

## Standard Terms and Conditions of Purchase

**1. Parties:** The Seller and Halliburton entities are as set forth on the Purchase Order issued by Halliburton. Seller agrees to sell and Halliburton agrees to buy the Work set forth in the Purchase Order and at the prices and other terms specified therein.

**2. Controlling Terms:** Halliburton's purchases, including via electronic commerce transactions, are governed exclusively by these terms. Halliburton objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller, on Seller's internet site, attached to an invoice, or contained in a proposal, report, or acknowledgment, all of which are null and void.

**3. Changes:** Halliburton may at any time make changes or additions to any specifications, instructions, method of shipment or packaging, or place of delivery for a Purchase Order. Such changes must be made by a designated Halliburton Procurement representative in writing. If any such change causes an increase or decrease in the cost or the time required for performance of the Work, an equitable adjustment will be made, and the Purchase Order will be modified in writing accordingly. Any claim by Seller for such adjustment must be asserted in writing by Seller to Halliburton within 30 days after Seller's receipt of notification of the change. Substitutions or changes in quantities or specifications by Seller may not be made without Halliburton's prior written approval.

**4. Independent Contractor:** Seller is an independent contractor with respect to the Work performed by Seller for Halliburton, and neither Seller nor anyone engaged or employed by Seller is deemed for any purpose to be the agent or employee of Halliburton. Halliburton has no direction or control of Seller or its employees, and is interested only in the results to be obtained.

**5. Invoices:** Invoices must contain the following information: Purchase Order number, item number, description of items, quantities, unit prices, extended totals, and any other information required by these terms. Payment of invoices will not constitute acceptance of the Work and will be subject to adjustment for shortages, defects, or Seller's failure to comply with these terms. Invoices must be submitted by Seller to Halliburton within 90 days of completion of the services or receipt of the goods by Halliburton, and Seller's failure to do so will constitute a waiver by Seller of any legal or equitable rights to demand payment for such Work.

**6. Payment:** Halliburton will pay Seller pursuant to the payment terms set forth in a Purchase Order. In the event payment terms are not specified, all payments will be made 75 days from the date the invoice is permanently entered into Halliburton's accounts payable system; provided, however, Halliburton has the right to withhold any amounts in dispute until resolved by the parties, the invoice must be accurately prepared, and it may be returned for correction for missing or inaccurate data. Payment will be made only in the country where the goods were shipped to or shipped from or in the country where the services were performed. Seller must submit to Halliburton in writing any claims arising under these terms relating to billing or payment within 90 days after invoice date, and Seller's failure to do so will constitute a waiver by Seller of any legal or equitable rights with respect to the subject matter of the claim.

**7. Taxes:** Seller is responsible for the collection and reporting of all applicable transaction taxes, such as sales, use, withholding, value added, or similar taxes, and will remit such taxes to the appropriate taxing jurisdiction. Transaction taxes are in addition to established prices and will be shown as a separate line item on the

invoice. If tax withholding is required by Applicable Law, Halliburton will adhere to such tax withholding requirements.

**8. Time of Performance:** Seller acknowledges that the deadlines for delivery or performance specified in a Purchase Order are critical, and *time is of the essence* for the avoidance of substantial loss to Halliburton. Seller's failure to meet any deadline without Halliburton's written consent constitutes a material breach. In the event of delay or anticipated delay from any cause, Seller will immediately notify Halliburton in writing of the delay and its approximate duration, and Seller will undertake to shorten or make up the delay by all means. In the event that Halliburton determines that Seller will be unable to meet any deadline, Halliburton may pursue the remedies set forth in the Termination for Cause section, without providing Seller a cure period.

**9. Inspection and Acceptance:** Notwithstanding prior payment or inspection at Seller's facility, all goods will be subject to final inspection and acceptance by Halliburton at its facility. Acceptance of goods will not alter or affect the warranties set forth herein. If goods received do not conform to the order or if more than the quantity ordered is shipped, Halliburton may, at its option: (a) hold rejected goods for Seller's instructions and at Seller's risk; (b) return them to Seller at Seller's expense and require their correction; or (c) request an equitable price reduction for acceptance of the goods.

### **10. Warranties and Warranty Remedies:**

**a. Warranty for Goods:** Seller warrants that the goods will: (i) strictly conform to the drawings, specifications, samples (if any), and other requirements referred to herein or specified by Halliburton; (ii) be of merchantable quality and suitable for the purposes intended; (iii) conform with all Applicable Law; and (iv) be free from defects in materials, performance, operation, and workmanship, for a period of 12 months after being placed in service by Halliburton or 24 months from acceptance by Halliburton, whichever period expires earlier. In the event Seller is not the manufacturer of the goods, Seller will obtain assignable warranties for the goods from its vendors, which it will pass-through or assign to Halliburton, and Seller will cooperate with Halliburton in the enforcement of such warranties. If no pass-through or assignment is made, Seller will assume the responsibility of the warranty. If required by Halliburton, Seller will supply satisfactory evidence of the origin, composition, manufacture, kind, and quality of the goods.

**b. Warranty for Services:** Seller warrants that it: (i) possesses all necessary expertise, facilities, equipment, personnel, and operations suitable to perform the services; and (ii) will meet all specifications, requirements, standards, and other obligations and deadlines specified by Halliburton or required by Applicable Law.

**c. Warranty Remedies:** Seller will correct any defects or deficiencies in its Work as soon as possible, at no cost to Halliburton and subject to acceptance or rejection by Halliburton. If Halliburton believes that the provision of Work has been so deficient that timely and proper correction is not feasible, Halliburton may (in addition to any other remedies) immediately terminate the Purchase Order in whole or in part and/or remedy the deficiency itself (or utilize a third party to do so) and charge Seller with the cost of correction. Such costs include removal, reinstallation, manufacturing (such as machining), labor, access, and shipping costs.

**d. Halliburton Equipment:** If Halliburton's equipment, tools, or products ("Equipment") are delivered to Seller, Seller will bear the entire risk of any damage to or loss, theft, or destruction of the Equipment from any cause whatsoever from the time delivered to Seller until returned to Halliburton. During such time, Seller will maintain all-risk property insurance on the Equipment.

**11. Audit:** Seller and any subcontractors performing Work hereunder will maintain books, records, and documents to ensure compliance with these terms, accurate billing of any charges incurred, and the quality of the Work provided hereunder. Such records will be retained by Seller for four (4) years after completion of the Work and will be subject at reasonable times and upon reasonable prior notice to examination, inspection, copying, or audit by personnel authorized by Halliburton and/or any third-party auditor designated by Halliburton. Seller will provide accurate reporting of all records and provide appropriate workspace at Seller's facility in order to conduct such audits, at no cost to Halliburton. If Halliburton determines that a full population audit is not possible or reasonable, a statistical sample audit is allowed, where a sample size is identified and tested, and any applicable error rates identified are applied to the full population. In the event an audit indicates inaccuracies, overbilling, or other violation of these terms by Seller resulting in a cost to Halliburton, in addition to Halliburton's right to recovery of such costs, Seller will be responsible for the reasonable costs associated with such audit.

**12. Title, Shipment, and Risk of Loss:** Seller warrants clear title to the Work when delivered, free from any and all liens or other encumbrances. At its expense and risk, Seller is responsible for properly packing the goods for transportation and safely loading and correctly stowing the goods for land transport on the vehicle designated by Halliburton at the Named Place. Risk of loss will transfer to Halliburton as defined by Incoterm FCA (Named Place), Incoterms 2010, which requires Seller to clear the goods for export, provide a commercial invoice and packing list, and comply with any documentary instructions of Halliburton during the shipping process. "Named Place" refers to the place designated by Halliburton, if Seller is located within 500 miles of Houston, Texas, or otherwise Seller's premises. Halliburton will appoint onward movement. Customs import brokers will be only those appointed by Halliburton.

**13. Supply Chain Security Programs:** Seller is committed to Halliburton's supply chain security and to compliance with the requirements of Halliburton's security programs, including specifically the requirements of Halliburton's *Customs - Trade Partnership Against Terrorism* ("C-TPAT") program. Seller has read and understands Halliburton's C-TPAT Guidelines and will fully comply with them, including the requirement that Seller's shipments to Halliburton will be performed exclusively by freight forwarders and customs brokers approved in advance in writing by Halliburton Global Logistics.

**14. Conflicts of Interest:** Seller may not offer Halliburton's employees any gifts, entertainment, or other favors of other than nominal value. Seller may not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any employee, agent, or representative of Halliburton.

**15. Insurance:** Seller will: (a) maintain workers' compensation insurance as prescribed by Applicable Law; (b) maintain employer's liability, comprehensive general liability (including contractual liability and products liability), and automobile liability insurance in

reasonable amounts covering the obligations of Seller; and (c) upon request, provide Halliburton with a certificate of insurance indicating the amount of such insurance.

**16. Supplier Diversity:** Halliburton is committed to utilizing small and woman-owned and minority-owned suppliers. To comply with Halliburton's contractual obligations with its customers or under Applicable Law, Seller consents to Halliburton reporting Seller's company ownership status as a small or woman-owned or minority-owned business.

**17. Assignment and Subcontracting:** Seller will not sell, assign, subcontract, or transfer the Work or any money due hereunder without the prior written consent of Halliburton, and Halliburton's approval will not relieve Seller from any obligations imposed by these terms. Seller warrants and represents that all assignees or subcontractors will comply with all Applicable Law and the Ethical Business Conduct requirements set forth below and will promptly disclose any violations thereof to Halliburton.

**18. Compliance with Applicable Law:** Seller warrants and represents that it will comply with all Applicable Law. Without limitation, Seller agrees to hold Halliburton harmless from and indemnify Halliburton for any losses, expenses, costs, and damages resulting from Seller's breach of this warranty.

**19. Ethical Business Conduct:**

**a. Standard of Dealings:** All dealings involving the relationship contemplated hereunder will be conducted in a fair manner with honesty and integrity, observing high standards of personal and business ethics. Business books and records will be maintained in a proper, responsible and honest manner that will allow Halliburton to comply with Applicable Law.

**b. Anti-Corruption:** Seller represents and warrants that neither Seller nor Seller's parent or subsidiary companies, affiliates, or any of their shareholders, members, managers, directors, officers, employees, independent contractors, subcontractors, or agents: (i) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party, including, but not limited to, a government official, political party, party official, or family member or representative of a state-owned enterprise, for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining an improper business advantage; or (ii) has taken or permitted or will take or permit any action to be taken, including an action in connection with the conduct of their business and the transactions contemplated under these terms, which would cause Seller, Halliburton or any of Halliburton's affiliates to be in violation of any applicable anti-bribery or anti-corruption laws, including, where applicable, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended; the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; and all local equivalent laws in the countries in which business is conducted.

**c. Facilitating Payments:** Seller will make no facilitating payment in any form to any government official on behalf of Halliburton for the purpose of expediting or securing the performance of a routine, non-discretionary governmental duty or action without the prior written approval of Halliburton. For this

purpose, email is considered written approval. Separate approval is required for each such facilitating payment.

**d. Anti-Boycott:** Seller will perform no act for or on behalf of Halliburton that would subject Halliburton to fines or penalties or loss of tax benefits for violation of U.S. anti-boycott laws.

**e. Export Controls:** Seller will perform no act for or on behalf of Halliburton that would subject Halliburton to fines or penalties for violation of export controls, licensing requirements, or trade sanctions, including those applicable in the U.S.

**f. Conflicts:** In case of conflict between the laws of the U.S. and the local laws in the countries where business is transacted, compliance with the laws of the U.S. will be given priority.

**20. Import and Export Compliance:** When Seller is the shipper of record of any Work, Seller is solely responsible for required compliance with any applicable import and export laws and regulations, including any re-export laws. When the Work (or any part thereof) is subject to export control laws and regulations imposed by a government, Seller will provide Halliburton with any and all information needed for Halliburton to comply with Applicable Law, including, but not limited to, applicable Export Control Classification Numbers, Harmonized Tariff Schedule Numbers, and certificates of manufacture in accordance with the origin rules imposed by governmental authorities. If any Work is eligible for preferential tax or tariff treatment (such as free trade or international agreement), Seller will provide Halliburton with the documentation required to participate in said treatment. Seller understands and acknowledges that Halliburton will rely on the information provided by Seller, including information bearing upon the determination as to whether any U.S. or foreign export or import license is required for the export of the supplied materials to the country of destination. Seller will advise Halliburton of the nationality or country of allegiance of individuals assigned to projects involving intellectual property subject to treatment as “deemed exports” under the laws of the U.S. and any countries imposing similar requirements upon the parties.

**21. Classification:** When all or any part of the Work, the country of origin, or the import and export of the Work is subject to any Applicable Law governing the import or export of the Work or concerning health; safety; environment; pollution; protection of the environment; the use, storage, handling, treatment, management, transportation, discharge, or disposal of hazardous or toxic materials, substances, or wastes; the environmental content of goods or products; the regulation of chemical substances or products; industrial hygiene; or worker or occupational safety or health, Seller will provide Halliburton with any and all information reasonably requested by Halliburton for Halliburton to comply with such Applicable Law. If Halliburton determines that it is necessary to disclose any information provided by Seller under this paragraph to a governmental entity to enable Halliburton to comply with any Applicable Law in connection with Halliburton’s business operations, Halliburton will have the right to make the disclosure.

**22. DRC Conflict Free:** Any and all goods provided hereunder must be DRC Conflict Free. Seller agrees to promptly furnish to Halliburton information necessary to determine whether any of the Work provided to Halliburton contains Conflict Minerals and whether any such Work provided to Halliburton is DRC Conflict Free. Seller also agrees to provide such additional information relating to its Conflict

Minerals sourcing, including any industry reporting templates, as may be requested from time to time by Halliburton.

**23. Indemnification:** SELLER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HALLIBURTON, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIM OF WHATSOEVER KIND OR NATURE ARISING OUT OF OR INCIDENTAL TO SELLER’S PERFORMANCE OF WORK, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF HALLIBURTON.

**24. Consequential Damages:** HALLIBURTON WILL NOT BE LIABLE TO SELLER FOR ANY LOST PROFIT, LOST REVENUE, LOST BUSINESS OPPORTUNITY, OR FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, ECONOMIC, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OR FORM OF ACTION (INCLUDING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF HALLIBURTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**25. Confidentiality:**

**a. Confidential Information:** All Confidential Information will be held in strict confidence by Seller and may be used by Seller solely for the purposes of fulfilling the Purchase Order. All such Confidential Information will be treated and protected by Seller as strictly confidential, will not be disclosed to any third party without the prior written consent of Halliburton, and may be disclosed within Seller’s organization only on a need-to-know basis. Seller will not take any Confidential Information from its offices or work sites (or makes copies of them) without Halliburton’s written permission.

**b. Exceptions:** The foregoing obligations do not apply to any information that: (i) is publicly known or becomes publicly known through no fault of or disclosure by Seller; (ii) is given to Seller by someone other than Halliburton as a matter of right and without restriction of disclosure; or (iii) was known to Seller prior to disclosure hereunder and was not subject to any confidentiality obligations. Disclosures made to Seller which are specific will not be deemed to be within the foregoing exceptions merely because they were embraced by general disclosures that are either in the public domain or in the possession of Seller. In addition, any combination of features will not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of Seller, unless the combination itself and its principle of operations are in the public domain and in the possession of Seller.

**c. Required Disclosures:** If Seller receives a subpoena, order, notice, or other legal process (“Demand”) seeking disclosure of Confidential Information, Seller will immediately notify Halliburton in order to allow Halliburton the opportunity to oppose the Demand or seek a protective order. If requested by Halliburton, Seller will fully cooperate in contesting such disclosure. Except as such Demand may be timely limited, quashed, or extended, Seller may thereafter comply with such Demand, but only to the extent required by Applicable Law. Where Halliburton obtains a protective order, nothing in these terms will be construed to authorize Seller to use in any manner or disclose Confidential Information to parties other than the governmental or judicial agency or body or beyond the scope of the protective order.

**d. Return of Confidential Information:** Within three (3) days of termination or completion of Seller’s Work or upon request of Halliburton at any other time, Seller will immediately return to Halliburton any Confidential Information, including all copies made

by Seller in tangible form, and Seller will certify to Halliburton in writing that Seller has deleted the Confidential Information from all electronic storage media on which it was placed by Seller.

**e. Confidential Terms:** Seller will not publicize or disclose the existence, content, or scope of the Purchase Order to any third party by any means without the prior written consent of Halliburton.

**f. No Other Rights:** Except for the limited use rights expressly enumerated herein, Halliburton does not grant and will not be construed as granting to Seller: (i) a license or any rights under any of Halliburton’s patent, trademark, copyright, or trade secret rights beyond that necessary for the purposes of fulfilling the Purchase Order; or (ii) the granting of any right to use Halliburton’s name in connection with any proposals or public disclosures.

**26. Non-Infringement Warranty and Indemnity:** Seller warrants and represents that the Work provided to Halliburton: (a) does not infringe directly or indirectly any patent, copyright, trademark, or other intellectual property interest of a third party; and (b) does not unlawfully include or use any trade secrets, confidential information, or other intellectual property of a third party. Seller agrees to release, defend, indemnify and hold Halliburton harmless from and against any and all Claims arising out of any alleged or actual patent, copyright, or trademark infringement or any improper use or misappropriation of trade secrets, confidential information, or other intellectual property. If the Work or any part thereof is held to constitute an infringement or unlawful use of any intellectual property and the use or sale of the Work or any part thereof is enjoined, Seller will, at its own expense, procure for Halliburton the right to continue utilizing the Work, replace the infringing Work with a non-infringing product or process that is acceptable to Halliburton, modify the Work so that it is no longer infringing, or, in the event the foregoing options are not possible, compensate Halliburton for all of Halliburton’s expenses resulting from the infringement.

**27. Termination for Convenience:** Halliburton has the right at any time, without cause and for any or no reason, to terminate all or any separable part of the Purchase Order by written notice. In the event of such termination, Seller will be entitled to any remaining payment due for Work satisfactorily provided prior to the date of the termination, plus any reasonable expenses incurred by Seller in terminating other orders or work in progress, at which point Halliburton will have the right to take possession of the Work and any materials whose purchase price was paid by Halliburton.

**28. Termination for Cause:** In the event of Seller’s: (a) actual or anticipated breach of or default under any provision of these terms and failure to cure such breach or default within ten (10) days after notice from Halliburton; (b) bankruptcy, reorganization, insolvency receivership, or making an assignment for the benefit of creditors; or (c) evidence of financial or organizational instability, Halliburton has the right, in addition to any rights or remedies it may have in law, in equity, or under these terms, to immediately terminate any and all pending Purchase Orders for cause by written notice to Seller. Upon such termination, Seller will be liable to and will immediately reimburse Halliburton for all costs of any nature in excess of the Purchase Order price that may be incurred by Halliburton to effect completion of performance.

**29. Governing Law, Venue, and Alternative Dispute Resolution:**

**a. Governing Law:** These terms will be governed by the laws of the state or country specified below based upon the location

where the Work is performed or delivered, without regard to the United Nations Convention on Contracts for the International Sale of Goods or other international treaty, rule, or accord, and exclusive of conflict of laws principles.

**b. Dispute Resolution:** All claims and disputes arising hereunder, including for the validity and interpretation of these terms, will be resolved: (i) for performance or delivery in the U.S., through the state and federal courts located within the county specified below, and the parties irrevocably agree that such venue is exclusive and neither party will raise any claim or defense within such courts based upon improper venue or inconvenient forum; or (ii) for performance or delivery outside the U.S., exclusively through binding arbitration conducted in the seat of dispute resolution specified below in accordance with UNCITRAL arbitration rules, in the English language, and with a single arbitrator.

Performance or Delivery In	Governing Law	Seat of Dispute Resolution
United States	State of Texas	Harris County, Texas
Asia or Oceania	Singapore	Singapore
All Other Countries	England and Wales	London, England

**c. Alternative Dispute Resolution:** In the event the parties agree to alternative dispute resolution prior to litigation or arbitration, the parties will bear their own associated costs, including attorneys’ fees.

**30. Surviving Clauses:** The provisions of these terms relating to warranties, warranty remedies, indemnity, audit, and confidentiality will survive its termination or expiration.

**31. Definitions:** As used in these terms, the following defined terms have the meanings specified: “Applicable Law” means all applicable laws, regulations, orders, or ordinances of any country, state, governmental agency, or authority, including, without limitation, those pertaining to labor, wages, hours, equal opportunity, human rights, conditions of employment, the environment, safety, competition, and antitrust; “Claim” means any action, bodily injury (including death), claim, cost (including attorneys’ fees and court costs), damage, expense, fine, liability, loss, or penalty; “Confidential Information” means any specifications, designs, drawings, data, and other information, revealed or disclosed in any form or manner to Seller by Halliburton, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied to or produced or created by Seller for Work undertaken by Seller for Halliburton hereunder; “Conflict Minerals” and “DRC Conflict Free” have the meanings ascribed to such terms in the rules and regulations of the U.S. Securities and Exchange Commission promulgated under Section 13(p) of the Securities Exchange Act of 1934, as amended; and “Work” means the goods, services, or both, specified in a Purchase Order.