold executing further Services under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur.

2.2 Notwithstanding Clause 2.1 above Boart Longyear may terminate this Agreement immediately in the event that it concludes, in its sole opinion, (i) that the Third Party Service Provider has breached any representation, warranty or undertaking under this Agreement relating to compliance with Applicable Anti-corruption Laws, Applicable Modern Slavery Laws, Modern Slavery, Human Rights and Human Rights Principles, Applicable Modern Slavery Laws, Modern Slavery, Human Rights and Human Rights Principles; or (ii) that any such breach is likely to occur unless the Agreement is terminated.

2.3 In the event of a breach of any of the representations, warranties or undertakings in this Agreement relating to compliance with Applicable Anti-corruption Laws, Applicable Modern Slavery Laws, Modern Slavery, Human Rights and Human Rights Principles, any claims for execution of services by Boart Longyear shall be void to the extent permitted by law and the Third Party Service Provider shall indemnify and hold Boart Longyear harmless against any and all claims, losses or damages arising from or related to such breach.

3. Definitions

Human Rights means (but is not limited to) those rights:

- (a) as defined by the Universal Declaration of Human Rights;

- (b) as defined by the International Covenant on Civil and Political Rights; and
- (c) as defined by the International Covenant on Economic, Social and Cultural Rights.

Human Rights Principles includes but is not limited to:

- (d) the United Nations (UN) Guiding Principles on Business and Human Rights;
- (e) the 10 UN Global Compact Principles,
- (f) the Voluntary Principles on Security and Human Rights; and
- (g) the UN Declaration on the Rights of Indigenous Peoples.

Modern Slavery means (but is not limited to):

- (a) an offence under Division 270 or 271 of the *Criminal Code* contained in the *Criminal Code Act 1995* (Cth) ,regardless of whether or not that Code is applicable to the Third Party Service Provider at law, including trafficking in persons, slavery, servitude; forced labour; forced marriage; debt bondage; deceptive recruiting for labour; and
- (b) the worst forms of child labour as defined in Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38).

Dated day of 20__

Signed for and on behalf of Supplier

Signed for and on behalf of Boart Longyear

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(sign)

(sign)

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Name and Title

Name and Title